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Clintondale
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1970-71

PROFESSIONAL AGREEMENT

BETWEEN THE

Clintondale Board of Education

AND THE

Clintondale Education Association, MEA-NEA

Clintondale Board of Ed.



1970-1971 CONTRACT

Clintondale Community Schools
Mount Clemens, Michigan 48043

MEA
1216 Kendale
E. Lansing, MI 48823

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

PROFESSIONAL AGREEMENT

1970 - 1971

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P R E A M B L E

This Agreement entered into this 8th day of September, 1970, by and between the Board of Education of the Clintondale Community Schools District, Macomb County, Michigan, hereinafter called the "Board," and the Clintondale Education Association, hereinafter called the "Association" an affiliate of the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA."

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 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 has a statutory obligation, pursuant to the Public Employment Relations Act, 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 have reached certain understandings which they desire to confirm in this Agreement.

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

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated or professional personnel under contract, on leave, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude:

1. Superintendent
2. Assistant Superintendents
3. Principals
4. Assistant Principals
5. Athletic Director
6. Business Manager
7. Special Education Coordinator
8. Community School Coordinator
9. Curriculum Coordinator
10. Adult Education Director
11. Director of School Communications
12. Substitute Teachers

The term "Teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of this Agreement.

ARTICLE II

ASSOCIATION, BOARD AND TEACHER RIGHTS

A. Board Rights. The Board retains all rights and powers conferred upon it by the Constitution and Laws of the State of Michigan and of the United States, including the right to manage

the school system, establish curriculum content, hire, promote, transfer, assign, discharge or retain teachers in positions within the system, and to determine the methods, means, and personnel to operate the system, except as limited by the express provisions of this Agreement or the applicable laws of the State of Michigan or the United States of America. The retention of these rights and powers, however, does not affect the right of the Association to negotiate these rights and powers insofar as they are negotiable.

B. Association Rights. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that professional employees of the Board 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. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or terms or conditions of employment 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, as agreed to in this Master Contract.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

D. The Association and its representatives shall have the right to use school buildings upon notification, excluding the Central Office, at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor.

E. The Association and its representatives shall be permitted to conduct official business on school property at reasonable times, provided that the leaving of one's building

has been cleared through building administrators and providing there is no interference of school operations.

F. The Association shall have the right to use school equipment at reasonable times so long as it does not interfere with or inhibit regular school use. The Association will supply its own materials.

G. The Association shall have the right to bulletin board space and mail facilities in each building. Material passed or posted shall be in good taste.

H. 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.

I. The Board is interested in making use of the collective experience of the Association and will from time to time solicit its help.

J. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

ARTICLE III

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20) of such dues from the regular salary check of the teacher for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

B. Any teacher who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay as a fee, an amount equal to membership dues payable to the Association, the NEA and the MEA, provided however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in paragraph A, the Board shall terminate the employment of such teacher at the end of the school year.

The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association, these sums. The Association agrees to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article and not otherwise available to the Board.

D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE IV

TEACHERS' SCHOOL DAY

A. The regular school day for all teachers shall be seven and one-fourth (7-1/4) consecutive hours which includes a duty free lunch period and a preparation period.

The duty free lunch periods will be not less than thirty (30) minutes at the secondary and intermediate schools and one (1) hour at the elementary schools.

The preparation period will be equivalent in length to

to a normal class period at the secondary and intermediate schools. There will be a daily thirty (30) consecutive minute preparation period at the elementary schools.

B. Supportive teachers shall receive planning and relief time comparable to other teachers working at their grade level.

C. If a teacher shall teach more than the normal teaching load set forth in this Article, he shall receive an additional compensation at the rate of One and 60/100ths (\$1.60) Dollars for every fifteen minute segment.

D. Teachers may be required to attend two evening Parent Teacher Conferences or open houses per year.

E. No departure from these norms, except in case of emergency shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

F. A teacher engaged during the school day in any grievance hearing or arbitration shall be released from regular duties. Cost of any substitutes shall be borne by the Association.

