

CLAWSON BOARD OF EDUCATION

AND

CLAWSON EDUCATION ASSOCIATION AGREEMENT

1967
66-67

This Agreement entered into this _____ day of June, 1966 by and between the Board of Education of the City of Clawson, Michigan, hereinafter called the "Board", and the Clawson Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, The Board and the Association recognize that providing a quality education for the children of Clawson is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and,

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

WHEREAS, The Board and the Association have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain reasonably with each other with respect to hours, wages, terms and conditions of employment of the teaching staff; and,

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to reduce to writing.

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional teaching personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the housebound or hospitalized, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and administrative personnel and office and clerical employees. The term "teacher," when used hereinafter in this Agreement, shall refer to teaching employees in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. It is the intention of the Board to make dues deductible for teaching personnel as soon as the proper equipment can be purchased and installed. When such equipment is available, teachers may sign and deliver to the Board an assignment authorizing deduction from regular pay checks of membership dues or assessments of the Association which shall include the National Education Association and the Michigan Education Association, in such amounts as the Association shall establish.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws, Teacher Tenure Laws or the applicable civil service laws and regulations. The rights granted to and the duties of teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Teacher Rights

A. The Board understands that every teacher employee of the school system shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for

Clawson Educ. Assn.

MEM
1216 Kendall
E. Lansing, Mich. 48823

mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to reasonable use of school building facilities at all reasonable hours for meetings, provided approval is obtained from the office. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards may be installed by the Association for teachers in faculty lounges in each building. Other established media of communication may be distributed through the, regular inter-school mail to the school letterbox in each building.

D. The Board agrees to furnish to the Association in response to reasonable written requests from time to time all available public information concerning the district.

ARTICLE III

Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, and any extension thereof, provided, however, that upon written notice to the other party on or before March 1 of each year of this Agreement, or any extension thereof, either party may request the reopening of negotiations of such salary schedule.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, commencing not earlier than September 1, and concluding not later than June 20 not to exceed 187 days for normal teaching hours. For extra work, the teacher shall be entitled to appropriate additional professional compensation as set forth in the salary schedule.

C. The following holidays shall be observed and all schools closed:

1. Thanksgiving Day and the Friday following.
2. Winter Recess. Winter Recess will begin no later than 2:00 P.M. December 23. However, if December 23 is a Saturday, Sunday or Monday, the recess will begin at 2:00 P.M. on the Friday immediately preceding December 23.
3. New Year's Day.
 - (a) School resumes on January 2, except when New Year's Day falls on a Thursday, Friday or Saturday, in which case school resumes on the following Monday.
 - (b) School resumes on Tuesday, January 3 when New Year's Day falls on a Sunday.
4. Spring Vacation.
 - (a) Spring vacation begins at the close of the school day on the Thursday preceding Easter.
 - (b) School will resume on the second Monday following Easter.
5. Memorial Day.
 - (a) When Memorial Day falls on Sunday, school will resume on Tuesday.

- (b) When Memorial Day falls on Thursday, school will resume on the following Monday.
- (c) When Memorial Day falls on Tuesday, the preceding Monday will be a holiday.

D. Any teacher required to be engaged during the school day in grievance procedure, including arbitration shall be released from regular duties without loss of salary.

E. The president of the Association, or his duly appointed representative, shall be released from regular duties without loss of salary at least four (4) days each year for the purpose of participating in area or regional meetings of the Michigan Education Association.

ARTICLE IV

Teaching Hours

A. The teacher's normal teaching hours in the secondary and elementary schools shall be as follows:

	<u>H.S.</u>	<u>J.H.S.</u>	<u>ELEM.</u>
1. Teachers check in no later than.....	8:00 A.M.	8:05 A.M.	8:30 A.M.
2. Teachers at assigned place of duty not later than.....	8:05 A.M.	8:10 A.M.	8:40 A.M.
3. Teachers shall leave school no earlier than..	3:30 P.M.	3:35 P.M.	4:00 P.M.

Teachers will be allowed to leave school as soon as regular classes have ended on Friday.

B. The teacher's normal teaching hours in the elementary schools shall be as follows:

- 1. Teachers are to return to their classrooms after noon dismissal by 12:45 P.M.
- 2. Unless permission is granted by the principal, teachers shall leave school no earlier than 4:00 P.M.
- 3. Hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester, but shall in no event be longer than the foregoing.

C. All elementary teachers, except Special Education teachers, shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular class hour, in no event less than fifty (50) minutes.

