

8/25/98

MASTER AGREEMENT

BETWEEN

CLARKSTON COMMUNITY SCHOOLS

AND

CLARKSTON EDUCATION ASSOCIATION

Clarkston Community Schools

August 25, 1995 - August 25, 1998

AGREEMENT

BETWEEN

THE CLARKSTON COMMUNITY SCHOOLS BOARD OF EDUCATION

AND

CLARKSTON EDUCATION ASSOCIATION

This Agreement entered into this _____ by and between the Board of Education of the Clarkston Community Schools, Oakland County, Michigan, hereinafter called the "Board" and the Clarkston Education Association, hereinafter called the "Association."

WITNESSETH

Whereas, the Board has a statutory obligation, pursuant to Act 379, of the Michigan Public Acts of 1965, to bargain with the duly elected representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the members of the teaching profession are qualified as a group to assist in formulating programs designed to improve educational standards and to make recommendations in the formulation of policies, and

Whereas the Board and the Association recognize and declare that providing a quality education for the children of the Clarkston Community Schools 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 Board and the Association have reached certain understandings which they desire to set forth in writing,

Therefore, in consideration of the following mutual covenant, it is hereby agreed as follows:

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representatives for the duration of this Agreement for the following employed certified teachers: (See Appendix D), but excluding: **guest teachers, per diem guest teachers**, all supervisory and executive personnel, office, secretarial, clerical, cafeteria, maintenance, operational and bus drivers, as well as any other non-teaching personnel employed by the Board.
- B. The term "teacher" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above, and reference to male teachers shall include female teachers. The term "Board" when used herein shall refer to the Board of Education, Superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel within the meaning of Act 379.

The wages, hours and working conditions of the Oakland Technical Center - Northwest Campus teaching staff will not be modified except in the event that the conditions as set forth in the Vocational Education contract between the Intermediate Board of Education and the Clarkston Board of Education shall supersede the Clarkston Schools Master Agreement with the Clarkston Education Association.

In the event that such supersedence occurs, the Board and the Association shall meet to discuss the impact, scope, and effects of such changes on the Oakland Technical Center - Northwest Campus teaching staff prior to any change being implemented.

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to organize and the right to join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governing power under law of the State of Michigan, the Board undertakes and agrees that it will not discourage, 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.
- B. The Association shall have the right to use school equipment and facilities within the following limitations:
1. Equipment usable includes: equipment necessary to conduct Association business.
 2. Facilities usable include: room or rooms necessary to conduct Association business.
 3. All work to be done and equipment and facilities used in the best interest of the Clarkston Community Schools.
 4. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that it does not interfere with or interrupt or affect normal school operations or assigned duties. Any duly authorized representative not housed in that building must report to the building principal before consulting with any teacher. It is understood that no Association views on matters relating to Administrative-Teacher or Board-Association relationships will be discussed in the presence of students.
 5. Use of school equipment and facilities is not to interfere with the instructional program or administrative needs, and at all times with the approval of the building principal.
 6. Materials and any other expenses shall be defrayed by the Association.
 7. The Association shall assume the responsibility for replacement or repairs of equipment or facilities lost and/or damaged through the Association's neglect or abuse.
- C. Faculty room bulletin boards and other established media of communication shall be made available to the Association and its members. All Association notices and materials posted or distributed shall bear the initials of an Association officer.

ARTICLE II
TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES (Cont'd)

- D. The local Association, recognizing its professional responsibilities, agrees to use its influence to encourage employees who are members of the local Association to perform loyal and efficient work and service, to improve their efficiency, to utilize their time and all equipment furnished by the District to the best advantage, to protect the District's property and interest, and to cooperate with the Administration in promoting the welfare of the District and improving its service.
- E. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency to plan adequately and make conscientious efforts to meet, as required, with children, parents and/or consultants.
- F. Teachers shall be expected to remain on duty as long as needed in the event of emergency situations. Such situations should be similar, but not limited, to severe weather warnings, civil or student disturbances or situations which may threaten health or safety of students.
- G. All teachers agree to notify the Board as soon as possible of any intent to terminate employment and/or apply for a leave of absence with the District. (Note: Michigan Tenure Act, Article V, Number 38.11, Section 1, Number 38.112, Section 2).
- H. No teacher shall be prevented from wearing reasonable insignia, pins, or other identification of membership in the Association either on or off school premises.
- I. If a teacher believes his/her contract is not in accord with the Master Contract, he/she shall have the right to review the contract in question. The Association shall, if requested by the individual, be present at such review.
- J. A teacher may leave the building during duty hours (including lunch and/or planning time) with permission from administrative staff or designated representative.
- K. Telephone facilities shall be made available and accessible to teachers for their use in conducting school business. Toll calls must be reported to the principal's office.
- L. The teacher must assume the responsibility for filing a valid Michigan teaching certificate or its equivalent and an official transcript of credits with the Superintendent of Schools within fifteen (15) days after the first day of school. Failure to file these documents may result in withholding pay until such filing has been completed.
- M. If required by state or federal law, each teacher will be required to file a T.B. report with the district superintendent. If required, this service will be provided by the board at a minimal cost to the teacher.

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES (Cont'd)

- N. Teachers are required to attend all staff meetings called by the building principal. Attendance at parent related activities is considered by the Board and Association to be a professional responsibility; however, attendance shall be left to the professional judgment of the teacher unless otherwise specified in this contract (calendar). The teacher will notify the building principal of their anticipated absence. (See Article XXII, Section F.)

- O. Reprimanding, warning or disciplining of a teacher by a principal or other administrator will be done in private. If a written record of the incident involving the teacher is to be made and inserted into the teacher's personnel file, the teacher shall receive a dated copy within five (5) school days of the private meeting. As proof of receipt of the written record, the signature of the teacher shall be required. The teacher shall have the right to insert a rebuttal to any item.

ARTICLE III

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on behalf of the people of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the laws and the Constitution of the United States, including but without limiting the generality of the foregoing, subject to the provisions of law and the specific and express terms of this Agreement, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the conduct of school business.
 2. To hire all employees, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.
 3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the extent such specific and express terms hereof are in conformance with the laws and Constitution of the State of Michigan and the laws and Constitution of the United States.
- C. The Board recognizes the importance of a teacher reference library. They shall continue to improve and up-grade the present one located in the senior high. They will welcome recommendations from the Association or appropriate committee as established in Article XVIII.
- D. The Board agrees to make available in each school, facilities for typing and duplicating in the preparation of instructional materials.
- E. The Board will welcome and consider recommendations from an appropriate committee as established in Article XVIII in the selection of new materials.

**ARTICLE III
BOARD RIGHTS AND RESPONSIBILITIES (Cont'd)**

- F. The Board will continue with past practices of providing facilities, equipment and instructional materials, as deemed necessary to support the programs as prescribed by the building principal. Requests for additional equipment and supplies must be approved by the building principal.
- G. The Board agrees that it shall not discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status, political activities not considered subversive, or membership or participation in the activities of the Association of any other employee organization. The private and personal life of any teacher is not within the concern of the Board unless it interferes with the professional responsibilities or with his/her teaching performance.
- H. The Board agrees to make available to the Association, who shall reimburse the Board for any actual expenses of the preparation thereof:
 - 1. Names and addresses of all teachers and other information not of a confidential nature, together with information which may be necessary to process a grievance or complaint.
 - 2. Upon request of the Association, all public information concerning the financial resources of the Clarkston Community District, including, but not limited to:
 - (a) Annual financial reports and audits
 - (b) Official minutes of all Board meetings
 - (c) Treasurer's reports, census and membership data
 - (d) Tentative budgetary requirements and allocations, including county allocations and Board budgets
- I. Teachers shall be informed of a telephone number they must call to report unavailability for work. All teachers shall attempt to call before **6:00 a.m.** Failure to do so may result in loss of pay.

ARTICLE IV

TEACHING HOURS

- A. The Board agrees to maintain normal work days throughout the system consistent with its duty as a public service.
- B. Elementary Hours:
1. The school duty day for elementary teachers shall be seven hours and fifty minutes per day.
 2. Throughout a school duty week up to 225 minutes may be assigned by the principal to "universal time". Universal time is that portion of the school duty day devoted to school-wide or district-wide activities such as school improvement, curriculum and staff development, accreditation, team planning, staff meetings, etc. Normally, universal time will not be used for personal record keeping, lesson planning, classroom set up, etc.
 3. Normal planning time shall be a total of 60 minutes per day. Exceptions to this are:
 - a. Teachers shall assume responsibility on a scheduled basis, as prepared by the building principal and building representative, when aides are unavailable due to an emergency.
 - b. Certified part-time professional recess supervisors shall be hired for elementary recesses. If no certified supervisors are available teachers within a building shall be asked to voluntarily supervise elementary recesses. If voluntary teachers are not available, the building principal shall schedule teachers for recess duty coverage on a rotation basis. Teachers will be paid according to Schedule A-3, Elementary Recess Supervision.
 - c. Elementary recess supervisors shall assume their responsibilities during clement and inclement weather as directed by the building principal.
 - d. It is agreed that elementary teachers may utilize the period of time their students are instructed in physical education as planning time.
 4. Normal lunch time for teachers will be thirty (30) minutes of duty free released time with coverage of emergency situations to be developed by the building principal and staff.
 - a. A teacher covering on a paid basis.
 - b. Two or three staff members covering on a paid basis.
 - c. If failure to obtain a teacher/teachers on a paid basis, an aide will be hired to cover this duty.
 - d. Teachers will be paid according to Schedule A-3, non-credit.

ARTICLE IV
TEACHING HOURS (Cont'd)

5. Teachers of music, art, the laboratory sciences, librarians, speech therapists, reading consultants, school social workers, counselors, elementary physical education teachers and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the District.
6. Teachers are to remain for a sufficient period after the close of the pupil's day (but not less than **twenty (20)** minutes after the regular student's dismissal time) to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher. Exception to this is: Teachers shall assume the responsibility on a scheduled basis as prepared by the building principal and the building representative in situations where students must be in the building after the normal school day. If no agreement has been reached by the end of the first week of school on the schedule, the building principal's decision shall be final.

C. Secondary Hours and Vocational Education Hours:

1. The school duty day for secondary teachers shall be **seven hours and fifty minutes** per day. The closing and starting time in each building will be adjusted to comply to the **seven hour, fifty minute** duty day.
2. Throughout a school duty week up to **225 minutes** may be assigned by the principal to "universal time". Universal time is that portion of the school duty day devoted to school-wide activities such as school improvement, accreditation, team planning, staff meetings, etc. Normally, universal time will not be used for personal record keeping, lesson planning, classroom setup, etc.)
3. One (1) conference period per day or the equivalent of one class period shall be scheduled for each teacher.
4. The lunch period for secondary teachers shall be a minimum of **twenty-five (25)** minutes, excluding passing time (not to exceed **six (6)** minutes).
5. Additional Teaching Assignments:
 - a. If a teacher is requested by another teacher, with the approval of the principal, to assume more than the normal teaching load as set forth in this Article, he/she shall not receive additional compensation. This shall not be considered as assigned duty as defined in C. 4. c., below.
 - b. Assignments of additional classes over and above the teacher's regular assignment shall be made only by mutual agreement between the teacher or teachers involved and the Superintendent's office. For such an assignment, additional compensation shall be received at the rate of the teacher's per diem hourly pay.

**ARTICLE IV
TEACHING HOURS (Cont'd)**

- c. If a problem arises, teachers may be required by the principal to fill a class during their conference hour. A teacher will be required to cover no more than once per week. The teacher shall be compensated as per **teacher workshop rate A-3**. Coverage will be obtained using the following priorities:
 - (1) Volunteer within needed subject area.
 - (2) Assigned within needed subject area.
 - (3) Volunteer from any subject area.
 - (4) Assigned from any subject area.
6. Clarkston High School teachers shall be required to teach a maximum of five (5) classes per day.
7. Every attempt will be made to limit the number of classroom preparations to three (3), except:
 - a. Sixth grade teachers
 - b. Special education, elective, and exploratory teachers, i.e., music, physical education, applied technology areas, world language, fine arts, etc.
 - c. Teachers in a. and b. shall be assigned no more than four (4) preparations.
 - d. Middle school block classes in which teachers teach two (2) separate subjects shall be counted as two (2) preparations. Any preparations to be assigned in excess of the established limits will be discussed between the teacher and the building administrator. Final assignment decisions will rest with the building administrator.
 - e. Should a teacher be assigned more than the stated preparations by the administration, the teacher shall be credited \$150.00 per excess preparation per semester.
- D. **Shared-Teacher Responsibilities:** A Memorandum of Understanding will be provided as an addendum to the Master Agreement.
- E. All negotiations, including participation in grievance procedures, shall be conducted outside of duty hours. However, should it become necessary that the representatives of the Board and Association meet to discuss a problem of mutual interest, the parties, through mutual consent and with the Superintendent's approval, may schedule meetings during duty hours. In such cases, the teacher or teachers representing the Association shall not suffer loss of pay.

ARTICLE IV
TEACHING HOURS (Cont'd)

- F. On days preceding holidays or vacations, teachers may leave at the conclusion of the student day, provided all students have left the building.

ARTICLE V

DEPARTMENT CHAIRPERSONS

- A. Upon recommendation of the building principal and approved by the Superintendent or his/her designee, departments of five (5) or more members in the junior and senior high schools may have department chairpersons, provided there is a member interested in the position. To be considered as a member and/or a chairperson of a department, the teacher must teach at least fifty-one percent (51%) of their time in the department.
1. When a teacher is teaching equal amounts of time in two (2) subject areas, he/she shall be assigned to the department of his/her academic major.
 2. In other problems related to classification of department members, the building principal's recommendation shall determine placement.
 3. Department chairpersons in this category shall receive the following as compensation:
1995-96 - \$ 966.00
1996-97 - \$ 990.00
1997-98 - \$1,015.00
 4. Middle School (6-9) Team Leaders shall be compensated at the same rate as department chairpersons in this category.
- B. Departments of less than five (5) members in the junior and senior high schools shall not have department chairpersons unless recommendations are made by the building principal and approved by the Superintendent or his/her designee. To be considered as a member and/or chairperson of a department, the teacher must teach at least fifty-one percent (51%) or more of his/her time within the department. Applications of qualifications as stated in A. 1. and A. 2. of this Article shall apply. Department chairpersons in this category shall receive the following as compensation:
1995-96 - \$239.00 per person
1996-97 - \$245.00 per person
1997-98 - \$251.00 per person
- C. Department chairpersons shall be coordinators of programs and materials. In the event that no teacher is designated as department chairperson by the building principal and approved by the Superintendent or his/her designee, the building administrator shall handle the responsibilities for the functions of that position.
- D. Department chairpersons shall be recommended for assignments by the building principal prior to the close of the school year and must be approved for such assignments by the Superintendent's office. Written notification of such approval or denial must be given to the designated chairperson before the close of the school year.
- E. Department chairpersons shall not be assigned on a permanent basis, but shall be recommended and approved each school year.