G. Teachers may be required to attend a faculty meeting one - half hour before the school day begins or one-half hour after the school day ends each week or one hour every two weeks.

ARTICLE V

SPECIAL EDUCATION STUDENTS

The Board will make every effort to place students designated as special education students into proper special education classes. Any teacher who believes that a student is a special education student may request that student's transfer to a special education class. Requests to transfer will be considered by a committee composed of an elementary, intermediate and/or senior high school counselor; the school nurse; the diagnostician; the social worker; the principal; and a classroom teacher. Recommendations of the committee will be implemented by the appropriate administrator.

ARTICLE VI

TEACHING CONDITIONS

A. CLASS SIZE - The Board shall strive toward ideal classroom pupil-teacher ratios. In determining such ratios the Board shall consider among the pertinent factors:

- (a) Teacher effectiveness including individual attention, multi-learning activities, span of control, parent-teacher communications, clerical burden, available work stations, and flexible grouping;
- (b) Physical design of classrooms, including room size, the flexibility of the room and facilities for vision, hearing and group work, health and safety;
- (c) Manpower supply, including availability of qualified personnel for classrooms and special areas for curriculum at the time of need; and,
- (d) The financial status of the District.

The desired goal is thirty (30) secondary students and twenty-eight (28) elementary students per class, except choir, band, physical education, homeroom, studyhall and typing classes.

At such time as the desired class size objective is exceeded by ten (10%) percent, the involved principal, teacher, Association and Board representative shall meet to explore methods to relieve the situation. Agreed to changes shall be put into effect before the limit is exceeded by twenty (20%) percent.

B. The Board agrees to keep the schools reasonably equipped and maintained.

C. The Board agrees to provide a professional library, centrally located, with bibliographies available in each building.

D. The Board agrees to continue to provide typing, dupli-

cating, stencil and mimeograph facilities for the use of teachers in the preparation of instructional material.

E. The Board shall provide areas for teachers to safely store valuables.

F. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

G. Telephone facilities shall be available for faculty use.

H. Upon request the Association may install vending machines in the faculty lounge. Proceeds from such machines shall be placed in a student scholarship fund.

I. Adequate off street assigned parking facilities shall be provided, and properly maintained for teacher use.

J. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

ARTICLE VII

DEPARTMENT CHAIRMEN

The principal will appoint the department chairman from nominees selected by members of the department. The department chairman shall exercise the coordination for programs and materials and shall serve as instructional liaison between the teachers of the department and the school administration. Such chairman shall not be considered as a supervisory employee.

ARTICLE VIII

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. The employment of new teachers whose certification is based on the Michigan full year permit is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person. No person whose certification is based on the Michigan full year permit shall be employed in a regular full-time position for more than two (2) consecutive years from the date of hire.

B. A person with a Bachelor's Degree who is eligible for the Michigan substitute permit shall be employed only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person. In no event will such a person be employed in a regular full time position for more than two (2) consecutive years.

C. New persons with less than a Bachelor's Degree who are eligible only for the Michigan substitute permit shall be employed by the Board on a day to day substitute basis and for no more than ninety (90) days per school year.

D. Assignments outside the scope of the teacher's certificate and major or minor field or North Central Association criteria will not be made without just cause and all such assignments will be made in compliance with state regulations and notifications of these assignments will be made to the Association.

E. All teachers shall be given written notice of their schedules for the forthcoming year no later than the last day of school. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the fifteenth (15th) day of August preceding commencement of the school year, unless an emergency situation requires same, and the Association shall be so notified in each instance.

F. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the district.

G. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority group personnel.

ARTICLE IX

VACANCIES, PROMOTIONS AND TRANSFERS

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one (1) copy of which shall be filed with the Superintendent, or designee, and one (1) copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.

B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing school program. If possible this position will be filled on a temporary basis. Any vacancy filled on a temporary basis shall be considered open for the next school year.

