

Aug. 15, 1971 Clio

AGREEMENT

This Agreement entered into this 3rd day of November 1969, by and between the Clio Education Association, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA" and the Board of Education of Clio Area School District 18 Fractional of Genesee and Saginaw Counties, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

WITNESSETH:

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

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

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

Clio Education Association

## ARTICLE I

## RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated or professional personnel whether under contract, on leave, or on a per diem hourly or class rate basis, employed or to be employed by the Board. Such representation shall exclude Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Manager, Supervisory, Executive, Custodial, Food Service, Transportation, Office and Clerical Employees. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.)

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

## ARTICLE II

## CONTINUITY OF OPERATIONS

The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Board agrees that it will not initiate a lockout during the term of this Agreement. The Association therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption

of activities in the school system during the term of this Agreement. (Failure or refusal on the part of any teacher to comply with the provisions of this Article shall be cause for whatever reasonable disciplinary action is deemed necessary by the Board. )

### ARTICLE III DUES DEDUCTIONS

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

- B. All probationary teachers as a condition of continued employment shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year, or
  2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations) upon commencement of employment.

In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall terminate the services of said teacher at the end of that semester.

C. Effective September 1970, the provisions contained in Section B above shall be applicable to all teachers employed by the Board.

D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association that portion allocated to the Association and to remit the balance for both the NEA and the MEA, to the Michigan Education Association, 1216 Kendale Boulevard, Box 673, East Lansing, Michigan 48823, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

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

F. This Article shall be subject to the provisions of the Tenure Act. In the event that this Article should be challenged through the Tenure Commission, the Michigan

Employment Relations Commission, or the Courts, the Association will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Board. If this Article shall be found to violate law, the Association shall be responsible for any loss or damage, including back pay, awarded by the Courts.

ARTICLE IV  
ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, 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 color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the 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. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school

buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may collect the established charge therefor. No charge shall be made for use of school rooms before the commencement of the school day nor until 6 p. m. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incidental to such use.

E. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers.

F. 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 including agenda and minutes of all Board meetings, which may be necessary for the Association to develop intelligent, accurate, informed and constructive programs and to process any grievance.

G. The Board shall consider any recommendations submitted to it by the Association concerning new construction programs or major revisions of educational policy, prior

to their adoption or general publication.

H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, marital status.

I. The Board shall place on the agenda of each regular Board meeting for consideration under "New Business" any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office five (5) calendar days prior to said regular meeting.

J. 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.

#### ARTICLE V BOARD RIGHTS

Subject to the provisions of this Agreement, the Board, on its own behalf and on the behalf of the electors of the district, reserves unto itself full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise and manage the Clio Area Schools and its professional staff under the laws and the Constitutions of the State of Michigan and the United States.

## ARTICLE VI

## 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 VII

## TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association 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 toward insuring that the energy of the teacher is primarily utilized to this end.



B. 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.

C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

D. The Board agrees to make available in each school adequate typing, duplicating, stencil and/or mimeograph facilities, and clerical personnel to aid teachers in the preparation of instructional material with the understanding that the use of such equipment and material and the scheduling of such work shall be subject to the approval of the Board's designated representative.

E. The Board shall make available in each school lunchroom, lounge, restroom and lavatory facilities primarily for teacher use with the understanding that such facilities shall not be used by students or other persons except in unusual circumstances and then only with the approval of the Board's designated representative and/or the Association's designated representative.

F. Telephone facilities shall be made available to teachers for their reasonable use.

G. Off street improved parking facilities shall be provided and properly maintained and identified for teacher use.

#### ARTICLE VIII

#### PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. Prior to August 1, of any year no new teacher who does not have a Bachelor's degree from an accredited college or university, and a provisional or permanent certificate shall be employed by the Board for a regular teaching assignment.

B. The employment of teachers without a provisional or permanent certificate whose certification is based on the Michigan Department of Education Certification Code is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person.

C. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be so notified in each instance, along with a written statement of reasons for such mis-assignment.

D. All returning teachers shall be given written notice of their schedule changes for the forthcoming year no later than the last day of the school year. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teacher's schedules be made later than the 15th day of August preceding the commencement of the school year, unless an

emergency situation requires same, and the Association shall be so notified in each instance.