ARTICLE V
DEPARTMENT CHAIRPERSONS (Cont'd)

- F. It is recommended that all department chairpersons be tenure teachers.
- G. If the principal does not make a recommendation, the position will remain vacant.
- H. Department chairpersons or designee shall serve on building curriculum committees.
- I. Department chairpersons shall assist in interpreting the objectives and activities of the department.
- J. Department chairpersons shall have a separate written evaluation each year.

ARTICLE VI

TEACHING CONDITIONS

A. The Association and the Board recognize that the pupil-teacher ratio is an essential condition of a quality educational program. Therefore, it should be recognized that the Board has the primary responsibility for providing an adequate number of teachers, facilities and funds to implement a quality educational program. It is also recognized that the primary duty and responsibility of the teacher is to provide instructional service and that the organization of the school as well as the school schedule will be directed toward insuring that the energy of the teacher is primarily utilized to this end.

B. Elementary:

1. The following are recognized as class size goals:

Kindergarten	22
Grades 1 - 3	25
Grades 4 - 5	30

2. When the individual classroom of kindergarten exceeds 25 to 1; Grades 1 through 3 exceeds 27 to 1; and Grades 4 through 5 exceeds 29 to 1, relief will be provided according to the following:

a. An immediate study by the Superintendent's designee of alternative methods in the reorganization of classrooms in order to relieve class size.

b. Individual Class Size Relief as follows:

(1) If one to two students over class sizes in B. 2., one hour of classroom aide time per day will be provided.

(2) If three students over class sizes in B. 2., two hours of classroom aide time per day will be provided.

(3) If four students over class sizes in B. 2., three hours of classroom aide time per day will be provided.

(4) If five students over class sizes in B. 2., four hours of classroom aide time per day will be provided.

(5) If six students over class sizes in B. 2., five hours of classroom aide time per day will be provided.

(6) If seven students over class sizes in B. 2., a full-time (six and one-half hours) classroom aide will be provided.

ARTICLE VI
TEACHING CONDITIONS (Cont'd)

3. Combination classes shall not be figured into the individual class size relief. No combination classes shall exceed the class size ratios in B.1. Grade 3-4 combination classes shall not exceed 26 students.
4. Class size relief will be implemented no later than the second Friday of the school year. **Once assigned, the classroom aide position will remain for a minimum of the remainder of the marking period.**
5. There is an expectation that teachers will accept classroom aide assistance; however, they will not be required to use classroom aides **unless required by an I.E.P.C.**
6. Whether the classroom aide is employed inside the classroom or outside the classroom will be determined through mutual discussion between the teacher and the principal **unless the aide is required by an I.E.P.C.**

C. Secondary:

1. The 30 to 1 ratio of the North Central Association shall serve as a guide in secondary schools, with the exception of music and physical education. In secondary specialized classes (science labs, language labs, business, art, industrial arts, home economics, vocational shops, etc.) the number of students shall not exceed the instructional stations provided.
 - a. When any class in the school exceeds 32:1, excluding physical education and music, the administration will:
 - (1) Attempt to equalize class sizes of like sections within the same department.
 - (2) Attempt to add sections within the same department.
 - (3) Classroom station assignments will be based on the following considerations:
 - (a) Physical size of the room
 - (b) Normal size of grade level students
 - (c) Size of student stations
 - (d) Curriculum content
 - (4) The decision of the building administration is final in items (1), (2), and (3).

ARTICLE VI
TEACHING CONDITIONS (Cont'd)

- (5) If the class size exceeds 33:1, the teacher will receive \$100.00 per section, per semester, for each section over the 33:1 ratio. If the class size exceeds 35:1, the teacher will receive \$150.00 per section, per semester, for each section over the 35:1 ratio.
2. If a teacher's daily load at the high school exceeds 150 students or a middle school teacher's daily load exceeds 170 students (excluding music and physical education), at the request of the teacher, the principal will meet with the teacher to resolve the problem. If a solution is not reached, an immediate study by the Superintendent's designee of alternative methods in the reorganization of classrooms in order to relieve class size will be conducted. If the problem is still not resolved, one of the following solutions will be established by the representative of the Superintendent after consultation with representative(s) of the Association and/or the affected teacher. This will be done no later than the fourth Friday of the school year.
- a. Middle school:
 - (1) 171 - 180 students - one day per marking period, to be used within the building to complete necessary teaching tasks. A guest teacher will be provided.
 - (2) 171 - 180 students - an amount not to exceed \$300 to be used for classroom materials.
 - (3) 171 - 180 students - a \$300 stipend per semester or one hour of classroom aide time per day.
 - (4) 181 - 190 students - a \$600 stipend per semester or two hours of classroom aide time per day.
 - (5) 191 - 200 students - a \$900 stipend per semester or three hours of classroom aide time per day.
 - b. High School:
 - (1) 161 - 170 students - one day per marking period, to be used within the building to complete necessary teaching tasks. A guest teacher will be provided.
 - (2) 161 - 170 students - an amount not to exceed \$300 to be used for classroom materials.
 - (3) 161 - 170 students - a \$300 stipend per semester or one hour of classroom aide time per day.

ARTICLE VI
TEACHING CONDITIONS (Cont'd)

- (4) 171 - 180 students - a \$600 stipend per semester or two hours of classroom aide time per day.
- (5) 181 - 190 students - a \$900 stipend per semester or three hours of classroom aide time per day.

3. The ratio of study halls will not exceed 125-1.

4. Relief may be terminated if class sizes fall below the C. 2. a. and b. numbers.

D. Facilities for special services will be provided in all buildings.

E. Library facilities will be provided in all buildings.

F. When the Board institutes parent volunteers, or student teachers, the teacher will have, without prejudice, the opportunity of accepting such individuals and, in cooperation with the building principal, will determine the scope of the duties and responsibilities of such personnel.

G. Certified **guest** teachers will be provided for music teachers when available.

H. Qualified and certified **guest** teachers will be provided for other special area teachers when available.

I. Safety devices, required by law or deemed necessary by the department, and approved by the Administration, shall be provided without charge.

ARTICLE VII

QUALIFICATIONS AND ASSIGNMENTS

- A. The Board of Education will comply with the certification laws of the State of Michigan.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside their major or minor field.
- C. To be considered qualified to be assigned to teach in a given subject area in **Grades 6 through 12**, the following shall apply:
 - 1. Have Provisional, Continuing, **Permanent, or Professional Education Teacher Certification.**
 - 2. Have a major or minor in the given subject area. This qualification will apply to 5/6ths of the teacher's assignment.
 - 3. Teachers currently assigned to or laid off from a primary or principal subject area in **Grades 6-12** who do not meet the above qualifications:
 - a. Must have a minimum of twelve (12) semester hours within one (1) year of notification of the new assignment in order to keep the assignment in the ensuing school year.
 - b. Must have a minimum of eighteen (18) semester hours within two (2) years of notification of the new assignment in order to keep the assignment in the ensuing school year.
 - c. Thereafter, teachers must meet the qualifications listed in C. 2. above.
 - d. If a teacher needs to be recertified due to reassignment, the district's financial responsibility will include tuition, fees and registration, and if necessary, with the approval of the superintendent, paid time off from teaching duties if the course meets only during the duty day.
- D. Assignment of new teachers shall be made as soon after they are employed as possible. New teachers shall obtain their specific teaching assignments not later than the last Monday in August. Requests for new assignments by existing staff, to occur between school years, will be submitted in writing prior to the completion of the current school year. All other teachers will return to their former assignments unless notified by certified mail, postmarked not later than the first (1st) of August. Changes in teacher assignments after this date shall be made only for just cause. Teachers shall be notified before the first day of school.
- E. Half-Time Teaching (Appendix C).

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

A. Vacancies:

1. The Board declares its support of a policy of filling all vacancies from within its own teaching staff.
2. A teacher may apply for any position within the system for which he/she is certified. The Board shall determine the qualifications for such positions and has the sole discretion in the selection process. Such an application must be in writing, addressed to the Superintendent of Schools. Any vacancy occurring during the school year to which a teacher has requested transfer shall not be filled permanently until the following school year. Applications must be submitted annually.
3. In filling a 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, and other relevant factors. This does not preclude that candidates from outside the system are not eligible for employment. Each applicant shall be notified of the Board's decision within five (5) days of the fulfillment of the position. The decision of the Board as to the filling of such vacancies shall, however, be final.
4. The central office shall post in all buildings professional vacancies and newly created positions existing within the system when vacancies or positions occur. The Association shall furnish a list of building representatives by June 1 to which the Board agrees to mail notice of vacancies or newly created positions during the summer months. Individual teachers who wish to receive notice of vacancies or newly created positions during the summer months shall so notify the Board in writing by June 1.
5. Teachers laid off from other Oakland County school districts are encouraged to apply and will be given consideration for existing vacancies.

B. Promotion - transfer from within the bargaining unit to a supervisory or administrative capacity:

1. A teacher may apply for any position within the system for which he/she is certified. The Board shall determine the qualifications for such positions and has the sole discretion in the selection process. Such an application must be in writing, addressed to the Superintendent of Schools. Applications will be considered either during the school year or during the summer. Such applications must be renewed annually.
2. Each applicant shall be notified of the Board's decision within five (5) days of the filling of the position.
3. Administrative Seniority Rights: See Article XII, Section K.

**ARTICLE VIII
VACANCIES, PROMOTIONS AND TRANSFERS (Cont'd)**

C. Transfers:

1. Requests by a teacher for a transfer to a different class within the building shall be made in writing to the building principal. The application shall set forth the reasons for transfer and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration.
2. Requests by teachers for a collaborative exchange of assignment within a building/Special Education Department shall be made to the supervising administrator(s). This request shall be made with the agreement of both teachers that the assignment will be for two (2) years and that both teachers shall be returned to their previous teaching assignment upon the request of either teacher at the end of the two year period.

Teachers requesting a collaborative exchange must meet all district qualifications for the grade level/assignment requested (i.e. Early Childhood Education endorsement in grades K-2, team teaching in grades 4-5, required certification). Staff teaching in grades K-2 without an Early Childhood Education endorsement (due to grandperson arrangement) who are approved for a collaborative exchange to grades 3-5 would be allowed to return to K-2 at the end of the two-year exchange. Thereafter, they would be required to have the Early Childhood Education endorsement to be considered for a transfer back to K-2. The decision of the supervising administrator will be final in all cases concerning requests for collaborative transfers within a building/Special Education Department.

3. Requests by teachers for a collaborative exchange of assignment between buildings shall be made to the Assistant Superintendent for Personnel. This request shall be made with the agreement of both teachers that the assignment will be for two (2) years and that both teachers shall be returned to their previous teaching assignment upon the request of either teacher at the end of the two year period.

Teachers requesting a collaborative exchange must meet all district qualifications for the grade level/assignment requested (i.e. Early Childhood Education endorsement in grades K-2, team teaching in grades 4-5, required certification). Staff teaching in grades K-2 without an Early Childhood Education endorsement (due to grandperson arrangement) who are approved for a collaborative exchange to grades 3-5 would be allowed to return to K-2 at the end of the two-year exchange. Thereafter, they would be required to have the Early Childhood Education endorsement to be considered for a transfer back to K-2. The decision of the Assistant Superintendent for Personnel will be final in all cases concerning requests for collaborative transfers between buildings.

4. Requests by a teacher for transfer to a different building shall be made in writing to the Assistant Superintendent for Personnel. The application shall set forth the reasons for the transfer, the school, grade, or position sought, and the applicant's academic qualifications.

**ARTICLE VIII
VACANCIES, PROMOTIONS AND TRANSFERS (Cont'd)**

5. While the parties recognize that involuntary transfers between buildings may be necessary, they also recognize the desirability to keep such transfers to a minimum.
 - a. Involuntary transfers between buildings shall not be made for **arbitrary reasons**.
 - b. If a teacher is to be transferred involuntarily on the basis of performance, the teacher shall be notified in advance. The teacher shall have the opportunity to discuss such a transfer with the **Deputy Superintendent and the Assistant Superintendent for Personnel** and will be given a semester or ninety (90) school days to improve their professional performance and be re-evaluated. At the request of the Board and with the agreement of the Association, the ninety (90) day improvement period may be waived in unusual circumstances.
 - c. If a teacher is to be transferred involuntarily to meet the following **circumstances**: unexpected leaves, opening of a new building, enrollment shift, death of a staff member, unexpected resignations, or physical plant damage, the following process will be used:
 - (1) Volunteers will have been sought.
 - (2) In the absence of volunteers, a teacher or teachers in the subject area (secondary) or building (elementary) with the lowest district seniority will be transferred.
 - d. Involuntary transfers between buildings may be made to meet instructional requirements and/or to implement new teaching strategies. If a transfer is to be considered the principal/supervisor shall provide the teacher with a specific statement of the issues. The teacher shall have the opportunity to discuss such a transfer with the Deputy Superintendent and/or the Assistant Superintendent for Personnel and will be given a minimum of thirty (30) days to advocate that such a transfer is not necessary. At the request of the Board and the agreement of the Association, the thirty (30) day period may be waived in unusual circumstances.
6. All requests for transfer shall be renewed each year by March 15 to insure active consideration.
7. This agreement shall not supersede contractually provided seniority rights.

ARTICLE IX

PAID LEAVES

A. Illness or Disability:

1. Each teacher will earn ten (10) paid leave days per year at the rate of one (1) day per month. Ten (10) days will be posted and shall be available for use at the beginning of each school year. Any unused portion of the accumulated paid leave days shall be credited to the next year's paid leave bank. Paid leave shall accumulate without limitation. **Paid leave shall accrue for the remainder of the year for employees on predictable disability, but not for future years. Compensation shall be limited to the earned paid leave bank on file in the year in which the leave begins.** In case of overpayment, the teacher's contractual salary will be adjusted and/or the teacher will reimburse the district. **If it is not possible to collect the overpayment, the Sick Leave Bank (Appendix B) will repay the days to the district.**
2. Paid leave policy benefits are allowed only for those under contract. Paid leave shall not be considered as pay that an employee is entitled to in cash or in vacation quota except as in Article XIV, Section L.
3. Routine health examinations, dental appointments, or surgical procedures which might be scheduled during off duty hours or vacation periods shall not be covered by this Article.
4. Proof of illness, signed by a physician may be required of a teacher in case of excessive use of paid leave.
5. When a teacher is injured on the job or otherwise eligible for workmen's compensation, the teacher shall not suffer loss of pay during the time he/she is eligible for paid leave. When the paid leave benefits are exhausted, compensation shall be reduced to the amount determined by the Workmen's Compensation Board.
6. Teachers eligible for workmen's compensation benefits may elect to waive their paid leave benefits and receive only the workmen's compensation benefits.
7. Accumulated paid leave days shall be banked and made available to personnel returning to employment only when the individual has been absent from employment on an approved leave.
8. When an employee is absent the duty day before or the duty day after a recess, he/she shall not receive compensation for the day unless the absence has been pre-approved or post-approved.
9. Employees shall return to their assignments within five (5) school days of the disability termination as determined by a physician. The Board, at their discretion, may require a physical examination, at Board expense, by a physician of their choice.

