

June 30, 1971

Clare Public Schools

AGREEMENT
between the
CLARE EDUCATION ASSOCIATION
and the
CLARE BOARD OF EDUCATION
1969-70 and 1970-71
School Years

THE CLARE PUBLIC SCHOOLS
Clare, Michigan

LABOR AND INDUSTRIAL
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Michigan State University

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

This Agreement entered into this _____ day of _____, 1969 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 providing 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 employment, or other conditions of employment, and

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

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Clare Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel under contract including counselors and librarians. Non-certified school nurses are also included as are grade level and departmental chairmen with full-time classroom teaching assignments. Supervisory and executive personnel, office, clerical, maintenance and operating employees, teacher-aides and lay assistants 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

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

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the school related activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- (5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion

in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE 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 Asso-

ciation 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 social 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 those 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. After September 1st and prior to September 10th, during 1969 and 1970 respectively, 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 Educational Association). These authorizations must be delivered to the school Administrative Assistant by September 11, during 1969 and 1970 respectively, and such authorization shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of a given year. All assignments authorizing deductions of such membership dues and assessments made under provisions of the 1968-69 Master Agreement between the Clare Education Association and the Clare Board of Education shall continue in effect from year to year unless revoked as provided in that agreement and above.
- B. These dues shall be divided into ten equal payments and deductions shall be made from the second pay check of each month beginning in September and ending in June.
- 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 attorneys' 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. (In the case of secondary school teachers with classes convening one hour before the regular school starting time, an appropriate adjustment in schedule will be made by the secondary school principal so that the teacher's day will be equated with that of other secondary teachers.)
- 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. In order to normally provide a twenty-five (25) to thirty (30) minute duty free lunch period for all teachers in both the elementary and secondary buildings, the Board will continue to employ lay assistants for noon playground supervisory purposes in the elementary school and will attempt to provide a competent lay assistant for lunch room supervisory purposes in the secondary school. If attempts to provide a capable lay assistant at the secondary level are unsuccessful, the Board will offer the lunchroom supervisory position to a secondary teacher, or teachers, at the rate that is being paid for substituting during a conference period before rostering all teachers for this duty.
- 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 1969-70 and 1970-71 school years shall be an average of twenty-five (25) or under pupils per class in the kindergarten, thirty (30) or under in the elementary grades (including transition rooms), 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 in this paragraph is voluntary on the part of the teacher and shall not be a condition of employment during the regular school year.
- C. Every effort will be made to secure a qualified substitute teacher when a teacher is absent for one-half day or more. If a secondary teacher works as a substitute teacher during his conference and preparation period, he shall receive compensation of five dollars and fifty cents (\$5.50) 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 Teacher's 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 1st 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 fields 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.
- F. Whenever a vacancy is listed with a college or university placement bureau, the superintendent shall have posted notice of same on a bulletin board in each school building. When job openings occur, and are not listed with a college or university placement bureau, the superintendent is to notify the president of the Association.

ARTICLE IX

SICK LEAVE

- A. Ten (10) days sick leave shall be given each employee at the beginning of each school year accumulative to ninety (90) 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 are entitled to personal business leave, chargeable against sick leave, subject to the following limitations:
 - 1. Two (2) days a year of the sick leave allowance may be used for personal business, non-cumulative, provided the employee has less than five (5) years of teaching experience credit on the salary schedule. Employees having five (5) or more years of teaching experience credit on the salary schedule will be allowed three (3) days a year of the sick leave allowance for personal business, noncumulative.
 - 2. Personal business means 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 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 use of personal business leave.
 - 3. An application for personal business leave, containing the reason for the request, must be submitted to the Administrative Office in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable). Application forms are available in either of the building offices, or in the Administrative Office.
 - 4. A personal business leave day shall not be granted for the day preceding, or the day following holidays or vacations, and the first and last days of the school year except in an emergency.
 - 5. Personal business leave is subject to the approval of the Superintendent, or his representative.
- F. When illness or death in the family makes it necessary for the employee to leave the community for a prolonged period (i.e., several days or more), he will provide the superintendent's office with an address at which he can be reached. 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.