E. Extra duty assignments as provided for in this Agreement shall be filled whenever possible on a voluntary basis. In the event volunteers are not available, the Association will be given an opportunity to fill such positions, however, the Board retains the right to make such assignments when necessary. Preference in making such assignments shall be given to, but not limited to, tenure teachers regularly employed by the district providing they possess the necessary qualifications.

#### ARTICLE IX

#### VACANCIES, PROMOTIONS, AND TRANSFERS

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 ten (10) 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 therefore 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.

C. Since the transfers of teachers from one position 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. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the Personnel Director and one copy shall be filed with the Association. The application shall set forth the school, grade or position sought, and the applicant's academic qualifications. Such request, shall be renewed by the end of the first semester of each year to assure active consideration by the Board.

D. 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. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Personnel Director shall notify, in writing, the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the Professional Grievance Procedure.

E. 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 X  
LEAVE OF ABSENCE

- A. At the beginning of each school year each teacher under contract with the district shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher, serious illness in the family or funerals. The unused portion of such ten (10) days allowance shall accumulate from year to year without limitation.
- B. The Board shall furnish a written statement at the beginning of each school year setting forth the total sick leave accumulation. Sick leave days accumulated in previous years may be used by a teacher, under contract with the district, at the beginning of the school year in September.
- C. Proof of illness or disability may be required of the teacher upon written request by the Administration. This may be furnished by a statement from the teacher's doctor, or upon request by a doctor appointed by the Administration.
- D. No teacher shall be reimbursed for a larger number of sick leave days than the number of days said teacher has taught for the district and no reimbursement may exceed the number of actual sick leave days accumulated.
- E. A tenure teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year. For probationary teachers such leave shall be granted for the balance of the school year.
- F. Absence due to injury or illness incurred in the course of the teacher's employment for which benefits are received under the Michigan Workmen's Compensation Act shall not be charged against the teacher's sick leave days.

## ARTICLE XI

## PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. Ten days of released time are to be made available to the Association to be used at the discretion of the Association Board of Directors. The Board will be reimbursed by the Association for these days at the rate paid the substitute. Three days of advance notice should be given to the immediate supervisor to allow time for employing a substitute teacher for the absence.
- B. Two days of the annual ten (10) day sick leave allowance as provided for in Article X, Section A may be used for personal business. Prior approval for personal business leave shall be obtained in advance from the Administration except for emergencies.

## ARTICLE XII

## PROFESSIONAL LEAVE OF ABSENCE

- A. A teacher who has been employed for seven (7) consecutive years by the Clio Area Schools shall be granted a leave of absence without pay for one year to attend school or to travel providing that said teacher files a written request for such leave of absence at least sixty (60) calendar days prior to the end of the school year.
- B. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

## ARTICLE XIII

## UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to one (1) year shall be granted to any teacher upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. Upon return from such leave,

a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

B. A military leave of absence shall be granted to any teacher, for the original period of induction or enlistment, for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

C. A leave of absence up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff.

D. 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 eighteen (18) months. Except as hereinafter provided, maternity leave must begin at least three (3) months prior to the expected birth of the child and may not terminate in less than three (3) 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

1. Seniority benefits will accrue through the end of the semester in which the leave begins. Such Benefits for the following semester will not accrue unless the teacher returns to work three (3) months before the end of that semester.

2. 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.

3. 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:

4. 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.

#### ARTICLE XIV

#### TEACHER EVALUATION AND PROGRESS

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end the following procedure has been agreed to in an effort to accomplish the goals.

A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least two (2) times during the school year; within three (3) months after the teacher's commencement of service, and at least ninety (90) days prior to the end of the probationary school year. Tenure teachers may be evaluated once every year. Teachers whose services are being considered for termination under provisions of the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent and be advised of their rights under the Tenure Act for a hearing and appeal. The Association may receive a copy of such notification. Teachers who are so notified may be suspended with pay pending a final determination by the Board after completing a hearing as provided in the Tenure Act.

B. Evaluations shall be conducted only by a qualified building principal or assistant principal or other authorized personnel. Each observation shall be made in person for a reasonable length of time.



C. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten (10) days thereafter; one to be signed and returned to the Administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file. All evaluations shall be based upon the criteria for evaluating professional growth as jointly determined by the Board and the Association.

D. No later than March 15th of each probationary year the final written evaluation report shall be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing and provide for a hearing where requested.

E. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

#### ARTICLE XV 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.

- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- 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 rules or delinquency in professional performance.
- 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 adverse evaluation of teacher performance 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, in writing, to the teacher and the Association.
- E. The teachers recognize their responsibility for supervision of pupils includes the classroom, halls, lavatories, other school facilities and on the school premises. Teachers observing or being informed of poor pupil conduct, will promptly take effective corrective measures and inform the proper administrative personnel.
- F. 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.

#### ARTICLE XVI

#### REDUCTIONS IN PERSONNEL AND REORGANIZATION OF THE DISTRICT

- A. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined until a new Agreement is reached but not beyond the end of the fiscal year in

which such change occurs.

B. The Board will give the Association an opportunity to present its recommendations prior to any necessary reductions in personnel as a result of a substantial decrease in students or revenue of the school district.

#### ARTICLE XVII SCHOOL CALENDAR

A. The school calendar for the 1969-70 school year shall be as set forth in Appendix A. If an additional day is needed to comply with State Aid Requirements Friday May 29, 1970 shall be a regular student instruction day.

B. The school calendar for the 1970-71 school year shall contain at least 180 student instruction days. Additional days not to exceed ten days may be scheduled as teacher work days.

C. The Association agrees that teachers will provide the necessary services for the District to receive full State Aid.

#### ARTICLE XVIII PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods.

B. Pre-service seniority credit retroactive up to six (6) years for experience in other school systems.

Military service seniority credit up to three (3) years.

The total of all prior experience credit shall not exceed six (6) years.

C. A teacher's hourly rate is to be determined by dividing his annual regular salary by the number of hours he teaches per day times the number of days for which he is contracted.

D. Teachers involved in voluntary extra duty assignments as set forth in Appendix B-1 which is attached to an incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation.

E. Type A and speech correction teachers shall receive six (6) percent across the board over the regular classroom teachers salary schedule.

#### ARTICLE XIX INSURANCE PROTECTION

A. The Board assumes up to 100% of the cost of a basic family plan of hospitalization insurance of either Blue Cross or M. E. A. If M. E. A. is selected it will include A, B, and C of existing contracts or it may include super med. If Blue Cross is selected it will include maxi med. Either plan would be subject to a limitation of \$260.00 a year.

B. Effective September 1970 the limitation will be increased to a maximum of \$340.00 a year.

C. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the semester.

#### ARTICLE XX SPECIAL AND STUDENT TEACHING ASSIGNMENTS

A. Assignments for adult education, driver education and summer school programs will be made by the Board in accordance with Article VIII, Section E. Teachers shall be compensated at .00075 of the Bachelors Base Salary Schedule per hour. Driver Education and summer school programs shall be based on the Bachelors Base Salary of the previous school year.

B. The Board agrees to maintain, at all times, a list of substitute teachers. Teachers shall be informed of a telephone number they may call an hour before opening of their unit, 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. Substitutes shall be paid for a regular teaching day at the rate of .004 times their base salary per day.

A substitute who works less than a full day shall receive a prorated salary for the time worked.

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

D. The Board agrees to provide intern teachers with a copy of the most recent texts, guides, policies and a copy of this Agreement to assist them during this period.

#### ARTICLE XXI

##### STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears 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. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.

"Section 340.756 School Code of 1955

Any teacher or Superintendent may use such physical force as is necessary on the person of any pupil for the purpose of maintaining proper discipline over the pupils in attendance at any school. "

C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Principal, full particulars of the incident in writing. This report must be presented the same day the incident occurs. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted.

D. Any case of assault upon a teacher 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 promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

E. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

F. 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.

G. 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.

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

#### ARTICLE XXII

#### INSTRUCTIONAL POLICIES COUNCIL

There is hereby established a committee consisting of six (6) administrators and six (6) teachers which shall meet at least once a month during the regular school year and advise the Board and the Association on such matters as courses of study, teaching techniques, philosophy and educational goals of the District In-service Training, and related matters which are not covered by this Agreement.

#### ARTICLE XXIII

#### GRIEVANCE PROCEDURE

A. Definitions:

1. A Claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
3. Faculty personnel may present any grievance with the full assurance that such presentation will in no way prejudice their standing or status with the school system.

