

6/30/69

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EDUCATION ASSOCIATION AGREEMENT

This agreement entered into this - 6th day of September, 1966 by and between the Board of Education of Clio Area School District 18 Frl. of Genesee and Saginaw Counties, hereinafter called the "Board", and the Clio Area Education Association, a district of the Michigan Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Clio Area is their mutual aim and that the achievement of such education depends predominantly 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 quality, and

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

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

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

ARTICLE 1

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, but excluding supervisory and executive personnel and office and clerical employees. The term "teacher" when used hereinafter in this agreement, shall refer to all professional personnel as defined above and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. Within thirty calendar days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association upon such schedule as the Association shall establish prior to October 1, of each school year. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association.

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

Clio Board of Education

ARTICLE 2

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee 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 the laws 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 Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any 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.

B. The parties involved recognize the right of each appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, and such other information which may be necessary for the Association to process any grievance or complaint.

ARTICLE 3

Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been publicized for at least fifteen calendar days.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefor shall be substantially superior to those of applicants with greater service. Qualified personnel in the system will be given consideration whenever an opportunity for promotion exists. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

ARTICLE 4

Transfers

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

B. In the event that transfers of teachers appear to be necessary, lists of available positions shall be handled in the manner provided in Section A of Vacancies.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE 5

Negotiation Procedures

A. It is contemplated that matters within the framework of Public Acts 379 and 282 of the Public Acts of 1965 shall be subject to professional negotiations from time to time during the period of this Agreement upon written request by either party to the other. The parties undertake to co-operate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty calendar days prior to the expiration of this Agreement, the Parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the Parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the Parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject to such ultimate ratification by both parties.

D. If the Parties fail to reach an agreement in any such negotiations, either Party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE 6

Grievance Negotiation Procedures

A. In the interests of prompt settlement of complaints and to the minimizing of written grievances, either party may direct complaints, which might become grievances under this article, to a department head, assistant principal, or other school employee. Participation in such informal processing shall not be deemed a supervisory or executive function. If the complaint is not settled through this procedure, the employee still has the right to file a formal grievance.

B. Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may file within thirty (30) calendar days a written grievance with the Board's designated representative. The Board hereby designates as its representative for such purpose the principal in each school building, and the Superintendent of Schools when the particular grievance arises in more than one school building.

C. Unless stated otherwise in this Article all times for processing or appealing written grievances shall be 5 working days. Steps in the process are as follows:

1. Meeting between building principal and association representative.
2. Review by assistant superintendent, if applicable.
3. Review by superintendent. If this is the first step as provided in paragraph B, he shall have 10 days to render a decision. If the grievance is denied, he shall send it to the secretary of the Board of Education immediately with a statement of why it is disapproved. The complainant may withdraw the grievance at any step without prejudice. Any meetings under the above procedures should not interfere with the participants' normal duty assignments.

D. Within 1 month from receipt of the grievance, the Board shall pass upon it. The Board may use such procedure as it deems appropriate for consideration of the grievance, provided, however, that in no event, except by written consent of the Association, shall final determination be made more than 1 month after the grievance is submitted to the Board.

E. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to the Labor Mediation Board in accordance with the statute.

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

G. In the event that binding arbitration is authorized by law the board and the association will negotiate such an article.

ARTICLE 7

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. If a written evaluation is made, a conference will follow as soon as practicable.

B. Each teacher shall have the right upon request to review the contents of his own personnel file concerning his performance in this school system. A representative of the Association may be requested by either party to accompany the teacher in such review.

C. 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 discipline or delinquency in professional performance.

D. No teacher shall be disciplined without just cause. Any such discipline shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE 8

Protection of Teachers

A. The Board and the administration recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the school system. The Board further recognizes that the teacher may not fairly be expected to assume the responsibility for emotionally disturbed students. Whenever the teacher, or teachers and the administration feel that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher in the performance of his duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. In such cases the Board shall render all reasonable assistance to the teacher in cases recommended by the Professional Problems Committee of the Association and the administration.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, possible under Michigan law.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher: provided however that this section shall not protect a teacher convicted of a criminal charge.

