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**COLLECTIVE BARGAINING AGREEMENT**

**between the**

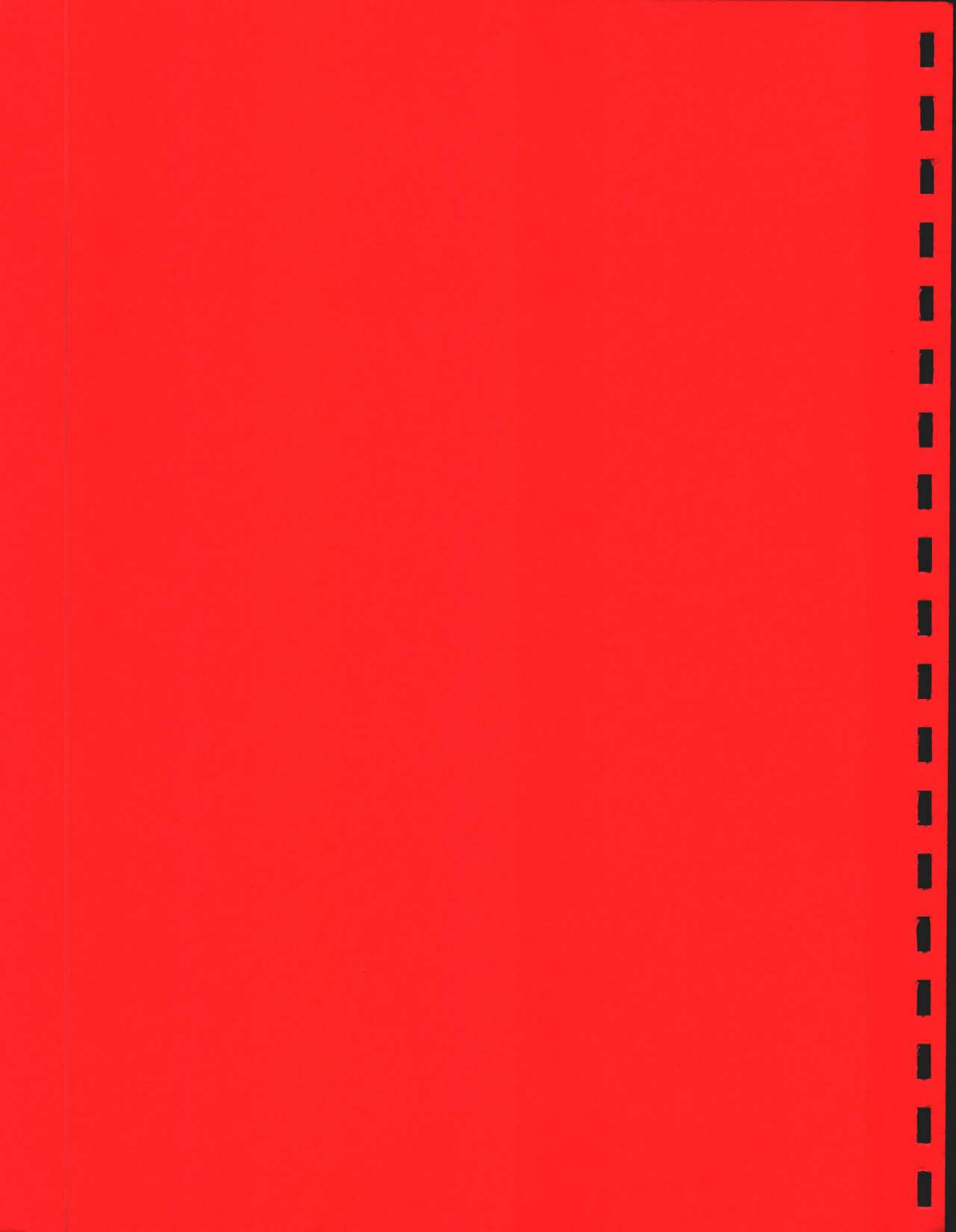
**MEA - NEA LOCAL I**

**and the**

**BOARD OF EDUCATION**

**Mount Clemens Community School District  
June 29, 1994 to August 31, 1997**

*Mount Clemens Community School District*



AGREEMENT

between

MEA-NEA LOCAL I

THE MOUNT CLEMENS COMMUNITY SCHOOLS' BOARD OF EDUCATION

The MEA-NEA Local I hereinafter called the "Association" and its local designee the Mount Clemens Education Association MEA-NEA, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, and the Board of Education of the Mount Clemens Community School District hereinafter called the "Board", do hereby agree that the welfare of the children of the school district is paramount in the operation of the school and will be diligently promoted; that the good morale of the teaching staff is necessary to the greatest welfare of the children; and that members of the teaching profession should assist in the formulation of policies and programs designed to improve educational standards. To promote these objectives, the parties do hereby agree as follows:

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SECTION I -- RECOGNITION

- A. The Board hereby recognizes the Association (MEA-NEA Local I) as the exclusive and sole negotiations representative for all personnel certified and/or approved by the Michigan State Board of Education under contract or on leave, employed by the Board, excluding those positions listed in Appendix D. of this Agreement, as provided and limited by the provisions of Act 379, Public Acts of 1965 of the Michigan Legislature. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. The term "Association" where used herein after in this Agreement shall refer to MEA-NEA Local I, and its local designee the Mount Clemens Education Association MEA-NEA through its president and other official representatives.
  
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

SECTION II -- BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. Both parties to this Agreement recognize that because of limitations which apply, and for sound business practices in the operation of the schools, the Board of Education has the responsibility of limiting expenditures to reasonably anticipated revenues.
- B. The Board and the Association agree that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, including, but without limiting the generality of the foregoing, 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 in respect to the execution of their professional duties and responsibilities.
  2. To hire all employees, and, subject to the provisions of the law and this Agreement, to determine their qualifications, and the conditions of 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 determine the appropriate means and methods of instruction giving due consideration to the individuality of children and teachers, the selection of textbooks and other teacher materials, and the use of teaching aids of every kind and nature.
  5. To determine class schedules, non-teaching activities, the hours of instruction, and the duties, responsibilities, and assignments of teachers with respect thereto, and the terms and conditions of employment. Mandatory subjects of bargaining shall remain subject to bargaining between the parties unless specifically and expressly waived by this Agreement.
- C. 1. The Board and Local I mandate that both parties implement an Affirmative Action Program in the recruitment, hiring and retention of multi-ethnic teachers. Local I agrees to assist in the development of viable procedures with the use of MEA and NEA resources.
2. Hiring  
It is mutually agreed that the Board vigorously will pursue a policy of recruiting and hiring minority educators for vacancies which may occur within the bargaining unit. Local I agrees to assist in the development of viable recruitment procedures, including the use of MEA resources, upon request of the board.

3. Transfers

The Board shall have the right to make transfers which are necessary to achieve or maintain racial balance within schools. Such transfers shall be implemented in accordance with the procedures outlined in Section VIII of the Agreement.

4. Promotion

The Board shall have the right to utilize an affirmative action plan in its promotion policies in order to reflect the ethnic make-up and gender of the student population in the composition of the district's administrative staff. Such promotions shall follow the procedures outlined in Section VIII of the Agreement.



SECTION III -- ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board, as duly elected body exercising governmental powers under the laws of the State of Michigan, undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall, upon proper application and/or approval, be permitted to hold meetings in school facilities. Such use shall be free of charge, provided no additional custodial service cost is involved for the school district. The Association agrees that all of its Association activities will be conducted so as not to interfere with regular classroom teaching duties and their related obligations.
- C. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- D. A bulletin board for the Association's exclusive use shall be provided near the teachers' mailboxes, or in a location mutually agreed upon, in each school building. All notices shall be posted only with the approval of the chief building representative of the Association, or of the designated representative, in an orderly manner, and shall be limited to the official affairs of the Association. Posting of any Association materials shall be limited to said bulletin board.
- E. The Association shall have the right to use, on the school premises, equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use provided prior approval is obtained from the building principal or his/her designee. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for the cost of any repair which may result from any damage to the equipment through such use.
- F. The Association, through its official representatives, may use the district mail service and teacher mail boxes for official communications to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

- G. Duly authorized officials of the Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.
- H. The Board will advise the local Association when there will be consideration at their meetings of new tax programs, or major revisions of educational policy.
- I. Teachers shall be entitled to full rights of citizenship and no political or religious activities, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers. However, no teacher shall use instructional privileges for private gain, or to promote personal, political, or religious activities. The personal and private life of any teacher is not within the appropriate concern or attention of the Board except if it is a detriment to the performance of the teacher's assignment.
- J. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status or handicap so long as such categories do not impair or affect the individual's ability to perform the position assigned.
- K. 1. The Association President shall be provided with up to three (3) hours released time daily to conduct Association business. The Association shall reimburse the Board for one (1) hour of daily salary of the president if such time is used. The Board shall continue to provide all other benefits. The Board agrees to pay for up to two (2) hours of release time daily for the Association President. This release time will afford the Association President the opportunity to meet regularly with the Superintendent to discuss pertinent school issues.
2. The Board agrees to release Association members, without loss of time or pay, for official business. A maximum of forty (40) days can be used in this manner by the Association. Of those forty (40) days, the first thirty-five (35) shall be granted automatically provided the Association gives the Superintendent three (3) school days notice of absence. The remaining five (5) will be granted subject to prior approval by the Superintendent. At no time will more than three (3) people be absent for Association business without the Superintendent's approval.

The Board will meet all costs of the first twenty (20) days absences. The Association will pay the substitute costs for all additional days.