4. The term "days" when used in this Article shall mean duty days except where otherwise indicated.
  5. The Board or the Association may designate a representative, other than those specified to handle grievances at any step in this procedure.
  6. The following matters shall not be the basis of any grievance filed under the procedure outline in this Article:
    - (a) The termination of services or failure to re-employ any probationary employee.
    - (b) The placing of a non-tenure teacher on a third year of probation.
    - (c) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Edition, of 1937 of Michigan, as amended.)
  7. 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 15th 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.
  8. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- B. Procedure:
1. A teacher who feels he has a grievance must take the matter up verbally with his principal or request that the Association discuss the grievance with the teachers principal, within ten (10) working days following the act or condition which is the basis of his grievance, who will attempt to resolve it with him.



2. If this fails to resolve the grievance, the teacher and/or the Association shall reduce the grievance to writing and present it to his principal within ten (10) working days following the conference as provided in B. 1.
3. Within ten (10) working days of receipt of the written grievance the Principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. Such conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the teacher. If the teacher or the Association does not appear at such conference said grievance shall be considered settled. If the Principal or his representative does not appear at this conference the grievance shall be sent to the Superintendent.
4. Within five (5) working days after such conference the Principal shall answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the Principal's decision will be final.
5. If the teacher does not accept the Principal's written answer, the grievance may be appealed to the Superintendent by sending such notice in writing to him within five (5) working days from the date of the Principal's written decision.
6. Within ten (10) working days of receipt of the written appeal, the Superintendent, will arrange for a conference with the view of satisfactorily resolving the grievance. Such conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the teacher. If the teacher or the Association does not appear at such conference said grievance shall be considered settled. If the Superintendent or his representative does not appear at this conference the grievance shall be sent to the Board.

7. Within five (5) working days after such conference the Superintendent shall answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) working days from receipt of such answer, the Superintendent decision will be final.
8. If a teacher is not satisfied with the disposition of the grievance by the Superintendent the grievance shall be transmitted to the Board of Education by filing a written copy thereof with the Secretary or other designee of the Board within five (5) days of the Superintendent's answer. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be most convenient to the Board, may hold a hearing on the grievance, review such grievance in executive session, or give such consideration as it shall deem appropriate. A copy of the Board's disposition shall be furnished to the teacher and the Association, within ten (10) days following such decision.
9. Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of the decision.
10. If the grievance is not settled at the preceding step it may be submitted to arbitration at the election of either party. The matters to be arbitration at the election of either party. The matters to be arbitrated shall be submitted to a board of three (3) arbitrators as follows:
  - a. Within the ten days referred to above (step 9) the party choosing to arbitrate must give written notice to other party, setting forth specifically the nature of grievance to be arbitrated, and designating one (1) arbitrator selected by it.

b. Within five (5) working days from the receipt of such notice, the other party shall notify the first party of the arbitrator selected by it and may also serve on the first party its statement of matters to be arbitrated.

c. Within ten (10) days after the selection of the second arbitrator, the two (2) arbitrators shall select a third. If they are unable to agree on a third arbitrator within five (5) days the American Arbitration Association will be asked to immediately submit a panel of five (5) arbitrators. Upon receipt of the list the Association will first strike two names, then the Board of Education will strike two names. The remaining person shall be the third arbitrator provided, within thirty (30) days of notice of his appointment the arbitrator accepts and schedules a date for a hearing in the matter which he is to decide. If the arbitrator does not accept and schedule a hearing as above provided, the American Arbitration Association will again be requested to immediately submit a list of five (5) names and the above procedure for selecting an arbitrator from the panel will be followed.

11. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Board shall therefore not have authority, nor shall it consider its function to include, the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules

of contract construction. The Board shall not give any decision which in practice or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or deletion) of written terms of this Agreement. The Board of Arbitration has no obligation or function to render decision or not to render a decision merely because in its opinion such decision is fair or equitable or because in its opinion it is unfair or inequitable.

12. If either party shall claim before the arbitrators that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article, (Professional Grievance Procedure) the arbitrators shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrators shall have the authority to determine whether they will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrators determine that such grievance fails to meet said test of arbitrability, they shall refer the case back to the parties without a recommendation on the merits.
13. Unless expressly agreed to by the parties in writing, the Board of Arbitrators are limited to hearing one grievance including its arbitrability at any one hearing, upon its merits. Separate Boards of Arbitration shall be constituted for each issue appealed to advisory arbitration.