E. In case of any claims for loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, and not due to teacher negligence, the administration will give reasonable assistance in collection of said claims.

ARTICLE 9

Teaching Hours

A. Secondary teachers shall be on duty twenty five (25) minutes before school begins and thirty five (35) minutes after the last period of the day.

B. Elementary teachers shall be on duty thirty (30) minutes before school starts and thirty (30) minutes after school ends. Supervision may grant special release from both the above times for attending classes, professional enrichment programs, or other approved functions.

C. Hours of kindergarten teachers shall be fixed by the principals at the beginning of each semester, but shall not be longer than B above.

D. Teachers shall be entitled to a duty-free lunch period which will coincide with that of his students. Special assignments during inclement weather or emergencies shall be distributed equitably.

E. All teachers shall be expected to attend teachers meetings as necessary.

ARTICLE 10

Teaching Assignments

A. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of preparation.

B. Teachers who will be affected by a change in grade assignments or by changes in subject assignments will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible and will apply to probationary teachers as well as to tenure teachers.

C. Secondary principals who make teaching assignments should recognize that the teaching load consists of the number of classes and/or study halls, the type of class (regular or college preparatory), and the number of class preparations. Equitable assignments are to be made when possible.

ARTICLE 11

Teaching Responsibilities

A. The teachers agree their conduct and performance on the job shall reflect the letter and spirit of the M.E.A. Code of Ethics.

B. The teachers recognize their responsibility for supervision of pupils includes the classroom, halls, lavatories, other school facilities and on school premises. Teachers observing or being informed of poor pupil conduct, will promptly take effective corrective measures and inform the proper administrative personnel.

C. Administration and operation of an educational program is a joint venture that can be really effective only when the classroom teacher, administrators, and other personnel involved work together as a team.

D. The teachers recognize the purpose in being on the job prior to the beginning of school and following the final class period is for activities such as pupil control, conferences, or teacher meetings.

E. During each summer vacation each employee shall furnish to the administration a statement showing freedom from tuberculosis. Any employee may be required to take a health examination upon the recommendation of the administration. Costs of these examinations shall be paid by the Board.

ARTICLE 12

Teaching Conditions

The Parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of all. 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. It is recognized by the Board and the Association that the pupil-teacher ratio is an important aspect of an effective school program. Therefore it is agreed that every effort will be made to bring class sizes to an acceptable number as dictated by financial condition of the school district, the building facilities available, and the best interest of the children.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, and similar materials are the tools of the teaching profession. The Parties will confer from time to time for improving the selection and use of such tools, and the Board will undertake to implement all joint recommendations by its representatives and the Association's.

C. The Board shall make available in each school building a faculty lounge and restroom and lavatory facilities exclusively for teacher use.

D. The office telephone facilities shall be made available to teachers for their reasonable use.

E. Outside the classroom no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Within the limits of the M.E.A. Code of Ethics the private and personal life of any teacher is not within the concern or attention of the Board.

F. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, marital status, membership in, or association with the activities of any employee organization.

ARTICLE 13

Miscellaneous

A. Any field trips worthy of educational value may be allowed; within reasonable limits of time, distance (thirty mile (30) radius) and budget.

B. The Association shall have access to school facilities for meetings during reasonable hours. Any fund raising activities shall follow established policies.

C. As soon as practicable non teaching personnel will be employed to make possible preparation periods for the elementary teachers.

D. The school calendar will be determined with consideration given to the suggestions of the Association.

E. There shall be no evaluation of the work of the regular teachers by substitute teachers.

F. As soon as any teacher becomes aware of her pregnancy, she will apply for a maternity leave of absence. A form for this purpose is available in the Superintendent's office. The permissive leave of absence is 18 months. Except as hereinafter provided, maternity leave must begin at least three months prior to the expected birth of the child and may not terminate in less than three months after the child's birth. When this is not feasible, maternity leave may be lengthened by whatever amount of time is necessary for the teacher to return at the beginning of the following school year. By joint resolution of the Parties the beginning or termination of maternity leave may be adjusted in the best interest of the school.