C. Whenever feasible, in any vacancy in any certified instructional position in the school district, notice shall be posted for all certified staff of such vacancy. Any teacher may apply to fill such vacancy. In filling such vacancy the Board declares its continued support of its policy of considering promotions from within its own teaching staff, including promotions to supervisory and executive levels.

ARTICLE X

ILLNESS OR DISABILITY

A. Each teacher shall be entitled to a total of twelve (12) personal leave days with full pay each school year to be used for the reasons of illness or personal business. Leave days shall be earned, and in all cases where a teacher leaves or terminates his service to the school district, his leave days for the year shall be prorated to his service. Any unused days shall be accumulated without limit. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in a case of emergency or personal illness.

Suspected abuse of personal leave shall be reported by the Superintendent of Schools to the Association for investigation, within five (5) days of the suspected abuse. The Association will report its findings and recommendations in writing to the Superintendent.

Advance notice of the necessity for such leave shall be given the office of the Board as early as possible.

B. Any teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed each year upon written request from the teacher.

C. Court or administrative agency appearances on behalf of the school district shall not be chargeable against personal leave days.

ARTICLE XI

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

A. Teachers from time to time may request permission to attend a conference, workshop, seminar or visitation. Permission to attend must be secured from building administrators and

administrator in charge of curriculum. These days will not be deducted from sick or personal leave days.

B. The Board will approve up to six (6) days of professional leave for Association activities at full pay. Ten (10) additional days shall be granted provided the Association reimburses the District for the full cost of required substitutes. The Association agrees to notify the Board no less than forty-eight (48) hours of the date for the intended use of said leave.

ARTICLE XII

SABBATICAL LEAVE

A. Teachers who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid one-half (1/2) of his annual salary, and full related insurance benefits.

B. A teacher, upon return from a sabbatical leave, shall be restored to his former position or a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

C. Not less than one (1) sabbatical leave shall be granted per year when feasible.

D. The member shall sign a personal promissory note which shall be redeemed by the Board if he does not return to Clintondale.

ARTICLE XIII

UNPAID LEAVES OF ABSENCE

A. The Board of Education, upon written request, may grant a leave of absence to any tenure teacher. Such leave shall not exceed one year, subject to renewal at the will of the Board; provided, that without request, leave of absence because of

physical or mental disability may be granted for a period not to exceed one year. Leaves shall not be denied for exchange teaching, foreign or military teaching, Peace Corps or Job Corps work programs related to a professional responsibility, and engaging in study at an accredited University provided such study is job related and provided a suitable replacement can be found.

B. Any tenure teacher who must leave a teaching position, other than a temporary teaching position, in the District - to serve in any branch of the armed services of the United States and who, upon termination of such services (1) received an honorable discharge; (2) is still qualified and competent to perform the duties of such teaching position; and (3) makes application for re-employment within ninety (90) days of discharge shall be restored at the beginning of the semester following the application, to such teaching position, or to a position of like nature, unless circumstances have so changed as to make it impossible or unreasonable to do so.

C. A maternity leave of absence shall be granted to a tenure teacher and may be granted to a probationary teacher upon written request. Such request shall be filed with the Superintendent as soon as possible after pregnancy has been determined. Employment shall terminate at the end of the fifth (5th) month of pregnancy unless extended by the Board upon written request of the teacher.

D. Evidence of satisfactory physical or mental health may be requested by the Board immediately preceding return to the position.

E. Written notice of intention to return or resign shall be given the Superintendent by March 1st of the year in which the leave expires.

F. A leave of absence shall be granted to any tenure teacher upon application for the purpose of serving as an officer of the Association, MEA, NEA, or on its staff. Such leave shall be limited to two (2) years. Upon return from such leave such teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the system during such period.

ARTICLE XIV

ACADEMIC RESPONSIBILITY

Since teachers are working with students who have not yet reached full maturity, they are expected to consider carefully the effect of their words and deeds in all classroom and supplementary duty situations.

