

Clawson 7

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1970-71

THE AGREEMENT BETWEEN

THE BOARD OF EDUCATION

and

THE CLAWSON EDUCATION ASSOCIATION

1970-1971

Clawson Board of Education

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Clawson
1970-71

CLAWSON BOARD OF EDUCATION

AND

CLAWSON EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this _____ day of September, 1970 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 full-time and part-time certificated teaching personnel under written contract including personnel on tenure, probation, classroom teachers, permanent substitutes, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, advising or critic teachers, teachers of the homebound or hospitalized, employed or to be employed by the Board (whether or not assigned to a public school building) but excluding supervisory and executive personnel, office, clerical, and maintenance and operating employees and further excluding day to day substitute teachers unless said substitute teacher teaches a total of ten (10) days or more in the same position during any one calendar month. At such time the Board of Education shall offer the substitute teacher a written contract for that position and shall provide a dues deduction form. The substitute teacher must accept the written contract to continue in that position until the regular teacher returns or a full-time replacement is secured. When a substitute teacher teaches a total of 10 days and signs the contract he shall pay a pro rata dues, assessments, or equivalent service fee to the Association, or the Board shall cause the termination of his services at the end of the current semester. The dues or service fee may be paid to the Association or the teacher may authorize the Board of Education to make such deductions from their pay. The term "Teacher", when used hereinafter in this Agreement, shall refer to teaching employees in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

B. Any teacher who is not a member of the Association or who does not make application for membership within thirty days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association an amount equal to membership dues payable to the Association, NEA and MEA, provided, however, that the teacher may authorize payroll deduction for such fee. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided herein, the Board shall cause the termination of employment of such teacher at the end of the current semester. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Section is just and reasonable cause for discharge from employment. This section shall not be subjected to the grievance procedure.

C. 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.

D. The Board of Education shall, when authorized by the teacher, deduct membership dues and assessments of the Association in the following manner: C.E.A., M.E.A., N.E.A. dues in eight (8) equal monthly payments starting in September; any authorized assessments shall be deducted upon the next dues deduction, provided that the President of the C.E.A. has given the Board at least eleven (11) days written notice of such assessment.

ARTICLE I (continued)

E. 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 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 Michigan Employment Relations Commission or a mediator from such public agency; or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to respond to the arbitrator's award as provided under Article XIV, Grievance Procedure.

C. The Association and its members shall have the right to reasonable use of school facilities for meetings at all reasonable hours so as not to interfere with regularly scheduled school activities provided approval is obtained in advance from the Superintendent of Schools or his agent and provided the Association shall pay for any extra maintenance and service cost incurred because of any meeting. However, no charge shall be made for the use of school facilities for meetings between 7:00 A.M. and 6:00 P.M. on a scheduled school or work day. And further, the Superintendent or his agent must give reasonable notice in writing (at least four school days) that the school facility requested for use by the Association is not available because it is being used for a regularly scheduled school activity and list the activity and the time of use. In the event a given facility is not available for use by the Association, the Superintendent or his agent shall make a reasonable effort to provide a comparable facility for the Association.

No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. A bulletin board so designated or one installed in faculty lounges by the Association may be used by the Association and its members. Other established media of communication may be distributed through the regular inter-school mail to the school letter box in each building.

D. The Board shall make available to the Association all public information concerning the district without any unwarranted delay.

ARTICLE III

Board of Education Rights

A. There is reserved exclusively in the Board of Education all the responsibilities, powers, rights and authority vested in it by the laws and Constitution of Michigan and of the United States, or which have been heretofore properly exercised by it, except where expressly limited by the provisions of the Agreement. The Board retains the right, among others to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of the Agreement, and/or are not violative of the law.

ARTICLE IV

Professional Compensation

A. The salaries of teachers and payment for extra curricular activities covered by this Agreement are set forth in Schedules A and B which are attached to and incorporated in this Agreement.

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 185 days for working school days. For extra work, the teacher shall be entitled to appropriate additional professional compensation as set forth in the salary schedule. Teachers required to work extra days, not covered by Schedule B, will be compensated at the rate of 1/185th of annual salary per day.

C. Payment of salary. Payment to all full time returning teachers of Clawson shall be as follows: a pay check of \$100.00 (gross) the first day of school and the remainder of salary to be paid to all teachers in the following manner: twenty-six equal pay checks with one lump payment covering the 22nd through the 26th checks, issued on the fourth Friday of June. (For 1970-71, 2 weeks pay 9/25/70 - 1 week pay 10/2/70. The remainder in equal pays as provided in this section).

D. 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. (For 1970-71 school year, winter recess shall begin at 2:00 P.M. December 22).
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 Recess.
 - (a) Spring recess begins at the close of the school day on the Thursday preceding Easter.
 - (b) School will resume on the second Monday following Easter.

ARTICLE IV (continued)

5. Memorial Day. Memorial Day will be observed as a legal holiday the last Monday in May.

E. 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.

F. 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, and/or the National Education Association.

ARTICLE V

Teaching Hours

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

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

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

B. The teachers 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.

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 meetings may continue forty-five (45) minutes after student dismissal time.

F. Curriculum Council. The Board of Education, in order to bring about desirable curriculum changes, establishes the Curriculum Council. The purpose of this Council is to provide effective consultation with, and assistance to the School District, to make needed improvements in the instructional program which is deemed feasible.