It will be the duty of an employee promptly to advise the Superintendent of any interrupted pregnancy or still birth suffered by her or the death of any child for whose maternity a current leave of absence has been granted.

A maternity leave may, at the discretion of the parties, be curtailed or terminated prior to the expiration of the full term, in the following, circumstances and on such terms and conditions as they may prescribe:

In cases of interrupted pregnancy, the maternity leave of absence may be terminated by the parties after a lapse of six weeks from such occurrence.

G. No teacher will receive less than his present contracted salary.

H. This agreement supersedes any existing policy with which it conflicts.

ARTICLE 14

This agreement shall be effective as of September 6, 1966 and shall continue in effect until June 30, 1969.

ARTICLE 15

Clio Area Schools
 \$5,525 B.A. with 6% horizontal and $4\frac{1}{2}\%$ increments

Ex.	B.A.	B.A.	M.A.
Beg.	5,193.50	5,525.00	5,856.50
1	5,427.21	5,773.63	6,120.04
2	5,660.92	6,022.25	6,383.59
3	5,894.62	6,270.88	6,647.13
4	6,128.33	6,519.50	6,910.67
5	6,362.04	6,768.13	7,174.21
6		7,016.75	7,437.76
7		7,265.38	7,701.30
8		7,514.00	7,964.84
9		7,762.63	8,228.38
10		8,011.25	8,491.93
11		8,259.88	8,755.47
12		8,508.50	9,019.01

Pre-service Credit:

Pre-service seniority credit up to 5 years for experience in another school system.
 Military service seniority credit up to three years.
 The total of all prior experience credit shall not exceed 5 years.

Sick Leave:

10 days/yr. cumulative indefinitely, for illness, serious illness in family or funerals. Not more than two days in any one year may be used for necessary business, if approved by the Superintendent. Provided no teacher shall be re-imbursed for a larger number of sick days than the number of days said teacher has taught in the Clio Area Schools. No reimbursement may exceed the number of accumulated sick days.

Sick leave days accumulated in previous years may be used if necessary at the beginning of school in September. Proof of illness may be required on written request by the school administration. This may be furnished by a statement from the teacher's doctor, or by request of the teacher a doctor will be appointed by the school to make an examination.

Hospitalization:

The Board assumes up to 50% of the cost of a basic family plan of hospitalization insurance of either Blue Cross or M.E.A., but not to exceed the rate of \$130.00 per year.

Re-imbusement For Courses:

The Board will re-imburse teachers for course fees for workshops held in Clio Area Schools to a maximum of \$2,000.00. These courses will be selected jointly by the administration and the association.

Substitute Teachers:

The pay rate for a substitute teacher shall be .004 times their base salary for each full day of teaching. This rate will be determined by qualifications but not seniority. When a substitute teaches more than twenty consecutive days in the same position she will then be paid according to salary schedule.

Professional Leave of Absence:

A teacher who has taught in the Clio Area Schools for seven years, shall on request be granted a leave of absence without pay to attend school or travel approved by the Superintendent for a maximum of one school year. On returning to teaching in the Clio Area Schools the year shall be counted as a year of seniority.

Special Steps For Extra Duties:

Each step shall be equal to 1% of the schedule for a teacher having a bachelor degree, according to the number of years of seniority in the special position limited to 3 years. The number of steps for an extra duty assignment shall be decided by the Superintendent after consultation with the Salary Committee of the Association, the departments concerned, the administrative staff, and the individuals concerned. This agreement supersedes any existing policy with which it conflicts.