14. All cases shall be presented to the Arbitrators in the form of a written brief prepared by each party setting forth the facts and its position and the arguments in support thereof. The Arbitrators may make such investigation as they deem proper and may at their option hold a public hearing and examine all such witnesses and to make a record of all such proceedings.

Within thirty (30) days after the close of the hearing, or the date established for filing Post Hearing Briefs, if so desired by either party, the Board of Arbitration shall issue their decision which shall be final and binding.

15. The fees and expenses of the third impartial arbitrator, cost of transcript (if one is requested by the Board of Arbitration), hearing room, shall be shared equally by the parties.

#### ARTICLE XXIV

#### NEGOTIATION PROCEDURES

A. Representatives of the Board and the Association's bargaining committee will meet each month for the purpose of reviewing the Administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, two (2) days prior to the meeting, an agenda covering what they wish to discuss.

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned responsibilities unless otherwise mutually agreed. Should such meeting result in a mutually acceptable amendment of the Agreement then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee

shall be empowered to effect temporary accommodations to resolve special problems.

B. The Association shall designate a teacher in each school building as an Association Representative (A. R. ). The Principal and the Association Representative may meet as necessary for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.

C. At least ninety (90) days prior to the expiration of the Agreement the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forth-coming year.

D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. There shall be three (3) signed copies of the final Agreement for the purposes of record. One retained by the Board, one by the Association, and one by the Superintendent.

## ARTICLE XXV

### 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 written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

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

E. Copies of this Agreement shall be printed at the expense of the Board within 30 days after the Agreement is signed and presented to all teachers now or hereafter employed. Further the Board shall furnish 10 copies of the Master Agreement to the Association for its use.

F. 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.

G. Teachers employed on a regular but less than a full time basis shall be entitled to fringe benefits on a pro-rata basis.

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

I. Substitute teachers shall receive the following salary for time worked:

Less than one-half (1/2) day - one third (1/3) daily rate

One-half (1/2) day - one half (1/2) daily rate

More than one-half and full day - Full daily rate.

J. Teachers who are called for short term military duty such as riots or major disasters shall receive the difference between their regular salary and their military pay.



## ARTICLE XXVI

## DURATION OF AGREEMENT

This Agreement shall be effective as of November 3, 1969, and shall continue in effect until the 15th day of August, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By Maryou L. Kalle  
Its President

By Lucille Geister  
Its Secretary

BOARD OF EDUCATION

By Russell R. Smith  
Its President

By Peggy J. Sartorice  
Its Secretary

Dated this 3rd day of November, 1969.

## APPENDIX A

## 1969-70 SCHOOL CALENDAR

September 1	Labor Day
September 2	Teacher Orientation
September 3	First day for students
November 27 & 28	Thanksgiving recess
December 19	School closes for the Christmas Holidays at the end of the school day.
January 5, 1970	School resumes after the Christmas Holidays.
January 23	No school. End of the first semester. This day to be used as a regular work day for all teachers.
January 26	Second semester starts
March 4	In-service day
March 27	Good Friday. All Clio Schools are closed on this day. The schools will remain closed through Friday April 3.
April 6	School resumes after the Easter recess.
May 29	No school. Pre-Memorial Day recess
June 1	School resumes
June 11	Last day for students
June 12	Teachers check out after 1:30 P. M.

## APPENDIX B-1

## 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 three (3) years.

1. Department Head - Language Arts	4 steps
2. Department Head - Math	4 steps
3. Department Head - Science	4 steps
4. Department Head - Social Science	4 steps
5. Department Head - Music	4 steps
6. Department Head - Business	4 steps
6a. Chairman of Guidance Services	4 steps
7. Athletic Director	10 steps *
8. 9th Advisor	1 step
9. 10th Advisor	1 step
10. 11th Advisor	2 steps
11. 12th Advisor	3 steps
12. Junior Play	2 steps
13. Senior Play	2 steps
14. Glee Club	2 steps
15. Senior Band	3 steps
16. Homemaking (Smith Hughes)	2 steps
17. Future Homemakers Association	1 step
18. Annual	3 steps
19. Clionian	3 steps