- G. Any teacher who is absent because of an injury, or disease compensable under the Michigan Workman's Compensation Act shall receive from the Board the difference between the workman's compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up any so called "sick pay" provided herein. It is understood that "sick pay" will be pro-rated (i.e., the teacher shall be charged with only that fraction of a day's sick leave necessary to make up the difference between the workman's compensation payment and his regular salary for each day of absence). It is also understood that the Board will advance to the teacher the full amount of compensation the teacher would be entitled to under sick leave provisions contained herein as such pay becomes due and until such time as Michigan Workman's Compensation payments are actually received. At that time the teacher will refund to the Board any sick leave pay that has been advanced in lieu of workman's compensation and will in return be credited by the Board with the amount of sick leave advanced.
- H. Because of mental or physical illness, it may sometimes be necessary for the Board to place a teacher on involuntary sick leave. In such cases the Board may, at it's own expense, require a teacher to submit to a mental or physical examination by appropriate specialists to determine whether involuntary sick leave is warranted. To assist the Board in determining whether a teacher should be required to submit to such an examination, a committee is hereby established consisting of the Superintendent of Schools, a member of the Board, a representative of the Association, a teacher from the building concerned appointed by the Association, and the principal of the building concerned. This committee will be convened in closed session at the call of the Superintendent of Schools, shall consider the reasons for or against requiring a mental or physical exam of the teacher concerned and shall report back to the Board with its findings in executive session. Any teacher whose personal illness extends beyond the period compensated by sick leave, will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one year. Further extensions may be granted at the will of the Board. Upon return from the leave, a teacher may be assigned to the same or a similar position, providing a vacancy exists.

ARTICLE X

ARRANGEMENTS FOR SUBSTITUTE TEACHERS

- A. 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.

- B. In the event of the absence of a special teacher (i.e., librarian, physical education teacher, music teacher, etc.) in the elementary or the secondary school, every diligent effort will be made to secure a qualified substitute.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

Leaves of absence with pay, and not chargeable against the teacher's sick leave will 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.
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

- A. 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 district, 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 the 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.
- B. In appreciation for services to the school district, a terminal leave payment of twenty-five dollars (\$25) per year of service in the district will be paid upon retirement, provided the teacher shall have been employed in the school district for ten (10) years and permanently retires from the Clare Public Schools after June 30th following his sixty-second birthday.

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 July, 1968) 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. Copies of the Code of Ethics will be furnished to the Board by the Association.
- 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.
5. Any willful, or habitual, violation of terms of this agreement.

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 grievances 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 Schedules A-1 and A-2. 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 the week following Labor Day 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. One day shall be provided at the end of the first semester and one day 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 Schedules B (1969-70) and B (1970-71), which are attached to and incorporated in this agreement. Schedule B (1969-70) is effective August 25, 1969, and will remain in effect until August 23, 1970. Schedule B (1970-71) will become effective on August 24, 1970, and will remain in effect until June 30, 1971.
- B. The Board shall effect a change in salary status for professional personnel during the 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 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 credit on the salary schedule, 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 one-half the full increment allowed for one full year additional experience (this provision is not retroactive and will not be used to reduce the number of increments, or steps, credited to teachers employed during, or prior to the 1967-68 school year). 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-one days of scheduled student attendance.
 - 2. Two record days when teachers shall be on duty.
 - 3. One pre-school conference day.
 - 4. Two days each fall reserved for teachers meetings.
 - 5. Four legal holidays counted for membership purposes (i.e., Labor Day, 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. Additional compensation for extra duty is to be based on the step of the salary schedule corresponding to the number of years experience the individual has in that specific duty, except that during the 1969-70 and 1970-71 school years no teacher is to receive less compensation for performing a specific extra duty assignment than he received during the 1967-68 school year. 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. It is understood that the part of an individual teacher contract stipulating additional compensation for a teacher performing extra duties has a non-tenure status. For a teacher who has attained continuing tenure as a classroom teacher, failure of the Board to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
- G. Type "A" teachers of the Educable Mentally Handicapped in some past years have had the option of electing to be paid, either in accordance with the local salary schedule, or on the Special Education Salary Schedule of the Clare Intermediate School District. The development of a comprehensive Master Agreement between the Clare Intermediate School District and its professional employees, and the fact that this agreement differs substantially from that developed by the Clare Education Association and the Clare Board of Education, has produced a situation where it is no longer practicable to offer the option of either salary schedule to Type "A" teachers. The Clare Education Association and the Clare Board of Education agree that, because of the difficulty of the work, the scarcity of fully qualified teachers in this area of instruction and a mutual desire to foster and maintain a quality program for children served by these teachers, a premium should continue to be placed on employment of such teachers. It is further agreed that the amount of the premium should be competitive with other area school districts and sufficient to continue to attract and hold competent and qualified individuals in this field of instruction. Therefore, during the 1969-70 and 1970-71 school years, Type "A" Teachers of The Educable Mentally Handicapped will, in addition to their regular salary, receive eight (8) per cent under the Additional Compensation for Extra Duty (Schedule B-1) provisions of this agreement.

