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*Clinton Community Schools Board of Education*

*MEA  
1216 Kendall  
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AGREEMENT  
between the  
CLINTON COMMUNITY SCHOOL BOARD OF EDUCATION  
and the  
CLINTON EDUCATION ASSOCIATION

This agreement entered into this 23rd day of June, 1966, between the Board of Education of the Clinton Community School District, Clinton, Michigan, hereinafter referred to as the "Board", and the Clinton Education Association, hereinafter referred to as the "Association."

ARTICLE I  
RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive agent for the purpose of bargaining with respect to rates of pay, hours and working conditions representing all regularly employed certified personnel in the Clinton Community School District, except those in an administrative capacity.
- B. This recognition shall extend for a period of three years ending June 30, 1969.

ARTICLE II  
RIGHTS OF THE BOARD

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

- A. To the executive management and administrative control of the school system, in accordance with Board policies and not in conflict with this contract, and its properties and facilities and the activities of its employees during contractual hours concerning matters not directly included in this master contract.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment.
- C. To establish grades and develop curriculum, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States.

### ARTICLE III RIGHTS OF THE TEACHER

The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers with respect to the maintenance of control and discipline on school property.

Any official complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

### ARTICLE IV RIGHTS OF THE ASSOCIATION

- A. In addition to the terms of this contract and the policies of the Board of Education, the Association is hereby guaranteed all rights established by State law governing teacher employment, tenure, fair labor practices and recognition.
- B. The Association and its members shall have the privilege to use school building facilities, provided permission is secured through the Superintendent's office.
- C. Bulletin board in the faculty lounge of each building shall be provided to the Association for the purpose of communication.

### ARTICLE V TERM OF THE AGREEMENT

- A. This master contract shall become effective on July 1, 1966, and shall continue thereafter for a period of one year, terminating on June 30, 1967.
- B. Negotiations for a new master contract shall start on the week of February 12, 1967, and continue thereafter.
- C. Any sections may be renegotiated at any time by mutual agreement of both parties.

ARTICLE VI  
CALENDAR - TEACHING HOURS

- A. The school calendar shall be determined each year by the Board. It shall be designed to meet local, state, and regional accrediting requirements as well as state legal requirements. The total workdays per year is established at 187 days to include preschool and post school activities. The teachers are to report on September 1, 1966 and the school year will conclude on June 9, 1967.
- B. Teachers are expected to be at their stations at 8:15 a.m. and at the close of the school day they shall remain until 3:50 p.m. Exceptions to this policy shall be with administration approval. On days of administratively called faculty meetings, the school day will be extended not more than 35 minutes. No more than two (2) such meetings will be called in one week unless absolutely necessary.
- C. Duty-free lunch periods of 40 minutes duration shall be provided.
- D. Secondary teachers will be provided with one conference period per day. Elementary teachers will be provided with 250 minutes of conference time per week.
- E. The teachers recognize the educational importance of P.T.A. and Parent-Teacher conferences. When such activities are held after regular school hours (as set forth in item "B" of this article) and at which attendance is required, compensatory time will be given.
- F. The staff agrees to an open house and graduation and therefore agrees to this as part of their assignment.

ARTICLE VII  
TEACHER ASSIGNMENTS

- A. Every effort shall be made to assign teachers to the area of their greatest professional competence. This is to imply that a teacher's major area of preparation shall be considered first, the minor area second. Assignment in areas of lesser preparation than a college minor shall be by mutual consent of the teacher and with special permission of accrediting associations. In all cases assignments shall be made in accordance with the State of Michigan certification policies.

- B. Teachers who will be affected by a change in grade assignment in the elementary school and in subject assignments in the secondary school shall be consulted as early as possible. Every effort shall be made to keep all teachers who are under consideration for reassignment continually informed of tentative administrative plans.

The professional opinion of the teachers relative to assignment and grade placement, either singularly or collectively, shall be openly solicited by the administration. While the final determination of subject and room assignments is vested in the Board, it shall not so assign a teacher without prior discussion with the teacher.

- C. Each teacher shall be informed in writing by the Superintendent of his teaching assignment as soon as possible and prior to the signing of a contract for the new year.
- D. Every effort shall be made to balance teaching assignment as to total number of pupils per day, teaching preparations, and other factors which affect total teaching loads. This does not include extra class assignments for which extra pay is provided.