D. Special Education teachers are entitled to a duty-free uninterrupted lunch period of not less than twenty-five (25) minutes.

E. The Association recognizes that from time to time it is necessary to conduct meetings in the areas of curriculum and faculty responsibilities which may continue thirty (30) minutes after regular dismissal time.

ARTICLE V

Teaching Loads and Assignments

A. The normal weekly teaching load in the senior high school will be 25 teaching periods and/or study periods of fifty-five (55) minutes each and 5 unassigned preparation periods. The normal weekly teaching load in the junior high school will be 25 teaching, study or activity periods of fifty-five (55) minutes each and 5 unassigned preparation periods. The normal weekly teaching load in the elementary schools will be comparable. No departure from these norms, except in case of emergency, shall be

authorized without prior agreement between the Board and the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except for good cause and by mutual agreement outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to the closing of each semester. Such changes will be voluntary as far as possible. Every effort will be made to avoid assigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

ARTICLE VI

Teaching Conditions

Each of the parties recognizes that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and as soon as possible to the following maxima:

1. Elementary classes to 30 pupils.
2. Special classes for handicapped or mentally handicapped -- 15 pupils.
3. Secondary -- to standards set forth by North Central.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will endeavor so far as possible to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times subject to budget limitations to keep the school reasonably and properly equipped and maintained.

C. It is agreed that each teacher shall be responsible for disciplinary problems arising in the classroom. All administrative disciplinary problems shall be handled by the administration.

D. The Board shall make available in each school building adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room appropriately furnished shall be reserved for use as a faculty lounge in which smoking will be permitted.

E. Telephone facilities shall be made available to teachers for their reasonable use.

F. In schools where cafeteria service for teachers is not available, a vending machine for beverages may be installed by the local school faculty, the net proceeds to belong to the local school faculty.

G. Adequate properly drained parking facilities shall be made available to teachers.

H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no reasonable religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The reasonable private and personal life of any teacher is not within the appropriate concern or attention of the Board.

I. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VII

Vacancies - Promotions - Transfers

A. Promotions: Teachers and Administrators.

It is the policy of the Administration and Board of Education to consider promotions from staff members when in the judgment of the Administration such staff members are capable of satisfactorily performing the duties of the position to be filled.

In addition to any other notification of vacancies in administration, counseling or teaching positions that the Superintendent or Board of Education gives, a list of impending vacancies that are apparent to the Superintendent shall be posted in each school building where a vacancy exists.

In selecting people for promotions, the qualifications to be considered are: Leadership ability, personality, organizational ability, willingness to accept responsibility, ability to work with others, loyalty to the profession, educational background, experience and seniority.

B. Procedure for filling vacancies in Administrative staff:

The Superintendent of Schools, when a vacancy occurs on the administrative staff, shall advertise such vacancy and receive applications from candidates. Qualified employees may initiate their own application on forms provided, or they may be nominated by the Superintendent. Applications shall be received through accepted channels from candidates outside the district. In appraising qualifications of candidates, appropriate weight shall be given for:

Leadership ability, personality, organizational ability, willingness to accept responsibility, ability to work with others, loyalty to the profession, educational background, experience and seniority.

The Board reserves the right to administer written and oral tests in connection with a particular vacancy.

ARTICLE VIII

Leaves

A. Emergency Leave:

Leave of absence not to exceed five (5) days per year may be used for emergencies. These days shall be deducted from accrued sick leave. Permission for such leave must be obtained from the Superintendent, Principal or Directors' Office. Such emergency leave may include:

1. Fire, accident or funeral affecting immediate family.
2. Marriage or graduation of a member of the immediate family, or of the employee himself.
3. Required court appearances.
4. Child born to wife.
5. Illness in the immediate family.

An emergency leave for illness or death in the immediate family (or required court appearance may be extended beyond the above mentioned five (5) days with the consent of the Superintendent, also to be deducted from the employee's accumulated sick leave.

The definition of "immediate family" is: husband, wife, son, daughter, mother, father, mother-in-law, father-in-law and grandparents of the employee and spouse.

Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the remainder of the year or ninety (90) school days, whichever is greater.

B. Military Leave:

Any regular employee who may enlist or be drafted into the Armed Services of the United States for service shall be granted a leave of absence. He shall be reinstated in the school system as soon as he returns and will be put on the current salary schedule including the annual increments for the time spent in the military service.

The applicant's request for reinstatement must be accompanied by proof that he is fully qualified to perform the duties. The application for reinstatement must be made within ninety (90) days from date of honorable discharge.

