

Agreement Between

6-30-73

Clinton

CLINTON COMMUNITY SCHOOLS BOARD OF EDUCATION

And

CLINTON EDUCATION ASSOCIATION

This Agreement entered into this 23rd Day of August, 1972, by and between the School District of Clinton in the Village of Clinton, Michigan, hereinafter called the "Board", and Clinton Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board has a statutory obligation, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of 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 confirm in this Agreement,

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section XI of Act 379 of the Public Acts of 1965, for all certified personnel under contract with the Board, excluding the Superintendent and Principals.
- B. This recognition shall extend for the duration of this Agreement.

ARTICLE II

RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:
 1. Manage and control the school's business, the equipment, and the operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and

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scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

3. The right to direct the certified personnel, including the right to hire, promote, suspend and discharge employees.
 4. Adopt reasonable rules and regulations.
 5. Determine the qualification of employees.
 6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 7. Determine the placement of operations, service, maintenance or distribution of work, and the source of materials and supplies.
 8. Determine the financial policies, including all accounting procedures.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 10. Determine the policy affecting the selection or training of employees, provided that such selection shall be based upon lawful criteria.
- B. The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.
- C. 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

- A. 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.
- B. Any assault by a child upon a teacher shall be promptly reported to his immediate supervisor. In the event of such an assault, or if a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved

may request assistance from the Board in such matters, including financial aid for legal counsel. These requests shall be made to the Superintendent of Schools, whose determination of whether the conduct of the teacher involved justifies any assistance from the Board, and the extent thereof, shall be final. This provision is not to be interpreted to relieve the M.E.A. of its responsibility to the teacher.

- C. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by law.
- D. Teachers shall be required to exercise reasonable care with respect to the safety of pupils and their property.
- E. Any official complaint directed toward a teacher shall be called to the teacher's attention except in those instances where investigation time is necessary.

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 on the same basis as other community organizations or groups, as governed by Board policy.
- C. Bulletin board space in the faculty lounge of each building shall be provided to the Association for the purpose of communication.
- D. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district, and the Association shall have the opportunity in advance to consult with the Board with respect thereto prior to general publication. Upon completion of a proposed budget, the Association shall have the opportunity to discuss this budget with school officials.
- E. The Board agrees to furnish to officers of the Association two (2) copies of the agenda and one (1) copy of the Minutes to all regular and special Board meetings, with the exception of executive sessions.

ARTICLE V

TEACHING HOURS

- A. Teachers shall be at their assigned teaching stations not later than 8:15 a.m. and shall remain at their teaching stations until 3:35 p.m. unless otherwise assigned or directed.
- B. All staff meetings will be announced in the weekly staff bulletin except in emergencies.
- C. Administratively called staff meetings shall not average more than one (1) hour per week. If a staff meeting is scheduled which exceeds one (1) hour, notification must be given to the staff via the Faculty Bulletin at least one week in advance.

- D. Duty free lunch periods of thirty-five (35) minutes duration shall be provided for all staff members.
- E. All teachers in the Elementary Grades K - 6 will be provided with 250 minutes of conference time per week to be provided in not less than fifteen (15) minute blocks. A sincere attempt will be made to arrange the schedule so that conference blocks will be longer, when and if possible. Middle School teachers for Grades 7 and 8 and High School teachers shall be provided one period per day.

Teachers assigned to both Elementary and Secondary will have conference time assigned according to Elementary procedure.

- F. If a teacher shall teach more than the normal teaching load, (6 periods in a 7-period day, or the equivalent thereof), he shall receive additional compensation at the rate of one-seventh (1/7) of his basic teaching salary.
- G. The teachers recognize the educational importance of P.T.O. and Parent-Teacher Conferences. When such activities are held after school hours (as set forth in Item A of this Article) and at which attendance is required, compensatory time will be given.
- H. The staff agrees to an open house and graduation and therefore agrees to this as part of their assignment.
- I. Elementary teachers shall not be expected to do attendance books Form CA-10-Y. These will be handled in the Principal's Office. However, they shall be expected to comply with system-wide attendance procedures as directed by school administration. Lunch tickets shall be handled in the Elementary Principal's Office.

All other fees shall be collected by classroom teachers as directed by school administration with careful attention being paid to deadline dates, after which collection shall become a responsibility of the Building Principal.

ARTICLE VI

SPECIAL STUDENT PROGRAMS

- A. The parties recognize that children having special physical, mental, and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given to placing these students in the sections or classrooms with the smallest enrollment.