The Curriculum Council shall be composed of three teachers to be chosen by the central committee of the Clawson Education Association, and three representatives selected by the Superintendent of Schools. The Curriculum Council may appoint sub-committees, or may allow the principal to select members of sub-committees to study given areas of the instructional program. The Chairman of these sub-committees shall be chosen by the respective sub-committee. All committee members and sub-committee members shall serve without compensation. When recommended by the

ARTICLE V (cont'd.)

Curriculum Council, released time may be granted to any committee member or sub-committee member, for study, upon approval of the Superintendent.

The Co-Chairmen of the Curriculum Council, one (1) Administrator and one (1) teacher, shall be selected by a majority vote of the Council. Meetings shall be called by the Administrator.

All sub-committees shall be representative of both the Association and of the Administration.

Curriculum Council Structure. 1. Purpose: The purpose of the Curriculum Council structure is to provide subject area leadership to teachers which will provide for a closer coordination between schools, teachers, administration, home and subject areas. This assumption can be accomplished by:

- (a) Having each sub-committee select, by a majority vote, chairmen of their respective curriculum study group;
- (b) Have area (social studies, mathematics, etc.) curriculum meetings on a regularly scheduled basis;
- (c) Preparing area curriculum syllabuses;
- (d) Working with the new and experienced teachers in the area of curriculum change and development;
- (e) Working with the Assistant Superintendent in the general overall curriculum development of the district.

2. Aims: The aims are general so as to develop a better understanding of the needs of the students. The aims are:

- (a) Develop curriculum current with the needs of the student;
- (b) Have current research available to all staff members;
- (c) Provide for the individual differences of the children;
- (d) Help develop a curriculum for all children;
- (e) Have administrators utilize Oakland County resource personnel.

3. Objective: The objective of the Curriculum Council structure is to develop a stronger school curriculum with the child's education as the central purpose.

4. Curriculum Structure:

See table on following page (page 10)

ARTICLE V (cont'd.)

Board of Education

Superintendent

Curriculum Council

District-Wide

Physical Education
Counseling and Special
Education

Elementary

Language Arts (2)
Arithmetic
Science
Social Studies
Fine Arts

Secondary

Mathematics
English and Foreign
Language
Social Studies
Practical Arts and
Vocational Education
Science
Fine Arts

5. Organization: The basic organization for curriculum development will be a 6-6.

Each curriculum group will meet at least twice monthly after student dismissal except for September and June which shall have one meeting each.

Teachers may be appointed to the committees by their building principal or by the Curriculum Council to their areas of responsibility but may also elect to serve on other committees as their interest dictates.

6. Duties and Responsibilities:

- (a) It shall be the duty of the Chairman to call the meetings.
- (b) The building principal or immediate supervisor shall inform the Assistant Superintendent and the Superintendent of Schools as to the meeting schedule.
- (c) Minutes of all meetings shall be kept and copies sent to all members of the committee, building principals, central office and Board of Education members. The reproduction shall be provided by the Administration.
- (d) This program assumes the building principal is an instructional leader.

ARTICLE VI

Teaching Loads - Assignments - Transfers

A. The normal weekly teaching load in the secondary school will be 25 teaching periods and/or study periods no more than fifty-five (55)* minutes each, five (5) unassigned preparation periods and five (5) homeroom periods of ten (10) minutes each. The normal weekly teaching load in the elementary schools shall in no case exceed five (5) hours and ten minutes of pupil contact per day. 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 grievance procedure hereinafter set forth.

B. Transfers

The Board and the Association recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools may become necessary, and that such transfers in changes of assignments shall be on a voluntary basis whenever possible - - Therefore:

1. Teachers are subject to transfer from position to position at the discretion of the superintendent of schools. In general, unrequested transfers will not be made if a requested transfer or similar qualification is available. The best interests of the most children will be the final criterion in all cases.
2. Teachers transferred against their wishes may request a hearing with the Superintendent and/or the Assistant Superintendent to show just cause. The hearing shall be held before the transfer becomes effective, and unless just cause for said transfer is shown, said transfer shall not become effective.
3. Written requests for transfers may be submitted to the principal or assistant superintendent, specifying preferred school(s) and/or grade(s) or subject area(s). Requests may be kept active by renewing them each December.
4. Applications from within will be given full consideration before placement of an outside applicant.
5. All teachers shall be given tentative notice of their assignments for the forthcoming year no later than the first day of June. In the event that changes in such assignments are proposed, all teachers affected shall be notified promptly and consulted whenever possible.

* One classroom period may be of sixty (60) minutes.

ARTICLE VII

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 any 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 (Jr. & Sr. High) -- 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 based on text materials used, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States.

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 to implement all joint decisions made by its Representatives and the Association. The Board agrees at all times, subject to budget limitations, to keep the school 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 to 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 principal. All existing machines shall remain in their present buildings. The net proceeds from these machines to be deposited with the Board.

ARTICLE VII (continued)

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 VIII

Promotions - Vacancies - Layoff. and Recall

A. Promotions: Teachers and Administrators.

It is the policy of the Administration and the 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.

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.

C. Layoff and recall procedures

Layoff means removal from the payroll with no employment rights other than retention of seniority status and recall rights as noted below.