C. Voluntary Leave:

An employee who has served in the Clawson Public Schools two or more years may be granted a leave of absence for personal reasons without pay upon written request, providing that leave shall not exceed a period of one calendar year.

Time spent on voluntary leave of absence shall not be credited toward salary increments in the same manner as time spent on active duty. The applicant's request for reinstatement must be accompanied by proof that he is fully qualified to perform the duties. The application for reinstatement must be made within ninety (90) days of the beginning of the school year in which he or she wishes to return to service.

A voluntary leave of absence shall not be for more than a full calendar year.

D. Involuntary Leave:

The Superintendent may request in writing a physical or mental examination for any member of the staff whenever in his judgment such action is required for the best interests of the children of the school district. Such written request may be made by the Superintendent as often as deemed essential to the physical or mental welfare of the individual involved.

A report from three physicians shall be required. One physician to be chosen by the Board of Education, one chosen by the employee and one mutually agreed upon by both parties. The expenses of the examination to be borne by the Board of Education.

Upon the receipt of two favorable opinions of the physicians involved, the staff member will be considered for reinstatement. If reinstatement is granted, the employee shall be placed in the first available opening for which he is qualified.

E. Maternity Leave:

The Board of Education will grant a leave of absence for maternity reasons, without pay, to any employee who has served the system for two years or more, upon written request for such leave and upon proper certification of pregnancy by the employee's physician.

Maternity leave shall begin no later than the end of the fourth month of pregnancy, or the end of the current semester, whichever shall occur first, and shall continue for a minimum of six months after the birth of the child and continuing at the will of the Board of Education. Exceptions to this regulation may be made by the Board of Education upon the recommendation of the principal of the school where the employee serves, along with a written statement from a physician approving deviation from this policy.

In the event of a miscarriage, the School District's sick leave allowance policy shall not apply. The employee shall not return to her duties until six months shall have elapsed following the miscarriage, except on the recommendation of the principal along with a written statement from the attending physician approving earlier return to teaching duties.

In the event of pregnancy of an employee who has not served in the school district for two or more years (school years) and is therefore not eligible for maternity leave under the Board's policy, such employee shall terminate her services no later than four months or at the end of current semester whichever comes first, and a teaching contract shall be null and void at that time. Exception to this regulation may be made upon written recommendation of the principal. Consideration for re-employment shall not be given to such employee until six months shall have elapsed after the birth of the child except that a deviation from this policy may be made upon the recommendation of the principal along with a written statement from the attending physician approving the proposed deviation.

The School District shall not be under obligation to re-employ a teacher who is ineligible for maternity leave of absence following the birth of her child. In the event that a teacher under contract becomes pregnant before the beginning date of her contract, she shall give notification of her pregnancy to the Superintendent of Schools, and her contract shall become null and void, and she shall not begin her teaching duties under that contract. Exception may be made to this rule on the recommendation of the Superintendent and a written statement from the attending physician approving said exception.

F. Leave for Exchange Teaching:

Teachers under contract in the Clawson School System who have had a minimum of two (2) years service in the district, may with the approval of the Superintendent, be granted leaves of absence for the purpose of exchange teaching. Conditions under which the Superintendent will grant such a leave will include:

1. There shall be an exchange of teachers only between districts and countries approved by the Superintendent of Schools.
2. There may be no more than two exchange teachers during any one school year.
3. Leaves of absence for exchange teaching will be granted only if the co-operating school system sends an exchange teacher to take the place of the one to whom the leave of absence is granted. Foreign teachers who are granted leaves of absence for exchange teaching within the United States will receive no salary from the school system in which they do exchange teaching. Clawson teachers on foreign exchange teaching programs will receive their salaries from our School Board on the regular salary schedule instead of from the foreign system in which the exchange teaching is done.

Teachers who are granted leaves of absence for exchange teaching upon return to the school system will be on the same basis as though they had not been absent on leave.

4. Leave of absence for exchange teaching must not exceed one year.

G. Leave for Teaching Outside of the United States:

Teachers under contract in the Clawson School System who have had a minimum of two (2) years service in the District may, with the approval of the Superintendent, be granted a leave of absence for not more than two (2) years, for the purpose of teaching outside the continental limits of the United States, under the teaching program of the United States Department of Defense or American Industries or the Peace Corps. Teachers who are granted this leave of absence, upon returning to the school system, will be on the same basis as though they had not been absent on leave.