The Board recognizes that a teacher cannot provide adequate stimulation to students nor permit the free exchange and development of ideas, without occasional unexpected results.

It is the responsibility of the teacher to insure the fair presentation of facts, philosophies, and ideologies for consideration. Teachers should not attempt to urge students to accept their personal beliefs in regard to religion, politics, or other areas of consideration. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed to safeguard the legitimate interests of the schools.

ARTICLE XV

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.

B. Evaluation forms shall be standardized throughout the system except that a new trial form may be piloted in one school per year. Each teacher shall sign and receive a copy of his evaluation.

A committee consisting of three (3) administrators and three (3) teachers shall be formed to develop an evaluation form to be instituted in December, 1970. The non-voting chairman will be the Assistant Superintendent of Instruction.

C. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative

of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file, exclusive of confidential employment and university credentials, shall contain the following minimum items of information:

- annual TB report and required medical information
- all teacher evaluation reports
- copies of annual contracts
- a transcript of academic records
- copy of teaching certificate
- tenure recommendation

No material may be placed in the file without allowing the teacher an opportunity to file a response thereto, and said response shall become part of the file. Teachers' personnel files are confidential, and only duly authorized personnel may have access thereto.

D. A teacher shall at all times be entitled to have present a representative of the Association when he is being formally reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

E. A written reprimand shall be dated on the day it is entered into the file and a copy of such reprimand shall be given to the teacher. Such reprimands must be written and dated within ten (10) school days of knowledge of the said incident that caused the reprimand.

ARTICLE XVI

REDUCTIONS IN PERSONNEL AND ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

A. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined, as prescribed by the law.

B. In the event that this district shall be combined with one or more districts, the Board shall use its best efforts to assure the continued recognition of the Association and the continued employment of its members in the consolidated districts.

C. No tenure teachers shall have a contract terminated pursuant to a necessary reduction in personnel unless there is a substantial decrease in the students enrolled in the school district or there is a financial condition which necessitates such a reduction.

D. Before the Board makes any necessary reduction or reassignment of personnel, procedures for this reduction or reassignment of personnel will be jointly developed by the Board and the Association.

E. Any discharge of a teacher shall be subject to tenure law, if applicable.

ARTICLE XVII

INCLEMENT WEATHER

Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by Act of God.

When the schools are closed to students due to the above conditions teachers shall not be required to report for duty.

Teachers will be notified by local and major radio stations servicing this area.

ARTICLE XVIII

SCHOOL CALENDAR

For the term of this Agreement the school calendar shall be set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

ARTICLE XIX

PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B (Page 30) which is attached to and incorporated in this Agreement. Such Salary Schedule shall remain in effect during the designated periods.

B. All teachers shall be given full credit on the Salary Schedule set forth in Appendix B (Page 30) for full years (half year will count as a half year) of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency.

C. Teachers involved in voluntary extra duty assignments as set forth in Appendix B (Pages 32 through 34) which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation.

ARTICLE XX

INSURANCE PROTECTION

A. The Board shall provide full family health care, Blue Cross MVF-1 Master Medical, plus riders on immediate pregnancy, pre and post-natal care, and waiver of deductible on x-rays.

B. The Board agrees to pay the full cost of a group life insurance policy in the face amount of Five Thousand (\$5,000.00) Dollars per teacher beginning no later than October 21, 1970.

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

D. All insurance premiums shall be paid for the full year to assure continuity of coverage for the full twelve (12) month year.

ARTICLE XXI

SPECIAL AND STUDENT TEACHING ASSIGNMENTS

A. Assignments for the Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. Every attempt will be made to avoid split shifts and assignments of less than two (2) hours per day. Teachers shall be compensated for teaching in any such programs at the rate established within this Agreement.

B. 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 before 6:30 a.m., (except in an emergency), to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

C. Supervisory teachers of student teachers shall be tenured, permanently certified, possessing a minimum of a Master's Degree in academic preparation and/or have taken a course in supervision of student teachers who voluntarily accept the assignment and who are approved by a screening committee. This committee to be established jointly by the Association and the Administration and shall consist of three (3) teachers and three (3) administrators.