ARTICLE VII

TEACHER ASSIGNMENTS

- A. Every effort shall be made to assign teachers to the area of their greatest professional competence. (i.e., majors, minors in the secondary, early elementary or later elementary) This is to imply that a teacher's major area of preparation shall be considered first, the minor areas second. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study without prior consultation with the teachers involved.

- 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 tentative teaching assignment for the next year by June 25. Previous to July 25, the teacher will be notified in writing by the Superintendent of his permanent assignment for the next school year. Changes in assignment after this date may be made for valid educational and management reasons, provided the teachers concerned are informed as soon as the assignment is determined.
- D. Reasonable 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, ASSIGNMENTS 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 assignment 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 during the school year. During the summer months, notices of vacancies shall be transmitted in writing to the President of the C.E.A. and to all teachers who have indicated a desire for a change to the administration in writing, and additionally, shall be posted at the Board of Education building. Academic and experience requirements, personal skills, and responsibilities of the position shall be indicated.
- C. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the Superintendent's Office. 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.
- E. When a promotion would result in placing a teacher in a supervisory position and hence excluded from the terms of this Contract, the Board reserves the right to promote on the basis

of its own judgments of qualifications and also to hire new employees for any such opening or vacancy.

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. Committee. 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.

Realizing that there may be a variance in educational judgment regarding maximum class size between the Board and the C.E.A., it is hereby agreed that a Committee composed of:

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| 1. C.E.A. President | 4. Building Principal |
| 2. Building Representative | 5. Superintendent |
| 3. C.E.A. member at large | 6. One Board member |

be formulated to collectively study problems arising from excessive class size and/or improper placement of students. The recommendations of this Committee shall be presented through administrative channels to the Board of Education.

- 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 and in an advisory capacity in establishing the instructional budget. 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. Exception to this shall be classrooms which are housed in temporary quarters.
- D. The following class load provisions apply:
1. In Grades Kindergarten through Four, when the class load exceeds 26, a teacher aide shall be supplied.
 2. In Grades 5 and 6, when the class load exceeds 30, a teacher aide shall be supplied,

A teacher aide shall be defined as:

- a. An adult paid teacher aide.
- b. An adult volunteer teacher aide.
- c. A specially trained paid student aide.

Teacher aides in the above 1 and 2 provisions shall be supplied at the rate of seventy-five (75) minutes per pupil per week, to be scheduled by the Building Principal. If the class size exceeds thirty-four (34) pupils per section at the beginning of the school year, the Board will take steps to provide for another section. If the thirty-four (34) limitation is exceeded during the second semester, the Board will provide for another section to be established the following year. If one hundred eight (108) students is reached and held the first semester, the grade will be split into four (4) sections at the beginning of the second semester.

E. As a condition of continued employment, all teachers will be required to comply with the following conditions:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues, including local, State and National Associations;

or

2. Cause to be paid to the Association a representation fee equal to the non-member's proportionate share of the cost of negotiating and administering this Agreement within seven (7) days after the commencement of employment. The Association shall deliver to the Superintendent on or before the 15th day of September a written statement specifying the amount of the non-member's representation fee.

In the event that neither of the provisions of Paragraphs 1 or 2 are met, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with either condition, shall process said complaint in accordance with the Teacher's Tenure Act, the charging party being the Association, if said teacher is a tenure teacher; in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services shall be discontinued at the end of the then current school year unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the Teacher that the dues or non-member's representation fee have been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this Article, then and in that event, neither the Association nor the Teacher shall have a right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this Article. The refusal of a teacher to contribute his proportionate share of the cost of negotiation and administration of this and subsequent agreements is recognized by the Association and the Board of Education as just and reasonable cause for the termination of employment.

If any of the provisions of this Article are attacked or made the subject of a lawsuit or contested in an administrative agency proceeding, the following shall be done:

1. No full time teacher who has received a termination notice pursuant to this Article IX shall be terminated until there is a final adjudication of the suit or contestation.
2. The Association agrees to assess its membership to fulfill the obligations of this Agreement.

If any court of competent jurisdiction or administrative agency holds that an Agency Shop clause is invalid, illegal or unconstitutional, or that it violates any Federal or State law, or is in conflict, therewith this Article IX shall be null and void.

As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board, each individual School Board member, and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

The Board will, as a condition of employment, present the Agency Shop provision to all newly employed teachers and shall include a signed statement of receipt of the same in the teacher's Personnel file.