**ARTICLE IX
PAID LEAVES (Cont'd)**

10. In the case of a predictable disability, a leave will be granted, upon request, to teachers for the duration of the disability with a limit of two (2) semesters under the following conditions:
 - a. Compensation shall be limited to the earned accumulated paid leave at the time leave begins.
 - b. The employee must notify the Board of Education in writing as soon as possible after medical confirmation of a physical condition which could possibly lead to a disability during the school term, giving estimated date of disability and confinement. Applications for leave must be made in writing **thirty (30)** days before hospitalization or confinement.
 - c. Monthly statements from a physician competent in the field of the disability, giving estimated date of confinement or hospitalization, are necessary.
 - (1) Must be in best interests of students as determined by the building principal.
 - (2) Must be approved by a physician competent in the related field.
 - (3) Must be approved by the Superintendent.
 - (4) The Superintendent's decision will be final and will in no way establish a precedent.
11. A tenure teacher who is unable to teach because of personal illness or disability who has exhausted all paid leave available shall be granted, upon request, a leave of absence without pay for the duration of such illness or disability up to two (2) semesters. A teacher granted a leave of absence without pay by the Board, under the above conditions, shall be given a position upon his/her return, provided there is an opening in his/her area and he/she has given notice sixty (60) calendar days prior to the expiration of the leave. **Leave granted pursuant to this section shall count toward leave to which the teacher may be entitled under the FMLA. The Board reserves the right under the FMLA to require a teacher to use his/her accumulated sick leave. (See Article X - H. and Board of Education Policy 3430.01)**
12. In the case of an emergency disability, the leave will be granted, upon request, to teachers for the duration of the illness up to two (2) semesters. Compensation shall be limited to the amount of earned accumulated paid leave at the time the leave begins. **Leave granted pursuant to this section shall count toward leave to which the teacher may be entitled under the FMLA. The Board reserves the right under the FMLA to require a teacher to use his/her accumulated sick leave. (See Article X - H. and Board of Education Policy 3430.01)**

**ARTICLE IX
PAID LEAVES (Cont'd)**

13. Extensions of leave may be granted to tenure teachers, upon request, with approval of the Superintendent. Extensions are limited to a maximum of two (2) semesters. Teachers must notify the Board in writing of their desire to return sixty (60) calendar days before termination of the extended leave.
14. Sick Bank Policies and Procedures: See Appendix B.
15. **An employee who meets the qualifications of the Federal Family Leave Act may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 3430.01 will apply. This leave may be requested for the following reasons:**
 - a. **The birth or care of a child.**
 - b. **The adoption or foster care of a child.**
 - c. **The care of a spouse, son, daughter, or parent if such individual has a serious health condition.**
 - d. **A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.), also see Article X, H.**

B. Hospitalization:

1. In the event of hospitalization of spouse, child, mother, father, sister, brother, grandparents or legal dependents, the teacher shall be allowed one (1) day for hospital visitation per admittance and, if needed, one (1) day to bring the patient home, which will be deducted from paid leave.

C. Death:

1. In the event of death of spouse, children, mother, father, mother-in-law, father-in-law, or legal dependent, the individual is allowed up to three (3) days with full pay, not to be charged against paid leave. An additional two (2) days, if requested, may be granted and deducted from paid leave if approved by the Superintendent.
2. In the event of death of sister, brother, grandchildren and grand-parents, an individual may be allowed up to three (3) days, which is deducted from paid leave.
3. In the event of the death of other persons, one (1) day will be allowed and deducted from paid leave bank.
4. When the funeral is three hundred and fifty (350) miles or more from Clarkston, an extra day of traveling time will be allowed, upon request, and deducted from paid leave.

**ARTICLE IX
PAID LEAVES (Cont'd)**

D. Personal Business Leave:

1. Personal business leave is defined as business that cannot be conducted before or after school hours, on a weekend, or during a vacation or holiday period.
2. Two (2) days will be granted to each teacher each year (non-accumulative) for the conduct of personal business. If used, these days shall not be deducted from paid leave bank. If not used by the end of the school year, these days shall be added to the employee's sick leave bank.
3. These days shall not be used for recreational purposes, social functions, or vacation periods.
4. No business days will be granted during the last five (5) working days of the school year or the day preceding or the day following a recess.
5. This time shall be granted by notifying the building principal two (2) days in advance, except when such timely notice is impossible, but in no case later than 4 p.m. on the day preceding the day in question. In order to guarantee the operation of the instructional program, a maximum of 10% of a building staff would be granted personal business leave on any instructional day.
6. Personal business leave is leave which may be used for such purposes as emergency care of immediate family members or personal business requiring absence from duty during regular working hours. Examples of valid types of personal business leave include: required to appear in court, legal and professional business, temporary care of children at home, to be with family members in times of crises, and religious holidays.

E. Emergency Day

1. Two (2) emergency days (non-accumulative) will be allowed if approved by the building principal. If used, the first day shall not be deducted from paid leave; the second day shall be deducted from paid leave. Examples of how emergency days are to be used:
 - a. Unexpected injury to family member
 - b. Home problem requiring immediate attention
 - c. Property damage accident enroute to work
 - d. Unavoidable travel delay

**ARTICLE IX
PAID LEAVES (Cont'd)**

F. Jury Duty:

1. A teacher called for jury duty shall be compensated at their regular rate of pay. However, any jury duty fees awarded to the teacher, excluding mileage, must be returned to the District.

G. Court Appearance:

1. A person required by subpoena to appear in court to give testimony as a witness, will receive full pay, provided such appearance is not brought about by an illegal and/or negligent action on the part of said teacher or action against the Board by the Association or teacher.
2. Any compensation, such as witness fees, shall be returned to the District.

H. Professional Days:

1. Two (2) teacher initiated professional days for the purpose of visitation, conferences, workshops, or seminars conducted by colleges, universities, M.E.A., N.E.A., not related to labor relations, or other professional organizations will be made available to each teacher not to be deducted from paid leave bank. However, to qualify for compensation, the teacher must:
 - a. Gain approval five (5) school days in advance from the building principal.
 - b. Submit a written report to building principal five (5) school days following the leave.
2. Approval of all professional days is subject to the availability of **guest teachers** and financial conditions of the District. Denial of requests for professional days shall not be subject to the grievance procedure.

I. Association Business:

1. Twenty-two (22) days will be allowed, if needed, to attend conferences called by the M.E.A., by notifying the building principal five (5) days in advance. Under extenuating circumstances, the five (5) day notification period may be waived by the Superintendent. The Association will pay **guest teacher** costs. Additional days may be granted by the Superintendent.

- J. Sabbatical Leave:** Section 572, General School Law, reads as follows: "Any Board, after a teacher has been employed at least seven (7) consecutive years by said Board and at the end of each additional period of seven (7) or more consecutive years of employment, may grant said teacher a sabbatical leave for professional improvement not to exceed two (2) semesters at any one time: Provided that the teacher holds a permanent or life certificate, or is engaged in teaching in a college maintained by the Board. During said sabbatical leave, the teacher shall be paid compensation as provided in the rules and regulations of said Board: Provided, however, that said Board shall not be held liable for death or injuries sustained by a teacher while on sabbatical leave.

ARTICLE IX
PAID LEAVES (Cont'd)

1. To qualify for sabbatical leave, the applicant must hold a Master's Degree.
 2. Not more than two (2) of the qualified employees may be granted such leave in one (1) year.
 3. Compensation shall be no less than fifty percent (50%) of his/her annual salary. Provisions for payment shall be determined at the time the leave is granted. **A sabbatical leave as a mentor teacher granted under Section 1525 (2)(f) of the Michigan General School Code shall be unpaid and follow the provisions of a personal unpaid leave.**
 4. Any teacher granted a sabbatical leave, with compensation, shall sign an agreement to return to the system for a period of three (3) years.
 5. Upon return of such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period.
 6. Sabbatical leaves must be approved by the Board of Education.
 7. Failure of the Board to grant a sabbatical leave shall not be subject to the grievance procedure.
- K. Except for emergencies, no section of this article can be used to extend or expand another section of this article. In emergencies, teachers will be allowed to combine personal days, emergency days, and hospitalization days at the discretion of the Assistant Superintendent - Personnel Services (the Board and the Association will develop a list of illustrations defining emergencies).

ARTICLE X

UNPAID LEAVES

A. Illness or Disability - See Article IX, A.

B. Leaves of Absence:

1. A leave of absence of up to one (1) year may be granted to any tenure teacher, upon written application, for the purpose of participating in exchange teaching programs in other states, territories or countries, foreign or military teaching programs. Upon his/her return, he/she shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.
2. Leaves must be approved by the Superintendent. The decision of the Superintendent shall be final. Teachers timely returning at the conclusion of such leaves will have full return rights pursuant to Article XII for which the teacher is certified and qualified to teach.

C. Personal Leave: A personal leave of absence for tenure teachers may be granted upon written application. Granting of leaves of absence shall be limited to coincide with the staffing needs of the district, thus avoiding additional hiring during a time of reduced staffing.

1. Requests for such leaves will be submitted in writing to the Superintendent by **March 15**.
2. Intent to return for the following school year must be submitted to the Superintendent by **March 15**.
3. Teacher longevity and salary step will be frozen during the duration of the leave. Teacher seniority will accrue.
4. During the leave, the teacher will not lose any previously accumulated sick days or tenure status; additional sick days will not accrue while on such leaves.
5. Teachers granted such leaves will have full return rights for the following school year, provided there is a position for which the teacher is certified and qualified to teach according to Article XII, **REDUCTION IN PERSONNEL AND ANNEXATION AND CONSOLIDATION OF DISTRICTS**, of the Master Agreement.
6. Teachers choosing such leaves of absence would, if they so desire, be allowed to guest teach for the school district during the school year of the current leave.
7. It is understood between the parties that the decision to grant leaves under the above conditions will be at the sole discretion of the Superintendent and his/her decision will be final and not grievable. The granting of any such leaves by the Superintendent will not establish a precedent for other such requests for the same leave.

**ARTICLE X
UNPAID LEAVES (Cont'd)**

D. Military Leave:

1. **Military leave shall be granted in accordance with state and federal law. The teacher's return rights from military leave shall likewise be governed by state and federal law.**

E. Adoption or Child Care Leave:

1. **An adoptive leave or child care leave of up to a maximum of two (2) semesters shall be granted to a tenure teacher upon written request to the Superintendent's office. The teacher must make application thirty (30) school days prior to the leave. Return from a child care or adoption leave shall be at the beginning of the school year following the expiration of the leave.**
2. **Written notice of intent to return for the following school year shall be given to the Superintendent of Schools by March 15. Failure to do so shall be deemed a resignation. However, written notification does not insure employment from an adoption or child care leave for the beginning of a new school year unless there is an opening on the staff for which the teacher is qualified.**
3. **Teacher longevity and salary step will be frozen during the duration of the leave. Teacher seniority will accrue.**

F. Extensions: Extensions of personal leave, adoption or child care leave may be granted subject to the following conditions.

1. **Requests for extensions shall be in writing.**
2. **Requests for extensions must be approved by the Superintendent.**
3. **Salary increments shall not accrue.**
4. **Paid leave days shall not accrue, but unused paid leave time held at the start of the leave shall be reinstated.**
5. **Written notice of intent to either return or resign shall be given to the Superintendent of Schools by March 15. Failure to do so shall be deemed a resignation. Teachers granted such extensions will have full return rights for the following school year, provided there is a position for which the teacher is certified and qualified to teach according to Article XII, REDUCTION IN PERSONNEL AND ANNEXATION AND CONSOLIDATION OF DISTRICTS, of the Master Agreement.**

**ARTICLE X
UNPAID LEAVES (Cont'd)**

6. Return from an extension of a child care or adoption leave shall be at the beginning of the school year following expiration of the leave.
7. Failure to grant an extension is not subject to the grievance procedure.
- G. A teacher on unpaid leave may elect to continue medical insurance on a twelve (12) month cash pay basis upon arrangement with the Board.
- H. Any request for unpaid leave days are to be made to the Superintendent or his/her designee. The Superintendent's decision shall be final.
- I. **Family and Medical Leave Act (FMLA) Leave**
 1. **An employee who meets the qualifications of the Federal Family Leave Act may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 3430.01 will apply. This leave may be requested for the following reasons:**
 - a. **The birth or care of a child.**
 - b. **The adoption or foster care of a child.**
 - c. **The care of a spouse, son, daughter, or parent if such individual has a serious health condition.**
 - d. **A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.), also see Article X, H.**

Leave granted pursuant to any section of this article shall count toward leave to which the teacher may be entitled under the FMLA.

ARTICLE XI

TEACHER EVALUATION

- A. **Non-tenured** teachers shall be evaluated at least once each semester and tenure teachers shall be evaluated at least once in every three (3) years. Such evaluation shall be done by the building principal or by other administrative personnel.
- B. All **formal** classroom observations and monitoring of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- C. Since the conduct and attitude of a teacher in and around the building will also have an influence on the final evaluation, teachers shall be evaluated on items not directly related to the classroom teaching through building observations by the building principal. The principal shall notify the teacher in writing of the delinquencies and indicate a reasonable period for correction. Failure to correct the delinquency will then become a part of the official evaluation form.
- D. Teachers shall be evaluated by the building administration with written evaluations signed by the building principal and the teacher. Observations and completion of the district evaluation document (formal evaluation) shall occur for non-tenure staff by December 1 and April 1 of the first and second semesters, respectively. They shall occur for tenured staff by May 15. All classroom observations shall be followed within five (5) working days by written completion of the district's "Classroom Observation Summary." Extension of this timeline will only occur with mutual written agreement of teacher and administrator. A teacher may submit his/her own evaluation within two (2) weeks if he/she does not agree with the building administration's evaluation. Both evaluations are to be placed in the teacher's personnel file.
- E. **Non-tenured** teachers will receive a minimum of two (2) formal observations held at least sixty (60) days apart (unless the time period is mutually waived). An Individualized Development Plan will be developed each year in consultation with the teacher. The final evaluation each year will include an assessment of the teacher's progress toward meeting the goals in his/her Individualized Development Plan.
- F. If a tenure teacher is placed on an Individualized Improvement Plan (IDP), the employee will have a maximum of two (2) semesters to satisfactorily correct these deficiencies. Failure to correct these deficiencies within this time period may result in a recommendation for termination of the employee.
- G. If approved by the building principal/director, a teacher may agree to a goal-oriented evaluation process. Teachers under this plan will develop a set of goals to be pursued. The goals will be developed in conjunction with their evaluator and an evaluation of progress will be completed by the end of the year(s) of evaluation.
- H. Each teacher shall have the right, upon request, to review the written evaluations and disciplinary records contained in his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE XI
TEACHER EVALUATION (Cont'd)

- I. Evaluation forms shall be used throughout the Clarkston Community Schools. Any changes in the forms will be developed by **the Active Cooperation and Continued Opportunities for Resolving Differences (ACCORD) Committee**. The evaluation forms will be kept on file in each building and at the administration building.