D. Supervisors of student teachers shall work within the bounds of the sponsoring university's program.

E. The Association agrees to accept student teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.

F. The Board agrees to provide student teachers with those items deemed necessary by the sponsoring university.

G. Arrangement for disbursement of monies for student teacher supervisors will be made consistent with sponsoring university policies.

H. The supervisors of student teachers shall follow the sponsoring university's policy regarding reports and evaluations.

ARTICLE XXII

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. A committee shall be formed to develop and recommend a disciplinary policy to the Board of Education no later than February 1, 1971. The committee shall consist of four (4) teachers to be selected by the Association and four (4) representatives to be selected by the Board of Education.

B. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to see that these proper attentions are brought to bear, limited only by the facilities available and following proper referral procedures.

C. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

D. A teacher may temporarily exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing.

E. Procedures for suspension of students shall be available to any teacher upon request in the office of the principal. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and

his parents when warranted. Transfer of the student to another teacher or other measures short of suspension, should be exhausted first. In any transfer to another class, the new teacher will be consulted.

F. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel if necessary to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

G. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, and while following established Board policy as given to the teacher at the beginning of the school year, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

H. Time lost by a teacher in connection with incidents arising from the discharge of his duties shall not be charged against the teacher.

I. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

J. A written up-to-date statement by the Board, governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year.

ARTICLE XXIII

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. Definitions

1. A "grievance" is a complaint about an act or condition which affects the welfare or working conditions of a teacher or group of teachers, or a complaint that there has been a violation,

misrepresentation or misapplication of any provision of this Agreement.

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 II-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 representative. 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, (P.R. and R. 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. and 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 speed the procedure, and 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 or failure to re-employ any first year probationary teacher; provided that if the teacher's evaluation does not contain the reason therefore, 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.

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 within twenty (20) days of the incidence of the alleged grievance be brought to the attention of the Administration with a request for an informal meeting. Arrangements shall be made by the

Administrator to hold such a 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. and R. Committee. The teacher may have the assistance of a representative of the Association in writing this grievance.
- (b) Within five (5) days of receipt of the grievance, the P. R. and R. Committee shall decide whether or not there is merit to the grievance, and if the Committee decides that there is no merit to the grievance, and so notifies the Aggrieved Person's Building Administrator, he may, if he wishes, proceed under Article II-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. and R. Committee and the Aggrieved Person, and within five (5) days thereafter furnish the P. R. and R. Committee and the Aggrieved Person a written answer.

3. Level Three

In the event the Aggrieved Person and the P. R. and 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 within ten (10) days after receipt of a written answer from the Superintendent or his designee. 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. and R. Committee meet with the Association's P. R. and 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

If the Association is not satisfied with the disposition of the grievance at Level Three, the grievance shall, to the extent permitted by law, be submitted to arbitration before an impartial arbitrator within ten (10) days. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding, any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

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. and R. Committee and the Superintendent, and shall be appropriately distributed so as to be available in each building for use as needed.

ARTICLE XXIV

NEGOTIATION PROCEDURES

A. During the month of March the parties shall have a meeting to initiate negotiations for the purpose of entering into successor agreement for the forthcoming year. This meeting shall not be held on a day which the Association's negotiating committee has class duties.

B. Representatives of the Board and Association's negotiating committee will meet on the last school day Tuesday of each month for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance or negotiation procedure.

ARTICLE XXV

INSERVICE PROFESSIONAL EDUCATION

The Board recognizes that to be of value, inservice education must meet the needs and desires of all levels of teachers.

The Association will plan, implement, evaluate and keep records of attendance for district wide inservice meetings.

All plans for these inservice days should be submitted to Central Administration at least two (2) weeks in advance of the meeting date for approval.