- L. In the event a district-wide full day in-service program is held, the Association, upon notice to the Superintendent, may use the first hour of that day for Association business meetings.
- M. 1. Each teacher shall have the right to review the contents of his/her personnel record(s). A representative of the Association may accompany the teacher at this review. All such reviews shall be made in the presence of the Superintendent or his/her designee. Confidential credentials from universities and professional letters of recommendation that were written before the Federal Rights Act are specifically exempt from such review. Those written after the Act can be reviewed by the teacher unless s/he has waived his/her rights concerning those documents.
2. Prior to placement of any written document in the personnel record(s), a teacher and his/her Association representative, upon request, may have a conference with the appropriate administrator. No material is to be placed in such record without the prior knowledge of the teacher.
3. Each teacher shall receive a copy of any written document to be placed in the personnel record(s) and may reply in writing to any addition to his/her personnel record(s). The teacher's reply will be stapled to the item placed in the personnel record(s).
- N. A teacher at all times shall have the right to have an official of the Association present when s/he may be subject to verbal or written reprimand or discipline. A meeting with the above parties will be held by the administrator for purposes of reprimand or discipline. If a reprimand or disciplinary action is contemplated, the teacher is to be notified prior to the meeting. If an Association official is present on behalf of the teacher, the administrator shall, at his/her discretion, have another administrator present.
- O. No teacher shall be disciplined (including verbal or written warnings and reprimands, suspensions, reductions in rank or compensation, discharges or other action of a disciplinary nature) or deprived of a professional advantage without just cause and due process. Any such discipline shall be subject to the grievance procedure of this contract, including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
- P. Any teacher called before the Board on a charge shall have a due process hearing. The teacher and the Association shall have the right representation to plead his/her case; the teacher shall be informed of this right. Any evidence not previously recorded in the teacher's personnel record(s) prior to any notification of the demotion, suspension, or involuntary change in employment status shall not be used by the Board or its agent as a basis for its action.

- Q. Any teacher who is given a written reprimand which is to be placed in his/her record(s) shall have the right to appeal that decision to the Superintendent. A teacher shall have the right to write a rebuttal which shall be stapled to the written reprimand and placed in his/her record(s).
- R. Any written record of a disciplinary measure which is kept in either the building administrator's or the central office file shall be followed up within a period not to exceed thirty (30) days by an administrator's report of the action the teacher has taken to correct the problem for which s/he has been disciplined.
- S. All materials of a negative nature, except transcripts, letters of recommendation and evaluations, shall be expunged from the personnel record(s) after four (4) years. Evaluations shall be expunged after ten (10) years upon request of the individual teacher.
- T. The Board shall not participate in any form of multi-district pre-kindergarten through grade twelve consortium in order to delegate, transfer, or receive services or functions of the kind and nature currently being provided by the members of the Association's bargaining unit. No Mount Clemens teacher will be displaced and/or laid off due to Mount Clemens students transferring to classes offered by another other member districts of that consortium. Mount Clemens shall be the employer of record for all Mount Clemens teachers.

#### SECTION IV -- ASSOCIATION AND TEACHER RESPONSIBILITIES

- A. The Board and the Association pledge themselves to seek to provide full equality of educational opportunity to all pupils.
- B. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not instigate, participate in, encourage or support any strike, as defined by Section VI of Public Act 379 of 1965 of Michigan as amended, against the Board by a teacher or group of teachers.
- C. The Association and the Board agree that the improvement of instruction, and the development and revision of the school program are a joint responsibility of teachers and administrators. Both parties will, therefore, lend their full support to the successful operation of all regularly scheduled professional meetings designed for these purposes.
- D. Attendance at and participation in school parent and/or student activities, within the teacher's building, which do not require preparation time beyond the normal school day is considered by both parties to be a normal responsibility for all teachers. Such responsibility shall not extend beyond attendance and participation, in a professional capacity, at no more than two such activities per semester, as coordinated and scheduled by the building principal at the beginning of each semester. A teacher who gives advance notice shall be excused for reasonable cause from attendance at an activity; the principal may reschedule such a teacher for another activity.
- E. It is recognized by both parties that the successful operation of the schools includes responsibilities which extend beyond the standard teaching duties. Teachers may, therefore, rightfully be expected to assume their fair share of such responsibilities which fall within the normal hours of service.
- F. The Association recognizes that abuses such as chronic tardiness and absences reflect adversely upon the teaching profession and create an undesirable condition in school buildings. The Association will use their best efforts to discourage breaches of professional behavior by any member of their organization.
- G. In order to promote a coordinated and articulated K-12 curriculum there shall be a Curriculum Council composed of Association members and Administration.
- H. A Joint Advisory Council of the Board will function through mutual interest and cooperation of the Association, administrators, students and shall operate under its Constitution.
- I. 1. Maintaining discipline shall be the responsibility of all certified personnel. To this end, the procedures set forth in the official discipline policy for the school system shall be observed.

2. When a behavior problem exists in a classroom, the teacher will discuss with the student the specifics of that problem. If the problem persists after the student/teacher conference, the teacher must arrange for a parent/teacher conference and notify the principal in writing. Should the behavior problem continue after the parent/teacher conference, the teacher is to seek assistance from the principal.
  3. If the behavior problem is disruptive of the classroom, the student may be sent or taken to the appropriate administrative office. The student shall not be returned to the class until after consultation by the principal with the teacher. Written information regarding the disruptive behavior is to be sent to the administrator by the end of the school day. Within two (2) days of the student's return to the classroom, the teacher will receive, in writing, the administrator's disposition of the situation with direction or information regarding further action by the teacher and/or administrator.
- J. Teachers shall be expected to exercise care with respect to the safety of pupils and property as required by law.
- K. 1. There shall be a district school improvement team which shall be known as the District Coordinating Council (DCC)
- The DCC shall be composed of at least:
- a. One principal and the chairperson of the school improvement team from each building. The association member must be chosen by the association members in that building and must be a member of their building based team.
  - b. The Assistant Superintendent for Instruction and the District Association President
  - c. The Superintendent (as ex-officio member)
  - d. Other members may be added by joint agreement of the Association and Board of Education.
  - e. The chairperson shall be elected by the committee.
  - f. Upon request of the committee, the administration will supply secretarial services.
2. The purpose of the DCC shall be:
- a. To share information
  - b. To coordinate activities of individual building teams

- c. To report regularly to the Board of Education concerning school improvement activities
  - d. To recommend to the Board of Education revisions or additions to the district school improvement plan which will be submitted to the state
- L. 1. The conditions which follow shall govern employee participation in any "School Improvement Plan":
- a. Participation in leadership of a school team will be voluntary
  - b. Participation or non-participation on the School Improvement Plan (SIP) shall not be used as a criterion for evaluation, discipline or discharge
2. Each building shall have a site-based decision making team. Its members shall be:
- a. The Principal(s) of the building
  - b. Teachers who shall be elected by association members. The majority of the membership will be teachers
  - c. Other school employees
  - d. Non-employee consultants may be used with the consent of the committee members
  - e. Other members may be added by joint agreement of the building team
3. The chairperson of the committee will be selected by the committee
4. The purpose of each building team shall be: to participate in a joint planning and problem solving process that seeks to improve the quality of work life in the school and the delivery of quality education.
5. Decisions made by the building team shall not violate the master agreement and will be approved by the Association and the Board prior to implementation of the decisions. Committee decisions will be by consensus.
6. Because site-based decision making is a process and not a specific program, it permits and even encourages change. Ongoing school improvement efforts demonstrate that the scope and structure of the site-based decision making effort change dramatically over time.

SECTION V -- TEACHING CONDITIONS

A. The parties mutually recognize the importance of limiting class size and/or student load to the lowest number which is consistent with sound educational practice, and they further recognize that the accomplishment of this objective is dependent upon the number of classrooms available, the financial ability of the school district to employ the required number of teachers, the availability of competent teaching personnel, and fluctuations of student population in the district.

1. To further these objectives, the Board agrees, whenever possible, that the class size shall not exceed the following maxima except in the traditional large group instruction or innovative classes where teachers have voluntarily agreed to exceed these maxima. The size of a given class grades 9-12 may exceed the stated maximum by no more than 4%, provided that: a) the affected teacher's daily maximum is not then exceeded, b) the number of students in the class does not then exceed the number of student stations ordinarily in that classroom, and c) the same class is not offered at the same time in another room to fewer students than the stated class maximum.

a. <u>Elementary</u>	Class Maximum	Daily Maximum
Developmental Kdg	18	36
Kindergarten	25	50
First grade	25	25
Second-Third grade	27	27
Fourth-Fifth grade	29	29

b. <u>Middle School</u>	Class Maximum	Daily Maximum
Sixth-Eighth grade	30	150

- (1) To insure an equitable distribution of special education students in regular education classes, the building principal will take steps to assign an equal number of special education students to all classes affected.
- (2) The class size for vocal music in the Middle School may be increased up to 45 students with the agreement of the vocal music teacher.

c. <u>Secondary</u>	Class Maximum	Daily Maximum
Social Studies	28	140
Science	26	130
with this exception:		
Basic Science	24	120
Language	25	125
Business	28	140
with these exceptions:		
Intro to Computers	25	125
Word Processing	25	125
Typing	35	175
Industrial Technology	24	120
Drafting	25	12
Life Management Skills	24	120
Music (Vocal)	45	225
Music (Instrumental)	40**	200
Physical Education	40	200



Health	30	150
Art	24	120
Planetarium	30	150
English	28	140
with these exceptions:		
English I-IV	25	125
Creative Writing	25	125
Intermediate Composition	25	125
Advanced Composition	25	125
AP English	25	125
Journalism	25	125
Yearbook	25	125
Mathematics	28	*140
with these exceptions:		
Math Skills I-IV	25	125
Consumer Math I-II	25	125

- (1) "Leader Students" or student laboratory assistants shall not be counted toward class size or daily maxima as in A,1,c. above.

\*\*A committee of representatives from the Board of Education and Association will meet to study instrumental music class size.

d. Special Education

(1) Caseload

Occupational Therapy	25
Physical Therapy	25
Learning Disabled	15
Emotionally Impaired	15
Educable Mentally Impaired	15
Teacher Consultant	25
Physically or otherwise Health Impaired	15

e. Preschool

Preschool class sizes shall not exceed a pupil teacher ratio of 1-24.

f. Remedial Education

Class size shall not exceed the pupil-teacher ratio as provided by the State Department of Education.

2. When conformity to class size limitation in A,1,a and b above would force the Board to change attendance area boundaries, or bus, or send students to schools outside their attendance area, the Association and Board shall meet to explore mutually agreeable solutions to the problem(s).