- J. The C.E.A. and the Board of Education recognize that the first and last three (3) weeks of the school year and the day before and after Thanksgiving, winter and spring recesses are not optimum times for classroom observations. Realizing this, observations leading to a formal evaluation will not be made during these time periods except when unforeseen or unusual circumstances exist. If such circumstances exist, the Association shall be notified.

ARTICLE XII

REDUCTION IN PERSONNEL AND ANNEXATION AND CONSOLIDATION 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 unto 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 effort to assure continued employment of its professional staff in such consolidated district.
- C. In the event the Board decides to reduce the number of teachers through general layoff of employment or to reduce the number of teachers in a subject area field, or program, the following layoff procedure will be followed:
 - 1. Secondary (grades 7-12)
 - a. Reduction shall be on a subject area basis, using system-wide seniority which will be computed from the date of employment (i.e., those teachers with the highest seniority shall be the last to be laid off). A teacher whose program is cut or eliminated will be able to move, by seniority, into an available position for which he/she is certified and qualified. (See Article VII, Qualifications and Assignments.)
 - b. The Board shall decide which area or areas to reduce or eliminate.
 - c. In the event of elimination of areas, all members of the area will be laid off. Every attempt will be made to reassign teachers to subject areas for which they are qualified as defined in Article VII, Qualifications and Assignments, Section C.
 - 2. Elementary (grades K-6)
 - a. Reduction of regular elementary teachers shall be on a system-wide seniority basis (i.e., seniority will be computed from the date of employment). Teachers in District funded reading support programs shall be considered as regular elementary teachers. If federal funds are eliminated, teachers in federally funded programs shall be placed in regular classrooms in which they are certified.
 - b. The Board shall decide which area or areas to reduce or eliminate.
 - c. In the event of elimination of areas, all members of the area will be laid off. Every attempt will be made to reassign teachers to the classroom or subject area for which they are qualified as defined in Article VII, Qualifications and Assignments, Section C.

ARTICLE XII

REDUCTION IN PERSONNEL AND ANNEXATION AND CONSOLIDATION OF DISTRICTS (Cont'd)

3. Examples of reasons the Board would reduce the number of teachers would be:
 - a. Financial conditions of the district.
 - b. Loss of student enrollment.
 - c. Return from leaves of high seniority teachers.
 - d. Reductions in state aid funding.
 - e. Anticipated loss of revenue created by the Tax Limitation Amendment of 1978 (Headlee Amendment).

4. In the event there are teachers in secondary or elementary with equal seniority and reduction is still necessary, then the following listed in order of consideration shall be adhered to:
 - a. Time and date of hire.
 - b. Advanced educational training.
 - c. In the event there are teachers in secondary or elementary with equal seniority and reduction is still necessary then all individuals so affected will participate in a drawing to determine layoff. The Association and members so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be present.

- D. If layoffs or recalls occur between school years, assignment of teachers will be in accordance with Article VII. If layoffs or recalls occur during the school year, transfers of teachers will be in accordance with Article VIII, Section C.3.b.

- E. Before notification to teachers or official action on a reduction of teachers is taken by the Board it will give notice to the Association of the contemplated reduction and afford the Association the opportunity to discuss it with the employer. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.

- F. Order of recall of personnel will be inverse order of layoff, based on need as determined by the Board of Education or its representative. Before official action on the recall of teachers is taken by the Board, it will give notice to the Association of the contemplated recall and afford the Association the opportunity to discuss it with the employer. As soon as the names of the teachers to be recalled are known, a list of such names shall be given to the Association.

ARTICLE XII

REDUCTION IN PERSONNEL AND ANNEXATION AND CONSOLIDATION OF DISTRICTS (Cont'd)

- G. Teachers being recalled will be notified by letter at the address recorded at the central administrative office. If the teacher fails to respond within five (5) days from the date of mailing, the Association President will be notified. If after ten (10) days of notification to the Association President there is no response, the Board will deem it to be a resignation.
- H. Except in the event of an emergency, teachers to be laid off for the coming school year shall be given at least sixty (60) calendar days written notice.
- I. In conjunction with Article XXII, Section B, which provides that the individual contract executed between each teacher and the employer is subject to the terms and conditions of this Agreement, it is intended that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this Article.
- J. No new teacher shall be hired in an area of discipline until all laid off teachers who are qualified and certified in that area of discipline have been given an opportunity for recall.
- K. Those administrators who began employment as a teacher in the district and later accepted administrative positions who return to teacher positions shall have seniority equal to the total years of professional service through the 1976-77 school year.
- L. The Association President or his/her designee will have access to all building master schedules three weeks before the end of the school year, if available. Any association member who is pink slipped may appeal when he/she believes that a lower seniority teacher is being retained through gerrymandering of schedules. The appeal committee shall consist of the Assistant Superintendent - Personnel Services, the Superintendent, or his/her designee, the Association President, and the Vice President. The Board will give those master schedules as developed at that point. The first appeal shall be with the building principal, in writing, prior to coming to the appeal board.
- M. The recall rights of a laid-off tenure teacher shall terminate three (3) years from the effective date of layoff. For teachers laid off prior to June 11, 1993, the three (3) years commences to run from that date. All rights to continued or future employment shall terminate if the laid-off teacher is not recalled within the three (3) year period. Non-tenured teachers will only remain on the layoff list the length of time that is equal to their seniority in the district, but in no case longer than three (3) years from their effective date of layoff.
- N. See Article XIV, Professional Compensation, Section N (related to summer unemployment compensation adjustments).
- O. Reassignment of teaching staff affected by reduction in grade level or subject area shall be governed as follows:
 - 1. By June 1, vacancies will be identified by grade level, subject area, and building.

ARTICLE XII

REDUCTION IN PERSONNEL AND ANNEXATION AND CONSOLIDATION OF DISTRICTS

(Cont'd)

2. By June 1, those teachers displaced because of reductions in grade level or subject area will be identified. The teacher within the affected building (elementary) or subject area (secondary) with the lowest district seniority will be reassigned.
3. The Association and Board of Education will review the list of vacancies and names of displaced teachers prior to posting.
4. The Board of Education will prepare a list of known vacancies for the school year which shall be posted in accordance with Article VIII, A. 4. A copy shall be forwarded to the Association.
5. Displaced teachers and teachers returning from leaves will be allowed to select their assignment from the list of known vacancies. Teachers shall select assignment on the basis of district seniority. The date and time of the selection process shall be mutually determined by the Board and the C.E.A.
6. When the selection process is completed, an immediate review will be conducted by representatives of the Association and the Board.
7. Final approval shall be based upon mutually agreed Board rights, as found in Article III.
8. Vacancies or changes in assignment after the date of the selection process will be determined in accordance with Article VIII of the Master Agreement.
9. Displaced teachers may apply for vacancies which occur after the selection date.

ARTICLE XIII

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.
- 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. During the term of this Agreement, the Association shall not authorize, cause, engage in or sanction any strike, picketing, or refusal to perform the duties of employment by any teacher or teachers and no teacher shall cause or participate in strike, picketing or refusal to perform the duties of his/her employment.
- D. In the event of any violation of this Article, the Association shall forthwith declare in writing, delivered to the Board or Superintendent that such action is not authorized by the Association and the Association will exert every reasonable effort to cause the employee to promptly cease such action.
- E. School Closings
 - 1. In the event school is closed for students due to inclement weather or other emergency causes, and such days must be made up to comply with State Law, the Board and Association shall meet on or before May 1 to reschedule the necessary number of make-up days which shall be added to the School Calendar (Article XXV). Teachers shall not receive additional compensation for the rescheduled days of instruction.
 - 2. When teachers are required to report to work and there are not enough students in attendance for the day to be counted as an instructional day, teachers will be paid for that day and for the make-up day worked by those teachers if one has to be scheduled to meet minimum State requirements.
 - 3. If, due to statutory change or modification, the school district can count days school is closed for students due to inclement weather, or other emergency causes as days of pupil instruction for state aid purposes, and/or if the school district is not required to make up days of student instruction without a loss of state aid, teachers shall not be required to make up days school is closed for students as a result of inclement weather or other emergency causes and shall not lose pay or paid leave.

ARTICLE XIII
CONTINUITY OF OPERATIONS (Cont'd)

4. In the event the school district determines, based on its sole discretion, not to have students report to a specific building or to dismiss students early due to inclement weather or other emergency causes, such days shall be made up if necessary to meet State of Michigan school guidelines. Those teachers assigned to the specific building(s) involved will be required to report and/or remain on duty. If conditions exist which make it impossible for staff to work within the building, teachers shall report to their supervisor and may be directed to another location for school improvement, staff development, team meetings, grade level meetings, department meetings, etc. If all schools are closed due to inclement weather or other emergency causes, teachers shall not be required to report for duty per section E.1., above. Teachers shall not be expected to substitute that day.

F. Teachers failing to report for work in support of a strike shall receive no pay.

ARTICLE XIV

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers newly employed shall be given credit on the salary schedule as set forth in Schedule A, at the discretion of the Superintendent, for outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.
- C. To advance to the next step on the salary schedule, the teacher must serve two (2) full semesters.
 - 1. Teachers starting a school year with full knowledge that a leave will be necessary before the close of the semester will be given full credit for the semester, provided they serve fifty (50) or more days of the semester.
 - 2. Teachers starting the year with full knowledge that a leave will be necessary during the second semester will be given full credit for the second semester toward advancement on the salary schedule, provided they serve fifty (50) or more duty days in the second semester.
 - 3. Teachers forced to take a leave under emergency situations will be given full credit toward advancement on the salary schedule, provided fifty (50) or more duty days have been served during the semester.
 - 4. Any teacher who has taught on a one-half (1/2) day schedule or more shall be given a full year's credit for that year of teaching experience. If a classroom teacher teaches less than one-half (1/2) time, his/her place on the salary schedule will be determined in the following manner: two (2) years of less than one-half (1/2) time teaching experience to earn one (1) step on the salary schedule.
- D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a mileage allowance not less than the Internal Revenue Service (IRS) standard amount.
- E. A teacher's daily rate shall be computed by dividing actual number of duty days into his/her contractual salary.
- F. For teaching assignments in their major areas of teaching in excess of the regular school calendar, teachers will be compensated at their individual hourly rate. (Daily rate divided by the total duty hours of a teaching day.) Exceptions: summer school, when not in their major area, adult education, and driver education, which will be compensated according to Schedule A-3.

**ARTICLE XIV
PROFESSIONAL COMPENSATION (Cont'd)**

- G. Teachers involved in extra duty assignments set forth in Schedules A-1, A-2, and A-3, which are attached to and incorporated in this Agreement, shall be compensated in accordance and without deviation. All extra duty assignments must be approved by the Superintendent's office annually.
- H. At the beginning of the 16th and 21st years of continuous service in Clarkston Community Schools, teachers will be paid according to the respective step on the salary schedule.
1. Service continues for approved paid leaves.
- I. Services of an extra-curricular or co-curricular nature shall be on an individually contracted basis between the teacher performing the service and the Board. No such contract shall exceed a duration of one (1) year. Wages to be paid for teachers' services shall be set forth in Schedules A-1, A-2 and A-3. No teacher shall have tenure of position for extra-curricular duties including: summer school, adult education and driver education. Such services shall be annually reviewed and evaluated in writing. The Board will determine the qualifications for such positions. Copies of such qualifications shall be made available upon request. C.E.A. members who meet these qualifications will be given preference.
- J. Credit on the salary schedule shall be granted at the beginning of the semester following the recording of the advanced degree or verification from the college.
- K. For teaching assignments at the Oakland Technical Center - Northwest Campus in excess of the regular school duty day, (third session students) teachers will be compensated at their individual hourly rate, provided they are teaching in their major field.
- L. Severance Pay:
1. Upon resignation, a teacher shall be compensated for one-half (1/2) of all accumulated unused paid leave days at the rate of twenty-five dollars (\$25) per day.
 2. Upon retirement, in accordance with the Michigan Public School Employees Retirement System (MPERS), a teacher shall be compensated for all accumulated unused paid leave days at the rate of thirty dollars (\$30) per day.
- M. Employees will have the following pay options:
1. 26 pays - Every two weeks, year round.
 2. 22 + 4 pays - Employees will be paid as if on 26 pays but will receive a lump sum payment of the remainder of their contracted salary on the first payroll date after June 20.

**ARTICLE XIV
PROFESSIONAL COMPENSATION (Cont'd)**

- 3. 21 + 0 + 1 pays - Employees will be paid as if on 22 pays except that the last payment of the contract will come on the first payroll after June 20. If the twenty-second (22nd) payroll date is scheduled after June 20, no payroll date would be missed.**

N. Compensation Adjustments - A teacher who is laid off under provisions of Article XII and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff or notice of layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to an annual salary rate such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off or notified of layoff, subject to the following conditions:

- 1. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he or she been employed the entire school year.**
- 2. The salary earned through employment in the district shall not be less than his or her salary from same for a similar period during the preceding school year.**

ARTICLE XV

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. It is recognized that discipline problems are less likely to occur in well taught classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.
- C. A teacher may exclude a pupil from a class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the pupil in the classroom intolerable. The teacher must notify the administration of said action. When the pupil is taken to the office, a conference between the teacher and the principal or designated representative shall take place. At this time, the teacher will furnish the principal or designated representative with the reasons for exclusion.
- D. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. All available corrective measures will be exhausted before suspension is considered.
- E. The teacher shall promptly report any case of assault to the **district administrator** or designated representative. The **administrator** shall advise the teacher of his/her rights and obligations with respect to such assault and shall render assistance to the teacher in connection with handling of the incident.
- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board shall render all justifiable assistance to the teacher in his/her defense.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if exonerated of the charge.
- H. The teacher shall be notified of complaints made against him/her by parents. No action shall be taken nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing by the building principal to the teacher concerned. Support and assistance of the administrative staff will be given in the disposition of the complaint.
- I. The current system-wide Clarkston Student Code of Conduct will be distributed to each bargaining unit member annually.

ARTICLE XVI

FRINGE BENEFITS

- A. The Board agrees to provide Health and Medical Benefits under the Clarkston Community Schools Health Plan for all full-time employed teachers, upon request by completing all required forms. Part-time teachers will have the choice of:
1. Having the monthly cost prorated according to the percentage of time employed (part paid by the Board and part paid by the employee); or
 2. If eligible for full-family or two-person coverage, applying the prorated monthly rate toward the purchase of a single subscriber medical coverage. Other non-medical health benefits under Plan A or B below could be purchased using a prorated cost as in #1 above.