ARTICLE XXVI

MISCELLANEOUS PROVISIONS

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.

C. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. An Association Representative shall meet with new teachers.

F. Copies of this Agreement titled, "Professional Agreement between the Clintondale School District and the Clintondale Education Association, M.E.A.-N.E.A.", shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish 50 copies of the Master Agreement to the Association for its use.

G. Any teacher who attains the age of sixty-five (65) during the school year must retire at the close of that school year, however, he may be employed thereafter on a year-to-year basis upon agreement between the Board and the teacher.

H. In appreciation for services to the School District a terminal leave payment of Five Hundred (\$500.00) Dollars will be paid upon retirement, provided that the teacher shall have been employed in the School District for the preceding ten (10) years and has reached the age of sixty-five (65) years.

CLINTONDALE COMMUNITY SCHOOLS

APPENDIX A CALENDAR*

1970 - 1971 SCHOOL YEAR

Monday, September 7, 1970	Labor Day (Schools Closed)
Tuesday, September 8,	Teacher Orientation
Wednesday, September 9,	First Pupil Day
Wednesday, October 7,	Michigan Education Association Institute
Friday, November 20,	Parent-Teacher Conferences
Wednesday, November 25,	Thanksgiving Vacation (Schools Close End of Day)
Monday, November 30,	Schools Reopen
Wednesday, December 23,	Christmas Vacation (Schools Close End of Day)
Monday, January 4, 1971	Schools Reopen
Friday, January 29,	Records Day (No Classes)
Friday, March 19,	Parent-Teacher Conferences
Thursday, April 8,	Spring Vacation (Schools Close End of Day)
Tuesday, April 13,	Schools Reopen
Monday, May 31,	Memorial Day (Schools Closed)
Wednesday, June 9,	Last Pupil Day
Thursday, June 10	Records Day
Friday, June 11,	Records Day (End of 1970-1971 School Year)

*If there is any change in the School Calendar all personnel will be notified.

SALARY SCHEDULE

1970 - 1971

Appendix B

Steps	<u>B.A.</u>	<u>M.A.</u>
1.	\$ 7,800.	\$ 8,400.
2.	8,190.	8,904.
3.	8,600.	9,438.
4.	9,030.	10,004.
5.	9,482.	10,604.
6.	9,956.	11,346.
7.	10,553.	12,140.
8.	11,186.	12,990.
9.	11,857.	13,899.
10.	12,400.	14,900.
B.A. plus 20 semester hours	- \$200.00	) Hours must be) turned in to) Central Administration) by October 1, 1970 for) pay credit.
M.A. plus 15 semester hours	- 250.00	
M.A. plus 30 semester hours	- 500.00	

Sport supplementals will be paid on the first pay after that season is completed.

Other supplements will be paid twice yearly, January and June.

Appendix B-Salary Schedule

SALARY SCHEDULE FOR SPECIAL AREAS

SUMMER SCHOOL

Credit Courses- by certified personnel, \$6.25 per hour.

Reading- \$6.25 per hour.

DRIVER EDUCATION

\$6.25 per hour.

ADULT EDUCATION

Credit Courses- by certified personnel, \$6.25 per hour

VOCATIONAL CERTIFICATION

Teachers that have obtained a B.S. or a B.A. Degree, and possess a Provisional and/or Permanent Vocational Certificate, will be given two (2) years' credit and placed on the salary schedule two (2) steps above the appropriate teaching level, provided that this increment credit will only be granted to those teachers that have work experiences that have a direct relationship to their teaching area, and those teachers are employed in a reimbursible vocational program of their certification, and said increment will be pro-rated on their actual direct teaching time of the school day, in their certified area.

In no case will the extension of the experience factor extend any salary beyond the maximum of that schedule.

Any teacher, while continuing in the capacity of vocational teaching reimbursement, shall receive the same increment allowance as they have received in the past.

OTHER ASSIGNMENTS

Any teacher assigned to work in excess of the school year whose assignment is not otherwise compensated herein by supplemental pay shall be paid a weekly sum of 1/40th of his teaching salary.