- H. Teacher salaries for the 1969-70 school year, including additional compensation for extra duties, will be paid in twenty-six (26) equal payments every two weeks starting on September 5, 1969, with the balance paid in one sum at the close of the school year. Teacher salaries for the 1970-71 school year, including additional compensation for extra duties, will be paid in twenty-six (26) equal payments every two weeks starting on September 18, 1970, with the balance paid in one sum at the close of the school year.
- I. The Board may continue to employ certificated teachers as study hall supervisors on a full or part time basis at the regular five dollar and fifty cent (\$5.50) 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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).

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. In order to expedite transfer of students to other teachers when warranted, the secondary school principal may assign more than one teacher to the instruction of required subjects when feasible.
- 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 in 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 eighty dollars (\$180.00) per teacher for the 1969-70 school year 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 dependants.
 - (b) Group term life insurance.
 - (c) Salary protection and loss of time.
 - (d) Separate major medical \$500.00 deductible).

This sum will be increased to two hundred and forty dollars (\$240.00) per teacher for the 1970-71 school year.
- B. The Board shall make payment of insurance premiums for each teacher to assure insurance coverage for the full twelve month period commencing September 1 and ending August 31. 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

GRIEVANCE PROCEDURE

- A. For the purposes of this Agreement, the following Grievance Procedure shall be used:
1. A claim by a teacher that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as provided herein.
 2. Step I - The teacher shall first present the matter to his principal, or immediate supervisor.
 3. Step II - If satisfaction is not obtained, the issue shall be reduced to a written grievance within three (3) working days, identifying the issue and stating what paragraph or paragraphs and section or sections of the contract is involved. After the teacher signs the grievance, the Association's representative, the grievant and one member of the Association's Professional Right's and Responsibilities Committee shall meet with the principal, or supervisor, and one other member of the school administration appointed by the superintendent. The principal, or supervisor, and other member of the school administration shall write their answer to the grievance on the grievance form within three (3) working days and the principal, or supervisor, other member of the school administration, Association's representative and member of the Association's Professional Rights and Responsibilities Committee shall sign showing their concurrence or non-concurrence.
 4. Step III - If the grievance is not settled in Step II, a meeting between three (3) officers of the Association and three (3) representatives of the Board will be arranged within ten (10) school days after the Associations receipt of the written answer to the grievance mentioned in Step II above.

ARTICLE XXIII

ARBITRATION (STEP IV OF GRIEVANCE PROCEDURE)

- A. Any grievance remaining unsettled at the conclusion of the Grievance Procedure outlined in Step III of this Agreement may be submitted to arbitration by either the Board or the Association under the following conditions:
1. The matter to be arbitrated must concern the application or interpretation of this agreement, either as to the meaning of its terms or as to the rights of either party under these terms, or as to whether some action which has been taken is justified according to these terms.

2. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within ten (10) working days of the conclusion of Step III, of the Grievance Procedure except that either party may request in writing an extension of time to notify, but in no event shall such time limit be extended beyond forty-five (45) calendar days after the conclusion of Step III of the Grievance Procedure. Such notification shall identify the grievance and the issue and shall state what part, or parts, of the contract is, or are involved. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
3. Within five (5) days after receipt of such written notice, provided for in paragraph two (2) above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties.
4. If an agreement on the selection of an arbitrator cannot be reached within five (5) days after such notice, then the party initiating the arbitration shall request the American Arbitration Association to furnish both parties with the names of five impartial arbitrators. The names shall be selected from the roster of duly accredited members of the American Arbitration Association. Within five (5) days after receipt of such list, unless a later date is mutually agreed upon in writing, the parties shall meet to choose one person from such list by alternately striking a name therefrom, beginning with the party initiating the arbitration, until only one name remains. The remaining person shall be the Arbitrator for that case.
5. The arbitrator may interpret this Agreement and Apply it to the particular case submitted to him, but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement, nor shall he have any authority to limit or change any policies, practices or rules, except as they may involve an application or interpretation of this Agreement; nor shall he have any authority to formulate, or add any new policies or rules, nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement. In the event any disciplinary action taken by the Board is made the subject of an arbitration proceeding, the arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the question of whether the teacher involved had been disciplined for proper cause. If the arbitrator finds that the penalty assessed by the Board is excessive for the offense or offenses committed he may modify that penalty. It is further understood that salary schedules incorporated in this agreement shall not be subject to arbitration and the arbitrator shall have no authority to establish or change any salary schedule. The arbitrator shall have no authority to rule on any issue or dispute arising under or in connection with any Pension Plan, or Insurance Program.
6. At the time of the arbitration hearing either party shall have the right to examine and cross-examine witnesses and to make a written record of the proceedings.

7. No claim against the Board including claims for back wages, by a teacher covered by this Agreement, or by the Association, shall be valid for any period except fifteen (15) days prior to the date the grievance was first filed in writing.
 8. No claim for back wages shall exceed the amount of wages the teacher would otherwise have earned at his regular rate, less any compensation he may have received during his absence from teaching duties.
 9. All costs incurred in connection with the preparation and presentation of each case shall be paid by the party incurring such costs. The expenses of each witness and the compensation of any witness for either party shall be paid by the party producing such witness.
 10. The arbitrator's fees and expenses shall be borne equally between the Association and the Board.
- B. Retroactive Adjustments - No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.
 - C. Withdrawal of Cases - A case on which an arbitrator has been given authority to rule shall not be withdrawn except by mutual consent of the parties to this Agreement.
 - D. Decisions Final - The decision of the arbitrator shall be final and binding upon the Board, the Association and the teacher or teachers involved unless the arbitrators decision is in conflict with the laws of the State of Michigan.

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. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation and terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. During the term of this agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. However, it is recognized that matters may from time to time arise of vital mutual concern to 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 will accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters provided they mutually consent to such discussions.
- B. Beginning not later than March 1 of the calendar year in which this agreement expires, the Clare Education Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teacher's salaries and other conditions of their employment.
- 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.
- E. A maximum of five (5) days of released time per year without loss of pay will be made available to be allocated by the Association for use by teachers designated by the Association to attend Association meetings or conferences.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective as of August 25, 1969, and shall continue in effect until the 30th day of June, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By _____
Its President