If, because of unforeseen circumstances such as reduction in student population or changes in curriculum or financial reasons, it becomes necessary to reduce staff, the following layoff-recall procedures shall prevail:

1. All non-tenure teachers will be laid off first; however, the District will retain non-tenure teachers where no tenure teachers are available or qualified for the position.

Teachers with the most seniority in Clawson Schools will be retained to the last. Where seniority is the same, the teacher who has the highest seniority and highest qualifications will be retained, and where seniority and qualifications are the same, the teacher with the most seniority, highest qualifications and best performance record will be retained.

ARTICLE VIII (continued)

2. The Board will make an effort to find another teaching position for laid off teachers.
3. Recall will be based on a reversal of A. above; i.e., the last laid off will be the first recalled.
4. Teachers being recalled will be given sixty (60) days from the date of the receipt of a registered letter or recall to indicate their acceptance or rejection of re-employment. Failure to respond within a sixty (60) day period will end the employee's seniority rights.
5. No new teacher shall be hired in a subject area until all laid off teachers from that subject area have been recalled or decline the opening.
6. No new teachers shall be hired in a subject area before teachers who are laid off from other subject areas who may be qualified and who possess the necessary certification are recalled or decline the opening.
7. A teacher shall not be laid off because of curricular change unless such change would render him non-qualified under the State Certification Code, and he has refused another assignment opportunity.
8. When a teacher accepts a position as a teacher and is employed by another system, he forfeits all benefits under this section.

ARTICLE IX

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, Assistant Superintendent, Administrative Assistant, Principal, or Director's 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, brother, sister 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. Jury Duty:

Teachers called for jury duty will suffer no loss of sick or personal leave days or compensation while on jury duty. Teachers who are eligible for jury duty and serve on jury duty shall be paid the difference between jury duty pay and their regular compensation for the days involved. Teachers called for jury duty shall meet with the Superintendent of Schools or his designated agent during school hours to discuss the critical nature of that teacher's employment, and the Superintendent or his agent may send a letter, which if sent, is to be recorded with the Court Clerk at the time of the empanelment. Proof of jury duty days shall be made to the school district within fifteen (15) school days after the receipt of the payment for jury duty from the County Clerk. Provided, however, any teacher who volunteers for jury duty, without first being called, shall not receive the difference between the jury pay and his regular compensation.

ARTICLE IX. (continued)

C. 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 separation.

D. 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 the 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 sixty (60) 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.

E. 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 receipt of two favorable opinions of the physicians involved, the staff member will be reinstated.

F. 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, or who has teacher tenure status, upon written request for such leave and upon proper certification of pregnancy by the employee's physician.

ARTICLE IX (continued)

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) or has no teacher tenure status, 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. The application for reinstatement must be made sixty (60) days prior to the date in which she wishes to return to service.

G. 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 of Schools, be granted leaves of absence for the purpose of exchange teaching. Conditions under which the Superintendent will grant such a leave will include:

1. That there shall be an exchange of teachers only between districts and countries approved by the Superintendent of Schools.
2. That there may be no more than two exchange teachers during any one school year.
3. That leaves of absence for exchange teaching will be granted only

ARTICLE IX (continued)

if the cooperating 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. That leave of absence for exchange teaching must not exceed one year. The application for reinstatement must be made within sixty (60) days of the beginning of the school year in which he or she wishes to return to service.

H. 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 of 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 of 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. The application for reinstatement must be made within sixty (60) days of the beginning of the school year in which he or she wishes to return to service.

I. 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. The application for reinstatement must be made within sixty (60) days of the beginning of the school year in which he or she wishes to return to service.

J. Sick Leave

During each year, the teacher will earn sick leave at the rate of 1.2 days per month to a maximum of twelve (12) days per year. At the beginning of every year, each teacher shall be credited, in advance, the number of days for that year (12), plus all previously accrued sick leave. All of the unused days earned shall be added at the end of each fiscal year.

ARTICLE IX (continued)

to the employee's sick leave reserve, provided that such sick leave reserve shall not exceed a total of one hundred and twenty-five (125) days.

If unearned sick days have been paid to the teacher and the teacher is leaving active employment within the district, the overpayment will be deducted from the employee's final check and if sufficient funds are not available in the employee's final check, the Association shall refund the District the overpayment.

If an illness occurs on the day before or after a holiday or recess 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.

K. Personal Business Leave:

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, and shall not be used for recreational purposes.

Personal business days used in excess of such days allowed will be deducted from the teacher's contract.

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.

All requests for personal business leave shall be in writing and a statement of the general reason shall be initialed by the principal. Except in cases where emergency circumstances prevent, the teacher's request for personal business leave must be submitted to the principal in advance of the absence.

Except in cases of emergency, failure to submit a written notification for personal business leave in advance may result in forfeiture of pay for the absence.

These days shall be deducted from the teacher's 12 sick leave days provided in Item "J" above.

L. Conference Leave:

The Board of Education allows the Superintendent to approve conference leaves up to \$50.00 per person per conference. All conference leaves over \$50.00 must be approved by the Board of Education prior to the conference.

ARTICLE IX (continued)

M. Other Regulations:

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

N. Deductions for Sick Leave:

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

O. Observation of Religious Holidays:

Employees, upon request to the Superintendent of Schools, will be granted not more than three (3) leave days with pay for the purpose of observing high religious holidays. These days shall be deducted from the teacher's 12 sick leave days provided in Item "J" above.

P. Leaves:

Failure to make application for reinstatement within time limits (the effect of):

A teacher shall make application for reinstatement within the time limit specified for his type of leave, and if the teacher does not provide such notice, he shall be deemed to have terminated his employment under the terms of this agreement unless upon granting the leave the Superintendent had failed to timely notify the teacher involved and the Association by letter that the leave had been granted. Such letter must include the teacher's rights and responsibilities concerning leaves under the Teacher Tenure Act and this Article of the Master Agreement. This section shall apply only to Section C, D, F, G, H and I of Article IX of this Master Agreement.

ARTICLE 'X

Retirement

Members of the Clawson teaching staff will receive benefits upon retirement, death or retirement due to disability from the Clawson Public Schools.

Any employee retiring after September _____, 1970 and having completed the immediate preceding ten (10) years* of service in the School District of the City of Clawson, and who has made application and shall be eligible to receive financial benefits within and/or the following school year from the Michigan School Retirement Fund benefits, shall receive at retirement, benefits based (a) On the unused days in his sick leave reserve at the current daily substitute rate, or (b) Forty (\$40.00) dollars per year for each year of service in the Clawson School District. (The teacher must select one (1) of the programs, (a) or (b), upon retirement.)

Upon retirement, the teacher must take the initiative of notifying the Board. If the teacher is eligible for benefits, the Board will determine the amount of such benefits and inform the applicant.

In case of death, payment of the sick days shall be made to the spouse of the deceased or to the teacher's designated heir(s) if such employee would otherwise be eligible.

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.

*Authorized leaves of absence will not interrupt the accumulation of the immediate ten (10) years of service.

ARTICLE XI

Teacher Evaluation

A. Upon his request, each teacher shall have the right to review all materials in his own personnel file in the presence of the Superintendent or his agent, except that material deemed confidential by his college or university, or materials that were used in the initial employment of the teacher. The teacher may request that a representative of the Association, and/or, the teacher's attorney be present while the material deemed confidential is removed; and that they be present during the review of the file.

B. No teachers shall be disciplined, discharged, reprimanded, reduced in rank or compensation, dismissed or suspended without just cause.

All teachers whose services are being terminated or suspended shall be given notice by a registered or certified letter of notification, and a statement of charges from the Superintendent or his agent. The Association shall receive a copy of such notification. Such teachers are entitled to a fair hearing.

A teacher pursuing redress for a termination or suspension through the Michigan Tenure Commission shall waive his right to pursue the same redress under the grievance procedure.

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 the teacher, this fact is to be brought to the teacher's attention in writing in order that the teacher will have reasonable 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 the 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."

ARTICLE XI (cont'd.)

E. Other than factual information, nothing contained in any personnel file 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. As of the beginning of the school year 1970-71 no material shall be placed in a teacher's file without giving him an opportunity to file a response thereto. The response shall be affixed to the material in question, and shall remain with that material until both have been discarded.

Should a teacher desire, a written request to the Superintendent may waive any of the above restrictions, and a written request by the teacher may authorize the Association and/or an 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 Association and the teacher.

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. In no case will parental complaints against a teacher be used in the evaluation of said teacher unless the teacher has been advised in writing at the time of the complaint that such an accusation had been made. The Board will notify, at that time, the Association, after advising the teacher of his right to this involvement and will supply the Association with a copy of such notice. The Teacher may request the involvement of the Association before he makes a reply.

F. If any teacher is complained against or sued by reason of disciplinary action taken not inconsistent with 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.

H. Teachers will continue to assist the administration in maintaining proper control in the school.

ARTICLE XIII

Negotiation Procedure

A. The Board and the Association mutually agree to meet on reasonable dates, times and places in the City of Clawson agreed to by both parties. Negotiations may be held outside the City of Clawson by mutual agreement and/or at the request of the Michigan Employment Relation Commission.

B. Such meetings shall be called 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.

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 the 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 understanding 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.

N. In this section the word "Public" shall not include the members of the Board of Education, the Clawson teaching staff, the Executive Director of the C.E.A., or Representatives of the M.E.A., and N.E.A.

ARTICLE XIV

Grievance Procedure

A. Definition:

1. A "grievance" is a claim based upon an event or condition which effects the welfare, or the conditions or circumstances under which a teacher works, caused by a misinterpretation or an inequitable application of established law, policy, or the terms of the agreement.
2. An "aggrieved person" is the person or persons making the complaint either individually or through the Association or the Association on its own behalf.
3. The term "days" when used in this section shall, except when otherwise indicated, means working school days.

B. General Principles:

1. The purposes of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. It shall be the firm policy of the Association and the Board to assure to every teacher an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.
3. Any aggrieved person may be represented at all meetings and all hearings at all levels of the grievance procedure by another teacher or by another person provided, however, that the aggrieved person may in no event be represented by an officer, agent, or other representative of any teacher organization other than the Clawson Education Association and that the Association shall have the right to be present and to state its view at all levels of the grievance procedure and that the Association reserves the right to report progress on a grievance to its membership if it has the written permission of the "aggrieved person".
4. 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 an opportunity to be present at such adjustment.
5. The failure of an aggrieved person to proceed in the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance; provided, however, that in the event new facts are obtained which were not previously known to him, but which, if they had been known may have influenced the disposition of the grievance, the presentation of such information to the Board and the Association, shall constitute grounds to reopen the grievance procedure at that level at which it had been terminated. Provided further, any decision in a grievance that has been rendered prior to Arbitration, and has not been implemented or has been violated, the presentation of such evidence to the Association and the Board shall constitute grounds to reopen the grievance at the next level beyond which the grievance had been previously terminated.

ARTICLE XIV (continued)

6. The failure of an administrator or the Board at any step to communicate his decision to the teacher within the specified time limits shall permit the teacher and or the Association to proceed to the next step.

7. It shall be the general practice of the Board, their agents, teachers, and the Association to process during such times as to not interfere with regular assigned duties. Provided, however: In the event it is mutually agreed by the aggrieved person, the Association, and the Board to hold proceedings during the regular working hours, any teacher engaged during the school day in negotiating in his own behalf, or in the behalf of the Association, with any representative of the Board, or participating in any level of grievance procedure, including Arbitration, shall be released from regular duties without loss of salary.

8. It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum, and every effort should be made to expedite the process.

9. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in harm to the teacher, Board and/or the Association, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible. The time limits may be extended at any level by mutual agreement. A form signed by both parties attached to the grievance shall constitute mutual agreement.

10. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents that have been approved by the Board and the Association shall be printed and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure, a copy of which is attached hereto as appendix "B".

11. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

12. If in the judgment of the Association a grievance lacks merit, it may withdraw its support of said grievance at any level by giving written notice to the person (s) filing the grievance and the appropriate administrative representative of the Board. Removal of support by the Association does not prohibit an aggrieved person from processing a grievance on his own.

13. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article.

- a. The placing by the Board of a non-tenure teacher on a third year of probation.
- b. The termination of services of or failure to re-employ any probationary teacher, provided that nothing contained herein shall be construed to deny or limit any teacher's rights he may have at law.

ARTICLE XIV (continued)

14. The costs of any arbitration under this Article shall be shared equally by the Board of Education and the Association. If an individual teacher uses the grievance procedure, including arbitration, without the assistance of the Association, he shall share equally the costs of arbitration with the Board.

15. There should be at least one (1) teachers' representative for each school building, selected by the Association, and these persons shall be designated an official representative of the Association for the teachers in that building. An updated listing will be made available to the Superintendent of Schools from time to time upon his written request.

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

C. Procedure:

1. Level One: In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal, or immediate supervisor, either personally or accompanied by any person of his choice, i.e., his association building representative, and/or other representatives of the Association. A teacher having such a complaint is expected to bring the matter to the attention of his immediate supervisor and request such a meeting no later than ten (10) days after the event or occurrence, which is when the basis of the complaint becomes known to him.

2. Level Two: In the event the complaint is not satisfactorily resolved, the aggrieved person may invoke the grievance procedure by giving in written form the grievance to the Association within five (5) days after the informal discussion required under Level One. Within five (5) days of receipt of the written grievance the Association shall notify the immediate Supervisor and the aggrieved person, if in the judgment of the Association the grievance lacks merit, and if it chooses to withdraw its support.

3. Level Three: In the event the complaint is not satisfactorily resolved the aggrieved person may proceed by giving notice to his immediate supervisor or principal, the Association and the Superintendent in writing on approved grievance forms. It is expected that such notice will be filed not later than five (5) days after the receipt of the opinion of the Association under Level 2. Within three (3) days of receipt of the written grievance, the aggrieved person's immediate supervisor or principal shall state his decision in writing relative to the grievance, together with the supporting reasons thereof, and furnish one (1) copy to the aggrieved person and two (2) copies to the Association.

4. Level Four: If the aggrieved person is not satisfied with the disposition or if no disposition is rendered within the time limits he may forward the grievance to the Superintendent within five (5) days of the decision at Level Three. The Superintendent or his designee will represent the administration at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent; the Superintendent and/or his designee will meet with the aggrieved person in an effort to resolve it. Within five (5) days after the meeting the Superintendent of Schools and/or his designee will issue in writing his answer to the aggrieved person and the Association. Witnesses may be presented at this Level.

ARTICLE XIV (continued)

5. Level Five: If the aggrieved person is not satisfied with the disposition of the grievance at Level Four or if no disposition is rendered within the time limit he may file the grievance in writing with the Board within five (5) days after receipt of a decision by the Superintendent. Within ten (10) days after receiving the written grievance a committee of the Board or the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Five will be rendered by the Board within three (3) days after the meeting with the aggrieved person.

6. Level Six: If the decision of the Board of Education is not satisfactory to the aggrieved person, the grievance may be submitted to arbitration before an impartial arbitrator selected by the Board and the aggrieved person. If the parties cannot agree as to the arbitrator within three (3) days, he shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. The Board and the aggrieved person shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence previously known by that party but not disclosed. The arbitrator's decision shall be advisory only and shall not be binding upon any party, provided that the Board within 15 days after receipt of the arbitrator's decision at a special Board meeting or at its next regularly scheduled Board meeting, whichever is longer, the Board by either

- (1) a vote of at least six of its members
if seven of its members are present at
the meeting, or,
- (2) a vote of at least five of its members if
less than seven of its members are present
at the meeting

must vote to reject the award or the award shall be deemed accepted by the Board. The Board will make an effort to expedite this process.

ARTICLE XV

The Professional Relations Committee

A. The Board and the Association will establish a Professional Relations Committee not to exceed six (6) members, Three (3) from each party which will meet each month during the school year to discuss and study matters of mutual interest concerning the Clawson Schools, which fall within the provisions of this contract and personnel policies.

B. These meetings shall provide a means where (1) items of concern to the Board or their agents may be brought to the attention of the Association for consideration. (2) items of concern to the Association may be brought to the attention of the Board for consideration. (3) information may be exchanged. (4) a high level of mutual understanding may be maintained.

C. The meeting times and operating procedure of this committee shall be determined by the Committee and be recorded in the minutes of the first meeting. The Chairmanship of the Committee shall be rotated quarterly.

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 Board of Education shall furnish the President of the Association with agendas and minutes for all public meetings of the Board within a reasonable time. Any other information made available to the general public in writing shall be made available to the Association upon request.

C. 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.

D. Copies of the Agreement shall be printed at the expense of the Board. Copies of the Agreement shall be presented by the Board or its agent to all teachers now employed or hereafter employed by the Board. Further the Board will provide the Association with at least 50 copies of the Agreement each year for its own use. Copies of the Master Agreement will be made available within 30 days of agreement of the Negotiating Teams.

E. 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.

F. 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 the Laws, Rules and Regulations of Michigan and the United States, and/or any political sub-division thereof, the Master Agreement, and the School Board Policy.

F. P.T.A. - Open House - Conference - In-Service Council

P.T.A. is an important social group and is one of the best mediums of public relations. There are P.T.A. meetings and Open Houses in the Elementary Schools during the school year. Elementary Teachers are expected to attend two P.T.A. meetings and one open house a year unless excused by the building principal. The Junior and Senior High School teachers are expected to attend open house unless excused by the building principal. Provided however, that no teacher shall be required to attend any of these meetings referred to in this paragraph unless a schedule of such meetings is posted by the teacher's building principal prior to October 1st of each school year.

ARTICLE XVI (continued)

Conference and In-Service Training both play an important role in the educational process, therefore, time for these activities shall be provided in the school calendar.

To insure that in-service training shall be both informative and relevant to the teacher, student, and community needs, the parties agree to establish an in-service education committee composed of three (3) persons appointed by the Board and three (3) persons appointed by the Association. This committee shall organize itself and assume the responsibility for the planning and conducting of the in-service education of all professional teaching personnel.

H. The Administrators shall maintain C.A.-10's and posting of grades on C.A.-39's and C.A.-60's in the secondary schools. In no cases will these duties be assigned to a teacher.

All information placed in C.A.-39's or 60's by a teacher should contain only factual information.

I. Art, vocal music and physical education teachers shall be supplied by the Board of Education for elementary students. A weekly schedule shall be posted by the Building Principal. While the students are receiving the services of these teachers the regular elementary classroom teacher shall use this time for preparation and/or conference.

When an elementary art, vocal music or physical education teacher is absent the Board of Education shall hire a substitute teacher for the subject area, provided that a qualified substitute teacher may be obtained and such teacher has provided adequate written lesson plans for the substitute teacher.

J. No Clawson teacher shall accept any remuneration for tutoring any Clawson Public School student except when waived by the Superintendent of Schools and the Executive Director of the C.E.A.

K. The teacher shall professionally instruct students in subject matters assigned to them as their teaching responsibility.

L. It shall be the right and the professional responsibility of the teacher to seek supervisory assistance when it is needed. The supervisor shall provide reasonable assistance if requested by the teacher.

It is the responsibility of the supervisor to offer assistance when in his judgment it is needed.

ARTICLE XVII

No Strike - No Lock Out

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes can be settled by an impartial third party, the parties have resolved the basic cause of work interruptions during the period of this Agreement.

A. Therefore, the Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike.

B. Therefore, the Board agrees that it will not, during the period of this Agreement, directly or indirectly lock out any employees.

ARTICLE XVIII

Academic Freedom

A. The parties seek to educate young people in the democratic tradition; to foster their recognition of both individual freedom and social responsibility; to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights; and to instill appreciation of the values of individual personality.

B. Responsible academic freedom in teaching shall be encouraged for all teachers who shall exercise such freedom within the framework of the curriculum, administrative directives, school policies, good judgment and common standards of decency which shall prevail at all times. Within these guidelines, the teacher is encouraged to teach the student in the best manner of which he is capable.

C. Teachers have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.

ARTICLE XIX

Duration of Contract

A. This agreement shall be effective as of September _____, 1970, and shall continue in full force and effect through the 20th day of August, 1971. This agreement shall not be extended orally.

B. On or before April 1, 1971, either side may give written notice of its desire to terminate, amend, or modify this agreement. In the event that neither side gives written notice to the other of its intention to terminate, amend or modify the agreement by April 1, 1971, then the agreement shall automatically be extended on the same terms for another year and, similarly, from year to year thereafter with the notification date of intent to terminate, amend or modify on or before April 1, of the successor year.

The giving of written notice by either party to amend, or modify this agreement shall be accompanied by a substantial statement of the modifications and/or amendments desired. The giving of written notice of desire to terminate, amend or modify this agreement shall require the parties to enter into negotiation procedures as required by Act 379 of the Public Acts of Michigan, 1965 as amended.

It is mutually agreed that Schedule A (Salary Schedule), Schedule B (Extra Curricular Schedule), Schedule C (Insurance), Appendix A (Calendar) and Appendix B (Grievance Form), 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.

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY OF CLAWSON

By _____
President

By _____
Secretary

CLAWSON EDUCATION ASSOCIATION

By _____
President

By _____
Secretary

SCHOOL DISTRICT OF THE CITY OF CLAWSON

SCHEDULE "A"
Salary Schedule 1970-71

STEP	BA DEGREE	BA+20	MA
0	7900	8100	8500
1	8380	8610	9106
2	8860	9120	9712
3	9340	9630	10318
4	9820	10140	10924
5	10300	10650	11530
6	10780	11160	12136
7	11260	11670	12742
8	11740	12180	13348
9	12220	12690	13954
10	12700	13200	14560

- (a) \$200.00 for each 10 graduate semester hours earned after conferral of the MA Degree, maximum of MA + 30.
- (b) Non-degree teacher's salaries shall be \$1500.00 less than Degree teachers, as per salary schedule.
- (c) Effective September _____ 1970 in order to qualify for advancement on the salary schedule:
1. All hours must be earned after the date of provisional certification.
 2. All hours must be in an area of the teacher's major or minor field or in the area of education.
 3. Any exception to (c)2 must have written approval of the building principal prior to the election of the subject or course.
- (d) The following "Special Education and Special Service" teachers, School Psychologist, School Social Worker(s), Speech Correction teacher(s), Perceptual Development teacher(s), Adjusted Studies Program teacher(s), Mentally Handicapped Program teacher(s), and Remedial Reading teacher(s) shall receive an additional stipend of \$300.00 per year.
- (e) The School Board will grant up to five years for outside teaching experience. Outside experience must have been completed within the last ten years.
- (f) Classroom teachers substituting on their prep-conference period will receive \$5.00 per class hour.
- (g) Regular teachers on permanent assignment shall be paid at a rate of 1/6 of their salary on Schedule A - provided however the Board agrees that there will be no more than five teachers on permanent assignment during their prep-conference hour.

SCHOOL DISTRICT OF THE CITY OF CLAWSON

EXTRA-CURRICULAR ACTIVITIES SCHEDULE "B"
1970-1971

(All positions set out in percentages. Percentages are based on the beginning step of the B.A. level of Schedule "A".)

POSITION	EXPERIENCE LEVEL	
	1	2
Faculty Manager	14.5	16.5
Athletic Director	16	18
<u>FOOTBALL:</u>		
Head Coach*	14.5	17.0
Assistant Coaches (2)*	10.75	11
Reserve Head Coach*	10	11
Reserve Assistant Coach*	9	10
Freshman Head Coach*	9.5	10
Freshman Assistant Coach*	7.5	8
8th Grade Head Coach	6.25	6.5
8th Grade Assistant Coach	5.75	6
7th Grade Head Coach	6.25	6.5
7th Grade Assistant Coach	5.75	6
<u>BASKETBALL:</u>		
Head Coach	12.5	15.5
Assistant Coach	8.75	9
Freshman Head Coach	6.25	6.5
Freshman Assistant Coach	5.5	6
8th Grade Head Coach	6.25	6.5
8th Grade Assistant Coach	5.75	6
7th Grade Head Coach	6.25	6.5
7th Grade Assistant	5.75	6
*Includes two weeks before school		
<u>WRESTLING:</u>		
Head Coach	9.5	10
Assistant Coach	6	6.5
<u>SWIMMING:</u>		
Head Coach	9.5	10
<u>CROSS COUNTRY:</u>		
Head Coach	6.75	7
<u>BASEBALL:</u>		
Head Coach	9.5	10
Assistant Coach	6.25	6.5
Freshman Coach	6.25	6.5
Freshman Assistant Coach	5.25	5.5
7th-8th Grade Head Coach	5.75	6
7th-8th Grade Ass't Coach	5.25	5.5

POSITION	EXPERIENCE LEVEL	
	1	2
<u>TRACK:</u>		
Head Coach	9.5	10
Assistant Coach	6.25	6.5
Freshman Head Coach	6.25	6.5
Freshman Assistant Coach	5.25	5.5
7th-8th Grade Head Coach	5.75	6
7th-8th Grade Assistant Coach	5.25	5.5
<u>GIRLS' ACTIVITIES:</u>		
<u>CHEERLEADERS:</u>		
High School	4.5	5
Junior High School	3.5	4
<u>DRILL TEAM:</u>		
High School	6	6.5
<u>G.A.A.:</u>		
High School	3.5	4
Junior High School	3.5	4
<u>HIGH SCHOOL TEAMS:</u>		
Basketball	3.5	4
Volleyball	2.5	3
Tennis	2.5	3
Softball	2.5	3
Speed Swimming	4.5	5
Synchronized Swimming	4.5	5
<u>CLASS ADVISORS:</u>		
Head Senior Class (2)	4.1	5.1
Assistant Senior Class (2)	2.1	2.6
Junior Class (5)	3	3.2
Sophomore Class (1)	1.5	1.5
<u>PLAY PRODUCTIONS:</u>		
Director - High School	4.6	5.1
Variety Show - High School	5.6	6
Variety Show - Junior High School	5.6	6
<u>PUBLICATIONS:</u>		
Yearbook - High School	6.75	7
Senior High School Paper	4.5	5
Junior High School Paper	4.5	5

POSITION	EXPERIENCE LEVEL	
	1	2
<u>OTHER ACTIVITIES:</u>		
C-Club Sponsor (2)	1.5	2
Medical Club	1.5	2
Future Teachers' Club	1.5	1.5
Gun Club	1.5	1.5
Junior Town Meeting	1	1
Student Council - High School	3	3.25
Student Council - Junior High School	3	3.25
Debate	2	2
American Field Service	2	2
<u>SAFETY PATROL ADVISORS:</u>		
Schalm - Kenwood - Baker	3.75	4
Hunter- MacDonald - Parkland	3.25	3.50
<u>SERVICE SQUAD ADVISORS:</u>		
Schalm - Kenwood - Baker	1.5	1.5
Hunter - MacDonald - Parkland	1	1
<u>DRIVER EDUCATION:</u>		
Behind the Wheel and Classroom Instruction	\$6.00 per hour	
<u>MUSIC:</u>		
Symphony	9	10
Concert	3	4
Marching	3.5	4.5
High School Orchestra	3.5	4.5
Junior High Orchestra	3	4
7th Grade Band	3	4
8th Grade Band	3	4
Chorus - High School	3.5	4.5
Chorus - Junior High School	2.5	3.5

Insurance Protection

A. The Board of Education will make the necessary deductions from the teachers salary for income protection insurance coverage when authorized by the employee. The carrier of the protection shall be Michigan Life Insurance Company.

B. All members of the Association are covered by a comprehensive public liability insurance, as provided by membership in the local, State and National Education Association.

C. The Board of Education agrees to provide whichever of the following benefits is selected by any full time teacher as defined by state law, rules and regulations.

Such selections shall be made by the said teacher within the first five (5) days of the start of a school year, or within the first five (5) days from the effective date of this Agreement.

Selection #1. Consistent with family status, the Board will provide up to and including the cost of full family subscriber Blue Cross-Blue Shield Health Care Insurance MVF-1 with extended coverage, and ML rider (x-ray) to the teacher. Should any such teacher desire any additional Blue Cross-Blue Shield coverage, the Board, upon authorization from the teacher, will make the necessary deduction for such cost from the teacher's salary.

- (a) Teachers who are returning in the fall shall receive coverage to include July, August, and September.
- (b) The teachers who terminate their employment in June shall receive coverage including July and August payment.
- (c) The Board shall not make any additional benefit payments for coverage after the date of termination of employment of a teacher, if the termination of employment is prior to the end of the school year.
- (d) Enrollment shall be either at the beginning of employment, or at the re-opening time in September, subjected to the Blue Cross-Blue Shield regulations.

Selection #2. The Board will pay for MESSA - Super Medical Coverage up to a cost no greater than the Blue Cross-Blue Shield coverage in Selection No. 1. Any cost of Super Medical which is greater than the cost of Blue Cross-Blue Shield the teacher shall pay the difference through payroll deductions. (Subject to the condition of termination as in selection No. 1).

Selection #3. A sum of money equivalent to one tenth of \$120.00 for each month of the 10 month school year as additional salary for such teacher, payment of which shall be authorized by such teacher to be made by the Board of Education to a tax-sheltered annuity. Such additional salary shall be paid by the Board toward such annuity for each month of such school year during which such teacher was employed. (Subject to condition of termination as in selection No. 1).

The Continental Assurance Company is hereby designated as the agency to carry such tax-sheltered annuity and payment will be made prior to December 31 and June 30 of each school year.

CLAWSON PUBLIC SCHOOLS

School Calendar 1970-71

For the term of this agreement the school calendar shall be as set forth in Appendix "A". There shall be no deviation from or change in the school calendar except by mutual agreement of the Board of Education and the Association. Further, the calendar shall meet the necessary standards of the State requirements as provided for the School District of the City of Clawson.

1970

Monday, September 14	- Teachers work day
Tuesday, September 15	- School begins - 1/2 day
Wednesday, October 21	- In-Service Training - 1/2 day
Tuesday, November 17	- Parent-Teacher Conference - 1/2 day
Wednesday, November 18	- Parent-Teacher Conference - 1/2 day
Thursday, November 19	- Parent-Teacher Conference - 1/2 day, Elem. only
Thursday, November 26	- Thanksgiving Day
Friday, November 27	- Thanksgiving Recess
Tuesday, December 22	- Winter Recess begins at 2:00 p.m.

1971

Monday, January 4	- School reopens
Friday, January 29	- End of Semester - Records Day
Tuesday, March 16	- Parent-Teacher Conference - 1/2 day
Wednesday, March 17	- Parent-Teacher Conference - 1/2 day
Thursday, March 18	- Parent-Teacher Conference - 1/2 day, Elem. only
Thursday, April 8	- Spring Recess - begins end of day
Monday, April 19	- School reopens
Monday, May 31	- Memorial Day - Legal Holiday
Thursday, June 17	- Last Day for Student Attendance
Friday, June 18	- Records day

Pupil attendance days	180
Teacher Duty Days	183