Appendix B-Salary Schedule

Athletics

Percentage

A. Coaching, High School

Football, Varsity-Head Coach	10
Football, Varsity-Assistant Coach.	7
Football, Junior Varsity	6
Football, Freshman	6
Basketball, Varsity-Head Coach	10
Basketball, Junior Varsity	7
Basketball, Freshman	6
Baseball, Varsity-Head Coach	8
Baseball, Junior Varsity	5
Track, Varsity-Head Coach	8
Track, Varsity-Assistant Coach	5
Golf-Head Coach	4
Cross Country-Head Coach	4
Wrestling-Head Coach	8
Swimming Coach	8

B. Coaching, Intermediate School

Football-Head Coach.	5
Football-Assistant Coach	4
Basketball-Grade 8	5
Basketball-Grade 7	5
Track-Head Coach	5
Track-Assistant Coach.	4

The Bachelor's Degree Salary Schedule will be used as a base for the foregoing 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.

Appendix B - Salary Schedule

<u>Activities</u>	<u>Percentage</u>
-------------------	-------------------

C. High School

Student Council Advisor . . . . .	.8
Yearbook Advisor. . . . .	.6
Drama Advisor . . . . .	.4
Music Concerts-Instrumental . . . . .	.6
Music Concerts-Vocal. . . . .	.4
Class Sponsors:	
Senior . . . . .	.4
Junior . . . . .	.4
Sophomore. . . . .	.2
Freshman . . . . .	.2
Pep Club Sponsor. . . . .	.3
Cheerleader Coach . . . . .	.4
Club Sponsors . . . . .	.2
Newspaper Sponsor . . . . .	.4
**Counselors. . . . .	.4
*Department Heads. . . . .	.4

Intermediate School

Student Council Advisor . . . . .	.5
Music Concerts-Instrumental . . . . .	.6
Music Concerts-Vocal. . . . .	.4
Cheerleader Coach . . . . .	.3
Club Sponsors . . . . .	.2
**Counselors. . . . .	.4
*Department Heads. . . . .	.3

*If release time is provided, the supplemental pay percentage is not applicable.

**No teacher shall receive this supplement after the 1970-1971 school year.

Appendix B-Salary Schedule

<u>Activities</u>	<u>Percentage</u>
-------------------	-------------------

E. Elementary

**Counselor . . . . .	.4
Music-Instrumental. . . . .	.4
Music-Vocal . . . . .	.3

F. Other

**Special Education Teachers. . . . .	.4
Music Coordinator-Entire System . . . . .	.4
Remedial Reading Coordinator. . . . .	.4
**Speech Therapist. . . . .	.4
**School Diagnostician.	10
**School Social Worker.	10

Driver Education Coordinator-\$167.00 per semester

Remuneration (annual) for a given assignment bears a percentage relationship to the appropriate level on the Bachelor's Schedule. The appropriate level is represented by the teacher's previous years of experience in directing a given activity in the Clintondale Schools, plus credit for outside experience, up to seven (7) years.

In order to be qualified for any experience adjustment the employee must be full-time and certified in the area for which they are employed; (i.e.) Social Worker, Diagnostician, Speech Therapist.

**No teacher shall receive this supplement after the 1970-1971 school year.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective as of September 8,
1970 and shall continue in effect until the 15th day
of August, 1971. This Agreement shall not be extended
orally and it is expressly understood that it shall expire
on the date indicated.

EDUCATION ASSOCIATION

By Sterling Livers
President

By Glennda Thompson
Secretary

By Weltha A. Oakes
Negotiating
Committee Chairman

By Raymond Vance Walcott
Negotiating Committeeman

By Robert H. Warren
Negotiating Committeeman

By _____
Negotiating Committeeman

BOARD OF EDUCATION

By Francis Moreau
President

By Charles McGinnis
Secretary

Dated this 15 day of
September, 1970