#### ARTICLE VIII PROMOTIONS, REASSIGNMENTS AND TRANSFERS

The Board and the Association recognize that an optimum educational environment includes a teacher who is working within his area of special competence and interest. Therefore, the Board shall provide opportunities for teachers to express their desire for change of assignments as follows:

- A. Requests for grade and subject reassignment shall be made in writing to the Superintendent and shall present objective evidence, including professional qualifications to reinforce such request.
- B. Vacancies - Notices of all vacancies and newly created positions shall be posted or published in the weekly faculty bulletin. Academic and experience requirements, personal skills, and responsibilities of the position shall be indicated.
- C. In filling vacancies, the Board reserves the right to select the candidate who in its judgment has the greatest potential for success.
- D. Transfers - The Board shall base all teacher transfers on educationally sound reasoning. Whenever possible transfers shall be made with the full knowledge, consultation and consent of the teacher. Unrequested transfers shall be kept at a minimum.

## ARTICLE IX 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 the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. Recognizing that the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees to maintain class sizes at a number which shall provide for and foster effective teaching-learning situations and yet maintain maximum educational and financial efficiency.
- B. The Board recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment, audio visual equipment, and similar educational materials are the tools of the teaching profession. The Administration will confer with the teachers involved for the purpose of selecting educational tools. It is further agreed that the Board shall make every attempt to keep the schools reasonably equipped and maintained and shall expect full cooperation of each teacher and the association as a group in properly maintaining all educational tools, equipment, and facilities.
- C. The Board shall continue, as it presently does, to furnish lounge and restroom facilities for each building. Smoking shall be permitted in the faculty lounges only.

## ARTICLE X LEAVES OF ABSENCE

### A. Sick Leave

All regularly employed certified personnel shall be allowed sick leave at the rate of one day per month, 10 days per year, accumulative to 100 days with full pay. When illness occurs the Building Principal shall be notified as soon as possible to allow for the acquisition of a qualified substitute.

Any teacher whose personal illness extends beyond the number of accrued sick days shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from such leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Maternity Leave

The teacher shall notify the Superintendent in writing, including a statement from the doctor, of the estimated date of birth, six months before the estimated date of birth.

The teacher shall take a leave of absence to be effective four months before the date of birth to two months after the date of birth.

The teacher is not entitled to regular pay or sick leave pay during this period of time.

The Board of Education reserves the right to not renew the contract if the teacher does not follow the above policy as written.

C. Personal Leave

One day per year shall be provided to the regularly employed teacher as leave for personal business.

It is agreed that a personal leave day is provided for legitimate business, professional, and family obligations, which cannot be met outside the regular school day. This policy is not to be interpreted to include absence for personal pleasure, holiday travels, etc. A statement of purpose must be submitted to the Superintendent as early as possible prior to the absence. The Superintendent reserves the right to control the number of absences for personal leave that can be granted within the entire system on any given day.

D. Military Leave

Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for active military duty in any branch of the armed forces of the United States.

E. Emergency Leave

Each teacher shall be granted up to 5 days leave in the case of death in the immediate family - father, mother, spouse, child, brother or sister.

Absence to attend a funeral of any other near relative or friend, or additional time for travel or other emergency factors, may be granted with the approval of the Superintendent.

Illness in the immediate family - In the event of illness, or other emergency, in the immediate family, a reasonable amount of lost time shall be allowed without loss of pay.

#### F. Policies Governing Leave

1. After each absence it will be necessary to file a report to the office of the Superintendent before pay for leave can be made.
2. A statement of sick leave and personal leave account shall be presented to each teacher annually by the Superintendent.
3. Absence for Emergency Leave shall be deducted from accumulated sick leave.
4. The Board of Education may, for reasonable cause, require any teacher to submit to physical and/or psychological, or psychiatric examination at any time. Such examination to be paid for by the Board of Education.
5. A teacher who is on a medical leave must petition to be re-employed by June 1st, prior to the beginning of the school year in September. This petition for reinstatement shall apply for one year after confinement, thereafter the right to be reinstated is waived.

### ARTICLE XI GRIEVANCE PROCEDURES

#### A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects conditions or circumstances related to the Terms of this Agreement.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days.

#### 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.



## C. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year, or as soon thereafter as is practicable.

### 1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal; individually, together with his Association Representative or through the Association Representative.

### 2. Level Two

In the event the solution from Level One is not satisfactory within ten days, the person involved will submit the grievance in writing to the Association's Professional Rights and Responsibilities Committee. If the Committee decides that no grievance exists and so notifies the claimant (teacher), he may continue to process his claim without Association support.

If the Committee decides that there is a legitimate grievance, it shall be processed at Level Three.

### 3. Level Three

If the recommendation from Level Two warrants further action, then the Superintendent will be notified in writing of the grievance and an interview requested. This interview must be granted within ten days after the Superintendent receives the request. If no satisfactory conclusion is reached within this time limit, the teacher may request that the grievance be presented to the Board of Education as defined in Level Four.

### 4. Level Four

Whereupon the Superintendent shall place the matter on the agenda of the next regularly scheduled meeting. Upon request by the Superintendent, the president of the Board may call a special meeting to handle the issue. If no satisfactory conclusion is reached, the teacher may then file his grievance with the State Labor Mediation Board (Level Five).

#### D. General Principles

1. The Association shall appoint one Association representative and one alternate in each building and so inform the Superintendent at the end of the first week of school.
2. The grievance discussed and the decision rendered at Level One shall be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. Access of records for information necessary to the determination and processing of the grievance shall be made available to the concerned parties.
5. Statute of Limitations - Failure to institute or appeal a grievance within the time specified shall be deemed acceptance of the decision at the lower level.
6. The Grievance Procedure shall not apply in those instances where the Tenure Act prescribes the proceedings or remedy.
7. If a teacher accepts a decision at any level, or leaves the employ of the Board, it shall bar any further proceedings on that grievance.

#### ARTICLE XII MISCELLANEOUS PROVISIONS

- A. Teachers shall be informed of a telephone number they may call before 7:30 a.m. 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.
- B. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- C. Professional Ethics

Both parties to this contract recognize that ethical behavior and professional attitudes are necessary for the welfare of the on-going educational program.

The professional code of ethics as established by the Michigan Education Association and the National Education Association, 1963 Edition, shall be recognized as the standard for professional conduct. Both parties hereby agree to respect and encourage compliance with these ethical codes in all professional activity.

- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

APPENDIX I  
SALARY SCHEDULE  
1966 - 1967

YEARS	BA or BS	BA or BS + 10	BA or BS + 20	MA	Educational Specialist
0	5200	5300	5450	5600	6000
1	5400	5500	5650	5800	6200
2	5600	5700	5850	6000	6400
3	5800	5900	6050	6200	6600
4	6000	6100	6250	6400	6800
5	6200	6300	6450	6600	7000
6	6400	6500	6650	6800	7200
7	6600	6700	6850	7000	7400
8	6800	6900	7050	7200	7600
9	7000	7100	7250	7400	7800
10	7200	7300	7450	7600	8000

1. Work beyond the Masters degree must be in the subject area to which the teacher is assigned. It must be on a recognized graduate degree program at an accredited institution and subject to the approval of the Superintendent.

Graduate work beyond the masters level, and up to and including 20 semester hours, shall be paid at the rate of \$15.00 per semester hour. A transcript shall be presented as evidence of successful completion of such work to the office of the Superintendent. Salary adjustments shall be made at the beginning of each semester.

2. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit shall be given for the first five years of experience but credit may be given for a fractional part of a year. Credit may be given at discretion of the Board for additional time. Teachers shall be advanced one step on the salary schedule for between one and two years of active military service for a limit of five years.

3. Payroll deductions shall be made in 26 equal installments. Determination of payroll deductions and salary closeout shall be established during pre-school conferences by application to the office of the Superintendent.

4. Summer Work - Salary Appendix

The guidance counselor shall be paid at his regular rate for the number of days he works in addition to the school year. The librarian will be under the same condition as the guidance people.

The instrumental music instructor will be paid at the rate of \$784 for 7 weeks at 23 hours per week.

The vocational agriculture instructor will be paid at the rate of \$1344 for the 1966 summer.

Teachers of the following summer programs, including Driver Education, Typewriting and Elementary remedial programs shall be paid at the rate of \$4.00 per hour.

5. Included on the following pages is a pay scale for extra work assignments of certified personnel.
6. The Doctorate Degree shall be evaluated according to the contribution that it will have on the on-going-educational program in the specified area.