By _____
Its Secretary

By _____
Chairman, Negotiating Committee

By _____
Negotiating Committeeman

By _____
Negotiating Committeeman

By _____
Negotiating Committeeman

BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

By _____
Its Treasurer

By _____
Trustee

By _____
Trustee

By _____
Trustee

By _____
Trustee

By _____
Superintendent

Dated this _____ day of
_____, 1969--

SCHEDULE A-1
SCHOOL CALENDAR
1969-70

Monday, September 1	Labor Day
Tuesday, September 2	Teachers' meetings - no classes
Wednesday, September 3	Pupils attend on half day only
Thursday, September 4	Pupils attend on half day only
Friday, September 5	Full day pupil attendance
Friday, October 17	End of first marking period
Thursday, October 23	Teachers' meetings - no classes
Friday, October 24	Teachers' meetings - no classes
Wednesday, November 26	School closes at noon End of second marking period
Thursday, November 27	Thanksgiving - no school
Friday, November 28	Thanksgiving Recess - no school
Friday, December 19	Christmas Recess begins at 3:30 p.m.
Monday, January 5	Classes resume
Wednesday, January 21	Semester Exams - 2:30 dismissal
Thursday, January 22	Semester Exams - 2:30 dismissal End of third marking period
Friday, January 23	Records' Day- no classes
Friday, March 6	End of fourth marking period
Friday, March 27	Easter Recess begins at noon (Good Friday)
Monday, April 6	Classes resume
Friday, April 24	End of fifth marking period
Friday, May 29	Memorial Day Recess - no school
Wednesday, June 10	Final Exams - 2:30 dismissal
Thursday, June 11	Final Exams - 2:30 dismissal
Friday, June 12	Records' Day - no classes

SCHEDULE A-2
SCHOOL CALENDAR
1970-71

Monday, September 7	Labor Day
Tuesday, September 8	Teachers' meetings - no classes
Wednesday, September 9	Pupils attend on half day only
Thursday, September 10	Pupils attend on half day only
Friday, September 11	Full day pupil attendance
Friday, October 23	End of first marking period
Thursday, October 29	Teachers' Meetings - no classes*
Friday, October 30	Teachers' Meetings - no classes*
Wednesday, November 25	School closes at noon
Thursday, November 26	Thanksgiving - no school
Friday, November 27	Thanksgiving Recess - no school
Friday, December 4	End of second marking period
Tuesday, December 22	Christmas Recess begins at 3:30 p.m.
Monday, January 4	Classes resume
Wednesday, January 27	Semester Exams - 2:30 dismissal
Thursday, January 28	Semester Exams - 2:30 dismissal End of third marking period
Friday, January 29	Records' Day - no classes
Friday, March 12	End of fourth marking period
Friday, April 9	Easter Recess begins at noon
Wednesday, April 14	Classes resume
Friday, April 23	End of fifth marking period
Monday, May 31	Memorial Day Recess - no school
Wednesday, June 9	Final Exams - 2:30 dismissal
Thursday, June 10	Final Exams - 2:30 dismissal
Friday, June 11	Records' Day - no classes

*These dates subject to change at the request of the Association.

SCHEDULE B

Salary Schedule 1969-70

<u>Step</u>	<u>Experience Credit</u>	<u>Index</u>	<u>B.A.</u>	<u>M.A.</u>	<u>Ed.S.</u>	<u>Non-Degree Index</u>	<u>Non-Degree Salary</u>
1	0	1.00	\$7,100	\$7,600	\$8,100	.90	\$6,390
2	1	1.03	7,313	7,828	8,343	.925	6,567.50
3	2	1.06	7,526	8,056	8,586	.95	6,745
4	3	1.11	7,881	8,436	8,991	.975	6,922.50
5	4	1.16	8,236	8,816	9,396		
6	5	1.21	8,591	9,196	9,801		
7	6	1.26	8,946	9,576	10,206		
8	7	1.305	9,265.50	9,918	10,570.50		
9	8	1.35	9,585	10,260	10,935		
10	9	1.395	9,904.50	10,602	11,299.50		
11	10	1.44	10,224	10,944	11,664		

Increments are based on \$7,100 beginning salary for teachers with the Bachelor's Degree, \$7,600 beginning salary for teachers with the Master's Degree and \$8,100 for teachers with the Educational Specialist's Degree.