3. The Association will be informed by the administration when a class exceeds the contractual maximum. The administration shall have twenty (20) school days to resolve the situation with the Association.
4. In the case of the following personnel, the daily student load shall not exceed the following maximum:

<u>Elementary</u>	<u>Maximum</u>
Physical Education	270
Vocal Music	270
Art	270

5. In the case of the following personnel, the student load shall not exceed the following maximum:

a. <u>Middle School</u>	<u>Maximum</u>
Counselor	400
b. <u>Secondary</u>	
Counselor	350

- B. To assure the purchase of instructional materials, supplies, and equipment which will best meet the needs of teachers and students in the instructional process, and to promote the full utilization of such aids to learning, the Board of Education agrees to give full consideration to the recommendations of staff members in the selection, purchase and building distribution of such instructional media.
- C. The Board agrees to make available adequate typing and duplicating equipment and supplies for each school building. To further relieve teachers of clerical work relating to the instructional process, the Board will provide, within the limitation of funds and personnel time, as much secretarial or clerical assistance for each building as possible.
- D. As a minimum requirement, the Board of Education will make available for teacher use in each building a properly furnished and equipped lounge--work area in which smoking will be permitted and a teachers' lavatory. In any new construction resulting in major modification of a building, the standard for the school district will be one (1) lavatory for every fifteen (15) professionals.
- E. Telephone service within school buildings is available to teachers for their professional use. Teachers are not to use the school's business telephone(s) for personal purposes except in emergencies. All long distance telephone calls whether for emergency or professional purposes must be recorded in the principal's and/or supervisor's office
- F. In schools where continuous cafeteria service is not available, a vending machine for beverages will be installed, if requested by the teachers of the building, provided that this is economically feasible and that the machine is serviced by the company or a designated staff member. The use of the profits from vending machines shall be determined by the teachers of that building.

- G. The Board of Education will endeavor to provide adequate off street parking facilities for teachers within reasonable distance from the school.
- I. 1. Teachers shall not be required to work under conditions which are deemed unsafe or hazardous by the Association President and Superintendent or their designated representatives or to perform tasks which in the opinion of such representatives endangers their health, safety or well-being. In the event the above conditions prevail, the Superintendent or a designated representative will attempt to provide timely notification.
2. When the physical condition of the classroom impairs the learning environment, the teacher and the principal or the principal's designated representative should jointly decide on a course of action acceptable to both parties.
3. Maintenance and repairs, except in emergency situations, will not be performed by school district personnel in rooms where classes are in session unless the teacher consents.
- J. Preparation Time
1. Elementary  
The elementary classroom teacher shall have a minimum of 250 duty free minutes preparation time per full week divided into daily 50 minute blocks. The elementary classroom teacher shall escort his/her students to and from the special area class(es) and buses in a manner that will insure his/her full planning time.
- Special area and Special Education teachers shall have preparation time equivalent to elementary classroom teachers. If a special area teacher is required to travel to more than one school during the school day, such teacher shall have a 15 minute block of preparation time. It will be the responsibility of the building principal and special area teacher to meet and work out a schedule.
2. Secondary teachers shall have a minimum of 275 minutes of preparation time per full week, scheduled with daily 55 minute time blocks. Secondary counselors and librarians will have a minimum of 275 minutes of planning time per full week, but are not guaranteed 55 minute time blocks.
- K. All teachers are required to make lesson plans for a week in advance. The lesson plans are to be available at the teaching station for the use of substitutes and for inspection by administrative personnel. They should be detailed enough to permit class work to be carried on without interruption and include the expected objective (outcome) and activities/resources. Teachers will have their lesson plans prepared and provide the second NCR copy to their building administrator on Monday. Once a week at the elementary level, only twenty minutes of a teacher's preparation time may be used exclusively for grade level curriculum meetings.

L. Emergency Substituting Assignments

1. The personnel on the emergency substitute list shall be used only when a regular substitute cannot be obtained.
  2. All professional staff not assigned to a regular classroom, all professional staff with any assigned duty hour(s), and all administrative staff will comprise the emergency substitute list. Special area teachers whose absence will effect elementary planning time, shall be excluded.
  3. At the beginning of each semester the principals shall obtain a list of volunteer substitutes (those who are willing to substitute during their planning time at their regular hourly rate). These staff members shall be asked first in cases of emergency.
  4. When it is necessary to use Association members on the emergency substitute list, they shall be compensated at \$12.50 per hour up to a maximum per day equal to the substitute rate. Emergency substitutes who are used for a full day shall receive contractually guaranteed planning time.
  5. The emergency substitute list will be used on a revolving basis. Each person will substitute an equal number of hours (relative to their available hours) and will not be called again to substitute until all other members on the list have been used. It is expressly understood that building administrators shall not be assigned as emergency substitutes outside of their buildings.
  6. The Association shall receive a monthly report updating the usage of the emergency substitute list.
- M. The teacher agrees to observe all regulations relating to the notification of absence and the need for substitute service. Directions and information regarding notification of absence and return will be provided each teacher at commencement of work for the year.
- N. The Board agrees to provide an answering service that will be available during the hours the central office is not open to be used for absence notifications. Such notification of anticipated absences will be made to building principal and central office during regular hours. Emergency absences shall be reported to the central office by 7:00 a.m. on the day of the absence. Notice of return to work must be made to central office during regular hours or not later than 7:00 a.m. on day of return. Failure to properly notify office of absence and/or return will result in loss of one half day's pay.
- O. The administration of all make-up standardized tests shall take place during the teacher's regular school hours and in no case shall the teacher be required to use his/her release or planning time for this purpose.

- P. 1. The Board and the Association agree to provide new teachers orientation relating to the community, school system procedures, administrative policies and the availability of educational resources and facilities. Three (3) periods of one (1) hour and thirty (30) minutes each will be available during the school year, after the regular hours of service, for the purpose of such orientation.
2. a. There shall be a specific tenure coach assigned by the building principal for each new teacher. The tenure coach shall be a member of the Bargaining Unit.
1. The purpose of the tenure coach is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
  2. The tenure coach shall be a tenured member of the Bargaining Unit.
  3. Volunteers for tenure coaching positions will be given first priority for assignments.
  4. The administration shall notify the Association when a tenure coach is matched with a new teacher.
  5. Every effort will be made to match tenure coaches with new teachers who work in the same building and have the same area of certification.
  6. A new teacher shall be assigned to only one (1) tenure coach.
  7. The tenure coach assignment shall be for one (1) year. The appointment may be renewed in succeeding years.
- b. Because the purpose of the tenure coach/new teacher is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the tenure coach or new teacher. Except in cases of misconduct, neither the tenure coach nor the new teacher shall be permitted to participate in any matter related to the evaluation of the other. Further, the tenure coach shall not be called as a witness in any grievance or administrative hearing involving the new teacher nor shall the new teacher be called as a witness in any grievance or administrative hearing involving the tenure coach.
- c. Upon request, the Administration shall make available reasonable release time of at least one half day per marking period so the tenure coach may work with the new teacher in his/her assignment during the regular work day. Where possible, the tenure coach and new teacher shall be assigned common preparation time.
- d. Professional development training required by law or regulation may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher.
- e. The tenure coach should be a tenure teacher appointed from the area to which the probationary teacher is assigned. The responsibility of the tenure coach begins within five (5) days of the probationary new teacher's date of commencing service.

- Q. Recognizing the increased responsibility placed upon the regular classroom teacher by integrated special education students, the Board and Association agree to the following:
1. Regular classroom and special area teachers shall have the right to attend Individual Educational Planning Committee Conferences if such teachers would be affected by the outcome of such conferences. Attendance by the teachers is voluntary.
  2. Upon request the regular classroom teachers shall receive:
    - a. Assistance with strategies necessary for maintaining special education students in regular education classes;
    - b. Inservice education on mainstreaming;
    - c. Instructional materials developed for use with mainstreamed special education students to be maintained at the Mount Clemens Instructional Materials Center.

## SECTION VI -- TEACHING HOURS

- A. The teacher's normal hours of service on school property shall be as follows:
1. Elementary Schools
    - a. Teachers shall report 15 minutes before the official start of school in the morning and may leave 10 minutes after students are released.
    - b. Building administrators may schedule a maximum of five teachers in the morning and afternoon for weekly bus supervision on a rotating basis during their contractual day.
    - c. The normal hours of service shall be six (6) hours and ten (10) minutes per day, including recess, exclusive of the thirty minute lunch period.
    - d. Classes for the morning session shall begin no later than 9:15 a.m.
    - e. Whenever possible developmental kindergarten teachers, having two sessions of developmental kindergarten or one session each of developmental kindergarten and kindergarten, will be assigned to one building.
  2. Middle School
    - a. Teachers shall be at their assigned place of duty, as determined by the principal, fifteen (15) minutes prior to the opening of the morning session.
    - b. The middle school teacher day will be seven (7) hours including the thirty minute duty free uninterrupted lunch period and preparation period. The normal daily load for teachers shall consist of five individual periods of instruction per day for five individual groups of students per week. Whittle and SSR will be contained in regular class periods. The daily preparation period will be at least fifty (50) minutes in length. Modifications may be made by mutual agreement of the representatives of the Association and the Board of Education.
    - c. Classes for the morning session shall begin no later than 8:30 a.m.
  3. Senior High School
    - a. Teachers will be at their assigned place of duty, as determined by the principal, fifteen (15) minutes prior to the opening of the morning session.
    - b. The high school teacher day will be seven (7) hours including the thirty minute duty free uninterrupted lunch period and preparation period. The normal daily load for teachers shall consist of five individual periods of instruction per day for five individual groups of students per week. Whittle and SSR will be contained in regular class periods. The daily preparation period will be at least fifty (50) minutes in length. Modifications may be made by mutual agreement of the representatives of the Association and the Board of Education.
  4. Traveling Teachers
    - a. The normal hours of service for a teacher who is on a special program which requires that s/he work in two or more school buildings shall be six (6) hours and thirty-five (35) minutes per day inclusive of the planning and travel time, but exclusive of the lunch period.

- b. Such teachers shall be provided a reasonable amount of time for the opening and closing of classrooms and for travel between buildings.

5. Special Education Teachers

- a. The normal hours of service for special education teachers serving the elementary programs shall be six (6) hours and ten (10) minutes exclusive of the thirty (30) minute lunch period. Those teachers serving programs in grades 6-12 shall work six (6) hours and thirty (30) minutes exclusive of the lunch period.