H. Leave for Professional Study:

An instructional employee who has taught under contract in the Clawson School System for two (2) years or more, upon written request, may be granted a leave of absence without pay for the purpose of professional study, providing that the leave shall not exceed a period of one year. Time spent on leaves of absence for professional study shall be credited toward salary increments in the same manner as time spent on active duty. Reinstatement shall be the same as that provided under "military leave."

I. Sick Leave:

Sick leave of one day per month, effective on the last day of each month, shall be allowed. All of the unused days actually earned shall be added at the end of each fiscal year to the employee's sick leave reserve, provided that such sick leave reserve shall not exceed a total of seventy (70) days. In order to be allowed one day sick leave per month, an employee must work a minimum of 50% of the working days during the month in which he expects to earn a sick leave day.

If an illness occurs on the day before or after a holiday or vacation period, the employee must present a physician's statement to the office of the Superintendent of Schools upon his return. A physician's statement will also be required if a teacher is absent for illness on two consecutive Mondays that school is in session.

J. Personal Business Leave:

1. A teacher may be allowed absences with pay, totalling not more than two (2) days within each school year, for personal or private business, which can be accomplished only during school hours.

The personal business days shall be earned at the rate of one (1) per semester. The total allowance for which a teacher would be eligible during the school year will be granted on the first day of employment. Personal business days used in excess of such days earned will be deducted from the teacher's contract if his contract is terminated before

the end of the school year.

2. Except in cases of emergency, personal business leave with pay will not be granted in the first or last week of the school year or within three (3) school days prior to or following a vacation period.
3. All requests for personal business leave shall be in writing, and shall be initialed by the principal. Except in cases where extreme emergency circumstances prevent the teacher's request for personal business leave must be submitted to the principal in advance of the absence.
4. Except in cases of extreme emergency, failure to submit a written notification for personal business leave in advance may result in forfeiture of pay for the absence.
5. Personal business days shall not be accumulated from one school year to the next.

K. Other Regulations:

Teachers who are absent without an adequate plan available for the substitute teacher shall forfeit their right to collect salary on the sick leave plan.

L. Deductions for Sick Leave:

If a new employee, during his first year of employment, finds it necessary to use more than his accumulated sick leave bank reserve, he shall have a per diem amount deducted from his salary for each day of sick leave used beyond his reserve, which is equal to a sum found by dividing the number of days in the year for which he is to be paid into the annual salary to be paid him.

However, if days are accumulated during his first year of employment and are not used by the end of the year, he will receive payment for the days previously deducted by using his accumulated sick leave reserve, but he cannot expect reimbursement for more days than he could build up in this one year.

M. Observation of religious holidays:

Employees, upon request to the Superintendent of Schools, will be granted no more than three (3) leave days with pay for the purpose of observing high religious holidays.

The first two days are to be charged against the personal business days, and the third against the sick leave.

ARTICLE IX

Retirement

A. Terminal Leave and Retirement:

The Board of Education has determined that a reasonable age for retirement for certificated and non-certificated employees will be sixty-five (65), unless an employee elects to retire at an earlier age under the proper rules of the Michigan School Employees Retirement Fund.

Certified employees shall retire at the close of the year in which they reach the age of 65 years. If the certified employee reaches the age of 65 years during the summer recess, he shall retire at the close of the school year just completed.

This policy shall not become mandatory until June 30, 1967. During the time from July 1, 1965 until June 30, 1967, employees may continue to be employed after 65 years of age at the discretion of the Board of Education on a week-to-week basis at the same rate of pay that they were receiving at the time they reached their sixty-fifth birthday or the close of the school year whichever occurred first.

Any employee after having completed the immediate preceding ten (10) years of service in the School District of the City of Clawson, and who is fully qualified for retirement as determined by the statutes governing retirement by the Michigan Public Schools Employees Retirement Fund Board, shall be paid, upon retirement, for the unused days in his sick leave reserve at his current salary rate, and on the following basis:

The first 16 unused days at full rate.
The next 16 unused days at one-half rate.
The next 16 unused days at one-fourth rate.
And the remainder of unused days at one-eighth rate.

ARTICLE X

Insurance

A. The Board agrees to make payroll deductions for hospitalization or life or annuity insurance for the teacher upon written authorization signed by the teacher and provided the School District has proper equipment to make such deduction. The Board agrees to acquire and install proper equipment as soon as practicable.

ARTICLE XI

Teacher Evaluation

A. Each teacher shall have the right upon request to review the contents of materials submitted after July, 1966, of his own personnel file in the presence of the Superintendent, except that all material deemed to be confidential by the Superintendent may be removed from the file and shall not be subject to review by the teacher. A representative of the Association may be requested to accompany the teacher in such review.