The coverages listed below are all subject to the terms and conditions of the Clarkston Community Schools Benefits Plan but will duplicate the coverages in the 1992-95 Teacher Master Agreement (except prescription drug co-payment) as noted on pages 86-87 enclosed as Addendum I or in the Plan Summary booklets that will be provided to each employee.

- B. Clarkston Community Schools Health Plan A (for employees selecting medical benefits):
1. Medical - Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. Prescription Drug co-pay of \$2.00 for generic drugs/\$7.00 for brand name drugs (no co-pay with mail-in maintenance drugs). It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 2. Group Term Death Benefits - \$40,000 AD&D (in addition to the primary death benefit) that will be paid to the teacher's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 3. Group Long Term Disability Protection - 60% of salary; waiting period 90 calendar days straight time to a maximum of \$2,000 monthly benefit. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 4. Dental (50-50-50) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Routine diagnostic and major restorative annual maximum - \$1,500. Internal coordination of benefits for all members of the bargaining unit who have some form of dental coverage.

**ARTICLE XVI
FRINGE BENEFITS (Cont'd)**

Dental (100-90-90) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of \$900). Routine diagnostic and major restorative annual maximum - \$1,500. This coverage is for all members of the bargaining unit who do not have any form of dental coverage.

It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

- 5. Vision Expense Benefit - Plan A Benefits will be pursuant to the Summary Plan Description for the Clarkston Community Schools Health Plan (for all employees who select medical benefits). It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.**

C. Clarkston Community Schools Health Plan B (For employees not selecting medical benefits):

- 1. Group Term Death Benefits - \$50,000 AD&D that will be paid to the teacher's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.**
- 2. Group Long Term Disability Protection - 60% of salary; waiting period 90 calendar days straight time to a maximum of \$2,000 monthly benefit. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.**
- 3. Dental (50-50-50) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Routine diagnostic and major restorative annual maximum - \$1,500. Internal coordination of benefits for all members of the bargaining unit who have some form of dental coverage.**

Dental (100-90-90) Benefits will be pursuant to the Summary Plan for the Clarkston Community Schools Health Plan. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of \$900). Routine diagnostic and major restorative annual maximum - \$1,500. This coverage is for all members of the bargaining unit who do not have any form of dental coverage.

It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

**ARTICLE XVI
FRINGE BENEFITS (Cont'd)**

4. **Vision Expense Benefit - Plan A Benefits will be pursuant to the Summary Plan Description for the Clarkston Community Schools Health Plan (for all employees who select medical benefits). It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.**
 5. **Tax-Sheltered Annuity Plan - One Thousand Dollars (\$1,000) per year, one-half to be paid the first pay in December and one-half the second pay in June.**
- D. **The Board shall make payments for each teacher to provide the above coverage for the full twelve (12) month period beginning September 1 and ending August 31. Coverage for new employees shall begin September 1 or the first of the month following their hire date. Should the teacher fail to complete a school term due to an illness or disability, benefits under this article will be carried until such time as he/she becomes eligible for long term disability payments, with a maximum of ninety (90) calendar days.**
 - E. **Upon termination of a teacher's contract with the Board, the teacher's life, AD&D, L.T.D., medical, dental, vision, etc. coverage as described above will cease to be paid by the Board as of the end of the month of termination.**
 - F. **To be eligible for medical, term life, long term disability, dental, and vision coverage, the teacher must be actively at work or on an approved paid leave (exceptions as per the Clarkston Community School District).**
 - G. **When services to the District have terminated, all life, AD&D, L.T.D., medical, dental, and vision, etc. coverage as described above will cease to be paid by the Board as of the end of the month of termination.**
 - H. **The parties agree that the Board has no obligation to provide health plan coverages to either the spouse or dependents of a teacher who is covered by any such benefit plan elsewhere. For example, by virtue of the employment of the spouse.**
 - I. **The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance portion of the coverage.**

ARTICLE XVII

PAYROLL DEDUCTIONS

- A. The Board shall make payroll deductions upon written authorization from teachers.
1. Authorization for insurance shall be delivered to the Board office five (5) days prior to the second pay in September. Changes in the above deduction shall be made only upon request of a thirty (30) day written notice.
 2. Authorization for the following list shall be delivered to the Board office ten (10) days prior to the deduction:
 - a. Credit Union
 - b. Tax-Sheltered Annuities
 - c. United Foundation
 - d. Clarkston Foundation
 - e. The following Michigan Education Association Financial Services (MEAFS) sponsored programs:
 - (1) Tax-Deferred Annuity (Prudential)
 - (2) Long-Term Care Insurance
 3. Upon authorization, the Board shall deduct one-tenth (1/10) of the Association dues each month for ten (10) months, beginning in September and ending in June. Such dues collected shall be remitted to the person authorized by the President of the C.E.A.

ARTICLE XVIII

CURRICULUM COMMITTEES

A. District Curriculum Committee

1. **The purpose, function, and timelines of the District Curriculum Committee will be formally shared with all faculty within the first two months of school on alternate years. On subsequent years, information regarding the purpose, function, and timelines of the District Curriculum Committee will be provided for each faculty member in written form.**
2. **Purpose:**
 - a. **The District Curriculum Committee will:**
 - (1) **Initiate proposals for curriculum revision.**
 - (2) **Seek input from faculty regarding participation in current studies and/or suggestions in future studies.**
 - (3) **Recommend areas of study for special task forces appointed by the Superintendent.**
 - (4) **Establish meeting dates for the year. Post calendars in each building on CEA bulletin board.**
 - (5) **Review, approve, or reject proposed changes in the curriculum from Subject Area Committees.**
 - (6) **Make recommendations for resolving curriculum-related issues.**
 - (7) **Assist in the planning of staff development activities.**
 - (8) **Inform faculty regarding the continuous progress of curriculum development at a minimum following each District Curriculum Committee meeting. Post minutes of meeting(s) on CEA bulletin board.**
 - (9) **Provide support for faculty members conducting studies related to curriculum.**
 - (10) **Make recommendations to the Superintendent for curriculum changes.**

**ARTICLE XVIII
CURRICULUM COMMITTEES (Cont'd)**

- (11) **Prepare and provide forms to faculty members and Curriculum Committee members for input to the curriculum development process and for reporting continuous progress.**

3. Membership:

a. The committee will have a membership as follows:

- (1) **Eight Subject Area Teacher/Coordinators**
- (2) **Special Projects Coordinator(s)**
- (3) **One Elementary Administrator**
- (4) **One Middle School Administrator**
- (5) **One High School Administrator**
- (6) **One Central Office Administrator**
- (7) **Special Education Director**
- (8) **Community Education Director**
- (9) **One Administrator from Oakland Technical Center**
- (10) **Three Citizens**

b. The members of the District Curriculum Committee will be appointed annually by the Superintendent. The teacher members of the District Curriculum Committee shall be subject to confirmation by the Clarkston Education Association Board of Directors.

c. The Curriculum Director shall be the chairperson of this committee.

B. Subject Area Committees

1. Purpose:

a. Each Subject Area Committee will develop and monitor the curriculum in its subject area, seek input from faculty members regarding current or future studies related to development or revisions of curriculum or textbook selections, make

**ARTICLE XVIII
CURRICULUM COMMITTEES (Cont'd)**

recommendations for adjusting the curriculum, and suggest appropriate staff development activities. There shall be **eight major Subject Area Committees plus Special Projects**:

Applied Technology	Language Arts
Fine Arts	Mathematics
World Language	Science
Health/Physical Education	Social Studies
Special Projects	

2. Membership:

- a. The members of the Subject Area Committees will consist of a minimum of two high school teachers, two **middle school** teachers (one from each building) **six** elementary school teachers (one from each building), one administrator, one special education support teacher and one counselor. **The representative from each building serving on a committee will: (1) solicit input from teachers in their building and, (2) provide timely feedback following each subject area meeting. Time to provide information following each subject area meeting will be provided by the building administrator. Additionally, members of the Subject Area Committee will provide the Subject Area Teacher/Coordinator with proactive/reactive information from their building.**
- b. There shall be one Subject Area Teacher/Coordinator on each committee to serve as chairperson, who will serve as the liaison between the Subject Area Committee and the District Curriculum Committee.
- c. Subject Area Committee members will be selected on an annual basis. If possible, one third of the members of each Subject Area Committee shall change annually.
- d. The District Curriculum Committee shall determine how a Subject Area Committee shall function if insufficient staffing exists.

3. Procedure:

- a. The Subject Area Committees will review subject area proposals received from professional staff, provide input for textbook selection and develop subject area materials.
- b. Subject Area Committee decisions will be subject to review by the District Curriculum Committee.

**ARTICLE XVIII
CURRICULUM COMMITTEES (Cont'd)**

- c. **The Subject Area Teacher/Coordinator will receive an annual stipend of One Thousand Eight Hundred Twenty-One Dollars (\$1,821) 1995-96; One Thousand Eight Hundred Sixty-Seven Dollars (\$1,867.00) 1996-97; and One Thousand Nine Hundred Fourteen Dollars (\$1,914.00) 1997-98. The Subject Area Teacher/Coordinator will receive the equivalent of one (1) secondary class period per day of release time for coordinating purposes and will be reimbursed summer work time according to Schedule A-3. The Administration will attempt to schedule the secondary Subject Area Teacher/Coordinator release period adjacent to their scheduled conference period. The Subject Area Teacher/Coordinator will receive a travel/conference allowance.**

- d. **Faculty members who have questions regarding the process of curriculum development and/or a specific question related to an issue in process, will direct questions to their building curriculum representative.**

ARTICLE XIX

PROFESSIONAL GRIEVANCE PROCEDURE

A. Definition of Terms

1. Grievance - An individual or Association claim stipulating a violation, misinterpretation or misapplication of any provision of the Master Contractual Agreement.
2. Grievant - Term used to specify one person, a group of persons, or Association, whichever the case may be.
3. Association - Term used to specify the Clarkston Education Association.

B. Procedure in Registering a Grievance

1. It is the grievant's responsibility to bring the grievance to the awareness of his/her immediate supervisor within ten (10) school days of the alleged violation. The grievant, if he/she so desires, may be accompanied at any time during the proceedings by an Association representative.
2. If no solution to the grievance is found in Step 1, the grievant must, within five (5) school days, resubmit the grievance in writing to his/her immediate supervisor utilizing the Professional Grievance Report Form. (Form on file in buildings.) Within five (5) school days of receipt of the written grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting. If the grievance is not filed within the designated time limit, the grievance shall be considered waived. All grievances submitted must indicate the Article and Section of the Master Contractual Agreement being violated, the nature of the grievance and the remedy requested.
3. If the grievant is not satisfied with the immediate supervisor's disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the Superintendent within five (5) school days. The Superintendent or his/her designee within five (5) school days shall meet with the grievant and immediate supervisor and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.
4. a. If the grievance is not settled in Step 3, the Association may, within ten (10) school days after receipt of the written decision request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the Board at the Board of Education Office.

ARTICLE XIX
PROFESSIONAL GRIEVANCE PROCEDURE (Cont'd)

- b. Within ten (10) school days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) school day period herein provided, either the Board or the Association may, within twenty (20) school days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association, and the hearing shall be conducted under the rules of said Association.
- c. The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction, if within the scope of his/her authority as set forth herein.
- d. The arbitrator shall have no authority except to pass on alleged violations of any express provision of this Agreement and to determine disputes involving the application of interpretation of any express provision of this Agreement.
- e. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary teachers or the placing of a probationary teacher on a third year probation shall not be subject to arbitration. The Board agrees, upon request of the teacher involved, to afford a hearing either public or private to such probationary teacher at which the teacher shall be permitted to present evidence that the Board's action was without cause, was not based upon actual evaluation or was otherwise improper. The teacher at such hearing may be accompanied by a member of the C.E.A. or M.E.A. field representative. The Board shall render a written decision within ten (10) school days of the conclusion of the hearing. Any matter involving the content of teacher evaluations, except a question of whether the procedural requirements of Article XI of this Agreement have been followed, shall not be subject to arbitration.

Further, the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule shall not be subject to arbitration, except that if such services are terminated prior to the end of the school year and before the duties of such position have been completed, the Board agrees to pay to such teacher the unpaid balance of his/her contract for such position.

ARTICLE XIX
PROFESSIONAL GRIEVANCE PROCEDURE (Cont'd)

- f. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
 - g. A complaint or dispute involving the discharge or demotion of a teacher on a continuing tenure shall not be subject to the grievance and arbitration procedure but shall be presented, heard and resolved pursuant to the provisions of Act 4, Public Acts of Michigan, 1937 (Ex. Sess.), as amended (Tenure of Teachers Act).
 - h. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of this grievance procedure shall be prohibited to both parties unless by mutual consent.
- 5. Nothing contained herein shall be construed to prevent any grievant from presenting a grievance and attempting to arrive at a solution without intervention of the Association, if the solution is not inconsistent with the terms of the Master Contractual Agreement.
 - 6. Grievance procedures as discussed in this Article of the Master Contractual Agreement will be adhered to during hours that do not conflict with normal teacher duties, unless time adjustments are mutually agreed upon by both parties.
 - 7. If a grievance is filed on or after May 15, the procedure of this Article can be altered by mutual written agreement to culminate the grievance prior to the end of June.
 - 8. Notwithstanding the expiration of this Agreement, any grievance arising during the term of the Agreement may be processed through the grievance procedure, so long as the time limits set forth above are complied with. 10. The C.E.A. and Clarkston Community Schools hereby agree to construe the arbitration clause (Article XIX) to enable the parties to utilize expedited arbitration under A.A.A. auspices by mutual agreement.

ARTICLE XX

SUCCESSOR AGREEMENT

- A. Negotiations for the successor agreement shall not start earlier than February first of the calendar year in which this Agreement expires unless mutually agreed by both parties.

ARTICLE XXI

AGENCY SHOP

Association Rights:

- A. To collect service fee contributions from all teachers who are members of the bargaining unit within thirty (30) days of the beginning of school or within thirty (30) days of employment in case of teachers hired after the beginning of school.
- B. The service fee will be a **legally permissible amount determined in a legally permissible manner and shall not exceed Association dues.**
- C. Notification from the Association President of failure to pay the service fee will result in employment termination at the close of the school year.
- D. The procedure for dismissal shall be in accordance with **applicable laws.**
- E. If a teacher contests the dismissal under this Article through a law suit or any administrative agency proceeding, the termination notice will be automatically withdrawn until there is a final adjudication.
- F. If a final decision is not reached before August 15, the teacher will resume teaching. Termination will not be effective until the close of the school year following an unfavorable decision against the teacher. The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of action taken by the Board in compliance with any Sections of this Article during the processing to final determination, including appellate determination, subject however, to the following conditions:
 1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 2. The Association has the right to choose the legal counsel to defend any said suit or action.
 3. The Association shall have the right of compromise or settle any claim made against the Board under this Section.
 4. This Article shall be effective retroactively to the date of this Agreement and all sums payable hereunder shall be determined from said date.