- b. Within the teacher's day, provision must be made to provide proper instruction hours for students as required by the State.

6. Part-time teachers will be at an assigned place of duty as determined by the principal. Secondary part-time teachers (with less than four teaching periods) will have planning time in the amount determined by prorating twelve (12) minutes per class hour taught.

Secondary part-time teachers (over three instructional periods) will have at least fifty (50) minutes planning time.

Any non-contractual time that falls within the contract day (such as planning period not scheduled at the beginning or end of a teacher's day) will be fully compensated.

Any assignment or required meeting beyond the contract day shall be compensated.

- B. There shall be a duty free uninterrupted lunch period for all teachers except for special education teachers assigned lunch period as part of their regular instructional assignment.
- C. During the school year, two one-half (1/2) days of released time will be provided for in-service meetings. This is in addition to the released time provided for in paragraph B, above. The District Coordinating Council shall be responsible for coordinating these in-service meetings.
- D. Part-time teachers shall be paid at the non-teaching hourly rate when requested by the administration to participate in school related activities which do not fall within his/her regular assignment, and which are not reimbursed under schedule B-1.
- E. Elementary physical education, music and art shall have up to four monthly meetings per year for area development and planning.



- F. Two (2) one-half (1/2) days of released time for elementary and middle school records shall be staggered after May 20. Two (2) additional one half (1/2) days released time for records, also to fall after May 20, shall be granted teachers of any kindergarten/DK class(es).

Double report card and conference days shall also be granted for teacher of two sessions of kindergarten/DK classes.

It is understood that if a parent cannot attend a regularly scheduled parent-teacher conference, that upon request of a parent, a teacher will schedule a meeting with said parent(s) at a mutually convenient time.

- G. In the event of state and/or national government imposed Daylight Savings Time (between October 31 and March 1) schedules, as stated in 1,c and 2,c of this section, may be adjusted up to thirty (30) minutes.

## SECTION VII -- TEACHING LOADS AND ASSIGNMENTS

- A. It is recognized by both parties to this Agreement that the assignment of teachers is the responsibility of the administrative officers of the school district. Since pupils are entitled to be taught by teachers who are working within the area of their competence, teachers will be assigned within the scope of their certificates and qualifications as defined by Section XXI, H. Persons with temporary certificates and/or permits will be employed as teachers only if provisional or permanent, or professional education certified personnel are not available.
- B. Whenever a split class is created, the principal, after consultation with the teacher(s) involved, will attempt to assign the students so that the pupil-teacher ratio in the split class is reduced. Whenever possible, inexperienced teachers will not be assigned to split classes. Efforts will be made to keep the number of split classes as low as possible.
- C. Inclusion is recognized as an educationally sound principle and shall be encouraged. Inclusion shall be defined as a special education teacher and professional aide who lend support to the students in the regular education classroom in areas where there are students identified as having difficulty as designated by their individual educational plan.

The parties recognize that children having special physical, mental, or emotional problems, as defined by rules 340.1701 to 340.1715 inclusive, may require specialized classroom experiences. In the event that such a child is to be placed in a regular classroom, the following provisions shall be made:

1. The child will be placed in the regular classroom upon the teacher's full knowledge and understanding of the child's handicap.
  2. The teacher will be supplied with adequate materials, specialized equipment and consultant services needed for proper education of the child possessing a handicap, as determined by the Individual Education Planning Committee.
  3. Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education setting, shall be invited, in writing, to participate in the Individual Education Planning Committee which may initially place (or continue the placement of) the student in a regular education classroom. At least one of the student's regular education teachers shall attend the IEPC.
  4. Every effort will be made to equalize the number of such students in a regular classroom designated for inclusion .
- D. Teachers who will be affected by a change in assignment for the coming school year will be consulted and notified prior to the last student day of any necessary changes which are known prior to that date. It is recognized that there may be the necessity for changes during the period between the last student day and the beginning of the school year and that the Board of Education reserves the right to make such changes.
  - E. In filling assignments for Adult Education, Driver Education, and Summer School, the Board agrees to post all such positions in each school building and to give due weight to the professional background and qualifications of all applicants, including the length of time each has been in the school district. To be considered for such an assignment, interested teachers must have written applications on file with the Superintendent of Schools within ten (10) days after posting of the positions. The Board

maintains the right to employ the person who, in the Board's opinion, is the best qualified person. The teaching staff of the Mount Clemens Community Schools will be given preference in the filling of teaching assignments. In the event of an emergency the Board will retain the right to appoint an instructor without posting.

- F. No student teacher for pre-service experience will be placed in the Mount Clemens Community School District without express written agreement of the Association and the Board. However, both parties agree that requests made by graduates of the district will be approved. In addition, up to a total of twenty phase I and/or Phase II teachers from any university pre-student teacher training program will be allowed per semester by the Board for placement in the Mount Clemens Community Schools. All assignments will be voluntary.
- G. Every effort will be made in the assignment at the high school of newly employed, inexperienced teachers to keep preparations to no more than two (2) per semester.
- H. Teachers who supervise para-professionals shall have written input in the employee's evaluation. The responsibility of evaluating personnel lies with the administrator.
- I. Teachers may select job sharing, by application to the Personnel Office and upon approval of the administration, pair a teaching assignment.
  - 1. These teachers are to receive full rights and protection as stated in the Master Agreement. Salaries and other benefits will be pro-rated based upon a proportion of time worked to a full teaching day.
  - 2. The job sharing teachers will accrue seniority on a pro-rated basis.
  - 3. The job sharing teachers will receive credit on the salary schedule of one half step.
  - 4. The position must be applied for by March 1 each year for the following school year.
- J. The administration will provide Board approved training for regular education teachers receiving handicapped students and all teachers having to serve medically fragile students. When the school district receives a medically fragile student who requires extraordinary care, representatives of the Board and the Association shall meet to establish an appropriate plan for medical concerns.
- K. Whenever possible participation in team teaching by the employee will be voluntary. Whether or not a teacher volunteers for service in a team teaching situation shall not be used as a criterion for evaluation, discipline or discharge. However, once a teacher is involved in a team teaching situation, their performance may be evaluated pursuant to Article XVII. Whenever possible, planning time and inservice time will be provided before and during the team teaching experience.
- L. The high school and middle school counselors' contract year will include three (3) work days in the week prior to the opening of school. Teachers will be notified of their work schedule for these days two (2) weeks prior to the date of the assignment. Compensation will be at the contractual rate in effect for the school calendar year following the extra week. This pay will be in addition to the teacher's regular contractual pay.

Administration requests for additional work days added to the school year will be compensated at the counselors' daily contractual rate.

SECTION VIII -- VACANCIES AND PROMOTIONS

A. Definitions

Vacancy: A situation where an active position within the bargaining unit is unoccupied for such reasons as leave of absence, resignation, retirement, or, an active administrative position unoccupied for similar reason. A vacancy is declared by the Superintendent if the unoccupied position is available to be filled by a contracted employee.

New Position: A position within the bargaining unit never before held by an employee, or, an administrative position never before held by an employee.

Promotion: Assignment of an employee to an administrative position.

Voluntary Transfer: Change of building placement of an employee within the bargaining unit to a position on the same pay schedule at the request of the employee.

Involuntary Transfer: Change of building placement of an employee within the bargaining unit to a position on the same pay schedule at the direction of the school administration.

Assignment: The schedule and/or grade level(s) assigned within the same building(s) to a member of the bargaining unit.

Displaced Teacher: A teacher who is unable to be placed on his/her building schedule for the ensuing school year.

- B. The Board declares its support of a policy of promotions from within its own teaching staff. In order to effect such a policy, the following procedure shall be followed in filling any administrative vacancy or administrative new position:
1. Known administrative vacancies or new positions for the current or following year shall be posted in each building and with the Association for at least ten (10) calendar days during the current year. During the summer recess, such notices will be posted with the Association only, and sent to individuals expressing an interest in such position as in 5, below.
  2. In an emergency, a position may be filled temporarily during the posted period and through the selection process.
  3. The position announcement shall list the qualifications, including specifics, needed to fill the position.
  4. In filling such positions, the Board will give due weight to professional background, experience, qualifications as posted, and length of service to the district.
  5. A teacher who has an interest in a position which may be created or become vacant during the summer shall notify the Superintendent in writing of his/her interest. Such notification must be renewed yearly.

- a. Should such a position be available, the Board shall immediately notify, in writing, those teachers who have expressed an interest.
  - b. Interested teachers so notified when making application for a position must follow outlined procedures as posted for the position within the posting period.
6. Written applications for administrative positions shall be acknowledged in writing. Following disposition, unaccepted applicants shall be notified in writing of said disposition with reasons for his/her non-acceptance to the position.
- C. The filling of non-administrative vacancies or non-administrative new positions covered under this Agreement shall be governed by the following:
1. Prior to May 15 of each school year, anticipated vacancies for the ensuing school year shall be posted. At the expiration of the posting period, the vacancies and any resulting vacancies will be filled by currently assigned teachers who have applied for the vacancies, displaced teachers and teachers on layoff, based upon the most senior teacher having the first choice. If there is no vacancy available for a displaced teacher or teacher on layoff, the administration will make the necessary transfers to facilitate maximum employment. This process shall not be applicable for mid-year vacancies.
  2. After consultation with the building principal(s), the Superintendent or his/her designee shall issue a posting for vacancies or new positions. It is expressly understood that a vacancy or new position does not have to be posted if such assignment is necessary to fill one period of a teacher's complete schedule during the current school year. If said assignment is to be continued for the ensuing school year, it shall be posted. Extra-pay assignments of less than 20 hours which extend beyond the school day or school year are not required to be posted. Furthermore, extra-pay assignments which are logical extension of a teacher's regular full-time assignment, regardless of the number of hours involved, are not required to be posted. It is understood that lunch room duty and hall supervision shall not be posted. Summer school assignments shall be posted.
    - a. Teaching vacancies or new positions for the current or following year shall be posted in each building and with Local I at least ten (10) school days prior to the actual interviewing. During the summer recess, a hot line will be established for association members to call (the number will be given to each member with their first paycheck in June).
    - b. Such postings shall contain qualifications, subject(s) and/or grade assignments, and, where needed, a job description.
    - c. Requests by a teacher to fill such a position shall be in writing.
    - d. Such positions shall be filled on the basis of the qualifications as posted. The position, as posted, will be awarded to the eligible employee who is qualified and where two or more employees are relatively equal, seniority in the district shall prevail in accordance with Section II, C, 2.