1. Dept. Head - Eng.	4 steps	33. Basketball Asst. (Fr.)	3 steps
2. Dept. Head - Math. & Sci.	4 steps	34. Wrestling	5 steps
3. Dept. Head - Soc. Sc.	4 steps	35. Boys' Intra. Basketball	3 steps
4. Dept. Head - Music	4 steps	36. Boys' Intra. Basketball	1 step
5. Dept. Head - Business	4 steps	37. Girls' Intra. Basketball	3 steps
*6. Athletic Director	10 steps	***38. Track	5 steps
7. 9th Advisor	1 step	39. Track Asst.	3 steps
8. 10th Advisor	1 step	***40. Track - Cross Country	5 steps
9. 11th Advisor	2 steps	**41. Baseball Coach	5 steps
10. 12th Advisor	3 steps	42. Baseball Asst.	3 steps
11. Jr. Play	2 steps	43. Elem. Libraries 1-2-2-2 &	2 steps
12. Sr. Play	2 steps	44. 7th & 8th Band	2 steps
13. Glee Club	2 steps	45. 6th, 7th & 8th Vocal Music	1 step
14. Sr. Band	3 steps	46. 7th Football	2 steps
15. Homemaking (Smith Hughes)	2 steps	47. 8th Football	2 steps
16. Future Homemakers Assoc.	1 step	48. 7th Basketball	3 steps
17. Shop (Smith Hughes)	3 steps	49. 8th Basketball	3 steps
18. Annual	3 steps	50. 6th Grade Boys Phy. Educ.	2 steps
19. Clionian	2 steps	51. 7th Grade Track & Field	2 steps
20. Y-Teens	2 steps	52. 8th Grade Track & Field	2 steps
21. Cheerleading	2 steps	53. 7th Grade Play	1 step
22. Hi-Y	1 step	54. 8th Grade Play	1 step
23. Art Club	1 step	55. Club Sponsors(3 clubs @1 step 3 steps Each)	
24. Jet Club	1 step		
25. Jr. High Library Club	2 steps	56. Cheerleading	2 steps
**26. Football Coach	10 steps	57. Junior High Annual	2 steps
27. Football Asst. (V)	5 steps	58. Curriculum Coordinators	1 step
28. Football Asst. (2nd V.)	5 steps	English	1 step
29. Football Asst. (J.V.)	5 steps	Science	1 step
30. Football Asst. (Fr.)	5 steps	Math.	1 step
**31. Basketball Coach	10 steps	History	1 step
32. Basketball Asst.	5 steps		

*May not be a head coach.

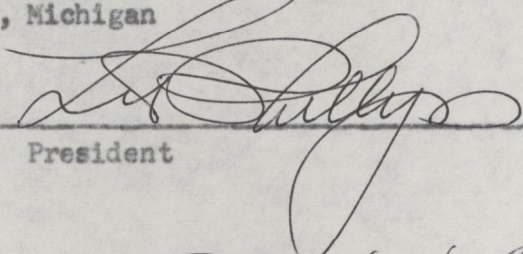
**May be head coach in one sport only.

***May be head coach for each but not for any other sport.

IN WITNESS WHEREOF, the parties have executed this Agreement by their only authorized representatives the day and year first above written.

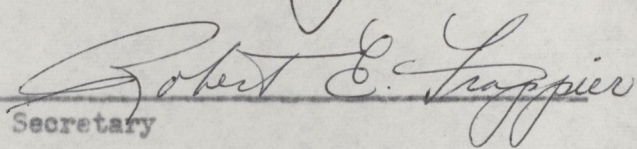
Board of Education
The Clio Area School System
Clio, Michigan

By:



President

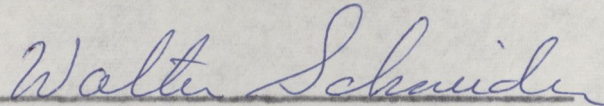
By:



Secretary

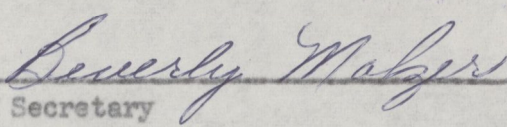
Clio Area School Education Association

By:



President

By:



Secretary