ARTICLE XXI
AGENCY SHOP (Cont'd)

- G. The implementation of the language to follow will only occur if P.A. 117(1994) or similar legislation becomes effective:

The Employer shall not be required to make any deductions from the compensation of union members or service fee payers to a separate segregated fund (used for candidate committees, ballot question committees, political party committees, political committees and/or independent committees) without the affirmative written consent of the bargaining unit members, provided to the Employer at least once in every calendar year by the employee. The Employer shall not be required to make such deductions on a passive or automatic basis under any procedure where such funds are deducted and are recoverable by the employee through a refund procedure.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any contract between the Board and a teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If any contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, policies or practice of this 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 provisions of this Agreement or any application of the Agreement to any member of the recognized unit shall be found contrary to law, then such provisions or applications 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. Problems arising, not covered by this contract, may be studied by joint committees of the Association and Administration. Recommendations deriving from these studies shall be made to the Superintendent for consideration. However, these recommendations will not become part of the present contract and the decisions of the Superintendent shall be final.
- F. The breach by a member of the teacher staff of any article of this contract shall be considered unprofessional behavior and may be referred to the C.E.A. (within five (5) school days of occurrence) for investigation. They shall use their best efforts to correct any breach of professional behavior of a member and report their findings to the Superintendent's office within ten (10) school days following receipt of referral.
- G. Copies of this Agreement shall be printed and the expense shared equally between the Board and the Association. Copies will be presented to the Association for distribution prior to the ratification of this Agreement.

ARTICLE XXIII

PROFESSIONAL DEVELOPMENT

- A. Staff development in Clarkston Community Schools is defined as the totality of educational and personal experiences that contribute toward an individual's being more competent and satisfied in an assigned professional role. Congruency with the organization's missions and needs and the employee's role in the organization is essential. It may be an exposure to new and innovative techniques, retraining for a new teaching assignment or providing clearer vision of the function and operation of the organization. It is the school district's responsibility to provide the staff development opportunities and the professional obligation of each staff member to avail him/herself of these experiences for self growth.
- B. All professional staff members are strongly encouraged to participate in approved Professional Development or Continuing Education activities each school year. This participation may include classroom, workshop, seminar, conference or clinic activities in an organized learning setting.
- C. Staff members who participate in professional development activities (conferences, workshops, C.E.U. credits, or academic credit courses) except those referenced in Article VII, C. 3. d. and Article XXIII G., which are requested or required by the Board shall receive an hourly stipend for each approved contact hour beyond the contractual workday based upon Schedule A-3, Teacher Workshop Rate. The Board shall approve the total cost in advance and the cost may include registration fees, required material fees, meals (not to exceed thirty dollars (\$30) per day reimbursement), mileage, room, commercial transportation costs and other incidental costs such as parking, etc. If the Board requires the employee to attend one of the above professional development activities, it shall only be during a scheduled workday between the hours of 8 a.m. and 4:30 p.m. and the employee shall not receive any additional compensation.
- D. The Board agrees to set aside Fifteen Thousand Dollars (\$15,000) annually for tuition reimbursement not to include course fees, books, or matriculation fees. Teacher-initiated requests to participate in professional development activities that are for academic credit will be approved by the Board under the following conditions:
1. \$7,500 for requests approved during the time period of July 1 through December 31 and \$7,500 for requests approved during the time period of January 1 through June 30.
 2. Unspent portions of the \$7,500 from the July 1 through December 31 time period will roll over into the January 1 through June 30 time period.
 3. The maximum reimbursement will be one-half of the tuition cost.
 4. The specific reimbursement amount will be determined at the end of each reimbursement period, based on the total number of teachers applying for reimbursement.

**ARTICLE XXIII
PROFESSIONAL DEVELOPMENT (Cont'd)**

5. **If there are more requests than money available, based on one-half reimbursement, the actual reimbursement will be prorated, based on the amount that the requests exceed \$7,500. Example: The total requests for tuition reimbursement (based on one-half reimbursement) from July 1 through December 30 add up to \$9,000. The actual percentage paid to each employee would be $\$7,500 \div \$9,000 = .833$ x the amount they would have been reimbursed. If they were expecting \$300 reimbursement, they would instead receive $\$300 \times .833 = \249 .**
- E. **Teacher initiated requests to participate in professional development activities that are for academic credit will be approved by the Board under the following conditions:**
1. **To be eligible for tuition reimbursement, a teacher must have completed the required eighteen (18) semester hours for permanent or continuing certification.**
 2. **Teachers on special certificates are not eligible.**
 3. **Application for reimbursement for course work as stipulated must be made on forms supplied by the Board to the Superintendent/Designee.**
 4. **The course work must be from an accredited university in the area of the employee's assignment or approved area in the field of education.**
 5. **Teachers must have approval from the Superintendent/Designee prior to taking a course for reimbursement.**
 6. **The teacher, to qualify for tuition reimbursement, must have successfully completed the course with a grade of "C" or better. Reimbursement will be made after proof of successful completion of coursework (grade notification report) and a copy of the tuition invoice is submitted and approved by the Superintendent/Designee.**
- F. **During the first three (3) years of his/her employment in classroom teaching it will be the responsibility of each teacher to provide written evidence of at least 15 days of intensive professional development induction into teaching. This professional development must be consistent with section 38.83a of the Michigan Compiled Laws and must include professional development related to classroom management and instructional delivery.**
- G. **During their first year of employment with Clarkston Community Schools, each teacher will participate in five (5) days of professional development and orientation to teaching in the Clarkston Community Schools. These days will be determined by the district administration and will become part of the employee's contractual year.**

ARTICLE XXIV

LEAST RESTRICTIVE ENVIRONMENT - MEDICALLY FRAGILE

- A. The Association and the Board of Education recognize the needs and rights of all handicapped students as described in federal and state laws. Both parties are committed to meeting the unique educational needs of all handicapped students through the development of equitable services for all Clarkston students.
- B. The parties recognize the shared desire to provide all handicapped students the opportunity to be educated in their own school building with same age peers consistent with the provisions of state and federal laws. Both parties recognize that a full continuum of special education programs and services should be available to serve the unique needs of these students. Even the most severely impaired students should be given consideration for being included in a home school education and both parties agree that procedures will be followed that ensure good planning and preparation to provide each individual student with a successful program.
- C. It is recognized that students with certain impairments, e.g., (Severely Multiply Impaired - SXI, Severely Mentally Impaired - SMI, Visually Impaired - VI, Hearing Impaired - HI, Physically or Otherwise Health Impaired - POHI, Autistically Impaired - AI, Trainably Mentally Impaired - TMI, etc.) may enter Clarkston Schools in a variety of ways: transfer from another school system, return from a "center" program, or begin their education in Clarkston as a young child. It is agreed that specific procedures, consistent with state and federal laws will be followed to initiate services:
1. The District commits to the development of a formal transition plan in each individual placement. The receiving classroom teacher(s) and appropriate support staff shall be present at the transition meeting to provide input representing their academic and social concerns. The staff present shall also acquaint themselves with the incoming student's needs and special characteristics. In addition, procedures for inclusion of medically fragile students will follow the guidelines of the Board/CEA agreed upon procedures relating to Least Restrictive Environment and the Medically Fragile Student.
 2. When the district convenes an Individual Educational Planning Committee (IEPC) to determine options in placement, the receiving classroom teacher and/or appropriate staff who shall be involved with the student shall have the opportunity to attend the IEPC. The receiving teacher will receive training as indicated by the IEPC or the Medically Fragile Review Committee.
 3. A post-IEPC conference shall be held with the receiving teacher(s) and the special education representative(s) within thirty school days to review and assess the resulting placement and delivery of educational services. This meeting shall be scheduled at the time of the IEPC meeting but may be convened sooner at the teacher's request.

ARTICLE XXIV

LEAST RESTRICTIVE ENVIRONMENT - MEDICALLY FRAGILE (Cont'd)

- D. It is mutually agreed that the primary function of the teacher is to provide instruction and "general care" to all students in the school environment. When health care needs or custodial needs routinely require adult assistance, the IEP will designate an appropriate adult (other than the teacher) to fulfill these tasks. This does not preclude the need for teachers to be trained to carry out these responsibilities in emergency situations.

- E. The district assures training will occur at each school at the beginning of each school year to acquaint staff with the procedures to be followed and the training shall include the function of the IEPC and the teachers' pivotal role in the IEPC process.

**ARTICLE XXV
SCHOOL CALENDAR
1995-96**

August 21-24	New Teacher Orientation and Professional Development
August 25	Teacher Orientation and Workday
¹ August 28	Teacher Orientation and Inservice
August 29	Student's First Day - 1/2 Day Students - Full Day Teachers
September 4	LABOR DAY RECESS - No School
October 6	Middle & High School Conferences (No School)
November 3	End of First Marking Period (47 Days)
November 10	Elementary Conferences (No School)
November 22	One-Half Day School
November 23-24	THANKSGIVING RECESS - No School
December 22	Winter Break - Begins at End of Day
January 3	School Resumes
January 17	One-Half Day Students - Middle & High School - Full Day Teachers (End of Semester Day)
January 18	One-Half Day All Students - Full Day Teachers (End of Semester Day)
January 19	NO SCHOOL - End of Second Marking Period (45 Days) - One-Half Day Teachers (Record day)
January 19	New Teacher Professional Development (Afternoon)
January 22	SECOND SEMESTER BEGINS
February 12-16	MID-WINTER BREAK - No School
March 8	Middle & High School Conferences - No School - One-Half Day Teachers (Universal Time)
April 4	End of Third Marking Period (48 Days)
April 5-12	SPRING RECESS - No School
April 19	Elementary Conferences - No School
May 27	MEMORIAL DAY - No School
June 12	Middle & High School - One-Half Day Students - Full Day Teachers
June 13	One-Half Day All Students - End of Fourth Marking Period (43 Days) - Full Day Teachers
June 14	NO SCHOOL - One-Half Day Teachers
² June 17	New Teacher Professional Development (Morning)
June 17-18	Conditional Days

183 Student Days
189 Teacher Duty Days (194 New Teachers)
(188 F.T.E.) (192 F.T.E. New Teachers)

¹Agreement between the Board and C.E.A. that the administrative staff will make a concerted effort to limit scheduled meetings of the total staff to no more than one-half day.

²Tentative ending date of school year, subject to additional make-up days for inclement weather or other emergency causes, see Article XIII.

The 1996-97 and 1997-98 school calendars will be developed by ACCORD and distributed by February 1, 1996.

SCHEDULE A
1995-96 TEACHER SALARY SCHEDULE

<u>Step</u>	<u>B.A.</u>	<u>M.A.</u>	<u>EdS.-MSW</u>
1	27,529	30,213	31,725
	28,339	31,109	32,576
2	29,175	32,033	33,455
	30,092	33,111	34,620
3	31,038	34,223	35,823
	31,953	35,298	36,994
4	32,898	36,407	38,202
	33,814	37,485	39,368
5	34,760	38,597	40,572
	35,678	39,672	41,740
6	36,625	40,782	42,945
	37,539	41,859	44,113
7	38,482	42,971	45,319
	39,398	44,047	46,486
8	40,344	45,157	47,691
	41,260	46,234	48,859
9	42,206	47,345	50,065
	43,123	48,419	51,233
10	44,069	49,528	52,438
	46,356	52,120	54,955
11	48,716	54,795	57,554
	49,614	55,870	58,863
16	50,540	56,980	60,215
	51,567	58,188	61,523
21	52,628	59,434	62,874

Half steps are computed based on actual days in each semester

SCHEDULE A

1996-97 TEACHER SALARY SCHEDULE

Step	B.A.	M.A.	Ed.S.
1	28,217	30,968	32,518
2	29,904	32,834	34,291
3	31,814	35,079	36,719
4	33,720	37,317	39,157
5	35,629	39,562	41,586
6	37,541	41,802	44,019
7	39,444	44,045	46,452
8	41,353	46,286	48,883
9	43,261	48,529	51,317
10	45,171	50,766	53,749
11	49,934	56,165	58,993
16	51,804	58,405	61,720
21	53,944	60,920	64,446

One-half steps will be completed when the calendar for 1996-97 is complete.

SCHEDULE A

1997-98 TEACHER SALARY SCHEDULE

Step	B.A.	M.A.	Ed.S.
1	28,922	31,742	33,331
2	30,652	33,655	35,148
3	32,609	35,956	37,637
4	34,563	38,250	40,136
5	36,520	40,551	42,626
6	38,480	42,847	45,119
7	40,430	45,146	47,613
8	42,387	47,443	50,105
9	44,343	49,742	52,600
10	46,300	52,035	55,093
11	51,182	57,569	60,468
16	53,099	59,865	63,263
21	55,293	62,443	66,057

One-half steps will be completed when the calendar for 1997-98 is complete.

SCHEDULE A-1

EXTRA CURRICULAR ATHLETICS PAY SCHEDULE

Each position listed in Schedule A-1 must have the approval of the building administrator and the Board of Education Office prior to the activity being performed and subsequent payment for same.

Head Coaches:

Football and basketball	12%
Track, baseball, softball, and wrestling	11%
Soccer and volleyball	9%
Tennis, golf, cross country, and skiing	7%

Assistant Coaches and J.V. Coaches:

Football and basketball	8%
Track, baseball, softball, wrestling, soccer, volleyball	7%
Skiing and golf	5%

Cheerleading and Pom Pom:

Head	10%
Assistant	8%
Freshman	8%

Freshman Sports:

Football, basketball, wrestling, baseball, volleyball, softball	6%
Assistant wrestling	4%

7th and 8th grade sports	5%
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Intramurals:

Middle school	3%
Elementary	1%

Compensation for all extra-curricular athletics will be based upon the B.A. Track with experience within the assignment used to determine salary step placement. Assignments shall be made annually and do not carry tenure in assignment. Experience is based upon consecutive years of service.

SCHEDULE A-2

EXTRA-CURRICULAR ACTIVITIES

Each position listed in Schedule A-2 must have approval of the building administrator and the Board of Education Office prior to the activity being performed and subsequent payment for same.

Compensation for all extra curricular activities will be based upon the B.A. Track with experience within the assignment used to determine salary step placement. Assignments shall be made annually and do not carry tenure in assignment. Experience is based upon consecutive years of service.

