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This Agreement entered into this 25th day of May, 1966, by and between the Board of Education of Clintondale School District, hereinafter called the "Board", and the Clintondale Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Clintondale is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession considers themselves qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

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

MEA
1216 Hendale
E. Lansing, MI
48823

Clintondale Board of Education

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all certified teaching personnel under contract, excluding superintendent, assistant superintendent, business manager, principals, assistant principals, athletic director, special education coordinator, adult education director. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above, 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. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association, and the Michigan Education Association).

Such sum shall be deducted as dues from the first twenty (20) pays of all teachers, structured on twenty (20) equal installments, and remitted not less frequently than monthly to the Association and authorization for deductions for such dues and assessments shall not be revoked or changed for the school year.

D. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that those certified personnel, as defined by Paragraph A of Article I, shall have all rights guaranteed by Act 379 of the Public Acts of 1965.

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.

C. The Association and its members shall have the privilege of using school building facilities at all reasonable hours for meetings. Teachers shall have the privilege of wearing insignia, pins, or other identification, which are consistent with a teacher's proper and dignified appearance. Bulletin boards and other established media of communication shall continue to be reasonably available as a privilege to the Association and its membership.

D. The Board agrees to make available for examination and for copy, by an authorized representative of the Association, all material that has been prepared regarding the financial resources and tentative budgetary requirements and allocations of the District. Further, the Association agrees to furnish or make available for copy to the Board upon request any information in its possession, not of a confidential nature, the Board needs for the purposes of collective bargaining that is not otherwise readily available

to the Board. The Board will furnish to the Association and to every teacher, the current section of the School Board Policy that pertains to the individual teacher.

E. The Board agrees to allow any teacher access to his own personnel file excluding college credentials and other recommendations deemed confidential in nature. Further, the teacher has the right to answer within a period of two months of the date of the charge, in writing, any charges so enclosed. The written reply shall be included in the personnel file.

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 for one school year period. Upon written notice to the other party at least sixty (60) days prior to the first day of May and no more than (90) days prior to the first day of May in any year either party may request the reopening of negotiation of such salary schedule.

B. The salary schedule is based upon a normal weekly teaching load, during normal teaching hours not to exceed forty (40) weeks of school.

C. Teachers shall not be required to report more than two days prior to the first duty day in September or to remain more than three days after classes end in June provided that the teacher has properly checked out with the building administrator.

D. The following legal holidays shall be observed and all schools closed: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

E. Two (2) teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence for a total of four (4) days, with pay, for the purpose of attending the M. E. A. Representative Assembly and the M. E. A. President's Conference.

ARTICLE IV

Teaching Hours

A. The teachers' normal teaching hours in the secondary schools shall be as follows, unless special arrangements are made with the consent of the building administrator:

| | <u>H.S.</u> | <u>J.H.S.</u> |
|--|-------------|---------------|
| (1) Teachers check in no later than | 7:55 a.m. | 8:00 a.m. |
| (2) Teachers at assigned placed of duty not later than | 8:00 a.m. | 8:20 a.m. |
| (3) Teachers shall leave school no earlier than | 3:30 p.m. | 3:30 p.m. |

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

- (1) Teachers shall be at assigned place of duty no later than 8:30 a.m.
- (2) Teachers are to return to their classrooms after noon dismissal by 12:55 p.m.
- (3) Unless permission is granted by the principal, teachers shall leave school no earlier than 3:45 p.m.
- (4) 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.

The Board recognized the principle of a standard forty-hour workweek and will, so are as practicable, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek within or outside of any school building.

C. All secondary school teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) minutes. All elementary teachers shall be entitled to a duty-free, uninterrupted lunch period equal to that of their students. Teachers shall not be utilized to supervise students during student lunch period.

D. Elementary teachers will be provided with at least a fifteen minute relief time per day, and a minimum of 150 minutes per week when feasible.