- e. The Board, when hiring personnel for bargaining unit positions, shall give preference to certified teachers on lay-off from other school districts where MEA-NEA Local I is the bargaining agent where Local I applicant(s) have qualifications equal to or better than those of other applicants, as contained in the posting and determined by the Board. Mount Clemens teachers on lay-off and eligible for recall who are certified and qualified (as defined in Section XX I,H.) for the position shall be recalled before implementing the provisions of this article.

This article shall be subordinate to and subject to the affirmative action provisions of this agreement.

- 3. Before teaching position vacancies are filled through involuntary transfer, the vacancy shall be posted for voluntary transfer as in paragraph C,1, above.
  - a. Involuntary transfer will be made only after consultation with the individual(s) involved.
  - b. Such positions shall be filled on the basis of the qualifications as posted. The position, as posted, will be awarded to the eligible employee who is qualified and where two or more employees are relatively equal, seniority in the district shall prevail in accordance with Section II,C,2.
  - c. A person involved in involuntary transfer shall be made aware of all other vacancies or new positions available at that time.
  - d. Notification will be in writing via certified U.S. mail. Notification will be at least five (5) business days prior to the transfer. There will be no "drop in" notification.
  - e. A minimum of one day training session with the person currently in the position (or a similar position). The Board will provide for substitutes.
  - f. Persons notified after the start of school will be given three (3) release days to prepare for transfer.
  - g. Teachers involuntarily transferred or displaced due to declined enrollment shall be given first consideration in returning to the position from which they were transferred or displaced, provided that they notify the Director of Personnel during the posting period for such a vacancy.

(1) If the Board initiates a transfer it shall transfer the lowest seniority teacher who meets the certification requirements and qualifications as defined in Section XXI, H. Transfers will be made to facilitate maximum employment pursuant to lay-off and recall procedures of the Collective Bargaining Agreement and Section II,C,2.

- h. Teachers involuntarily transferred within five (5) calendar days prior to the opening of school shall be granted, on request, up to six (6) hours at the non-teaching hourly rate as preparation time. Teachers involuntarily transferred during the school year, will, upon request, be provided one (1) day free from teaching assignment as preparation time. Preparation time will be under the supervision of the building administrator.
4. In the event the Board of Education decides to close a school, the Superintendent and/or his/her designee shall meet with the Association within five (5) school days after the decision to close a school has been made, at which time the details of the school closing will be discussed. Such discussion shall include:
- a. The name of the school(s) to be closed.
  - b. The name of the school(s) to receive the reassigned students.
  - c. The number of classroom teaching assignments in the receiving school(s).
  - d. The establishment of a timeline to facilitate the transfer of teachers to the receiving school(s). It is understood that such timeline shall include the completion of the transfer procedure.
    - (1) Teachers subject to involuntary transfer due to the closing of their school will be afforded the opportunity to be assigned before any other transfers move to the school(s) where students from the closed school(s) have been reassigned as long as there are sufficient positions available at the receiving school( s).
    - (2) If the students are being reassigned to more than one building, the teachers at the closed school(s) will be able to state a preference for the building to which they wish to be transferred, provided:
      - (a) A racial imbalance is not created
      - (b) There is a vacancy for which the teacher is certified and qualified as defined in Section XXI, H.
      - (c) Placement will allow retention of the most senior employees.
- D. A teacher interested in transfer to any vacancy, potential vacancy, or new position shall submit a letter of request to the Superintendent. Such requests must be renewed yearly.
- E. A file of all transfer requests will be maintained in the personnel office.



- F. Non-teaching positions as listed in this Agreement shall be posted for ten (10) calendar days.
1. In an emergency a position may be filled temporarily during the posting period.
  2. Positions which may be filled by teaching staff from other buildings than where the job is, must be posted in all buildings and with Local 1. Such positions shall be filled on the basis of the qualifications as posted. The position, as posted, will be awarded to the eligible employee who is qualified and where two or more employees are relatively equal, seniority in the district shall prevail in accordance with Section II, C, 2.
  3. Postings shall contain a brief job description.
  4. If there are no bargaining unit applicants within the ten (10) day posting period, the position or vacancy may be filled for the duration of the school year. At the end of the school year the position will be posted.
  5. If volunteers are used, they shall assist and be under the supervision of paid certificated personnel.
- G. In a year when teachers are laid off, the Board will consider the effect of the adoption of any new programs on lay-offs.
- H. Assignments as defined in A above after consultation with the persons affected will be made at the discretion of the administration. Assignments will be made within the certification requirements and qualifications as defined in Section XXI, H.
- I. The Board may employ non-bargaining unit members as audio-visual technician(s) and in-house student suspension room supervisor(s).

SECTION IX -- MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

- A. All teachers in the bargaining unit, as a condition of continued employment shall on or before the thirtieth (30th) day following the beginning of the school year, beginning of their employment or the execution of this Master Agreement, whichever is later, either:
1. Become members of the Association, or
  2. Pay to the Association a service fee, pursuant to Section 10 (1) (C) and (2) of the Public Employment Relations Act, equivalent to the amount of dues and assessments uniformly required of members of the Association including local, state and national dues.
- B.
1. Each teacher who does not tender his/her dues and assessments or service fees directly to the Association shall authorize payroll deduction for such dues/assessments or service fees.
  2. Such deductions shall be scheduled with the payroll office on the authorization form as provided by the Association.
  3. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and By-laws. Pursuant to such authorization, the employer shall deduct such dues, assessments, and/or contributions from the regular salary check of each bargaining unit member for seven (7) or fifteen (15) successive installments beginning with the second check of each year.
  4. The Board agrees to promptly remit to the Association all monies deducted on its behalf, accompanied by a list of teachers from whom the deductions have been made within five (5) days after each deduction.
- C.
1. In the event that a teacher shall not pay such dues or service fees directly to the Association or authorize payment through payroll deduction, as herein provided, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just cause for discharge from employment.
  2. In all cases where the Association requests discharge for violation of this article, the Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. If the employee in question denies that s/he has failed to pay the service fee, that s/he may request, and shall receive a hearing before the Board of Education limited to the question of whether s/he has failed to pay the service fee.

- D. Pursuant to Abood v. Detroit Federation of Teachers, 431 US 209.240 (1977), the Association established a procedure set forth in the "Policy Regarding Objections to Political - Ideological Expenditures". If any person paying service fees hereunder objects to the expenditure by the Association (including MEA or NEA) or any funds collected from him/her pursuant to this article, such person may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- E. The parties agree that the following statement will be placed on new individual contracts:
- "This contract is subject to a collective labor agreement heretofore and hereafter negotiated by the Board and the exclusive bargaining representative of teachers and other employees who are members of the teachers bargaining unit employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Section IX."
- F. The parties agree that in the event any claim, demand or legal action is made or brought against the Board of Education as a result of its enforcement of the provisions of Section IX, that the Association will adjust said claim or defend any such action or claim brought against the Board with legal counsel of its choice. Furthermore the Association agrees to indemnify and hold harmless the Board for any damages, settlements, costs or actual attorney fees incurred by the Board for legal counsel provided above, as a result of such claim, demand or legal action. The Board agrees to give timely notice of any such claim to the Association and to give full and complete cooperation to the Association and its counsel in the adjustment of said claim and/or in defense of any legal action.
- G. The Board shall also make payroll deduction upon written authorization from teachers for Board approved annuities, Macomb County School Employees Credit Union, United States Savings Bonds, United Fund, or any other plans or programs jointly approved by the Association and the Board.
- H. By the fourth Friday of the school year or within thirty (30) days of the opening of school, the Board will supply the Association with the following information:
1. Name(s), address, telephone number, and building in which employed, of all teaching and administrative personnel.

2. Salary step of each -- except administrators
3. Differential pay for each and category -- except administrators
4. Degrees held by each.
5. Kind of certificate held by each
6. Job title and/or subject or grade taught
7. A list of personnel available for substituting.

SECTION X -- DEPARTMENT CHAIRPERSON

- A. Department chairpersons will be appointed in the following departments and compensated as provided in Schedule B-1. They will be provided one half day release time each month with substitutes provided by the Board.

Mathematics	English
Business Education	Life Management Skills
Art	Language
Learning Material Center (LMC)	Physical Education
Social Studies	Science
Industrial Technology	

SECTION XI -- STUDENT SERVICES

- A. The parties recognize that children referred according to Board policy and who have been diagnosed by a physician or the school psychologist as having special physical and/or mental and/or emotional problems may require specialized classroom experiences.
- B. The Board of Education agrees to continue its efforts to employ special education personnel, as required, and as available, and the parties will cooperate to correlate their activities with the regular classroom activities of the teachers and the special services within the building so as to better meet the needs of special students in the community.
- C. A teacher referring a student for consideration of services will be informed of progress on the referral. The teacher will also be informed of the actions taken on behalf of the student as a result of the referral.

SECTION XII -- COMPENSATION

- A. The current annual salaries of teachers covered by this Agreement are determined by their position on Schedule B, plus compensation paid for work beyond the Bachelor and the Master degrees. Teachers, at their option, shall be paid in 21 or 26 equal installments. Such salaries shall remain in effect during the term of this Agreement.
- B. One day's pay for teachers under contract shall be computed as 1/183 of the current annual salary.
- C. Hourly rates:
1. a. Teachers employed in teaching services\* beyond their regular school day and not compensated under another provision or section of this contract shall be compensated at the hourly rate of 1/1681 of the bachelor schedule at step 4.  
\*Teaching services refers to those programs in which a teacher prepares lesson plans, instructs, evaluates and grades students.
  - b. Teachers employed in summer school and/or adult education programs shall be granted non-accumulative sick leave (on a pro-rated basis) for personal illness, immediate family illness is defined in Section XIII,A,3,a. and bereavement as listed below unless the class is made up and the instructor paid for make up time:  
Adult Education -- 5 hours per term  
Summer School -- 6 hours per summer session  
Driver Education-- 7 hours per summer program
2. The hourly rate for teachers under contract during the regular school year shall be 1/1098 of the current annual salary.
  3. Teachers who substitute for other teachers during the regular school hours shall be compensated at the teaching hourly rate which is 1/1098 of the current annual salary.
  4. Part-time teachers shall be compensated at their current annual salary times the fraction of their contract day as specified in Section VI,A.