20.	Cheerleading	3 steps
21.	Junior Classical League	2 steps
22.	Drama Club	1 step
23.	Art Club	2 step
24.	Jets Club	1 step
25.	Junior High Library Club	2 steps
26.	Football Coach	10 steps **
27.	Football Assistant (V)	5 steps
28.	Football Assistant (2nd V.)	5 steps
29.	Football Assistant (J. V.)	5 steps
30.	Football Assistant (J. V.)	5 steps
31.	Football Assistant (Fr.)	5 steps
32.	Football Assistant (Fr.)	5 steps
33.	Basketball Coach	10 steps **
34.	Basketball Assistant	5 steps
35.	Basketball Assistant (Fr.)	3 steps
36.	Wrestling	5 steps
37.	Wrestling Assistant	3 steps
38.	Boys' Intr. Basketball	3 steps
39.	Boys' Intra. Basketball	1 step
40.	Girls' Intra. Basketball	3 steps
41.	Track	5 steps ***
42.	Track Assistant	3 steps
43.	Track - Cross Country	5 steps ***
44.	Baseball Coach	5 steps

45.	Baseball Assistant	3 steps
46.	High School Debate	2 steps
47.	High School Forensics	1 step
48.	Golf Coach	3 steps
49.	7th & 8th Band	2 steps
50.	6th, 7th, & 8th Vocal Music	1 step
51.	7th Football	2 steps
52.	8th Football	2 steps
53.	7th Basketball	3 steps
54.	8th Basketball	3 steps
55.	5th Grade Boys Physical Education	2 steps
56.	6th Grade Boys Physical Education	2 steps
57.	7th Grade Track & Field	2 steps
58.	8th Grade Track & Field	2 steps
59.	7th Grade Play	1 step
60.	8th Grade Play	1 step
61.	Club Sponsors (2 clubs @ 1 step each)	2 steps
62.	Curriculum Coordinators	3 steps
	English	3 steps
	Science	3 steps
	Math	3 steps
	History	3 steps
63.	Cheerleading Assistant	2 steps
64.	Student Council	2 steps
65.	Safety Patrol	2 steps
66.	Health Club	2 steps
67.	Future Teachers	2 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

## SALARY SCHEDULE 1969-70

	I	II	III	IV	V	VI
	-12%	-6%	-3%	0	+3%	+6%
0	\$6,643	\$6,862	\$7,081	\$7,300	\$7,519	\$7,738
1	6,975	7,205	7,435	7,665	7,895	8,125
2	7,307	7,548	7,789	8,030	8,271	8,512
3		7,891	8,143	8,395	8,647	8,899
4			8,497	8,760	9,023	9,286
5				9,125	9,399	9,673
6				9,490	9,775	10,059
7				9,855	10,151	10,446
8				10,220	10,527	10,833
9				10,585	10,903	11,220
10				10,950	11,279	11,607
11				11,315	11,654	11,994

## 5% Increments

- I. 60 day permit
- II. 90 day permit
- III. 120 semester hours, 15 semester hours of education, +6 semester hours annually.  
BA/BS without provisional certificate
- IV. BA/BS with provisional certificate
- V. BA/BS with provisional certificate +20 semester hours:  
MA/MS without provisional certificate
- VI. MA/MS with provisional certificate

NOTE: Teachers with MA/MS without provisional certificate may advance only 4 steps above their starting point.

## SALARY SCHEDULE 1970-71

	I	II	III	IV	V
	-6%	-3%	0	+3%	+6%
0	\$7426	\$7663	\$7900	\$8137	\$8374
1	7797	8046	8295	8544	8793
2	8169	8429	8690	8951	9211
3	8540	8812	9085	9358	9630
4		9196	9480	9764	10049
5			9875	10171	10468
6			10270	10578	10886
7			10665	10985	11305
8			11060	11392	11724
9			11455	11799	12142
10			11850	12206	12561
11			12245	12612	12980

## 5% Increments

- I. 90 day permit
- II. 120 semester hours, 15 semester hours of education, +6 semester hours annually.  
BA/BS without provisional certificate
- III. BA /BS with provisional certificate
- IV. BA/BS with provisional certificate +20 semester hours:  
MA/MS without provisional certificate
- V. MA/MS with provisional certificate

NOTE: Teachers with MA/MS without provisional certificate may advance only 4 steps above their starting point.