ARTICLE V

Teaching Loads and Assignments

A. The normal daily teaching load in the secondary school program shall not exceed three hundred ninety (390) minutes of which one sixty (60) minute period shall be provided for conference and preparation, and one thirty (30) minute period shall be provided for lunch. Further, at the secondary level, teachers shall be available at least ten (10) minutes prior to beginning of school in the a.m., and remain thirty (30) minutes immediately following close of school in the p.m. The elementary school day shall commence at 8:30 a.m., and shall conclude at 3:45 p.m., and shall not exceed six (6) fifty (50) minute periods of teaching per day.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates as received by the State Board of Education, excluding ninety (90) day permits.

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 the principals as soon as practicable. Such changes will be voluntary to the extent practicable. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests.

ARTICLE VI

Teaching Conditions

The parties recognize 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 acknowledge 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 practicable.

B. The Board and/or its representative 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. Further, the Board and/or its representative shall continue to consult with members of the teaching staff in the study of new texts and audio-visual materials.

C. Wherever feasible, the Board shall make available in each school adequate lunchroom, restroom and lavatory facilities primarily for teacher use, and at least one (1) room appropriately furnished which shall be reserved for use for faculty lounge primarily for the use of school personnel in which smoking shall be permitted.

D. Telephone facilities shall continue to be made available for teachers and their reasonable use.

E. Adequate parking facilities shall be made available to teachers, where possible, primarily for their use.

F. Notwithstanding their employment, teachers shall not be restricted by the Board or its representative in the exercise of any citizenship rights, and no 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 private and personal life of any teacher is not within the appropriate concern or attention of the Board so long as the Teacher's personal belief in religion, politics, etc. does not affect school or community morale. Further, these political, religious beliefs or acts shall be excluded from the school and the classroom.

G. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in, or association with any employee organization. The Board and the Association pledge themselves to seek 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 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.

H. Testing:

1. Regularly scheduled testing shall be set for a time which will be least disruptive to the instructional program.
2. Trained testing personnel shall be used to their best advantage. In-service training shall be provided for training of teachers for both classroom and standardized testing.
3. A Clintondale Testing Committee shall continue to evaluate the testing program periodically.
4. Clerical assistance for checking third grade California Mental Maturity and California Achievement tests shall be provided.

I. At least one (1) school day a month students shall be released from classes at noon following appropriately designated procedures for in-service training of teachers and/or teacher building meetings.

J. Whenever a school building is evacuated, teachers shall not be required to remain in the building for the duration of the emergency.

ARTICLE VII

Vacancies and Promotions

A. Whenever feasible, any vacancy in any certified instructional position in the school district, notice shall be given to all certified staff of such vacancy following the regular distribution channels.

B. Any teacher may apply to fill such vacancy. In filling such vacancy the Board declares its continued support of its policy of promotions from within its own teaching staff including promotions to supervisory and executive levels.

ARTICLE VIII

Transfers

A. Since the frequent transfers of teachers from one school to another disrupts the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever practicable

B. In the event that transfers of teachers appear to be necessary, lists of available positions in our schools shall be distributed in accord with the normal distribution and communication methods.

C. An administrator shall not deny, without reasonable cause, transfer of a teacher who is qualified or able to satisfactorily perform the duties of the job vacancy, whether transfer position involves transfer within a school, between schools at the same or different educational levels, or from one subject area to another.

D. Any teacher who shall be transferred to a supervisory or executive position, and shall later return to a teacher status, shall be entitled to retain such rights as are prescribed by the State Tenure Law.

ARTICLE IX

Leave Pay

A. All teachers absent from duty on account of personal illness or any other approved reason who are in the employ of the Board shall be allowed full pay for a total of twelve days per school year, two of which may be used as business days. Unused portions of these twelve (12) days may be accumulated without limit.