- F. Specific departmental budgets will be issued no later than the first week of school at the beginning of each school year.
- G. The Administration will attempt to arrange the calendar so that the end of the marking period will fall on Wednesday. Teachers will be required to complete the student grade reporting process before the start of the school day on the following Monday.
- H. On inclement weather days all teacher aides shall be subject to assignment to pupil supervision at the discretion of the Building Principal. Time absent from room during assignment will not be made up.

ARTICLE X

ACADEMIC FREEDOM

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

It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

- B. Teachers shall have such academic freedom as provided by Board of Education Policy and State Law.

- C. A committee of five (5) shall be formulated composed of two (2) members appointed by the Board, and two (2) members appointed by the Association, and one (1) member elected by these four (4) appointees, to act in an advisory capacity to study all matters of concern that may arise relative to academic freedom.

ARTICLE XI

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being, or is professionally demeaning.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. Offenders are subject to administrative disciplinary action.
- C. A teacher may at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. However, if the situation warrants immediate action, the administration is empowered to take such action as in its judgment it deems necessary.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including unfair evaluation of teacher performance and the evaluation procedure asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher, and, upon request, to the Association.

ARTICLE XII

REDUCTIONS IN PERSONNEL AND ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS

- A. To the full extent permitted by law, 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.
- B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates

having the longest service in the district. Recall from such layoff shall be by reverse seniority within teaching certificate. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XIII

NEGOTIATION PROCEDURES

- A. This Agreement shall automatically be renewed for one full year after its termination date unless either party notifies the other in writing not more than one hundred twenty (120) days nor less than sixty (60) days prior to its termination that it wishes to cancel the entire contract and enter into negotiation on a new contract.
- B. 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 district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association and by a majority of the Board of Education, 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.
- C. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. The grievant shall invoke the formal grievance procedure on the appropriate established form, signed by the grievant, which form shall be available from the Association representative in each building.

Written grievances as required herein shall contain the following:

1. They shall be signed by the grievant or grievants;
2. They shall be specific;
3. They shall contain a synopsis of the facts giving rise to the alleged violation;
4. They shall cite the section or subsections of this contract alleged to have been violated;
5. They shall contain the date of the alleged violation;
6. It shall specify the relief requested.

The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

Powers of the arbitrator are subject to the following limitations:

- a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. He shall have no power to establish salary scales or to change any salary.
- c. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
- d. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- e. He shall have no power to interpret State or Federal Law.
- f. He shall not hear any grievance previously barred from the scope of the grievance procedure.

After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

The cost of arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. The grievance may be refiled within one (1) calendar week.

A copy of the grievance form shall be filed with the building principal within one (1) calendar week from the time the alleged offense occurred. If the grievance involves more than one (1) school building, it shall be filed with the principals of all buildings involved.

- B. Within three (3) school days of receipt of the grievance, the principal shall meet with the aggrieved in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing to the aggrieved within three (3) days of such meeting, and shall furnish a copy thereof to the Association.
- C. If the aggrieved is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting or six (6) school days from the date of filing, whichever shall be later, the grievance shall be transmitted to the C.E.A. grievance committee for approval, after which the grievance may be submitted to the Superintendent within five (5) school days. Within five (5) school days the Superintendent or his designee shall meet with the aggrieved and a member or members of the grievance committee. If the C.E.A. disapproves of the grievance, the grievant may proceed on his own according to the grievance procedure.
- D. If the aggrieved is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later), the grievance may be transmitted to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than seven (7) calendar days prior to the next regularly scheduled Board meeting. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Building Principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.
- E. Individual teachers shall not have the right to process a grievance at this level. If the Association is not satisfied with the disposition of the grievance at the above level, it may, within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.

Neither party may raise a new defense or ground at this level, not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be at their assigned duty stations.

Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

- F. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- G. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XV

LEAVES OF ABSENCE

A. Sick Leave - Personal Business Leave

All regularly employed certified personnel shall be allowed sick leave at the rate of eleven (11) days per year, accumulative to one hundred (100) days with full pay. One of these eleven (11) days may be used for personal business. This personal business is not to be construed as a personal recreation day. The Administration reserves the right to control the number of absences that may be granted on any given day. The teacher requesting a personal business day leave must make application to the Administration as early as possible, but in no case less than twenty-four (24) hours prior to the date of absence.

At the beginning of each school year, the Board shall contribute for each teacher one (1) day to an illness and disability bank, which is accumulative, to be administered by the Association and the Board. Teachers who have exhausted their accumulative sick leave allowance may make reasonable withdrawals, as determined by the Association, from the bank, provided that there are sufficient days in the bank.