<u>Activity</u>	<u>Percentage of B.A. Minimum</u>
<u>Clarkston Senior High</u>	
Instrumental Music	8.0%
Chorus	6.0%
Musical Director	6.0%
Vocal Assistant for Musical	1.5%
Instrumental Music Director for Musical	1.5%
Choreographer for Musical	1.5%
Two (2) Additional Productions	3.0% (each)
Student Government (2 Sponsors)	3.0%
Sophomore Sponsor (2 Sponsors)	1.0%
Junior Sponsor (2 Sponsors)	2.0%
Senior Sponsor (2 Sponsors)	3.0%
National Honor Society (2 Sponsors)	2.0%
Yearbook	4.0%
Yearbook Assistant	3.0%
Club Activity	2.0%
Color Guard	3.0%
<u>Middle School</u>	
Instrumental Music	4.0%
Chorus	4.0%
Student Government (Per Sponsor)	1.5%
Yearbook (Per Sponsor)	4.0%
Drama (Per Sponsor)	2.0%
Middle School Camping (Per Night, Per Sponsor)	\$15.00
(Full participation shall be defined as the period2% (Per Day, Per Sponsor)
beginning 7 a.m. to 11 p.m. Exception: Monday & Friday)	
Club Activity (Limit 1 Sponsor)	2.0%
<u>Elementary Schools</u>	
Safety Patrol (Per Sponsor)	2.0%
*Vocal Music - Concerts (Per Sponsor)5%
Club Activity (Limit 1 Sponsor)	2.0%

*Two (2) concerts per year, per building. Concerts must be approved by the building principal.

SCHEDULE A-3

<u>Non-Credit</u>	<u>1995-96</u>	<u>1997-97</u>	<u>1997-98</u>
Adult Education	\$ 17.42	\$ 17.86	\$ 18.31
Summer School	\$ 17.42	\$ 17.86	\$ 18.31
Teacher Workshop	\$ 17.42	\$ 17.86	\$ 18.31
<u>Credit</u>	<u>1995-96</u>	<u>1997-97</u>	<u>1997-98</u>
Adult Education	\$ 18.78	\$ 19.25	\$ 19.73
Summer School	\$ 18.78	\$ 19.25	\$ 19.73
Driver Education	<u>1995-96</u> \$ 19.13	<u>1996-97</u> \$ 19.61	<u>1997-98</u> \$ 20.10
Elementary Recess Supervision	<u>1995-96</u> \$ 21.27	<u>1996-97</u> \$ 21.80	<u>1997-98</u> \$ 22.35

APPENDIX A

The forms listed below have been mutually developed by the Clarkston Education Association and the Clarkston Board of Education:

1. Classroom Observation Summary
2. Teacher Evaluation Form
3. Library Media Specialist Evaluation Form
4. Speech/Language Pathologist Evaluation Form
5. Psychologist Evaluation Form
6. School Social Worker Evaluation Form
7. Counselor Evaluation Form

These forms are available in each school building and in the district personnel office.

APPENDIX B

SICK BANK POLICIES AND PROCEDURES

I. Authority

The Master Agreement between the Clarkston Community Schools and the Clarkston Education Association (CEA) provides for the establishment of a Sick Leave Bank (SLB) under Article IX, Section A, Subsection 14.

- A. The Administration and the Clarkston Education Association (CEA) will establish a Sick Leave Bank (SLB) to assist teachers who are members of the bargaining unit, represented by the CEA, during periods of prolonged illness. The organization and administration of this Sick Leave Bank will be done by a committee composed of three (3) CEA members and two (2) representatives of the Administration.
1. CEA representatives to the committee will be appointed by the CEA President and approved by the CEA Board of Directors. Representatives must be tenure teachers with the Clarkston Community Schools.
 2. Selection of the SLB Committee will take place in September of each school year, with the term of office being one (1) year, beginning and ending October 1.
 3. CEA members will contribute the days necessary for the operation of the SLB.
 4. The SLB will determine the number of days to be contributed and the level of the bank.

II. Philosophy and Purpose

- A. The purpose of the SLB will be to provide paid leave to members of the bank from the time their accumulated sick leave days are exhausted until their return to work or L.T.D. goes into effect, whichever should occur first (not to exceed 55 days *per school year).
- B. A Teacher's accumulated sick leave days must be exhausted before applying for SLB days.
- C. While drawing sick leave benefits, a teacher cannot be receiving any other pay from Clarkston Community Schools.
- D. The first thirty (30) work days of illness or disability will not be covered by the SLB but must be covered by the person's accumulated sick leave or absence of pay. First year teachers will be eligible after ten (10) work days of illness or disability and second year teachers will be eligible after twenty (20) days of illness or disability.

APPENDIX B
SICK BANK POLICIES AND PROCEDURES (Cont'd)

III. Membership

- A. In September of each school year, unless an assessment is not requested, teachers will receive a SLB membership application form, authorizing or rejecting the donation of one (1) day of his/her sick leave to the SLB.
1. All teachers enrolling in the SLB must complete the application form within thirty (30) days after the beginning of the school year or date of hire.
 2. Donations to the SLB will be made yearly until the bank reaches a maximum of 1,000 days.
 3. No donation will be required during the year the SLB exceeds 1,000 days. Teachers contributing the year of the last assessment will be carried over as members into the non-assessment year. A new employee must donate one (1) day during the non-assessment year to enter membership.
 4. When the SLB drops below 1,000 days, upon a request by the SLB Committee, the membership may be reassessed.
 5. Regardless of the level of the bank, all new members will be assessed one (1) day.
 6. The maximum number of days a teacher may voluntarily contribute to the SLB during an assessment period is one (1) day.
 7. A teacher may not withdraw those days once donated to the SLB.
 8. A teacher who has previously not been a member or who has interrupted their membership can enter the SLB by contributing one (1) day.

IV. Procedure

- A. Teachers requesting days from the SLB will apply, using application forms available from CEA building representative, SLB Committee members, and the Board of Education office. The completed application form will be returned to the SLB Committee chairperson or designee.
- B. A medical report defining the illness, treatment, and duration, signed by the attending doctor, will accompany each application for SLB days.

APPENDIX B
SICK BANK POLICIES AND PROCEDURES (Cont'd)

- C. An additional medical report may be requested from a physician, selected by the SLB Committee, and expenses paid by the Board of Education.
- D. The original application will be filed at the Board of Education office in the file of the applicant, with a duplicate filed at the CEA office.
- E. Medical reports, signed by the attending doctor, will be submitted to the SLB Committee every two (2) weeks while the applicant is drawing SLB benefits.
- F. The SLB Committee may grant sick leave days to an applicant furnishing proof of physical or mental illness requiring hospitalization, extensive recovery, or doctor's treatment.
- G. The SLB Committee will meet and make a decision on the application at a date not to exceed two (2) weeks from the date of receipt of application and notify the applicant of its decision.
- H. A copy of each application and the decision of the SLB Committee will be filed with the Board of Education and the CEA office.
- I. The reasons for the decision of the SLB Committee will be given to the applicant in writing by the committee chairperson. The decision may be appealed to a committee composed of the present chief negotiators of the Board of Education and the CEA and a mutually agreed upon third party from the SLB membership. The decision of the appeal committee will be made within ten (10) school days of the request, with the decision forwarded in writing to the applicant, the SLB Committee, CEA, and the Board of Education. The decision of the appeal committee shall be final.
- J. The personnel office will supply the SLB Committee and CEA any necessary reports regarding the status of the bank.

V. Duration of Benefits

- A. A teacher may receive sick leave days from the SLB Committee to cover the period of time between the expiration of his/her accumulated sick leave days to the beginning date of L.T.D. coverage not to exceed 55 days *per school year.
- B. A teacher may make application more than once and be granted sick days to a maximum of 55 days *per school year.

APPENDIX B
SICK BANK POLICIES AND PROCEDURES (Cont'd)

- C. A teacher drawing benefits from the SLB in one school year cannot extend these benefits into the next school year. Recurrence of an illness in a new school year will require a reapplication for benefits with the applicant going through the procedure as found in Article II, A-D, and IV, A-J, *except that applicant will be eligible after ten (10) workdays of illness or disability.
- D. A teacher requesting and receiving SLB days at the beginning of a new school year, and prior to working one (1) duty day, will be paid at the prior years salary step and rate.
- E. Notwithstanding the provisions of Section II and Section V. A. and B., a teacher who has exhausted accumulated sick leave due to long term illness or disability may apply to the SLB Committee for a credit of days to cover subsequent short-term illnesses. The SLB Committee shall be empowered to grant such days within the same school year as the long term illness or disability. The SLB Committee shall determine how such credit shall be repaid after consultation with the affected teacher. In the event the teacher does not repay the bank, the bank shall be responsible for the loss of these days.

IV. Alteration or Amendment

Alterations or amendments shall be governed by Article XXII A.

APPENDIX C

HALF-TIME TEACHING

- A. Half-time teaching positions may be approved in which two currently employed teachers will be allowed to share one teaching position. Each teacher will be given credit for one full year of seniority for this half-time teaching assignment.
- B. By sharing a full-time position, two teachers would receive 50 percent of their regular full-time salary for the appropriate step on the salary schedule. Each teacher shall be given one full year credit on the salary scale for that half-time teaching experience.
- C. Paid leave benefits will be pro-rated for half-time service.
- D. In all situations of job sharing, such assignments would be considered for filling only by teachers who have agreed voluntarily to work together. Two teachers who would like to be considered for sharing a job would submit, on the proper application form to the building principal, the following information: (This form is available in each school building and in the district personnel office.)
 - 1. A description of how the teaching responsibilities would be divided.
 - 2. A description of how other responsibilities would be met, such as faculty meetings, parent conferences, evening activities, and in-service training.
 - 3. A description of what plan would be used for evaluation, communication with parents, and informing them of the program at the beginning of the school year.
 - 4. A description of the process which would be used for communicating with the building administrators and other staff members throughout the year.
 - 5. A description of how the job-sharing assignment would be introduced to the students so as to provide for consistent classroom procedures, expectations, and discipline.
- E. All requests for a job-sharing assignment would first be submitted to the building principal for review. The building principal would then forward the plan to the Director of Administrative Services, who in turn will review all plans prior to the granting of final approval.
- F. In a shared assignment, each teacher will cover, when possible, for the other at the per diem rate when absences occur.
- G. In assuming a job-sharing assignment, teachers will be making a commitment to this program for one year only. Intent to return to a full-time position for the following school year must be submitted to the Superintendent 60 calendar days prior to the end of the current school year. Teachers requesting return to a full-time position will have full return rights, provided there is a position for which the teacher is certified and qualified to teach, according to Article XII, Reduction in Personnel and Annexation and Consolidation of Districts.

APPENDIX D

1. Teachers of Grades 1 through 5
2. Teachers of Music, Art, Media, and Physical Education
3. Counselors
4. Teachers of all Subjects, Grades 6 through 12
5. Teachers of all Special Education Classes
6. Department Heads
7. Social Workers
8. Speech Therapists
9. Psychologists
10. Teachers of State or Federally funded programs
11. Vocational Certified Teachers employed to teach programs designed by the Oakland Technical Center - Northwest Campus administration.

APPENDIX E
MEMORANDUM OF UNDERSTANDING

RESPONSIBILITIES AND ACCOMMODATION FOR SHARED TEACHERS

1. Committee Activities
Committee activities are voluntary on the part of staff.
2. Parking
Administrators will make reasonable accommodations for the parking of teachers' vehicles at their buildings during the school day.
3. Faculty Meetings
If a teacher's work day does not permit him/her to attend staff meetings in the building in which they start their day, other accommodations will be made for them to receive the information. A session the following day with the principal and/or designee will be suggested.
4. Open House
Open House attendance is mandatory at all levels. Compensatory time will be granted.
5. Parent-Teacher Conferences
Shared-time teachers between the high school and junior high school must attend a minimum of one conference session per building.
6. Progress Reports and Grade Sheets
Progress reports and grade sheets will be turned in at the secondary building where the teacher begins his/her day. The progress reports and grade sheets will be due before school begins on the day established by each building principal. Transportation of the grade sheets and progress reports to the appropriate buildings will be arranged by each building principal.
7. Classroom Assignments
Every consideration will be made to reduce the number of different classroom assignments for shared-time teachers.
8. Homeroom Assignments
The building administration will attempt to cover homeroom assignments without using shared-time teachers.
9. Supervision Assignments
Special supervision assignments during the school day will be prorated based on the shared-time teacher's time in each building. The building administration will attempt to cover these supervision assignments with full-time staff first. Shared-time teachers will have the same supervision assignments as full-time teachers before and/or after school.

**MEMORANDUM OF UNDERSTANDING
RESPONSIBILITIES AND ACCOMMODATION FOR SHARED TEACHERS (Cont'd)**

10. Forwarding of Messages by Building Secretaries

Building secretaries will be made aware of the teaching hours of all shared-time teachers.

11. Evaluation in More Than One Building

At the beginning of each school year, the principals who have shared-time and/or multiple assignment tenure teachers (more than one building) will determine who will be the primary evaluator. The intent will be that these teachers will be evaluated every two years the same as other teachers unless (1) they are new to a building or assignment and/or (2) they received any areas of "Needs Improvement" or "Unsatisfactory" on the previous year's evaluation. The building administration retains the prerogative of evaluating all teachers at any time. Probationary teachers will be evaluated every semester in each building in which they teach.

12. Travel Time Between Buildings

Sufficient time shall be allowed between class assignments for necessary traveling. Unless agreed otherwise between the teacher and the appropriate administrator, such travel time shall not impinge upon the teacher's assignment, planning time, or lunch period.

**APPENDIX F
LETTER OF AGREEMENT
BETWEEN
CLARKSTON COMMUNITY SCHOOLS AND CLARKSTON EDUCATION ASSOCIATION**

TEACHER VOLUNTARY SEVERANCE OR RETIREMENT PLAN

1. The following plan will be in effect for the period beginning **August 25, 1995** and concluding **April 8, 1996**. This provision and the opportunity to receive the corresponding stipend expires and shall be null and void after **April 8, 1996**.
2. To be eligible for participation in this program, a teacher must satisfy all of the following requirements:
 - a. The teacher must be receiving salary from the district on the last work day prior to his/her retirement or resignation;
 - b. The teacher must submit a written resignation to the district not later than April 1;
 - c. The teacher must have taught a minimum of ten (10) years in the Clarkston Community School District and have the equivalent of twenty-six (26) years in the Michigan Public School Employees Retirement System (MPSERS) in either experience or a combination of experience and purchased service credit. (A teacher may sever or retire after their 25th year if they agree to purchase five (5) years of service credit through MPSERS. In the 26th year and after, an employee can sever or retire without this requirement.)
 - d. A resignation may only be exercised between academic years or at the end of the first semester, unless otherwise approved by the school district;
 - e. In the following cases, a teacher must elect to receive the stipend or lose the opportunity forever:
 - (1) On June 30 of the year in which the teacher on the Member Investment Plan (MIP) attains thirty (30) full years of retirement service credit under the Michigan Public School Employees Retirement System (MPSERS) or if the teacher is on the Basic Plan on June 30 of the year he/she attains thirty (30) full years and is 55 years of age;
 - (2) On June 30 of the year in which the teacher attains sixty (60) years of age with ten (10) or more years of MPSERS service credit if on Basic.
 - f. Once it is received by the administration, the executed election to receive the retirement or resignation stipend may be voluntarily revoked up to seven (7) calendar days after the deadline of April 1. Exceptions may be granted at the discretion of the administration and are non-grievable.
 - g. Teachers who qualified under e. above in previous years and chose not to participate in the Voluntary Severance or Retirement Plan in effect at that time will not be eligible for this plan.