ARTICLE X

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX, Section A. shall be granted a leave of absence with pay amounting to the difference between the substitute teacher's pay and their own pay for such time as is necessary for the complete recovery from such illness through, but not exceeding, that school year in which the illness occurred. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Leaves of absence with pay chargeable against the teacher's allowance for sick days or business days shall be granted for the following reasons:

- (1) A maximum of five (5) days per school year for a critical illness in the immediate family, attributed to sick days.
- (2) One (1) day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care, attributed to sick days.
- (3) Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary, attributed to business days.
- (4) One (1) day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband, or wife, attributed to business days.
- (5) Time necessary for the conduct of personal affairs which cannot normally be handles outside school hours, such as performance of religious obligations and medical and dental appointments when such appointments cannot be made at any other time, attributed to business days.

(6) Time necessary for attendance at the funeral service of person whose relationship to the teacher warrants such attendance, attributed to business days.

(7) Time necessary to take selective service examination, attributed to business days.

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

(1) A maximum of five (5) days per school year for a death of spouse and/or children.

(2) Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever teacher is subpoenaed to attend any school proceedings.

D. A leave of absence for maternity, without pay, shall be granted to a regularly employed staff member who has been employed two (2) or more years, upon written request for such leave. Leave of absence shall be for one (1) school year. The application must be filed not more than three (3) months after a pregnancy has been determined. The employee shall terminate her work not later than the end of the fifth (5th) month of pregnancy. She may not begin a school year in a pregnant condition; violation of this will be grounds for immediate dismissal.

E. Leave of absence will be granted up to two (2) years to any teacher who joins the Peace Corps as a full time participant in such program. Leave of absence shall not be granted when other gainful employment is involved other than prescribed above. Any period so served shall be treated as time taught for purposes of the salary schedule.

F. Sabbatical Leave (see attached policies).

G. Military leaves of absence shall be granted to any teacher under contract who shall be inducted for military duty to any branch of the armed forces of the United States. The individual shall be entitled to all rights of reimbursements by the Board that are provided by the State and Federal law.

SABBATICAL LEAVE POLICY

Sabbatical Leave:

- A. Sabbatical leave of absence may be granted to members of the professional staff of the Clintondale Public School District. The granting of such leave is subject to the approval of the Board of Education upon the recommendation of the superintendent of schools, when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefitted.
- B. The rules and regulations of the Clintondale Sabbatical Leave Program are authorized and shall be interpreted in accordance with the following Michigan statutory provisions and any amendments thereto:
1. Any board, after a teacher has been employed at least seven (7) consecutive years by said Board and at the end of each additional period of seven or more consecutive years of employment, may grant said teacher a sabbatical leave for professional improvement for not to exceed two (2) semesters at any time; provided, that the teacher holds a permanent or life certificate or is engaged in teaching in a college maintained by the Board. During said sabbatical leave, the teacher shall be considered to be in the employ of the said Board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said Board; provided, however, that said Board shall not be held liable for death or injuries sustained by teacher while on sabbatical leave.
 2. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the boards of control of public school employees' retirement funds.
 3. A teacher upon return from a sabbatical leave shall be restored to his teacher position or to a position of like nature, seniority, status and pay. Said teacher shall be entitled to participate in any benefits that may be provided for by rules and regulations of the Board made pursuant to law. (Sec. 752, School Code of 1955 - M.S.A. 12.3572)
- C. Any professional employee of the School District of Clintondale Public Schools who meets the qualifications shall be eligible to apply for sabbatical leave. A professional employee may apply for sabbatical leave subject to the following conditions and requirements:

2. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee in the Clintondale Public School District.
3. Subsequent sabbatical leaves may be authorized after eligibility has been reestablished by service of an additional seven (7) consecutive years of satisfactory service as a full time employee.
4. A maximum of two per cent (2%) of the professional employees may be granted sabbatical leave each year. Insofar as possible a proportionate division of leaves will be granted to various groups of the professional staff.
5. A sabbatical leave may be granted for a period of not less than one (1) full term or semester, nor more than two (2) consecutive semesters of three (3) consecutive terms.
6. As a condition of receiving final approval for a sabbatical leave, a staff member shall file with the Secretary of the Board of Education a written agreement stipulating that he will remain in the service of the Clintondale Public Schools for a period of one year after the expiration of said leave.
7. No professional employee will be granted more than two (2) school years' sabbatical leaves (equivalent to a maximum total of eighty (80) weeks), and a minimum of seven (7) years must elapse before the first and second leave. (See following sections for conditions governing default of this agreement).

- D. The following additional conditions shall prevail with reference to applications for sabbatical leave.,
1. Approval of a sabbatical leave by the Board of Education shall be contingent upon securing an employee qualified to assume the applicant's duties.
 2. A sabbatical leave, once granted, may not be terminated before the date of expiration except as otherwise provided, or as otherwise agreed upon by the superintendent and the Board of Education.

3. The Board of Education reserves the right to reject any or all requests for sabbatical leaves of absence. (in the event of rejection, the applicant shall be advised as to the reasons for such action.)
4. Application for sabbatical leave of absence must be filed in the office of the superintendent not later than April 1, or November 1, preceding the semester when it is desired that the leave become effective.
5. An applicant for sabbatical leave of absence shall file with the application form, an outlined program for the period requested for sabbatical leave. This plan shall be indicated on an attached statement and shall include details of work to be pursued.
6. In determining his recommendations on requests for sabbatical leave, the superintendent will consider the following items:
 - a. The extent of the applicant's professional study, growth, contributions, and successful service during the preceding seven years.
 - b. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.
 - c. Length of period of uninterrupted service in the Clintondale Public Schools.
 - d. Order in which applications are received.

E. Requirements and status while on sabbatical leave are defined as follows:

1. The compensation for the staff member on sabbatical leave shall be one-half (1/2) of the salary he would receive if on active staff status for the period in which the leave is effective.
2. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the professional staff.

3. A term of sabbatical leave shall entitle an employee to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.
4. The regular sick leave policy shall apply to an employee on sabbatical leave, except that sick leave days do not accumulate for the sabbatical period.
5. A sabbatical leave granted to a regular employee of the professional staff shall also operate as a leave of absence without pay from all other school activities.
6. Payment of hospitalization for the staff member on sabbatical leave will be in accordance with School Board policy of the active staff status for the period in which the leave is effective.

F. Sabbatical Leave will be granted for the following purposes:

1. For work on advanced degree.
2. Independent research which must be under the supervision of the school district or an accredited college or university.
3. Any other reasons, such as travel or writing must be approved by a committee composed of three teachers and one administrator and one board member. Teachers will be elected by professional staff. Administrator and board member will be appointed by the superintendent.

G. An employee on sabbatical leave shall furnish as many reports as the superintendent deems necessary or reasonable to determine that the employee is fulfilling the agreement and all the requirements of the leave. In the event that the superintendent will find that the employee is not fulfilling the agreement or is dilatory in any respect, the entire sum paid to the employee by the board shall become due and all future payments shall cease. An employee shall not be considered as having completed the requirements of the sabbatical leave until a final report has been approved by the superintendent. At his discretion, the superintendent may require proof that the program as presented by the applicant has been followed. When approved by the superintendent, these final reports shall be transmitted to the Board of Education.

H. Status upon returning from Sabbatical Leave:

1. At the expiration of a sabbatical leave, highest consideration will be given to restore returned employee to original, or comparable, position.
2. When an employee completes the planned program of the leave, but does not return to service in the School District of the Clintondale Public Schools, he shall within two (2) years repay to the Board of Education the amount received by him during the sabbatical leave. If an employee does not remain one (1) year immediately following his sabbatical leave, he shall within two (2) years repay the Board of Education an amount of money which will bear the same relation to the amount granted as the unexpired period of service bears to two (2) years. This rule does not apply in cases wherein the rule is waived by the Board of Education.

ARTICLE XI

Terminal Leave

In appreciation for services to the school district, a terminal leave payment of \$500.00 will be paid upon retirement provided that the teacher shall have been employed in the school district for ten (10) continuous years and has reached the minimum social security retirement age.

ARTICLE XII

Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to provide to all teachers the following insurance protection.

A. The Board shall provide at one-half cost to the teacher comprehensive hospitalization, medical and surgical protection and full cost of master medical coverage for the teacher and his immediate family under the current basic Blue Cross group plan.

B. The Board shall continue to provide, without cost to the teacher, the present income protection plan, under the current Occidental Life Insurance Group Plan.

C. The Board shall continue to provide without cost to the teacher the present liability coverage plan of \$300,000.00 per accident.

ARTICLE XIII

Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Closed circuit television, public address or audio systems, and similar surveillance devices shall be used only with the full knowledge of the teacher. In no case shall a tape or other recording device be made of classroom conversations without the consent of both the teacher and administrative staff.

B. A teacher shall not be disciplined, reprimanded, removed from department chairmanship, or reduced in compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or removal from department chairmanship, or reduction in compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof, shall be subject to the Tenure Act procedure, if applicable, at the election of the teacher, or to the professional grievance negotiations procedure hereinafter set forth.

C. Standardized evaluation forms will be used throughout the system.

ARTICLE XIV

Protection of Teachers

A. The Board recognizes its responsibility to continue to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board acknowledges that exceptional children require special education by specially certified teachers; therefore the Board agrees to continue to seek methods of expanding appropriate programs to serve such children. Whenever a classroom teacher suggests on a written form that a student needs assistance, the Board shall continue to follow prescribed referral procedures.

B. Any case of assault upon a teacher shall be promptly reported to his immediate supervisor which shall also be followed by a written report. In the event of such an assault, and if any teacher is complained against or sued for reason of discipline action taken by the teacher against the student, the teacher through the Association may request assistance from the Board or its representative in such matters, including financial aid for the services of legal council. These requests shall be made to the Board of Education whose determination of whether the conduct of the teacher involved justifies any assistance and extent thereof shall be final.

C. If a teacher is injured while in the line of duty free medical, surgical, or hospital care will be furnished by the Board as applicable under

present insurance coverage no less than that offered in the 1965/66 insurance policy.

D. Formal complaints by a parent of a student directed toward a teacher that results in further action shall be promptly called to the teacher's attention.

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property. The Association agrees that all teachers shall observe rules regarding punishment of students as established by the Board or as required by law.

ARTICLE XV

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement and previous negotiations, but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings.

B. In the event the salary schedule or any other section of this Agreement is reopened for negotiation by either party, as provided in Article XIX of this Agreement, the parties will promptly negotiate for the purpose of reaching a new agreement upon such subjects. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall

be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board, or other lawful measures contemplated in this Agreement.

ARTICLE XVI

Professional Grievance Negotiation Procedure

A. Definitions

1. A "Grievance" shall mean a complaint by a teacher or a group of teachers based upon an event, condition, or circumstance under which a teacher works, related to school operation.
2. An "Aggrieved Person" shall mean the person or persons making the complaint, either individually or through the Association.
3. A "Party in Interest" shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. The term "Days" when used in this Article shall mean calendar days, but meetings shall not be held on weekends or holidays.

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Article I B of this Agreement.

C. Structure

1. There shall be one duly designated Association representative (Building Representative) for each school building to be selected in a manner determined by the Association. The identity of each Building Representative shall be certified in writing to the Board or its representatives. The Association may also designate and certify an alternate for each Building Representative at any time the latter is unavailable or disqualified.

2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall serve as the Association's grievance committee.

3. In the event that any Building Representative or any member of the P R & R Committee is a party in interest to any grievance, he shall be disqualified from serving in any representative capacity in connection with that grievance.

D. General

1. The number of days indicated at each Level of the Grievance Procedure should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limits may be extended by mutual consent in writing.

2. If a grievance is filed on or after June 1, and if failure to resolve it before the beginning of the next school year could result in irreparable harm to any party in interest, the Grievance Procedure time limits shall be reduced in order to try to arrive at a solution prior to the

end of the school year or as soon thereafter as is practicable.

3. The failure of an Aggrieved Person to proceed from one Level of the Grievance Procedure to the next Level 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.

4. The failure of an Administrator to communicate his decision to the teacher within the specified time limits shall permit the teacher and/or the Professional Rights and Responsibilities Committee to proceed to the next Level in the Grievance Procedure.

5. It shall be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties. Only in the event it is mutually agreed by the Aggrieved Person, a representative of the Association and the Board (through a designated representative) shall grievance proceedings be held during regular working hours. In such event, a teacher participating in such proceedings as a party in interest or as a proper representative of the Association shall be released from assigned duties without loss of salary to the extent required for such participation in actual meetings with the Board or its designated representatives.

6. The following matters shall not be the basis of any grievance filed and/or processed under the Professional Grievance Procedure of this Agreement.

(a) The termination of services of or failure to re-employ any first year probationary teacher; provided that if the Teacher's evaluation does not contain the reason therefor, the teacher shall be told.

(b) A teacher that elects to proceed under the provisions of any other remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act, shall be exclusive, and the grievance procedure of this contract shall not apply.

E. Procedure

1. Level One

A teacher who has a complaint which he believes may be the basis of a grievance shall first discuss the matter with his immediate supervisor or principal (whoever is more directly concerned with the problem) to try to resolve the matter informally. The teacher may have with him a Building Representative. Such a complaint shall be promptly brought to the attention of the administration with a request for an informal meeting. Arrangements shall be made by the Administrator to hold such meeting within five (5) days after receipt of the teacher's request, and the Administrator's answer shall be given within five (5) days after the meeting.

2. Level Two

(a) If the complaint is not satisfactorily resolved at Level One, the matter shall be considered a grievance. The teacher may, within six (6) days of the informal meeting at Level One, file the grievance in writing with the Association's P R & R Committee. The teacher may have the assistance of a representative of the Association in writing his grievance.

(b) Within five (5) days of receipt of the grievance,

the P R & R Committee shall decide whether or not there is merit to the grievance, and if the Committee decides that there is not merit to the grievance and so notifies the Aggrieved Party's Building Administrator, he may, if he wishes, proceed under Article I B of this Agreement.

If the Committee decides there is merit to the grievance, it shall, within five (5) days of receipt of the grievance, so notify the Superintendent in writing, with a copy of the grievance attached. Within ten (10) days of receipt of the grievance by the Superintendent, he or his duly designated representative shall meet with the Chairman of the P R & R Committee and the Aggrieved Person, and within five (5) days thereafter furnish the P R & R Committee and the Aggrieved Person a written answer.

3. Level Three

In the event the Aggrieved Person and the P R & R Committee are not satisfied with the disposition of the grievance at Level Two, they may refer the grievance in writing to the Board of Education. The Board of Education shall designate a Review Committee comprised of not less than three (3) disinterested Board members and such other persons as the Board may designate which shall, within ten (10) days from receipt of the written referral by the P R & R Committee meet with the Association's P R & R Committee and the Aggrieved Person for the purpose of arriving at a mutually satisfactory solution.

The decision of the Board of Education's Review Committee shall be rendered within ten (10) days of said meeting.

4. Level Four

In the event the grievance is not satisfactorily resolved

at Level Three or if no decision is reached within ten (10) days, the grievance may immediately be transmitted to the State Labor Mediation Board.

F. Miscellaneous

1. Any party in interest may be represented at any meeting held pursuant to the provisions of Levels Two through Four, but no teacher may under any circumstances be represented by an officer, agent or other representative of any other teacher organization than the Association.

2. No reprisal of any kind shall be taken by or against any party in interest in the Grievance Procedure solely by reason of participation in the Grievance Procedure.

3. Grievance forms shall be designed, pursuant to the foregoing, by the Chairman of the P R & R Committee and the Superintendent, and shall be appropriately distributed so as to be available in each building for use as needed.

ARTICLE XVII

Professional Study Committees

A. Professional Study Committees shall be formed, when the need is shown, by teacher, administrators, or the Board. Teachers shall not be expected to serve on more than two (2) committees at one time, or serve as chairman on more than one committee.

ARTICLE XVIII

Miscellaneous Provisions

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call as prescribed in individual building school handbook to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange, where possible, for a substitute teacher.

B. 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.

C. 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.

D. Except as expressly provided otherwise by the terms of this

Agreement, the determination and administration of educational policy, the location, maintenance and operation of the schools, and the supervision of the professional staff are vested exclusively in the Board of Education and its authorized representatives and designees.

E. Neither party shall demand any modifications to this Agreement; nor shall either of them be obligated to bargain collectively with the other with respect to any subject or matter referred to or covered in this Agreement, unless the right to request subsequent negotiations as to a specific matter is expressly provided herein.

F. The Board of Education agrees to assume the responsibility and cost of printing the contract and provide a copy to all certified personnel and thirty copies to the Association.

ARTICLE XIX

Duration of Agreement

A. This Agreement shall be effective as of July 1, 1966 and shall continue in effect for three (3) years until the 30th day of June, 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. Upon written notice to the other party at least sixty (60) days prior to the first day of May and not more than ninety (90) days prior to the first day of May in any year either party may reopen negotiations of the following articles: Section A of Article III, Section A of Article VI, Article IX, Article X, Article XII, and Article XVI.

For
CLINTONDALE EDUCATION ASSOCIATION

David A. Vogel
Jack W. Teuber
Robert H. Warren

For
CLINTONDALE PUBLIC SCHOOLS
BOARD OF EDUCATION

Joseph Santilli
Robert Werner
Quincy F. Liss

Dated May 25, 1966

SCHEDULE A

Salary Schedule

| <u>Years in position</u> | <u>Bachelor's Degree</u> | <u>Master's Degree</u> |
|--------------------------|--------------------------|------------------------|
| 0 | \$5550.00 | \$6000.00 |
| 1 | 5800.00 | 6270.00 |
| 2 | 6061.00 | 6552.00 |
| 3 | 6334.00 | 6847.00 |
| 4 | 6619.00 | 7155.00 |
| 5 | 6917.00 | 7477.00 |
| 6 | 7263.00 | 7851.00 |
| 7 | 7626.00 | 8244.00 |
| 8 | 8007.00 | 8656.00 |
| 9 | 8407.00 | 9089.00 |
| 10 | 8827.00 | 9543.00 |
| 11 | | 10,020.00 |

The yearly increment is based upon a 4.5% increase over the previous year's salary through the first five (5) years and a 5.0% increase over the previous year's salary from the sixth step to the maximum step.

Remuneration beyond Bachelor's Degree after the first ten (10) semester hours at \$10.00 per credit beyond the ten (10), up to thirty (30) semester hours.

Remuneration beyond Master's Degree at \$15.00 per credit hour up to thirty (30) semester hours.

The hours taken beyond the Bachelor's Degree plus ten (10) and the Master's Degree must have the approval of the college advisor and the immediate building administrator.

GENERAL POLICIES

1. Up to seven (7) year's experience outside the system allowed at regular salary schedule rates.
2. Sixty (60) days notice for release from contract by either party.
3. Contracts can be written on the basis of twenty-six (26) pay periods or twenty (20) pay periods, according to the teacher's preference.

SICK LEAVE POLICIES

1. Twelve (12) sick leave days per year of which two (2) may be used as personal business days; if business days are not used, they may be accrued to sick day leave for the following school year. Unused portions of these twelve (12) days may be accumulated without limit.
2. Accept twenty (20) sick leave days from outside district (to be certified from preceding district), plus twelve (12) of which two may be used as personal business days when entering this system.

HOSPITALIZATION

1. One-half (1/2) Blue Cross hospitalization and full cost of Master Medical shall be paid by Board of Education for those staff members who qualify. This shall be by way of fringe benefits with no cash reimbursement for those employees who do not qualify.

INCOME PROTECTION

Up to fifty (50%) percent of weekly salary for maximum of fifty-two (52) weeks will be paid for extended illness or accident.

SABBATICAL LEAVE

1. Sabbatical Leave shall be granted for teachers who have full seven (7) year's teaching experience in the Clintondale Public School System. They shall receive:
 - (a) One-half (1/2) annual contractual salary.
 - (b) Regular increment upon their return after year's leave.
 - (c) One-half (1/2) Blue Cross Hospitalization and full cost of Master Medical shall be paid by Board of Education for those who qualify.

2. Leave shall be granted for the purpose of professional improvement.
3. Application for leave must be approved by the proper authorities involved.
4. A proper contract shall be issued for the year the teacher is on Sabbatical Leave.

SUPPLEMENTAL PAY

ATHLETICS

PERCENTAGE

A. Coaching, High School

| | | |
|-----|---------------------------------|----|
| 1. | Football, Varsity -Head coach | 10 |
| 2. | Football, Varsity - Asst. coach | 7 |
| 3. | Football, Junior varsity | 6 |
| 4. | Football, Freshman | 6 |
| 5. | Basketball, Varsity- Head coach | 10 |
| 6. | Basketball, Junior varsity | 7 |
| 7. | Basketball, Freshman | 6 |
| 8. | Baseball, Varsity- Head coach | 8 |
| 9. | Track, Varsity- Head coach | 8 |
| 10. | Track, Varsity- Asst. coach | 5 |
| 11. | Golf, Head coach | 4 |
| 12. | Cross Country - Head coach | 4 |

B. Coaching, Junior High School

| | | |
|----|---------------------|---|
| 1. | Football, grade 8 | 5 |
| 2. | Football, grade 7 | 5 |
| 3. | Basketball, grade 8 | 5 |
| 4. | Basketball, grade 7 | 5 |
| 5. | Track, Head coach | 4 |
| 6. | Track, Asst. coach | 3 |

The Bachelor's Degree salary schedule will be used as a base for the above percentages with consideration given for experience in a particular sport at the secondary level only.

Up to a maximum of seven (7) years coaching experience in the same sport outside the district will be allowed in the foregoing percentage schedule.

C. Activities, High School

| | | |
|-----|---|--------|
| 1. | Student Council advisor | \$700. |
| 2. | Yearbook advisor | 500. |
| 3. | Drama Advisor | 300. |
| 4. | Music Director (Vocal & Instrumental, entire system) | 300. |
| 5. | Music Concerts (Instrumental) | 400. |
| 6. | Music concerts (Vocal) | 300. |
| 7. | Class sponsors: | |
| | Senior | 250. |
| | Junior | 200. |
| | Sophomore | 100. |
| | Freshman | 100. |
| 8. | Counselors | 300. |
| 9. | Public Relations Coordinator | 400. |
| 10. | Pep Club sponsor | 200. |
| 11. | Cheerleader Coach | 200. |
| 12. | Department Heads | 250. |

D. Activities, Junior High School

| | | |
|----|-------------------------|------|
| 1. | Student Council advisor | 400. |
| 2. | Music concerts (Band) | 400. |
| 3. | Music concerts (Vocal) | 200. |
| 4. | Counselors | 300. |
| 5. | Cheerleader Coach | 150. |
| 6. | Department Heads | 175. |

E. Remedial Reading Coordinator 300.

F. Special Education Director 400.

G. Special Education Teachers 300.

H. Elementary (Music) 200.

I. Elementary (Band) 200.