A teacher may be eligible to withdraw double the days banked in his name. When it becomes necessary for a teacher to utilize the illness and disability bank, he must apply in writing to the Association or its designated representative, who shall approve or disapprove the withdrawal of bank days. The Superintendent shall certify to the Association that a teacher has used up all of his accumulative sick leave before approval is granted. No teacher may bank more than one day per year. The Bank was established in the 1967-68 school year.

B. Maternity Leave

The Board shall grant to any teacher a leave of absence, not to exceed one year, for the purpose of childbirth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

In case of any dispute as to whether a teacher, under this provision, is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the teacher through her pregnancy shall make the final and binding decision.

Request for pregnancy leave shall be submitted to the Superintendent in writing and shall include beginning and ending dates.

Leave options are as follows:

1. Semester in which birth occurs plus one additional semester.
2. If birth occurs in the summer, the following two (2) semesters.
3. Maximum leave shall be two semesters; minimum leave shall be the number of days before and after birth, which the attending physician deems medically safe and advisable.
4. The above options shall be at the discretion of the teacher.
5. A teacher on maternity leave may continue membership in group health insurance programs provided she reimburses the Board for the total premium.
6. If a teacher does not return from pregnancy leave on the designated date, she shall forfeit rights as a teacher and her contract with the District shall become null and void.
7. The reinstatement shall be to the teacher's former position.

C. Emergency Leave

A teacher shall be granted up to five (5) days leave in 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 in the immediate family, a reasonable amount of lost time shall be allowed without loss of pay, but shall not exceed five (5) days per year.

D. 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. In the event that the Administration has reasonable belief that the sick leave privilege is being abused, the Superintendent will request a meeting with the C.E.A. President or his designee and the teacher concerned to discuss the problem. In cases of prolonged teacher illness (three days or more), either physical or mental, the Board may, at the discretion of the Superintendent, call in its own physicians or psychiatrist to consult with the teacher's physician to determine the teacher's fitness to return to work.
5. A teacher who is on medical leave must petition to be re-employed by June 1, prior to the beginning of the school year in September. This petition for reinstatement shall apply for one (1) year after confinement, thereafter the right to be reinstated is waived.
6. Teachers shall be informed of a local 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.
7. Sick leave pay and bank days pay will only be paid for work days missed during the actual effectiveness of the individual teacher contract.

E. Leaves of Absence

1. The Board will grant one (1) year of leave for professional improvement.
2. Professional improvement is defined as full time study (twelve semester hours or more) at an accredited college or university, or extended national or world travel.
3. A leave of absence may be requested if the teacher has been in the system at least five (5) years.
4. All salary increments and fringe benefits shall be frozen while on leave. No benefits are paid by the School while the teacher is on leave. Upon return, the teacher takes up at the increment next after the last step which he was on during his last contract. A teacher on leave of absence may continue membership in group health insurance programs, provided the reimbursement is made to the Board for the total premium.
5. The Board of Education reserves the right to approve or disapprove all leaves of absence, and in no case shall grant more than one (1) leave per administrative unit (building) per year.
6. Reinstatement shall be to the teacher's former position.

7. Seniority shall apply in the approval of leaves of absence, the only exception being the receipt of scholarships which are available only during specified periods, in which case said scholarships are to be given precedence over seniority.

ARTICLE XVI

TERM OF THE AGREEMENT

- A. This Master Contract shall be retroactive to July 1, 1972, and shall remain in effect until the termination date of June 30, 1973.
- B. In the event that a new Master Contract has not been ratified by the June 30, 1973 termination date, this Contract shall remain in effect until a new one is ratified.
- C. Individual teacher contracts hereinafter executed shall be expressly made subject to and consistent with the terms of this Agreement.

ARTICLE XVII

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix I which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

ARTICLE XVIII

- A. The School Calendar shall be accepted as proposed by the Lenawee Intermediate Office and shall be added to the Contract in Appendix II.
- B. The Calendar shall consist of 190 contract days, including the following five (5) paid holidays: Labor Day, Thanksgiving, Christmas, New Year's Day and Memorial Day.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed statement to this Agreement.
- B. This Agreement shall supersede any rules, resolutions, regulations, or practices of the Board which shall be contrary to or inconsistent with this Agreement. The provision 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 this 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. Copies of this Agreement shall be supplied at the expense of the Board and presented to all teachers under contract with Clinton Community Schools.

ARTICLE XX

TEACHER EVALUATION

- A. Recognizing that evaluation is a professional concern, a committee composed of the Superintendent, the Building Principals, and one teacher from each of the following areas, early elementary, later elementary, junior high school, and senior high school, shall be established. The faculty representative shall be elected by the Association according to the democratic process. The Association representative must have achieved tenure status in the system and have at least five (5) years teaching experience.
- B. This Committee shall study, evaluate and make recommendations concerning the evaluation process to the Superintendent for presentation to the Board of Education. This shall be done each year before the close of the school year.