TEACHER VOLUNTARY SEVERANCE OR RETIREMENT PLAN

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3. The creation of this opportunity to receive the stipend due to retirement is intended by the parties to act as an additional benefit for those teachers who elect to voluntarily retire in order to receive benefits under the Michigan Public School Employees Retirement Act of 1979, MCLA 38.1301 et seq. The creation of this opportunity or institution of this stipend shall not in any way bind the parties or their successors to incorporate such feature in any successor collective bargaining agreement or to otherwise perpetuate the conditions outlined herein. In the event that this stipend is found to be contrary to law during the term of its existence, this agreement shall be immediately canceled. Teachers who have previously elected to receive the stipend shall continue to be covered by these provisions, to the extent permitted by law.
4. A teacher resigning under this plan cannot receive unemployment compensation.
5. All taxes and withholdings will be made by the school district at the time of payment of the stipend.
6. The payment schedule shall be as follows:

1995-96

<u>Number of Plan Participants</u>	<u>Years of MPSERS Service Credit</u>	<u>Dollar Amount Per Full Time Teacher</u>
0 - 7		- 0 -
)	30 or More	\$ 18,000
)	29	\$ 22,000
8+) Total	28	\$ 26,000
)	27	\$ 30,000
)	26	\$ 34,000
)	25* (See 2.c. Appendix F)	\$ 34,000

All earned credit time (college, other districts, etc.) will be counted in determining the separation stipend. Purchased time, up to five (5) years, may be used to qualify for separation. Years of purchased credit will not be used to diminish the separation amount. The separation amount will be computed using the official Years of Service Credit Statement from MPSERS provided at the time of election.

7. A teacher who satisfies the requirements, as set forth, to receive the stipend shall, before the effective date of his/her resignation, make a written election of the form of payment as described in 8., below to receive payment of the stipend.

TEACHER VOLUNTARY SEVERANCE OR RETIREMENT PLAN

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8. The stipend is for a full time teacher. A teacher working less than full time wishing the stipend shall have the dollar amount prorated in accordance with their contract proration. The payment shall be made as follows:

8.1. Lump sum on the second pay in September of the school year following retirement/resignation.

8.2. Lump sum on the second pay in February of the school year following retirement/resignation.

8.3. Two equal payments:

8.3.1. Second pay in September 1996 and second pay in February 1997.

Payment may be made earlier by mutual agreement of both parties but only for the sole purpose of purchasing Michigan Public School Employees Retirement System additional retirement credit.

9. This stipend will be paid in addition to any other separation benefits in the master agreement.

10. Teachers will be allowed to purchase years of retirement credit from MPSERS to be eligible for this stipend.

Teachers must provide evidence of years of service credit from MPSERS at the time of election (official MPSERS Years of Service Credit Statement. At that time, the teacher must declare if they are retiring or severing from the district.

12. **Important Note:**

An eligible teacher is free to elect or reject the opportunity for the stipend. A rejection of it will not have any impact on the teacher's current or future employment.

This Letter of Agreement is between the Clarkston Board of Education and Clarkston Education Association as noted by each representative.

For the Board of Education

For the Clarkston Education Association

Date

ELECTION FORM

**CLARKSTON COMMUNITY SCHOOLS
TEACHER VOLUNTARY SEVERANCE OR RETIREMENT PLAN**

The undersigned certified staff member hereby elects to receive the Teacher Voluntary Severance or Retirement Stipend. In exchange for the Stipend, the undersigned agrees to:

1. Separate employment with the Clarkston Community Schools on or before August 25, 1996.
2. Execute an Agreement and Release as submitted by the school district.

The undersigned is making this election under his/her free will and understands if he/she were to reject this Plan that such rejection would have absolutely no impact on his/her current or future employment.

Proof of years of service credit from Michigan Public School Employees Retirement System (MPSERS) must accompany this election form.

- I am retiring from Clarkston Community Schools under MPSERS guidelines.
- I am severing my employment with Clarkston Community Schools. I do not plan to retire under MPSERS at this time.

Dated: _____

Accepted by the Clarkston Community Schools:

By: _____

Dated: _____

Its: _____

**CLARKSTON COMMUNITY SCHOOLS
TEACHER VOLUNTARY SEVERANCE OR RETIREMENT PLAN
AGREEMENT AND RELEASE**

This Agreement is made and entered into between _____ (hereinafter referred to as the "Employee"), and Clarkston Community Schools (hereinafter referred to as the "School District"), a school district organized under the laws of the State of Michigan.

W I T N E S S E T H

WHEREAS, Employee has applied for benefits under the School District's Voluntary Severance or Retirement Plan (hereinafter referred to as the "Plan") on or about _____, 19__;

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements contained herein, it is agreed between Employee and the School District as follows:

1. The employee retires from/voluntarily severs his/her employment with the School District effective _____.
2. The School District accepts the Employee's retirement/voluntary severance effective _____.
3. The Employee agrees that by execution of this Agreement, that he/she voluntarily resigns his/her employment with the School District, and that the Employee will not in the future seek employment with or by the School District. The Employee further acknowledges that based on the considerations of this Agreement and Release, the Employee is not now and will not ever in the future be eligible for such employment or recall to employment based upon any rights to recall or seniority the Employee might otherwise have been entitled to because of the Employee's employment with the School District.
4. The Employee shall receive from the School District, in the manner herein described, the sum of _____ Dollars as consideration for this Agreement and for the execution by the Employee of this Agreement and Release. The Employee shall receive said sum of _____ Dollars in the following manner:

Lump sum on the second pay in September of the school year following retirement/resignation.

Lump sum on the second pay in February of the school year following retirement/resignation.

Two equal payments:

The second pay in September 1996 and the second pay in February 1997.

Other: _____

**TEACHER VOLUNTARY SEVERANCE OR RETIREMENT PLAN
AGREEMENT AND RELEASE (Cont'd)**

Page Two

5. The Employee, in consideration of the School District's promise in Paragraph 3 of this Agreement, releases and forever discharges the School District and the School District's current and former School Board, individual School Board members, any other elected or appointed School District officials, administrators, employees, agents, and representatives from any and all claims, actions, or suits arising from or related to his/her employment with, voluntary severance, or retirement from the School District including, but not limited to:
 - A. Any claim, action, or suit alleging that he/she was illegally, improperly, or unfairly forced to retire from or sever his/her employment with the School District.
 - B. Any grievance, claim, action, or suit alleging that the School District breached any provision of its policies, procedures, ordinances, employment agreements, or collective bargaining agreements.
 - C. Any claim, action, or suit alleging that the School District illegally discriminated against him/her in violation of any state or federal law or constitutional provision.
 - D. Any claim, action, or suit alleging that the School District discriminated against him/her on the basis of his/her age in violation of any federal or state law relating to age including, but not limited to, the Age Discrimination in Employment Act, 29 USC 621 et seq., or the Elliott Larsen Civil Rights Act, MCLA 37.2201 et seq., MSA 3.548 (201) et seq.
 - E. Any claim, action, or suit over which any local, state, or federal administrative agency would have jurisdiction alleging that he/she was improperly separated, treated, or discriminated against as an employee of the School District.
 - F. Any claim, action, or suit over which any state or federal court would have jurisdiction including, but not limited to, any claim of mental and/or physical injury, damage to, or loss of personal or professional reputation, defamation, intentional infliction of emotional distress, or violation of constitutional rights.
 - F. Any claim, action, or suit for salary, fringe benefits, and/or other costs, expenses, or attorney fees.
6. The School District hereby advises the Employee to consult with an attorney prior to signing this Agreement and submitting it to the School District. The Employee agrees and acknowledges, by signing this Agreement, that he/she received a copy of this Agreement and had an opportunity to review it for at least forty-five (45) days prior to submitting it to the School District signed by the Employee.
7. This Agreement may be revoked by the Employee by so notifying the School District, in writing, within seven (7) days from the date it is submitted to the School District signed by the Employee. If this Agreement is not so revoked, it shall become effective, enforceable, and irrevocable.

**TEACHER VOLUNTARY SEVERANCE OR RETIREMENT PLAN
AGREEMENT AND RELEASE (Cont'd)**

Page Three

8. The Employee acknowledges and agrees that the benefit of this Agreement is being offered only to the School District employees who meet all of the eligibility conditions set forth in the Letter of Agreement entitled Teacher Voluntary Severance or Retirement Plan between the School District and the Clarkston Education Association, dated August 25, 1995, which is incorporated by reference herein and attached hereto.

9. The Employee represents that he/she understands that he/she is free to elect or reject the Plan, and further understands that a rejection of the Plan will have absolutely no impact on his/her current or future employment with the School District.

10. The Employee represents and agrees that he/she has carefully read and understands all the provisions of this Agreement and understands that this Agreement and Release sets forth the entire agreement between the Employee and the School District and fully supersedes any and all prior agreements of understanding between the Employee and the School District pertaining to the subject matter hereof. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or any particular whatsoever, except by writing, duly executed by each of the parties or by an authorized representative of each of the parties hereto.

Executed at _____ Michigan, this _____ day of _____, 19_____.

WITNESSES:

EMPLOYEE:

SCHOOL DISTRICT:
CLARKSTON COMMUNITY SCHOOLS

By: _____

Its: _____

**LETTER OF AGREEMENT
BETWEEN
CLARKSTON COMMUNITY SCHOOLS
AND
CLARKSTON EDUCATION ASSOCIATION (MEA-NEA)**

ONGOING PROBLEM SOLVING

In accordance with the understandings reached between representatives of the Clarkston Community Schools and the Clarkston Education Association, the parties agree as follows:

1. In addition to the issues settled in the ACCORD negotiations, there are ten remaining issues which the parties have agreed to resolve through the ACCORD processes and procedures.
2. The problems to be resolved include:
 - a. Utilization of resources and the learning environment.
 - b. Site-based budget allocation process/with fair distribution of materials for classroom operations.
 - c. Student placement guidelines/distribution of special needs students.
 - d. Calendars for the 1996-97 and 1997-98 school years.
 - e. Clarification of leave days and usage.
 - f. Sick Bank - a loan/payback process.
 - g. Defining what constitutes a middle school preparation.
 - h. Heating and cooling problems
 - i. ACCORD language in the Successor Agreement
 - j. Review of evaluation forms.
3. In addition to the above issues, ACCORD will address other problems and concerns during the three years covered by the contract.

This letter of agreement constitutes the entire understanding of the parties with respect to the Ongoing Problem Solving and shall not be deemed precedent setting with respect to the contract and/or the policies and procedures of the Clarkston Community Schools and/or the Clarkston Education Association.

4. The ACCORD Committee will meet monthly during the school year.

ADDENDUM I

BENEFIT SUMMARY IN BRIEF

Your Life Insurance Benefits

Underwritten by Phoenix Home Life Insurance Company (Certificate provided separately)

Life Insurance	\$10,000
Accidental Death and Dismemberment Insurance (AD & D)	\$10,000

You and Your Family Health Plan

Underwritten by Blue Cross Blue Shield of Michigan, other insurance policies secured by Clarkston Community Schools

Lifetime Maximum Benefit	\$5,000,000
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Inpatient Hospital Charges (when medically necessary. Includes semi-private room and board)	100%UCR*
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Outpatient Charges

Emergency accident or injury	100%UCR
Emergency illness	90%UCR
Outpatient department surgery	100%UCR
Radiation therapy and chemotherapy	100%UCR

Surgery and Anesthesia Charges

Participating doctors	100%UCR
Non-Participating doctors	
Surgeon's charges	100%UCR
Assistant surgeon's charges	100%UCR
Anesthesiologist's charges	100%UCR

In-Hospital Medical Visit Charges	100%UCR
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Newborn Wellness Visits (First four weeks)	100%UCR
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Diagnostic X-Ray and Laboratory Charges (outpatient)	100%UCR
--	---------

Cancer Screening Exams (Mammograms, Colon/Rectal, Pap Smear, Prostate)	100%UCR
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Prescription Drug Charges - Prescription Drug co-pay of \$2.00 for generic drugs/\$7.00 for brand name drugs.
(No co-pay with mail-in maintenance drugs)

Home Health Care Charges (Each Benefit Period)	100%UCR
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Hospice Care Charges

\$5,000 maximum for the family unit.

Covered charges for in-patient hospice and in-home care prior to death	100%UCR
Family Counseling	\$25/session

Medical Care Management

Medical Case Management is an additional benefit available when a catastrophic medical problems occurs.
(i.e. neurological injury, cancer, etc.)

**ADDENDUM I
BENEFIT SUMMARY IN BRIEF (Cont'd)**

- Human Organ Transplants
 - \$1,000,000 transplant benefit maximum during a benefit period
 - Covered charges for heart, heart-lung, liver and pancreas 100%UCR
 - Anti-rejection drugs Covered 100% first year, then up to \$10,000 per year thereafter
 - Office visits, home health care, visiting nurses, cardiac rehabilitation, durable medical equipment, surgical storage and transportation costs of organ procurement Up to \$10,000 each transplant
 - Transportation, meals and lodging for the recipient and one other person (two if the patient is age 18 or under) during a benefit period Up to \$10,000

- Miscellaneous Charges - After the satisfaction of a \$50 cash deductible for any one individual or \$100 per family in a calendar year, miscellaneous covered charges are reimbursed at 90% of such covered charges during the remainder of the calendar year.

- Outpatient Psychiatric (maximum 50 visits per year) 90% UCR
- Skilled Nursing Facility Room and Board 90%UCR
- Non-participating facility up to \$45 maximum daily charge

- Physician charges. Private Duty Nursing (RN-LPN), Professional Ambulance, Oxygen, Blood and Plasma. Artificial Limbs. Prosthetic Devices, Braces 90%UCR

- Allergy, Maximum reimbursement \$625 per calendar year
- Testing 100%UCR
- Treatment and supplies 90%UCR

- Family Stop Loss \$1,000 per calendar year

*Usual Customary & Reasonable

AGREEMENT

BETWEEN

THE CLARKSTON COMMUNITY SCHOOLS BOARD OF EDUCATION

AND

CLARKSTON EDUCATION ASSOCIATION

This Agreement entered into this _____ by and between the Board of Education of the Clarkston Community Schools, Oakland County, Michigan, hereinafter called the "Board" and the Clarkston Education Association, hereinafter called the "Association."

WITNESSETH

Whereas, the Board has a statutory obligation, pursuant to Act 379, of the Michigan Public Acts of 1965, to bargain with the duly elected representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the members of the teaching profession are qualified as a group to assist in formulating programs designed to improve educational standards and to make recommendations in the formulation of policies, and

Whereas the Board and the Association recognize and declare that providing a quality education for the children of the Clarkston Community Schools 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 Board and the Association have reached certain understandings which they desire to set forth in writing,

Therefore, in consideration of the following mutual covenant, it is hereby agreed as follows: