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*Eau Claire*  
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# Eau Claire Public Schools

OFFICE OF PROFESSIONAL NEGOTIATIONS  
Michigan Education Association

## MASTER AGREEMENT

between

**The Board of Education**

and the

**Faculty Association**

*Eau Claire Board of Education*

RECEIVED

JAN 30 1968

OFFICE OF  
PROFESSIONAL NEGOTIATIONS

**Eau Claire, Michigan**

SEPTEMBER 1, 1967 — AUGUST 31, 1969

- 1. No
- 3. Aug. 31, 1969
- 4. No
- 5. Yes

*MEA*  
1216 Kendall  
E. Lansing, MI  
48823

# EDUCATION ASSOCIATION AGREEMENT

1967 — 1968

This Agreement entered into this 1st day of September, 1967, by and between the School District of Eau Claire, Michigan, hereinafter called the "Board," and the Eau Claire 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 Eau Claire is their mutual aim and that the character 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 standards, and

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

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

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

## ARTICLE I

### Recognition

A. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement.

B. The Board hereby recognized the Association as the exclusive bargaining representative, as defined in Section Eleven of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure and probation, classroom teachers employed or to be employed by the Board, but excluding supervisory and executive personnel, special education teachers and office and clerical, custodial, transportation and cafeteria personnel. The term "teacher," when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement. The individual teacher may request the presence of the Association.

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

## ARTICLE II

### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by 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 cover 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 Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to 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 Association shall have the right to use school buildings and facilities at all reasonable hours for meetings, conferences, and other functions connected with the activities of the Association upon approval of the building principal or superintendent in absence of principal.

C. The Board agrees to furnish to the Association in response to requests from time to time all available information concerning the financial resources of the district, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers and such other information as is generally available to the public and will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students. Information in personnel files excluded.

D. The Board may, as a professional courtesy, consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

## ARTICLE III

### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedules A and B which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement, however, if it so happens additional State Aid monies are allocated to the school during the school year the Board of Education will review the teacher salary schedule.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, beginning the first day of orientation and concluding the last day of school. For extra work the teacher shall be compensated according to extra-duty schedules (attached Schedule C, or in the absence of same, according to individual additional work agreements).

C. Year for year credit will be given for teaching experience outside the system for the first five years. Half-year credit will be given for fulltime teaching of 90 days or more.

D. A teacher shall receive not more than five years outside credit.

E. Teachers will be given full credit for time spent in the armed services teaching regular academic subjects in the capacity of counsellor or instructor or teacher in an armed services school or academy. Credit will not be allowed for time spent instructing in the arts and crafts of military combat or other non-academic subjects or endeavors.

F. A teacher who earns advanced credits which qualifies him for placement on a different salary schedule shall be placed on the new schedule at the begin-

ning of the school year if the advanced credit was earned before September 1, or in the middle of the school year if the credit was earned before February 1.

G. Contracted salary amounts will be divided into twenty or twenty-six equal installments. The first installment will be paid on the first day on which the entire staff is required to report, August 31, 1967, and thereafter on alternate Fridays beginning with Friday, September 15, 1967. Anyone who wishes, who is on the 26 pay plan, may collect the last six payments on the completion of the school year provided the money is available.

H. If a teacher once employed in the Eau Claire Public School system is re-employed he will be placed on the salary schedule at the next step above the one he was on at the termination of his last contract. If, however, he had not had five years of experience when he resigned and then taught elsewhere, these years of experience would be counted (to a total of five years) and he would be placed accordingly on the salary schedule.

I. Payroll deductions shall be available for the following:

1. Professional Dues (3 payments).
2. Health and Medical Insurance (monthly).
3. Credit Union (bi-weekly).
4. Tax Favored Annuities (bi-weekly or monthly).

## ARTICLE IV

### School Calendar

A. For the term of this Agreement the School calendar shall be kept as near as possible as set forth in Schedule D.

B. The first pupil attendance day shall be the Tuesday after Labor Day. Membership days as allowed by State Department of Education will be honored. At least two half days shall be provided at the end of each semester for the completion of teacher records when pupils shall be excused from attendance.

## ARTICLE V

### 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 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 as insuring that the energy of the teacher is primarily utilized to this end.

A. Since pupils are entitled to be taught by a teacher who is working within his area of competence all possible efforts will be made to assign each teacher within the scope of his teaching certificate or his major or minor fields of study.

B. Teachers shall be required to report for duty at least fifteen (15) minutes before the opening of the pupil's regular school day in the morning. The pupils' regular school day begins when children enter school building. Teachers shall be permitted to leave 15 minutes after close of the pupils' regular school day. Teachers are required to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including faculty meetings, consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day.

C. The normal weekly teaching load in the junior and senior high school will be 25 teaching periods and five unassigned preparation periods or not to exceed exceed 25 hours of pupil contact per week. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load in the elementary schools will be 30 teaching periods. Teachers of music, art and the laboratory sciences and counsellors shall be provided with relief and preparation time to the same extent as other teachers in the district.

D. Teachers who may be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principal as soon as practicable. Every effort will be made not to change any assignment after June 1. In the event a change is necessary during the summer months, the teacher or teachers involved shall be consulted immediately. Such changes will be voluntary to the extent possible. Every effort will be made to avoid changing the assignment of a probationary teacher, unless the teacher requests such change. In the event vacancies are to be filled in the Elementary School, grade level preference shall be given to the presently employed teachers.

E. Because the pupil teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be determined by facilities, subject content, nature of course, grade level and the capabilities of students. Every effort will be made on part of Administration to keep class load as low as possible.

F. The Board agrees at all times to keep the schools properly equipped and maintained.

G. Teachers shall be allowed to requisition such materials and equipment as necessary to fulfill their teaching responsibilities. In the event that any item of requisition be refused, that teacher shall be consulted prior to its deletion. It should be possible to order such additional materials as necessary during the school year.

H. To relieve teachers of non-professional responsibilities the Board agrees to engage part-time aides in junior and senior high schools and part-time aides in the elementary schools. The aides will handle noon hour duties such as lunch room, playground and hall supervision and will be responsible to administration. The K-Center will not be included as K teachers have a duty free lunch hour.

I. All teachers shall receive a duty-free, uninterrupted lunch period when possible. In each separate building teacher lunch periods shall be of equal length for teachers in that building. Any change in this policy should be with the consent of teachers involved.

J. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation in the Eau Claire District, including mediation, shall be released from regular duties without loss of salary.

K. The Board shall make available in the elementary and high school, where feasible, restroom and lavatory facilities exclusively for teacher use and at least one room in which smoking shall be permitted.

L. Telephone facilities shall be made available to teachers for their reasonable use at all times. Each building, elementary and high school should have one line for exclusive teacher use.

M. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship. Religious or political activities of any teacher outside the classroom (or lack thereof) shall not be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The Board shall defend the right of any teacher to enjoy the same degree of privacy in his personal life as is enjoyed by other citizens of the community.

N. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age or sex.

## ARTICLE VI

### Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur during the school year, the Board will immediately make such vacancy known to all qualified staff members in person or through the superintendent's bulletin. During the summer, all qualified staff members will be notified in person or by mail. In either case they shall be given at least one week from date of mailing or bulletin to apply for vacant positions before such positions are filled.

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. The Board shall continue the policy of considering promotions from within its own teaching staff, including promotions to supervisory and executive levels.

## ARTICLE VII

### Transfers

A. In the event that the Board, through administration, deems it necessary to transfer teachers from one building to another, for reasons other than at the teachers' request, said teacher shall be personally consulted prior to such transfer and transfer shall be implemented only by mutual agreement if possible.

B. Any teacher who shall be transferred to a supervisory or executive position within the district 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. Those years spent in a supervisory or executive status shall be considered as teaching years for computation of salary and sick leave.

## ARTICLE VIII

### Sick Leave

A. Sick leave shall consist of a total of ten school days per school year and the full allowance for the year shall be credited at the beginning of each year when the teacher reports for duty. Annual sick leave shall be cumulative to and including thirty (30) school days. It is understood that this time may be used for personal illness, or absence due to serious illness of a member in the immediate family or death of such member. This maximum may be used periodically or consecutively as circumstances may demand. No individual shall be permitted to borrow from future sick leave should the accumulated leave expire. Each teacher will be given written notification at the beginning of the school year of the number of days which he has accumulated. This agreement shall not be construed to rescind any sick leave already accumulated.

B. After an absence due to illness the teacher may be required to have a clearance certificate signed by a physician stating the teacher is able to return to work.

C. A teacher who has used his maximum accumulated sick leave shall receive the difference of his contracted salary and the amount paid his substitute for a period of twenty-five (25) days.

D. Sick leave provisions shall apply to full-time personnel. Teachers employed on less than a full-time basis shall receive such benefits on a pro-rated basis according to the ratio of their assignments to those of full-time persons in comparable assignments.

E. **Physical Examination:** Each person employed may be requested to submit to a complete physical examination by a physician. The Board of Education shall pay the cost of this examination, if the employee desires to go to a physician designated by the Board. If the employee desires his own personal physician, the employee shall pay the cost. In either case the Board will provide the medical form and this form shall be used. The contract shall be withheld until the examining physician has filed with the Superintendent of Schools proof of this examination along with a simple statement indicating that the employee is physically fit to carry on his duties without endangering the health of the pupils, fellow workers, or his own health.

**Chronic Illness:** In case the employee's record shows recurring illness which appears to be the result of chronic illness, the Board of Education may request the employee to visit his doctor at stated intervals.

**Other examinations:** The Board of Education may, at its discretion, require any school employee to submit to physical and/or psychiatric examination by a physician designated and paid for by the Board of Education. If the employee de-

sires his own physician, he shall pay the costs. A statement by the physician will be considered by the Board of Education as evidence of the employee's fitness to continue his employment.

## ARTICLE IX

### Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article VIII shall be placed on leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position when available, or a substantially equivalent position when available.

B. **Personal Business Day:** One day, in addition to the present ten (10) days sick leave shall be allowed for Personal Business per year, after the first six (6) months of employment. Satisfactory arrangements are to be made at least two (2) days in advance with the principal and shall not be granted immediately before or after holidays or vacations, except under emergency conditions. Personal Business Days are non-cumulative.

C. A maximum of one (1) school day per school year with pay in addition to ten (10) days annual sick leave shall be allowed for inter-school or intra-school visiting. This one (1) day allowance shall not be cumulative in any way. Request must be submitted one week in advance and approved by the superintendent.

D. Leave of absence, with pay, not chargeable against the teacher's allowance may be granted for professional meetings and conventions, according to the individual's need or affiliation.

E. It shall be understood that any member of the faculty officially designated by the school administration to attend a meeting or convention sponsored by any educational or professional organization shall be allowed all reasonable expense. The time thus used shall not be considered part of any leave, allowance, and no deduction from salary shall be made for such absence.

F. Any half-day absence due to legitimate causes shall be considered a portion of the appropriate allowance.

#### G. Maternity leave:

1. As soon as pregnancy is determined the teacher shall immediately arrange for a withdrawal from service by informing the Superintendent of Schools in writing.
2. The privileges under this policy will be forfeited in the event an employee shall fail to provide the information promptly.
3. A non-tenure teacher in the system becoming pregnant, automatically terminates her employment with the Board, effective at the end of the 6th month preceding the anticipated date of birth of the child; subject to reasonable adjustment to coincide with a natural break in the school year (vacation period, semester break).
4. A tenure teacher in this system becoming pregnant shall request and receive a leave of absence effective at the end of the 6th month preceding the anticipated date of birth, subject to reasonable adjustment to coincide with a natural break in the school year (vacation period, semester break) and shall continue at least six weeks after the birth of the child but not exceeding one year.
5. It shall be the teacher's responsibility annually to indicate to the Superintendent her intent to return. The absence of this request implies an automatic resignation. This statement of intent should also indicate the type of position desired and acceptable to the teacher. Reinstatement will be made to a position as closely similar as possible to that occupied before leave providing such position is available. The teacher shall present a certificate of good health signed by a physician.
6. If the pregnancy is interrupted or the child dies, the leave of absence can be terminated upon negotiation with the Superintendent and with supporting evidence of good health by a recognized physician provided a vacancy exists for which the person is qualified.
7. Maternity leave will be granted without pay and without experience

credit, with the understanding that salary increment and other benefits accumulated before the leave will be retained upon reinstatement.

H. Teachers who are officers of the Michigan Education Association or who are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the above Association.

I. Leaves of absence without pay may be granted at the discretion of the Administration.

J. A teacher, upon return from a leave of absence, shall be restored to his former position when available, or to a position of like nature, seniority and status. Any period spent on a leave of absence with the exception of maternity leave may be treated as teaching service for the purpose of determining salary.

K. The Board shall grant a leave of absence without pay to any teacher to campaign for a public office.

## ARTICLE X

### Teacher Evaluation

A. Each teacher is entitled to know his immediate supervisor's opinion of his teaching effectiveness. Therefore, it shall be required that at least one written and one general evaluation summary be prepared annually for each teacher.

B. Teachers new to the Eau Claire system shall receive one such summary during each of the first four six-week periods of their employment.

C. Evaluation summaries shall be of two types: Specific and General.

1. Specific summaries may be used by the supervisor following observation of the teacher in any school situation. The specific summary will include the supervisor's or principal's professional assessment of the activity observed.

2. General summaries will contain the supervisor's opinion concerning the overall effectiveness of the teacher. Such evaluations will be based on the sum-total of the supervisor's or principal's observations and will include areas of strength and weakness and suggestions for improvement.

a. A recommendation concerning the continued employment of the teacher shall be included in each general summary. If the recommendation involves dismissal, transfer or extended probation, the summary shall be given to the teacher at least seventy-five (75) days before the end of the school year.

b. A place for the teacher's comments and signature will be provided on each general summary. A copy of each general summary will be given to the teacher, one copy kept by the evaluating supervisor and one copy given to the superintendent of schools.

D. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

E. A teacher shall at all times be entitled to have present a member of the Association when he is being formally reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until the member of the Association is present. This section shall not be interpreted to interfere with the responsibility of supervisors to provide constructive criticism for improvement of instruction.

F. 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 any agent or representative thereof shall be subject to the professional grievance negotiations procedures hereinafter set forth.

## ARTICLE XI

### Dismissal Procedure

A. Should the performance of any teacher be evaluated to be below the level acceptable for continued employment, the teacher will immediately be notified in writing. Such notice will include specific mention of shortcomings together with concrete suggestions for improvement.



B. A second written notification will be given no less than three weeks or no more than six weeks following the first. The second notice will state whether or not improvement has been made.

C. The third and last notice given no less than three weeks after second notification and no later than seventy-five (75) days before the end of the school year should state that either success has been achieved or that because of a lack of improvement the teacher is not being recommended for a contract for the following year. The third notice may be part of or in addition to the general evaluation as outlined in Article X Section C.

D. In every case a conference period shall be arranged between the supervisor and teacher, at which time opportunity is to be given for a full and frank discussion of all points in question.

## ARTICLE XII

### Protection of Teachers

A. The Board recognizes its responsibilities to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. 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, as promptly as his teaching obligations will allow, full particulars of the incident. Readmission of student to class will be by mutual consent of teacher, principal and/or superintendent.

B. Suspension of students from school may be imposed only by the Superintendent or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.

C. Any case of assault upon a teacher or damage to teacher's property while he is on duty in the school, on school premises or while coming or going on a school assignment or otherwise engaged in school connected activity, 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 or damages and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

D. If any teacher is complained against or sued in connection with his professional employment the Board will provide legal counsel and render assistance to the teacher in his defense. This section shall be interpreted in terms of legal backing and will not be interpreted to interfere with the right of the Board to exercise rights of control including dismissal for just and reasonable cause.

E. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, providing of course the teacher is not at fault.

F. Any complaints directed toward a teacher shall be put in writing and promptly called to the teacher's attention. This requirement shall not prevent the supervisor from screening out petty gripes.

G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

## ARTICLE XIII

### Negotiating Procedure

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing nec-

essary information and otherwise constructively considering and resolving any such matters.

B. By January 10th 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 given 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. Such representatives shall be empowered to agree to negotiation schedules and procedures.

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.

E. A teacher engaged during the school day in negotiating in behalf of the Association with any representatives of the Board or participating in any professional grievance negotiation including arbitration, shall be released from regular duties without loss of salary. Such release from regular duties shall apply to negotiations scheduled or requested by the Board during the school day.

## ARTICLE XIV

### Grievance Procedure

A. A claim by any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance or request for clarification with the Board or its designated representative, the principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one building.

B. Within five days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved. Any appeal from the Superintendent's ruling shall be considered by the School Board at its next regular meeting.

C. At the next regularly scheduled meeting, or at its discretion at a special meeting, the Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to mediation before the State Mediation Service.

E. If any teacher for whom a grievance is sustained shall be found by the school board or a court of competent jurisdiction to have been unjustly discharged, he shall be reinstated with full reimbursement of amount of earnings actually lost from date grievance was filed, with deduction of all sums earned. The school board shall compensate the teacher for added expenses incurred by said teacher in other employment during interim period.

F. The costs of any mediation under this Article shall be paid by the Board if the grievance is upheld or by the Association if the grievance is denied.

## ARTICLE XV

### Miscellaneous Provisions

A. Where possible and prior to its adoption of any resolution setting an election for operational millage or bonding purposes, the Board shall present the proposal or proposals under consideration to the Association in writing. The Association shall then present its analysis of said proposal(s) to the Board within one week after receiving them. The analysis will be in writing and will include a statement by the Association indicating whether or not the Association would support the proposal(s) as being educationally sound and financially realistic.

B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and The Board recognized that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behaviour.

C. Each teacher will be entitled to two complimentary general admission season tickets for all school events. It is understood that these tickets are for the sole use of the faculty member and his guest.

D. No teacher's contract shall be offered to any person whose sixty-sixth birthday anniversary shall fall on or before December 31 of such school year, as would be covered by the contract. It is understood that individual cases will be reviewed at the discretion of the Superintendent of Schools.

E. No teacher with less than two years of teaching experience with at least one in the local system shall be used as a supervising teacher.

a. Qualified (as defined above) teachers shall be encouraged to participate in the student teaching program.

b. All teachers participating in the program shall be encouraged to take the course **Supervision of Student Teaching** as offered by Michigan State University.

c. A supervising teacher may have only one student teacher per year. Any deviation from this policy will be with mutual consent of the Board and the supervising teacher.

d. No student teacher will be assigned to a supervising teacher without the supervising teacher's prior consent and the consent of the building principal.

e. No student teacher shall be used as a substitute for any teacher except in extreme emergency.

F. The Association shall have membership on the school calendar committee and school handbook committee.

## ARTICLE XVI

### 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. 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 XVII

### Continuity of Operations

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

C. In the event of school closing nothing shall require teachers to report for work.

## ARTICLE XVIII

### Duration of Agreement

This Agreement shall be effective as of September 1, 1967, and shall continue in effect until the 31st day of August, 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above with the following conditions and exceptions:

1. The Board agrees that as soon as legally possible it will cause to be put on the ballot before the qualified electorate of the Eau Claire, Michigan School District a proposal for an increase operational millage that will provide funds in a sufficient amount to cover the increase in salary schedule for teachers during the second year of this Contract attached hereto. In the event said proposal fails to be adopted by the electorate, the Board hereby agrees that at least once more during the first year of this Contract it shall cause said proposal or a similar proposal designed to provide the aforementioned additional operational funds to be presented to the qualified electorate of the Eau Claire, Michigan School District for adoption. In the event the aforementioned proposed millage increase is not adopted by the voters during the first year of this Contract, the Contract will terminate one year from its effective date.

2. The School Board further agrees that for a period of two years from the effective date of this Contract it shall not put on the ballot a proposed millage increase for building purposes to the electorate of Eau Claire, Michigan School District unless the proposed operational millage set forth in paragraph 1 above has been adopted by the electorate.

3. This agreement shall be in full force and effect from September 1, 1967, to and including August 31, 1969, unless otherwise terminated by the provisions of 1 and 2 above.

4. It is further agreed that upon petition of 80 percent of the teachers or five-seventh of the school board that any provision specifically covered by the masters contract agreement, excluding the salary schedule, extra duty pay, and fringe benefits, may be reopened for further discussion and negotiations after completion of the 1967-68 school year.

## ARTICLE XIX

### Fringe Benefits

The Board agrees to furnish to all teachers the following insurance protection:

A. The Board shall provide without cost to the teacher group life insurance protection which shall pay to the teacher's designated beneficiary the sum of \$5,000 upon death with provision for double indemnity in the event of accidental death.

B. The Board shall pay 1/2 of the cost of the basic and major medical hospitalization and surgical program as provided by the Michigan Education Association. This coverage covers the teacher and his family.

C. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve month period commencing September 1st and ending August 31st.

**EDUCATION ASSOCIATION**

- By HELEN KAISER  
Its President
- By JEAN SCHAUB  
Its Secretary
- By JAMES A. SHAFER  
Chm. Negotiating Committee
- By GEORGE GAUNDER  
Negotiating Committeeman
- By MARION STILES  
Negotiating Committeeman

**BOARD OF EDUCATION**

- By ROBERT KOENIG  
Its President
- By ROBERT PALACH  
Its Secretary
- By DONALD SCHLIPP  
Member
- By JOHN KENDALL  
Member
- By FRANK PAULIN  
Member
- By ARDEN LAYMAN  
Member
- By MILTON TAYLOR  
Member

Dated this 5th day of September, 1967.

**EAU CLAIRE PUBLIC SCHOOLS  
SALARY SCHEDULE A  
1967-1968**

<b>YRS. EXP.</b>	<b>LEVEL</b>	<b>B. S. DEGREE</b>	<b>M. A. DEGREE</b>
0	1	\$5650	\$5850
1	2	5800	6000
2	3	5950	6150
3	4	6150	6350
4	5	6350	6550
5	6	6550	6750
	7	6750	6950
	8	6950	7150
	9	7250	7450
	10	7550	7750
	11	7850	8050
	12	8150	8350

Previous experience may be allowed for five (5) years.

**EAU CLAIRE PUBLIC SCHOOLS**  
**SALARY SCHEDULE B**  
**1968-1969**

YRS. EXP.	LEVEL	B. S. DEGREE	M. A. DEGREE
0	1	\$6000	\$6500
1	2	6300	6825
2	3	6600	7150
3	4	6900	7475
4	5	7200	7800
5	6	7500	8125
	7	7900	8550
	8	8200	8875
	9	8500	9200
	10	8800	9525
	11	9100	9850

Previous experience may be allowed for five (5) years.

**SCHEDULE C**

Position	Salary	Position	Salary
Varsity Football Head Coach .....	\$600.00	Varsity Track Head Coach .....	300.00
Varsity Football Assistant Coach .....	350.00	Varsity Baseball Head Coach .....	300.00
Athletic Director .....	350.00	Junior High Football .....	200.00
Saturday Recreation .....	150.00	Varsity Basketball Head Coach .....	600.00
Scorekeeper .....	100.00	Junior Varsity Basketball Head Coach .....	350.00
Annual Sponsor .....	225.00	Freshman Basketball Head Coach .....	300.00
School Newspaper .....	150.00	7th and 8th Basketball Head Coach .....	350.00
Drama .....	200.00		
Cheerleading .....	200.00		
Band .....	700.00		
Driver Education ..... per hour	4.00		

**SCHEDULE D**

**EAU CLAIRE PUBLIC SCHOOLS**  
**CALENDAR**  
**1967-1968**

Our 1967-1968 and 1968-1969 school calendars will be revised according to a standardized procedure set up by the Berrien-Cass County Superintendent's Association and approved by the Eau Claire Board of Education.

**AUGUST**

**17-30** Advance Enrollment, grades 7-12

**SEPTEMBER**

**7** School begins (8:35-11:45 A.M.)

**8** One-half day school (8:35-11:45 A.M.)

**11** School full day — hot lunch program begins

## OCTOBER

- 10 In-Service Program; No School in afternoon
- 12-13 M.E.A. regional meetings — no school
- 20 End of first marking period

## NOVEMBER

- 14 In-Service Program; no school in P.M.
- 22 Thanksgiving recess begins, 11:43 A.M.
- 27 School resumes, 8:35 A.M.

## DECEMBER

- 1 End of second marking period
- 12 In-Service Program; no school in P.M.
- 21 Christmas Vacation begins, 11:43 A.M.

## JANUARY

- 2 School resumes, 8:35 A.M.
- 9 In-Service Program; no school in P.M.
- 17, 18, 19 Semester Finals; no school in afternoon
- 19 End of first semester

## FEBRUARY

- 5 In-Service Program; no school in P.M.

## MARCH

- 1 End of fourth marking period
- 11 In-Service Program; no school in P.M.

## APRIL

- 5 Easter recess begins; 3:30 P.M.
- 15 School resumes, 8:35 A.M.
- 19 End of fifth marking period

## MAY

- 14 In-Service Program; no school in P.M.
- 27, 28 Senior Exams
- 30 Memorial Day — no school

## JUNE

- 2 Graduation Exercises, 3:00 P.M.
- 4, 5, 6 Semester Finals; no school in afternoon
- 7 Last Day of School