APPENDIX I

Salary Schedule

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.
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. If previous experience is deemed satisfactory, then 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 the 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 (5) years.
3. Separation pay at the rate of \$10.00 per day for all unused sick leave to become effective after a teacher has been in the system five (5) years will be paid upon leaving the system. The accumulation of sick leave at this rate shall begin with the 1969-70 school year. Separation pay at the rate of \$5.00 per day for all unused sick leave, effective after a teacher has been in the system five (5) years will be paid upon leaving the system for the years 1967-68 and 1968-69.
4. Longevity at the rate of \$200.00 for every five (5) years of service to the Clinton Community Schools and those years of experience in another system which are granted increment credit shall apply toward longevity. Longevity is payable at the beginning of the 16th, 21st, 26th, 31st, 36th, and 41st years, with a maximum of \$200.00 raise in any given year.
5. Payroll deductions shall be made in twenty-six (26) equal installments. Determination of payroll deductions and salary closeout shall be established during preschool conferences by application to the Office of the Superintendent. Payroll deductions shall include: Tax-sheltered annuity; Credit Union; Association Dues; United Fund; Hospitalization; and Group Auto Insurance, when and if it becomes available.
6. Summer Work - Salary Appendix

The Guidance Counselors shall be paid at their regular rates for the number of days they work in addition to the school year. The Librarian will be under the same condition as the Guidance Counselors. Additional workdays shall be determined by the Superintendent.

Teacher for the Summer Vocational Agriculture Program shall be paid according to the following formula:

Daily rate x 45 (days worked) for 60 students or more, or the prorated amount for less than 60 students.

Teachers of the following summer programs - Driver Education, Typewriting and Elementary Remedial - shall be paid at the rate of \$5.10 per hour.

APPENDIX I - Salary Schedule (Cont.)

7. The pay scale for extra work assignments for certified personnel shall be established at the following percentages based on the BA scale in this Master Contract:

Athletic Director	12%	Band & Musicals	10%
Head Football Coach	12%	Yearbook Director	7%
Head Wrestling Coach	12%	Play Director	4%
Head Basketball Coach	12%	Cheerleader Adv. H.S.	5%
Head Baseball Coach	9%	Cheerleader Adv. Jr. H.	4%
Head Track Coach	9%	Asst. G.A.A. Coach	5%
Head Golf Coach	9%	Asst. Football Coach	8%
Head Cross C'try Coach	9%	Asst. Basketball Coach	8%
Head G.A.A. Coach	7%		

8. The Doctorate Degree shall be evaluated according to the contribution that it will have on the on-going educational program in the specified area.
9. The Board will pay up to \$35.00 per month or \$420.00 annually toward Blue Cross-Blue Shield and/or M.E.A. Health Insurance.
10. It is agreed by the Association and the Board that classroom teachers may be used as substitutes during their conference period, if so requested by the Building Principal. The decision to comply with the request to substitute rests with the teacher and remains voluntary. Compensation for such substitute work is established at \$4.50 per 50-minute period.

APPENDIX I
SALARY SCHEDULE

Years	BA	BA + 10	BA + 20	MA	MA + 10	MA + 20	Spec.
0	7925.40	8086.05	8246.70	8460.90	8621.55	8782.20	8996.40
1	8266.19	8433.75	8601.31	8824.72	8992.28	9159.83	9383.25
2	8621.64	8796.40	8971.17	9204.18	9378.95	9553.70	9786.73
3	8992.37	9174.65	9356.93	9599.96	9782.24	9964.51	10,207.56
4	9379.04	9569.16	9759.28	10,012.76	10,202.88	10,392.98	10,646.49
5	9782.34	9980.63	10,178.93	10,443.31	10,641.60	10,839.88	11,104.29
6	10,202.98	10,409.80	10,616.62	10,892.37	11,099.19	11,305.99	11,581.77
7	10,641.71	10,857.42	11,073.13	11,360.74	11,576.46	11,792.15	12,079.79
8	11,099.30	11,324.29	11,549.27	11,849.25	12,074.25	12,299.21	12,599.22
9	11,576.57	11,811.23	12,045.89	12,358.77	12,593.44	12,828.08	13,140.99
10	12,074.36	12,319.11	12,563.86	12,890.20	13,134.96	13,379.69	13,706.05