B. No teacher shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank or compensation, not covered by the Michigan Tenure of Teachers Act (Act 4 P.A. of 1937), as amended, shall be subject to the professional grievance negotiations hereinafter set forth.

C. If a teacher is evaluated, a written report shall be completed in triplicate and signed by the building principal and the teacher. One copy is to be sent to the Superintendent, one copy retained by the building principal, and one copy 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.

D. If the principal suspects or has reason to believe that there will be a marked adverse change from the previous evaluation of a Tenure Teacher, this fact is to be brought to the teacher's attention in order that said Tenure teacher may have some time within which to attempt to correct the situation. The present standards of evaluation are:

Outstanding:	Superior -- a real example to others.
Very good:	Achievements rank in top level of others in group.
Satisfactory:	Average -- 'meets with most requirements adequately; achieves about the same as others in group.
Below average:	Needs improvement -- weaknesses noticeable.
Poor:	Does not measure up to desired requirements of the job.

Examples of a marked adverse change would be in going from Satisfactory, Very Good, or Outstanding to Poor or Below Average.

E. Other than factual information, nothing contained in any personnel file (except that which has accumulated since July 1, 1966), shall be disclosed by the School District to any other district. Data concerning length of service, subjects taught, and similar factual information may be disclosed.

Should a teacher desire, a written request to the Superintendent may waive this restriction, and by a written request the teacher likewise may authorize the Association Attorney to examine the teacher's personnel file with the Superintendent for the purpose of discarding therefrom purely hearsay or opinionated information. Such material shall be removed upon mutual agreement of the Superintendent and the Board Attorney on the one hand, and the Association's Attorney and the teacher on the other.

ARTICLE XII

Protection of Teachers

A. The Board recognizes some student behavioral problems to be beyond the teacher's control and agrees that the school administration will take any and all action deemed necessary by the school administration when a child's behavior is such that it impedes or undermines the academic progress of the class.

B. Any case of assault upon a teacher in the course of his employment as a teacher or because of his employment as a teacher shall be promptly reported by the teacher to the principal of the school. At the request of the teacher involved, the Board will provide and pay for an attorney to advise the teacher of his rights and obligations with respect to such assault.

C. Any absences by the teacher because of an assault upon a teacher in which the teacher may not perform his duties as a teacher, in the course of his employment or because of his employment as a teacher shall be fully excused and shall not be considered to reduce said teacher's sick day allowance and the teacher shall receive an amount equivalent to his full salary for a period of ninety (90) school days or remainder of the school year (whichever is the greater), because of said assault or because of any lawsuit arising out of said assault (which can be full salary or the difference between full salary and workmen's compensation benefits which are in lieu of salary); provided, however, as to all of the above, that it is determined by the Board, or its representative, that the teacher was acting in accordance with and within the scope of Board policy in connection with the disciplining of students or otherwise.

D. The Board will reimburse the teacher for loss or damage to personal property in connection with any assault on said teacher in the course of his employment or because of his employment as a teacher, provided the teacher was acting and/or attempting disciplinary action in accordance with and within the scope of Board policy.

E. Any complaint by a parent of any student against any teacher which a principal feels may affect said principal's evaluation of said teacher shall be promptly called to the attention of the teacher involved.

F. If any teacher is complained against or sued by reason of disciplinary action taken within the district's policy by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

G. The following duties or responsibilities shall not be considered as supervision:

Chairing committees leading departmental meetings; informal interviewing of teacher applicants or Tenure coaching duties.

ARTICLE XIII

Negotiation Procedure

A. The Board and the Association agree to meet at the Parkland Recreation Center in the City of Clawson, Michigan, on dates and times agreed upon in writing by both parties.

B. Such meetings shall be called in writing with a minimum of three (3) days and a maximum of seven (7) days' notice in keeping with the obligation of the parties; and the topics to be discussed shall be stated in the notice.

C. All professional negotiating meetings will be closed to the public and the press unless mutually agreed upon later, and all persons in attendance will be members of respective bargaining teams.

D. Agreements of opinions reached in all meetings will be written and submitted by both parties for initialing at the beginning of the following meeting.

E. Formalized understandings of the negotiating committees are to be submitted in their entirety by the Board and Association representatives for ratification by their respective groups.

F. Each negotiating team shall keep its own records.

G. The cost of reproducing resolved items, reduced to writing, will be assumed by the Board of Education.

H. Adjournment times should be reasonable for each meeting.

I. The negotiators may appoint one person from their respective groups to meet shortly after each bargaining session to formulate in writing tentative understandings. These understandings will be submitted at the beginning of the next meeting and both sides may then change the wording as deemed necessary.

J. The negotiators of the Board and the Association will relay all completed understandings in their entirety to their respective groups no later than two weeks from the time of agreements or at the next Board meeting, whichever occurs later.

K. When either party believes that an agreement cannot be reached and wishes to make public its opinion, twenty-four (24) hours' written notice is to be given to the other party.

L. From time to time both the Board and the Association may release to the press and the public mutually agreed upon statements of progress.

M. These Rules of Procedure will be applicable at all negotiations. These Rules of Procedure may be mutually amended. A recommended change is to be submitted in writing by either party prior to its discussion.

ARTICLE XIV

Grievance Procedure

A. Definitions:

1. A "grievance" is a claim based upon an event or condition which allegedly affects the conditions or circumstances under which a teacher works, allegedly caused by a misinterpretation or an inequitable application of established law, policy, or the terms of this agreement.
2. The term "teacher" includes any individual or group of teachers employed by the School district and who are certified and who are included in the bargaining unit.
3. A "party of interest" is the teacher or group of teachers making the claim, on the one hand, and the Superintendent, his designated agent, or the Board of Education depending upon the level reached in processing the grievance, on the other.
4. The term "day" shall be interpreted as meaning a working school day unless otherwise stipulated.

B. Purpose:

The primary purpose of the procedures set forth in this Section is to secure, at the lowest level possible, agreeable equitable solutions to a stated grievance. Parties of interest agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher, having filed a grievance, to discuss the matter informally with members of the administration who are or who have been parties of interest in the grievance in question.

C. Structure:

1. There shall be at least one but not more than four (4) Association representatives for each school building to be selected in a manner determined by the Association, and the names of the representatives shall be given to the principal.
2. The Association shall establish a Grievance Committee of not less than six (6) members, and the names of the committee shall be communicated to the Superintendent.

3. The building principal is designated as the administrative representative for Level One procedure. At Level Two, the Superintendent may select two (2) additional persons to assist in his function. The Superintendent may also delegate his position at this level to an Administrative Assistant.
4. The Board of Education will act in its own behalf at Level Three procedures. It may at its discretion designate three of its members to fulfill its obligation at this level.

D. Procedure:

Level One: The teacher wishing to file a grievance shall first discuss the matter with the Association Representative. If the Association Representative concurs that a grievance exists he shall notify the Grievance Committee who shall verify that no other grievance dealing with the same subject is pending at any level. If the Association Representative cannot agree as to the existence of a grievance, the Grievance Committee shall make the decision within five (5) days. The grievance, having been put in writing, shall be delivered to the building principal who shall schedule the Level One meeting to be held within three (3) days. Participants in this meeting shall include the principal, the grievant and the Association Representative. The principal shall make his decision known in writing within three (3) days after this meeting.

Level Two: In the event an agreeable solution to the grievance has not been achieved at Level One, the grievant or his representative may file the grievance with the Grievance Committee. The Grievance Committee thereafter shall make a decision as to the acceptability of the principal's decision within five (5) days. If this decision is to accept the solution proposed by the principal, it shall notify the parties of interest of its decision. If the decision is not to accept the proposed solution, the Grievance Committee shall deliver the grievance to the Superintendent who shall schedule a Level Two meeting within ten (10) days.

The teacher without active Grievance Committee support may, likewise, appeal the principal's decision to the Superintendent. Participants in this meeting shall include the Superintendent or his designated Administrative assistant and not more than two (2) associates and an Ad Hoc Committee of not more than three (3) persons appointed by the Association from among the members of the Grievance Committee. The Superintendent shall make his decision known to the Grievance Committee within five (5) days after the hearing.

Level Three: In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of hearing of the grievance by the Superintendent, the grievant may refer the grievance in writing through the Grievance Committee, to the Board of Education, or without active Grievance Committee support, the aggrieved may refer the grievance to the Board. Within ten (10) days from receipt of the written referral to the Board of Education, it shall meet with the Association's Grievance Committee and hold a hearing for the purpose of negotiating a mutually satisfactory solution to the grievance. A decision shall be rendered in writing within ten (10) days after such hearing.

Level Four: In the event a grievance, as defined in paragraph 1 above, cannot be settled satisfactorily at Levels One, Two and Three, the parties may mutually agree to submit the matter to arbitration or either party may take such other and further steps by way of Labor Mediation; application to the Oakland County Circuit Court, or such other procedures as may be provided by law. In the event the parties agree to arbitration, the parties shall first select an experienced, impartial and disinterested person as arbitrator. If the parties cannot agree on an arbitrator within ten (10) days after agreement to arbitrate, then an arbitration panel of three (3) persons shall be chosen, one by the Board, one by the Association, and a third, who shall act as Chairman, by the previously chosen two arbitrators.

Standard Rules governing arbitration shall govern the hearing.

Arbitrators shall have no power to add to or subtract from or modify any of the terms of this agreement or any supplementary agreements. The arbitrator shall have no power to provide agreements for the parties in those cases where in their contract they have agreed that further negotiations should occur to cover the matters in dispute. Those matters which are detailed under law and the Constitution of Michigan and the United States shall be excluded from arbitration.

This Level Four arbitration procedure is designed for and is meant to be used for deciding disputes between the parties in the specific application or interpretation of items covered in this contract. Grievances dealing with subjects which are not covered in this contract may not be submitted to arbitration, but are to be considered negotiable for inclusion in following contracts.

E. Rights to Representation:

Any party of interest may be represented at any meeting or hearing and at all steps and stages of a grievance by another teacher or by another person. Provided, however:

That no teacher may be represented by an officer, agent or other representative of any organization other than the Association. Provided further: When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing.

F. Miscellaneous:

1. All proceedings and preliminary decisions shall be private and shall remain confidential until a final disposition of the grievance is made.
2. There shall be no reprisals by either party taken against any party of interest by reason of participation.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. Three (3) copies of all forms for filing grievances and other related documents shall be made: One for the Grievant, one for the Board of Education, and one for the Association. The design and format for such forms shall be the responsibility of the Superintendent and the Chairman of the Grievance Committee. The Superintendent shall be responsible for the maintenance and distribution of an adequate supply of such forms and documents to facilitate the operation of the procedures as set forth herein.
5. A grievance may be withdrawn at any level without prejudice. If the withdrawn grievance was filed as an individual grievance, the Association Grievance Committee may refile the same grievance, naming the Association as the grievant filing on behalf of all teaching personnel.
6. When agreement is reached at Levels One, Two or Three, the agreement shall be reduced to writing, and both parties shall sign.
7. All information necessary to the determination and processing of the grievance shall be made available to the parties of interest. This may include certified extract copies of pertinent information.

ARTICLE XV

Professional Study Committees

- A. The Board and the Association may establish a Professional Study Committee to study matters and submit reports and recommendations to the parties.
- B. The clerical expenses of such Committee shall be borne by the Board.

ARTICLE XVI

Miscellaneous

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they shall call before 7:00 A.M. to report unavailability for work, and thereafter it shall be the responsibility of the administration to arrange for a substitute teacher.

B. The president of the Association shall be furnished with agendas for all public meetings of the Board.

C. The Association agrees at all times to police its membership and to enforce the rules, regulations and laws pertaining to the teaching profession, and to take such steps as may be necessary to keep the teaching personnel at its optimum level so that the students of the school district will receive the best possible education.

D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to/or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. Copies of the Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

F. 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.

G. Building Policy:

Because every building has problems particular to itself, due to facilities, personnel and the public, each building shall be authorized to democratically develop building policies that are not inconsistent with State Law, School Board Policy, this Master Contract, or other high authority.

ARTICLE XVII

Strike Prohibition

The Association recognizes that strikes 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 and the teaching staff agree that during the term of this Agreement, they will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE XVIII

Duration of the Contract

This Agreement shall remain in full force and effect without amendment until ~~July 1, 1967~~, and shall continue thereafter for succeeding annual periods until, and unless amended, altered or revised or terminated.

In the event either party desires a change in the terms of this contract for the period after July 1, 1967, or to terminate the Contract, written notice of the demand for revision together with a substantial statement of the change desired, or written notice of termination, shall be given to the opposite party on or before March 1 of the year preceding each anniversary date of the contract.

Giving of written notice of a request for a revision shall be considered as terminating the particular section to be revised.

Upon receipt of such notice, the parties shall enter into negotiation procedures as required by the pertinent section of Act 379 Public Acts of 1965 as amended.

B. It is mutually agreed that Schedule A, "Salary Schedules," and Schedule B, "School Policy," are a part of this contract the same as though the terms and provisions

thereof were set forth in full in this contract, and that the provisions of this agreement shall apply to said schedule the same as though expressly set forth in the schedules.

In witness whereof the respective parties have caused this Agreement to be executed by the appropriate authorized officers of each party on this _____ day of June, A.D., 1966.

SCHOOL BOARD OF THE CITY OF CLAWSON:

By _____
President

By _____
Secretary

CLAWSON EDUCATION ASSOCIATION:

By _____
President

By _____
Secretary

CLAWSON PUBLIC SCHOOLS

SALARY SCHEDULE 1966-67

June 16, 1966

<u>EXPERIENCE LEVEL</u>	<u>BA</u>	<u>INC.</u>	<u>BA + 20</u>	<u>INC.</u>	<u>MA</u>	<u>INC.</u>	<u>MA + 10</u>	<u>INC.</u>	<u>MA + 20</u>	<u>INC.</u>	<u>MA + 30</u>	<u>INC.</u>
0	\$5650		\$5816		\$6150		\$6316		\$6483		\$6650	
1	5930	\$280	6099	\$283	6440	\$290	6609	\$293	6779	\$296	6949	\$299
2	6210	280	6382	283	6730	290	6902	293	7075	296	7248	299
3	6500	290	6675	293	7030	300	7205	303	7381	306	7557	309
4	6800	300	6978	303	7340	310	7518	313	7697	316	7876	319
5	7100	300	7281	303	7650	310	7831	313	8013	316	8195	319
6	7410	310	7594	313	7970	320	8154	323	8339	326	8524	329
7	7730	320	7917	323	8300	330	8487	333	8675	336	8863	339
8	8050	320	8240	323	8630	330	8820	333	9011	336	9202	339
9	8380	330	8573	333	8970	340	9163	343	9357	346	9551	349
10	8710	330	8906	333	9310	340	9506	343	9703	346	9900	349
11	9050	340	9250	344	9650	340	9850	344	10,051	348	10,250	350

Non-Degree teachers' salaries shall be \$1500.00 less than Degree teachers, as per salary schedule.

SCHOOL DISTRICT OF THE CITY OF CLAWSON

EXTRA CURRICULAR ACTIVITIES SALARY SCHEDULE

Assignment	1966-67
<u>ADVISERS:</u>	
Senior Class Advisers (4)	\$ 250
Junior Class Advisers (6)	125
Sophomore Class Advisers	60
<u>ATHLETICS</u>	
Athletic Director - Senior High School	675
Athletic Director - Junior High School	300
Faculty Manager - Senior High School	675
Faculty Manager - Junior High School	200
<u>BASEBALL:</u>	
Varsity Coach	400
Reserve Coach	250
7th & 8th Grade Coach	175
7th & 8th Grade Coach	75
9th Grade Coach	175
<u>Basketball:</u>	
Head Coach	675
Reserve Coach	450
Freshman Coach	250
7th Grade Coach	250
8th Grade Coach	250
Assistant 8th Grade Coach	100
Assistant 7th Grade Coach	100
<u>Football</u>	
Head Coach	675
Assistant Coach	450
Reserve Head Coach	350
Assistant Reserve Coach (2)	225
9th Grade Coach	275
8th Grade Coach	250
7th Grade Coach	250
Assistant 7th Grade Coach	110
Assistant 8th Grade Coach	110
Assistant 9th Grade Coach	110
Coaching Before School Starts	80
<u>Track:</u>	
Head Coach	400
Assistant Coach	300
Junior High School Track:	
7th & 8th grade	175
9th grade	175
<u>Golf:</u>	
Coach	150
<u>BAND DIRECTOR:</u>	
Senior High School	675
Junior High School	250
<u>PLAY PRODUCTIONS;</u>	
Director - Senior High School Play	300
Director - Junior High School Play	125
Stage Manager - Senior High School	100
<u>PUBLICATIONS:</u>	
Yearbook	325
High School Paper	200
Junior High School Paper	200

Assignment	1966-67
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OTHER ACTIVITIES:

Camera Club	50
"C" Club Sponsor (2)	125
Cheerleaders' Sponsor - High School	200
Cheerleaders' Sponsor - Junior High School	150
Drill Team	125
Forensic Coach	75
Medical Club	110
Future Teachers' Club	55
G.A.A. - High School	200
G.A.A. - Junior High School	100
Gun Club	25
Junior Town Meeting	50
Library Aid (5)	120
Projector's Club	25
Safety Patrol Adviser (4)	150
Service Squad Adviser (6)	75
Student Council - High School	150
Student Council - Junior High School	100
Model United Nations Sponsor	75
Total Cost	\$ 17,935.00

\$4.50 per hour for Driver Education.

\$80.00 per week for Summer School.

Regular teachers substituting for others shall be paid an hourly rate of 1/5 of the substitute daily rate.