SCHEDULE B

Salary Schedule 1970-71

<u>Step</u>	<u>Experience Credit</u>	<u>Index</u>	<u>B.A.</u>	<u>M.A.</u>	<u>Ed.S.</u>	<u>Non-Degree Index</u>	<u>Non-Degree Salary</u>
1	0	1.00	\$7,600	\$8,100	\$8,600	.90	\$6,840
2	1	1.03	7,828	8,343	8,858	.925	7,030
3	2	1.06	8,056	8,586	9,116	.95	7,220
4	3	1.11	8,436	8,991	9,546	.975	7,410
5	4	1.16	8,816	9,396	9,976		
6	5	1.21	9,196	9,801	10,406		
7	6	1.26	9,576	10,206	10,836		
8	7	1.305	9,918	10,570.50	11,223		
9	8	1.35	10,260	10,935	11,610		
10	9	1.395	10,602	11,299.50	11,997		
11	10	1.44	10,944	11,664	12,384		

Increments are based on \$7,600 beginning salary for teachers with the Bachelor's Degree, \$8,100 beginning salary for teachers with the Master's Degree and \$8,600 for teachers with the Educational Specialist's Degree.

SCHEDULE B-1

ADDITIONAL COMPENSATION FOR EXTRA DUTIES

Miscellaneous

<u>Title of Position</u>	<u>Per Cent of Salary</u>
Band (2)	10
Yearbook Advisor (1)	5
High School Student Council (1)	7
Junior High School Student Council and Activities Director (1)	5
Future Homemakers of America (1)	5
Future Farmers of America (1)	5
Director of Guidance and Adult Education (1)	10
Elementary School Curriculum Chairman (1)	8
Type "A" Teachers of the Educable Mentally Handicapped (3)	8
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
Departmental and Grade Level Chairmen (not to exceed 10 in both buildings combined)	\$200

1. Clerical employees, or others, are to be paid from Athletic Board Funds to handle game ticket sales.
2. Chaperoning spectator buses has been included in the job description as a responsibility of the cheerleading coach. If more than one spectator bus is needed for any athletic contest, chaperoning on the part of other faculty members will be strictly on a non-paid volunteer basis.
3. Departmental and Grade Level Chairmen will be appointed by the building principals. The Elementary Curriculum Chairman, the Director of Guidance and the Athletic Director will be expected to serve on the respective building Faculty Councils (composed of Grade Level Chairmen in the Elementary building and Departmental Chairmen in the Secondary building) as a part of their extra duty responsibilities and compensation and therefore will not receive the \$200 awarded Departmental and Grade Level Chairmen.

SCHEDULE B-2

ADDITIONAL COMPENSATION FOR EXTRA DUTIES

Athletic Coaches

<u>Position</u>	<u>Per Cent of Salary</u>
Athletic Director	10
Football	
Head and Varsity Coach	10
Assistant Varsity Coach	6½
Junior Varsity Coach	7
Assistant 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 (1 or 2)	7
Baseball	
Head and Varsity Coach	7
Junior Varsity Coach	5½
Track	
Head Coach	7
Junior High Coach	5½
Golf Coach	4½
Cheerleading	7
Elementary Intramural Director	7

APPLICATION FOR PERSONAL
BUSINESS LEAVE
CLARE PUBLIC SCHOOLS

Professional employees are entitled to personal business leave, chargeable against sick leave, subject to the following limitations:

1. Two (2) days a year of the sick leave allowance may be used for personal business, non-cumulative, provided the employee has less than five (5) years of teaching experience credit on the salary schedule. Employees having five (5) or more years of teaching experience credit on the salary schedule will be allowed three (3) days a year of the sick leave allowance for personal business, non-cumulative.
2. Personal business means 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 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 use of personal business leave.
3. An application for personal business leave, containing the reason for the request, must be submitted to the Administrative Office in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable).*
4. A personal business leave day shall not be granted for the day preceding, or the day following holidays or vacations, and the first and last days of the school year except in an emergency.

Date _____

I hereby request personal business leave on the following date or dates _____ . The reason for this request falls within the provisions of the current Master Agreement between the Clare Education Association and the Clare Board of Education outlined above. Briefly stated the reason for this is as follows: _____

Teacher's Signature

/Approved

/Disapproved (reason _____)

Signature of Superintendent
(or his representative)

*Two copies should be forwarded to the Administrative Office. One copy will be returned to the teacher making the request as soon as the request is approved or disapproved.