5. Teachers who are assigned non-teaching but teaching related services including in-service planning, outside of the regular teaching hours, as defined in Section VI of this Agreement, shall be compensated at the rate of 1/3051 of the bachelor schedule at step 4 per hour.
  6. The district will utilize professional staff in conjunction with para-professionals in the supervision of children during the lunch period. To this end, it is agreed that a stipend be paid in the amount of 2.62 percent of the bachelor schedule at step 1 per semester. The teacher(s) will be responsible for 30 minutes of supervision per day. A lump sum payment for this service will be paid at the end of each semester.
- D. Contract teachers who agree to teach an additional hour beyond the normal teaching load, as a regular daily assignment of at least a full semester, and thereby give up a preparation period or extend their regular work day shall be compensated on the basis of 1/6th of their current salary.
- E. 1. Credit for teaching experience outside the school district shall be granted at a level mutually agreed upon between the teacher and the Board of Education. Such credit shall not exceed the actual experience of the individual.
2. Any teacher teaching daily 1/2 day or less or 1/2 year during the school year will receive a 1/2 increment for the following school year.
- F. 1. For each two (2) or more semester hours of credit beyond the Bachelor degree, not to exceed fifteen (15) hours earned after September 1, 1967, and subsequent to qualifications for permanent or professional education certification, the Board agrees to pay in addition to the current annual salary, the sum of \$12.00 per semester hour provided such credit is either at the graduate level, or directly related to the teaching field of the staff member. To be eligible for the allowance, a transcript of such earned credit, or other reason able evidence until a transcript is submitted, must be presented to the office of the Superintendent prior to September 1. Transcripts for summer work which are not available by September 1 shall be forwarded to the office of the Superintendent during the school year and before April 1. Payment for such credits will be made in a lump sum at the end of the school year. Credits earned after September 1 of any school year will not alter salary for either the first or the second semester of that school year.



2. For each two (2) or more semester hours of credit completed after the granting of the Masters degree, not to exceed thirty (30) hours, earned at an accredited university, the Board agrees to pay, in addition to the current annual salary, the sum of \$12.00 per semester hour, provided such credit is at the graduate level and definitely related to the teaching field of the staff member. To be eligible for this allowance, a transcript of such earned credit, or reasonable evidence until a transcript is submitted, must be presented to the office of the Superintendent prior to September 1. Transcripts for summer work which are not available by September 1, shall be forwarded to the office of the Superintendent during the school year and before April 1. Payment for such credits will be made in a lump sum at the end of the school year. Credits earned after September 1 of any school year will not alter the salary for either the first or the second semester of that school year.

Exceptions to the requirements stated above may be made for training in technical field for which no specific graduate course are available. Such training must be in preparation for teaching a specialized field and will be evaluated on the basis of Carnegie units. A Carnegie unit is equivalent to 120 hours of specialized training.

3. The Board of Education will pay the cost of tuition for courses authorized by the Superintendent which in his opinion specifically enhance the teaching performance of the applicant who has attained a Specialist Degree. Up to 12 hours beyond that degree can be considered. Teachers seeking tuition reimbursements must receive approval prior to taking course work.
- G. Longevity payment for 15-19 years of service commencing at the 15th year of service within the Mount Clemens Community School District will be \$600. Commencing with the 20th year of service with the Mount Clemens Community School District, longevity payment will be \$900. Commencing with the 25th year of service with the Mount Clemens Community School District, payment will be \$1200.
  - H. The Association and the Board agree that in the event that the elementary school area teacher of art, music, or physical education is absent, and no substitute is provided, the regular classroom teacher will substitute and shall be compensated for such instruction at the established hourly rate and s/he should teach the subject for which s/he is substituting. Timely notification to the staff of the absence of special area personnel shall be the responsibility of the building administrator.
  - I. The Board and the Association agree to the importance of work experience. Teachers who are instructing in subject areas to which their past work experience relates may make application to the Superintendent who will determine whether the work experience is related.

If the work experience is related, then the Superintendent will grant for three (3) years of related work experience, one (1) year on the teacher salary schedule. The maximum grant for any one teacher for work experience shall not exceed three (3) additional years on the teachers salary schedule.

- J. If a national health insurance program is instituted by action of Congress or any government agency during the life of this agreement, the parties hereto shall meet to renegotiate that portion.
  
- K. If any salary/wage or benefit provision of this Agreement is nullified or modified by an action of any government agency, as a result of the institution or reinstatement of any form of wage and benefit controls, the parties hereto shall meet to negotiate those provisions of the Agreement affected by such government action.

## SECTION XIII -- LEAVE PAY

The parties to this Agreement accept the philosophy that paid-for leave is provided for the purpose of protecting the teacher's income during illness or accident and to assist during time of bereavement, religious holidays, professional growth and achievement, pressing personal business, and/or emergencies within the limits of accumulated leave time. It is understood that teachers who violate this principle will be subject to loss of leave compensation.

A. A teacher will be granted twelve (12) days per year. Beginning the 1985-86 school year a maximum of 180 days can be accumulated. The full amount of twelve (12) days shall be at the disposal of the teacher, subject to Section XIII, A, B, and C, on the first day of the school year.

1. Absence for certified illness or quarantine

Absence for certified illness or quarantine, without loss of pay, will be allowed to the extent of the accumulated leave days, including the number of days credited for the current year. In absence for illness of five (5) or more days, a teacher may be required to secure a physician's certificate covering such absence before an allowance is granted for full salary. If requested, such certificate must be forwarded by the principal with the first payroll report following the return of the teacher.

2. Absence for work related injuries or illness

- a. Teachers who are absent from work because of work related injuries or illnesses shall suffer no loss of compensation or leave time for the first twenty (20) work days of such illness or injury. Examples of such compensable illnesses or injuries shall include, but are not limited to: illnesses of mumps, scarlet fever, measles, chicken pox, lice, scabies, rubella fever, or injuries of unprovoked battery on the part of a student against a teacher, accidents suffered at the work place.
- b. Teachers who are absent from work because of work related injuries or illnesses which exceed twenty (20) working days and such absence is compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the compensation allowance and his/her regular salary, within the limits of the accumulated leave time. The amount of leave time charged against the teachers who come under this provision shall be in the same proportion as the compensation by the Board.
- c. Teachers who are absent from work because of work related injuries or illnesses shall suffer no loss of compensation or leave time for the first twenty (20) days of such absence.

- (1) The teacher must notify the administration either in writing or verbally, within 24 hours of the injury. Teachers may use the substitute tape for this notification on weekends or holidays.
  - (2) If the consequences of the injury are not apparent until after the 24 hour period the Board may compensate and grant leave time to the teacher. If compensation and/or leave time is denied, the teacher may appeal the decision to a neutral third party mutually agreed upon by the Board and the Association.
- d. If a teacher has exhausted his/her leave time and sick bank time the Board will pay the difference between the teacher's regular daily rate and the Worker's Compensation until the teacher is eligible for long term disability.
  - e. If a teacher has no remaining leave time as a result of being injured on the job, the Board will provide one (1) non-accumulative leave day per month for the remainder of the year.
3. Absence Due to Death of a Relative or Friend
    - a. Absence without loss of pay will be allowed for the death of a relative (husband, wife, grandmother, grandfather, mother, father, daughter, son, sister, brother, or equivalent in-law). Special arrangements should be made with the Superintendent if such absence must extend beyond a period of five (5) days.
    - b. Absence without loss of pay may be allowed for attending the funeral of a more distant relative or friend, provided prior approval is obtained for such absence from the Superintendent through the building principal. Absence for this purpose will, in general, be limited to one (1) day.
4. Absence due to attendance at education meetings
    - a. Teachers may attend educational meetings directly related to their field of work, without loss of time or pay provided permission to attend such meetings is granted by the principal and/or supervisor in charge and approved by the Superintendent.
    - b. Permission may, upon approval of the Superintendent, be granted for attendance by staff members at an education related activity or meeting with a loss of time only.
    - c. Visiting days may be granted to teachers at the discretion of the Superintendent and no deduction in pay shall be made for such an approved absence.

5. Business Leave

- a. Teachers may use up to three (3) days per year for business purposes. Such business days shall be deducted from leave days provided in Section A above. A teacher planning to use a business leave shall notify the principal and the central office at least one (1) day in advance, except in an emergency. REQUESTS FOR BUSINESS LEAVE MUST BE FORWARDED TO THE BUSINESS OFFICE THREE (3) DAYS IN ADVANCE IF DEFINITE APPROVAL IS REQUIRED PRIOR TO THE LEAVE DAY(S).
- b. Business leave will be allowed only for business which because of circumstances, cannot be conducted after school hours or over the week-end. Approval for business leave cannot be granted for the extension of vacation periods.

6. Personal Leave

- a. Teachers may use two (2) days per year for undefined personal leave, provided the personal leave days do not fall immediately before or after a school holiday. Such personal leave days shall be deducted from leave days provided in Section A above.
- b. No more than five (5) teachers may take such leave per day under this provision. At least one (1) day of notice is required.

7. Jury Duty

A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between his/her regular pay and the pay received for the performance of such obligation. These days shall not be charged against accumulated leave time.

8. Absence for Observance of Religious Holidays

Staff members will be allowed up to a total of two (2) days of absence, for the required observance of religious holidays of recognized religious denominations.

9. Medical/Dental Appointments

Absence for medical/dental appointments will not be charged to business leave time. They are to be classified as absence for certified illness. Whenever possible, teachers will schedule such appointments during non-school hours. Also, whenever possible, teachers will make appointments during a morning or afternoon time period, so that the teacher is absent for only one half (1/2) day.

10. Absence due to Illness of Family Member

Absence due to illness of a member of the family (husband, wife, grandmother, grandfather, mother, father, daughter, son, sister, brother or equivalent in-law) will be allowed without loss of pay. Special arrangements including absence extending beyond five (5) days, and illness of immediate family outside the same household must be made with the Superintendent.

11. Disability due to Pregnancy

The Board declares its policy that women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment related purposes

B. Conditions of Leave Days

1. Accumulated leave days shall be recorded on a statement and presented to each teacher in September.
2. Non-completion of a Work Day

A teacher unable to teach a full school day because of personal illness or disability shall be charged for a proportional amount of a leave day.

C. Association Sick Leave Bank

At the beginning of each school year or at the time of the employee's first pay period, each teacher shall contribute one (1) day, unless the teacher has contracted for less than a full year, of the foregoing sick leave allowance to a common bank to be administered by the Association subject to the sick leave policy as set forth in this Agreement. A teacher may make reasonable withdrawals, as determined by the Association, from the common bank, provided:

1. The teacher has used at least fifty (50) percent of his/her accumulated sick days.
2. That a teacher be absent for ten (10) consecutive school days in order to qualify for the bank, except if the person qualifies under A, a, 2 (compensable injury) no qualification period is required. In the event of a reoccurrence of the same illness the waiting period shall be waived when a physician's statement is presented.
3. That a teacher be granted no more than seventy-five (75) days from the bank.
4. That a teacher who has used days from the sick bank not be required to repay those days.

5. A physician's certificate must accompany the application for withdrawal from the bank.
6. The days contributed to the bank shall accumulate from year to year.
7. Days may be used for out-patient treatment provided the foregoing qualifications are met.
8. A contract teacher who is employed for the school year or major fraction thereof shall contribute one (1) day; a contract teacher employed for one semester or fraction thereof shall contribute one-half (1/2) day.
9. Should the number of days in the sick bank be less than 500 on August 1, and February 1, deduction of days, as outlined in paragraph "C" above, shall be in effect.
10. Prior to the sick bank being replenished by the employer, the Association President will be notified in writing with an accounting of the number of days presently in the bank.

SECTION XIV -- LEAVES OF ABSENCE

A. Extended Illness/Injury Leave

1. Any teacher whose absence extends beyond the period compensated under Section XIII, A, shall be granted a leave of absence for such time as is necessary for complete recovery from such illness or injury. A teacher on such a leave shall receive long term disability pay in accordance with the provisions of Section XV.
2. Insurance benefits shall be provided in accordance with Section XV.

B. Involuntary Leave of Absence

1. The Board may request, at its expense, an examination of a teacher by a physician of its choosing when a situation develops in the opinion of the Superintendent that the teacher is not providing continuous service to students. In the event the physician's diagnosis indicates the teacher is unable to provide continuous service to students, the Board reserves the right to place the teacher on an involuntary leave. The teacher retains all rights to sick leave benefits consistent with the requirements of Section XIII or LTD coverage if eligible by the terms of the LTD insurance agreement.
2. Return to a regular teaching assignment, as outlined in paragraph 1 above, will follow receipt of a statement from the above physician, or a physician mutually agreed upon by the teacher and the Board of Education. The teacher shall provide medical verification of their ability to return no later than June 15th in order to be placed in an assignment for the first semester of the ensuing school year or November 1st in order to return for the second semester of the school year.

C. Maternity, Child Rearing and Child Care Leaves of Absence

1. Maternity Leaves
  - a. A teacher who provides medical verification of pregnancy shall receive, upon request, a one (1) year leave of absence to begin at any time during such pregnancy.
  - b. Such maternity leave may be taken in conjunction with leave days provided under Section XIII.
2. Child Rearing Leaves  
Upon physician's certification of termination of disability, the Board shall grant to any teacher a child rearing leave of absence without pay for the remainder of the school year. Reinstatement to a position for which the teacher is eligible will be for the beginning of the year following the child rearing leave.



3. Family Care Leaves

The Board shall grant to any teacher a leave of absence without pay for the purpose of family care. The teacher shall be entitled to a leave up to one year. Reinstatement of a teacher to a position for which s/he is qualified will be at the beginning of the school year in September after a family care leave. A one year extension of the leave may be granted by the Board upon written application at least three (3) months prior to the expiration date of the leave period.

- a. A dependent is an adopted child, a stepchild, a grandchild, or any other child less than 19 years of age for whom the employee is a legal guardian, or an unmarried adult child if the child is incapable of self-support due to mental impairment or a physical handicap, and if the child is dependent on the employee for care, support and maintenance; or the spouse of the employee; or the legal parent of the employee if that parent is either more than 65 years of age or is dependent for more than half of his/her financial support.
- b. In the case of adoption, this leave may be extended for an additional year.

4. Conditions of Leaves

A teacher on a child rearing leave, child care leave, or leave of absence whose child dies may terminate said leave and fill any vacancy for which s/he qualifies. If there is no position immediately available, the teacher may opt to return to substitute teach with full pay and benefits at the rate for which s/he would qualify if regularly assigned. Reinstatement to a permanent position shall occur as soon as practicable. In no case shall the permanent assignment be made later than the beginning of the next school year.

5. Lay-off/Recall Leave Provisions

If a teacher is on lay off, and recalled, said teacher may request a child rearing leave, child care leave or maternity leave of absence.

D. Special Teacher Leaves

A regularly employed staff member with a minimum of three (3) years of continuous employment with the Mount Clemens Community Schools, will, upon written application, be granted a leave, without pay, for a period not to exceed one (1) year for full time participation in an exchange teaching program, a military teaching program in a foreign country, the Peace Corps, the Teacher Corps, or a cultural travel or work program related to the teacher's professional responsibilities, provided the teacher states an intent to return to the school system. A one (1) year extension of the leave may be granted by the Board upon written application at least three (3) months prior to the expiration date of the leave period. Upon return from such leave, a teacher shall be placed at the same position of the salary schedule as s/he would have been, had the teacher taught in the district during such period. This paragraph is not applicable to a graduate program.

E. Association Extended Leaves

Leaves of absence of not more than two (2) years without pay shall be granted upon application for the purpose of holding elected or appointed office in the NEA, MEA, MEA-NEA Local I, or an affiliate of NEA, MEA, MEA-NEA Local I.

F. Military Leave

1. A leave of absence, without pay, shall be granted to a teacher who is inducted or enlists for military duty in any branch of the armed forces of the United States. The period of the leave shall be governed by the length of the period of inductment or enlistment. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as s/he would have been had s/he taught in the district during such period.

2. In case of emergency, members of any National Guard Unit or any branch of the armed services called up for duty of not more than five (5) days duration (unless extended by the Superintendent) shall be compensated for the difference between his/her regular pay and the pay received for the performance of such obligation. These days shall not be charged against accumulated leave time.

G. Extended Personal Leave

Any teacher, with three (3) or more years continuous service to the district, may make application for a leave of absence for a period of one (1) year, which, if granted, may upon request be extended for a second year. The Board may grant such leave without pay and with no loss in accrued benefits. Upon return the teacher shall be assigned to a position for which the teacher is qualified. The three or more years continuous service provision applies only to leaves granted under this paragraph.

H. Public Office Leave

A leave of absence equal to two years, without pay, prior to the beginning of, or at the conclusion of the school year, will be granted to a teacher to campaign for him/herself or to serve in a public office. Further extensions shall be granted at the will of the Board.

I. Sabbatical Leave

Subject to the applicable Michigan Statutory provisions and any amendments thereto, teachers who have completed at least seven (7) years of service in the District and hold a Masters Degree may, upon proper written application and approval by the Board, be granted a sabbatical leave for (1) year, under the following conditions:

1. Applications must be submitted to the Superintendent, on forms provided for this purpose, no later than April 1 of the school year preceding the school year for which the leave is sought.
2. The work done during the sabbatical must be relevant to the teacher's assignment.
3. No more than two (2) teachers in the District shall be absent on sabbatical leave at any one time.

4. The teacher on sabbatical leave will file periodic reports with the Superintendent, as requested.
5. A sabbatical leave, once granted, cannot be terminated before the date of expiration, except as otherwise agreed upon by the Board of Education.
6. The teacher shall agree, in writing, to remain in the employ of the District for a period of not less than two (2) years following his/her return from a sabbatical leave.
7. While on leave, a teacher shall be considered employed by the Board and shall be paid one-half (1/2) of his/her current annual salary.
8. Upon return from a sabbatical leave, the teacher shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same step on the salary schedule as the teacher would have been had he/she taught in the District during the leave.

J. Return Rights

Return from leaves of absences under Section XIV shall be governed by the following provisions unless specifically modified by previous provisions: Returns from leaves of absences shall be contingent upon written notification to the Board of Education of intent to return no later than March 1 of the school year preceding the beginning of the school year when return is intended. This provision applies only to leaves which extend through the end of the school year. Not later than February 1, the Board of Education shall notify teachers affected by this provision of the teacher's obligation to give written notification of intent to return. Notification by the Board will be by certified mail at the last known address of the teacher.

SECTION XV --- INSURANCE PROTECTION

- A. The Board shall provide all insurance benefits listed in Section A for a full twelve month period of each school year for all teachers in the bargaining unit, except for those teachers electing benefits under Section B below. Such benefits shall be provided, without cost to the teachers, to each teacher and his/her dependents, as defined by MESSA.
1. MESSA Super Med I/C (Super Care I) Health Insurance: when appropriate MESSA Super Med I or MESSA Limited Medicare Supplement and Medicare, Part B, premiums shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for Medicare.
  2. a. MESSA/Delta Dental Plan E, including the 007 orthodontic rider, with no coordination of benefits, or  
b. MESSA/Delta Dental Plan C, including the 03 orthodontic rider, with internal and external coordination of benefits.
  3. MESSA Term Life Insurance in the amount of forty thousand dollars (\$40,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
  4. MESSA Intermediate Vision Insurance including internal and external coordination of benefits.
- B. Teachers not electing insurance benefits as described in Section A above shall be provided by the Board with the following insurance benefits, for a full twelve month period of each school year. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Section A above, and his/her eligible dependents, as defined by MESSA.
1. a. MESSA/Delta Dental Plan Auto Plus, including the 008 orthodontic rider with no coordination of benefits, or  
b. MESSA/Delta Dental Plan C, including the 003 orthodontic rider with internal and external coordination of benefits.
  2. MESSA Term Life Insurance in the amount of sixty thousand dollars (\$60,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
  3. MESSA Dependent Term Life Insurance in the amount of ten thousand dollars (\$10,000) for each teacher's spouse and five thousand dollars (\$5,000) for each dependent child as defined by MESSA.
  4. MESSA Plan II Vision Insurance including internal and external coordination of benefits.
  5. Teachers opting not to take insurance benefits as described in Section A above shall be paid \$1,200. This stipend shall be paid \$100 per month for twelve (12) months, September to August, within five working days after the first pay period of each month.

- C. The Board shall provide, without cost to the teachers, MESSA Plan II Long-Term Disability Insurance for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of twenty-five hundred dollars (\$2,500) and shall begin after expiration of ninety (90) calendar days. Benefits shall continue to age seventy (70), at no cost to the teacher, in the event of permanent disability.
- D. Teachers employed after the start of the school year shall receive insurance benefits beginning as of the first day of employment and such benefits shall continue in force for the balance of each school year, including the summer months.
- E. The Board shall provide insurance benefits listed above for those teachers on health leaves; sabbatical leaves; absence because of long term disability, as defined by the LTD insurance carrier; or while on sick leave day or Sick Bank Day usage.
- F. The Board shall continue to provide insurance benefits listed above for sixty (60) days following the lay off of any teacher.
- G. The Board shall establish an open enrollment of thirty (30) days, commencing the first day in each school year of this contract. The Board in cooperation with the insurance carrier(s) shall be responsible for providing all necessary enrollment application and claims materials.
- H.
  - 1. It is understood that notwithstanding the rules or regulations of the insurance carrier(s), the Board shall guarantee the level and inclusion of all provisions of the insurance benefits as of the first day of this contract.
  - 2. In the event that any insurance benefit is adjusted by action of the courts, the legislature, or the Insurance Commission, the Board shall meet with the Association for purposes of renegotiating the affected insurance benefit(s).
- I. The Board agrees to apply the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985.
- J. The Board of Education and the Association shall establish a committee comprised of an equal number of members from the respective parties. The committee shall evaluate alternate insurance protection programs which will provide comparable coverage to members of the bargaining unit at a reduced cost to the school district. The committee shall complete its study and issue a report no later than the end of the first semester of the 1990-91 school year.

SECTION XVI -- RETIREMENT

- A. Both parties to this Agreement will undertake to emphasize the sanctity of a contract to the entire professional staff. Because the education of boys and girls is affected adversely by personnel changes during the school year, teachers will be expected to fulfill the terms of their contract within the limits of applicable statutes.
- B. The Board of Education, in appreciation for services to the School District, agrees to pay upon retirement \$100 for each year of service to the Mount Clemens Community School District beyond the first ten (10) years. However, it is expressly understood that in the event that the parties agree to an Incentive Severance Plan, a teacher severing employment under said Severance Plan would not be eligible for payment under this provision. Proof of retirement from the Michigan Public School Employees Retirement System is necessary before receipt of this benefit. Part-time teachers shall be paid on a pro-rata basis based on experience in the Mount Clemens Community School District.
- C. The Board agrees to pay the Teacher's State Retirement Contribution to the School Employee's Retirement Fund in the amount required by the State of Michigan as a percent of the salaries set forth in this Agreement.
- D. Payment for unused sick days  
The Board will pay \$15.00 for each sick day accumulated above seventy-five (75), for teachers retiring under the provisions of the Michigan Public School Employment Retirement Act, and giving an irrevocable notice of retirement by June 30 of the last calendar year of employment.

SECTION XVII -- TEACHER EVALUATION

- A. The work performance of all teachers shall be evaluated in writing and shall be in conformance with the teacher tenure policy as established for the school district by the Board according to the State Tenure Act and the provisions of this Agreement. Probationary teachers shall be evaluated a minimum of one (1) time during the school year. Tenure teachers shall be evaluated at least once in every two (2) years. All evaluations will be completed prior to May first of the year of the evaluation.

If a teacher was scheduled for an evaluation during the school year and does not receive the written evaluation by May 1, the teacher shall be considered as having performed his/her duties in a satisfactory manner.

- B. Teacher evaluations shall be conducted by the Principal and/or the administrative supervisor designated by the Board. Evaluating and conferences shall be conducted by person or persons making observations. If a teacher or building administrator requests another administrator to become a part of a teacher's evaluation process, that other administrator, prior to any observations, will meet with the teacher to discuss the established criteria in that teacher's review and appraisal.
- C. Each observation shall be made in person. The administrator must complete and submit an observation worksheet or written evaluation to the teacher within two (2) weeks of an observation. A minimum of 60 days must be allowed between the first and final observation of all teachers for the first evaluation unless the teacher and administrator mutually agree in writing to waive the time parameters. In cases where there are negative comments regarding the teacher's performance, at the teacher's or administrator's written request, the teacher and the administrator shall meet within five (5) school days of such request to discuss the observation. Whenever unacceptable work as been noted, the subsequent observation or evaluation report shall include the teacher's progress in the area of concern.

All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. In no instance will the results of standardized tests, including but not limited to assessment, computer based, and achievement tests, be used in such evaluations.

- D. A copy of the written evaluation shall be submitted to the teacher. The teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon specific valid criteria developed at a preliminary conference between the appropriate administrator and the teacher.
- E. Each teacher shall receive a copy(s) of all evaluations of his/her work performance that are submitted to the office of the Superintendent. Such written evaluations shall be dated and signed by both the teacher and evaluator.
- F. Probationary teachers who are not recommended for re-employment will be notified by the Superintendent at least ten (10) calendar days prior to the Board action on the matter.
- G. Teaching Review and Appraisal Procedure
1. Pre-visitation Conference\* (no later than October 31)
    - a. Parties
      - (1) Teacher
      - (2) Observing Administrator

\*For teachers employed after the beginning of the school year, pre-visitation conference should be held within two months of their employment.

b. Purposes

- (1) Review philosophy, objective and select criteria for review and appraisal
- (2) Discuss total procedures and process involved
- (3) Discuss responsibility of each party
- (4) Discuss and review the forms which will be used

c. Probationary/ Tenure Teacher

- (1) Review and Appraisal Plan will be cooperatively designed by the teacher and administrator utilizing the criteria selected by both individuals from the Review and Appraisal Booklet
- (2) Discuss expected growth
- (3) Set approximate date(s) (if possible) for further visitation(s)

2. Observation period

a. Administrator

- (1) Makes a minimum of two classroom and/or work area observations (minimum of 30 minutes) per evaluation
- (2) Keep anecdotal record

b. Teacher

- (1) Attempts positive change
- (2) Seeks help
- (3) Keeps anecdotal record

3. Post-visitation conference

a. Discuss observations

- (1) Programs for improvement
- (2) Future goals
- (3) Stress positive points
- (4) Need for third party visitation

b. Complete review and appraisal forms

H. The Board of Education and the Association agree to review this section periodically upon request of the Board of Education or the Association.

I. It is understood that the appraisal or evaluation and the judgment of the evaluator in making the evaluation are not subject to the grievance procedure contained in Section XIX of this Agreement. However, any teacher's response attached to a written evaluation may be admitted during any contractual, administrative, or judicial proceedings.

J. In the event that teacher is experiencing difficulty in the performance of his/her teaching duties, the Association President will be informed of the situation. The Association will have the opportunity to provide input into the creation of an affirmative Improvement Program.



SECTION XVIII -- PROTECTION OF TEACHERS

- A. It is recognized by both parties to this Agreement that the learning process is dependent, in a large measure, upon the development of a well regulated building environment in which teachers can teach and children can learn. To this end, the formulation and revision of the school discipline policy must be a joint responsibility of the Board and the Association. If an assault occurs against the teacher, the Board of Education will advise the teacher regarding their rights under the law, Board policy, and administrative regulations.
- B. In situations where the official discipline policies, in the opinion of the teacher(s) involved, are not effective or being implemented in regard to students who are having serious behavior problems, the teacher(s) may seek assistance from the Superintendent and shall notify the principal in writing of such action. In the event the situation is not resolved by this process, the teacher retains the right to use the grievance procedure as outlined in this Agreement.
- C. Any case of physical or verbal assault upon a teacher shall be promptly reported to the Board or its designated representative. For any such assault which occurs during the performance of official duties, and within the scope of official school district policy, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall provide all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. If any teacher is sued by reason of disciplinary action taken by a teacher, within the scope of official school district policy, the Board will provide legal counsel and render all reasonable assistance to the teacher in his/her defense.
- E. Time lost by a teacher in connection with any incident mentioned in this Section shall not be charged against the teacher.
- F. The Board will reimburse teachers, in an amount not to exceed \$100.00 for proven loss, or damage, or destruction, while on school or school related duty, of a teacher's personal property, if the property is of a kind normally worn or brought into the school building or is used for school related duty, providing the loss has not been caused by the negligence of the teacher. This obligation shall not encompass wear, tear, or gradual deterioration of property, or loss of money in excess of \$10.00. Neither shall it extend to any loss or damage of the motor vehicle of a teacher. Articles of personal property left unattended in an automobile parked on school premises shall be included in this obligation, provided the loss is the result of a forcible entry of a securely locked vehicle or compartment, and provided reasonable proof of loss can be provided. This obligation shall extend only to that portion of any such loss which is not covered by insurance taken out by the teacher, and will be payable only after the teacher has first exhausted all possibility of collecting for such loss under his/her insurance, if any.

- G. If a teacher is injured in the line of duty, financial assistance for medical care shall be provided under the provisions of the Worker's Compensation Act of the State of Michigan. The teacher should notify his/her immediate supervisor or building principal by filing an accident report as soon as possible after the occurrence of the accident or injury.
- H. Any significant complaints by a person directed toward a teacher shall be called to the teacher's attention at the earliest time this can be accomplished. The name of the complainant will be identified when the complaint is considered serious enough to place in the teacher's record, and no action will be taken until there is a conference between the complainant and the teacher. If the matter is not satisfactorily resolved by the conference between the complainant and teacher, the matter shall be handled in the following order: Principal, Assistant Superintendent, Superintendent and the Board. Beginning at the Principal's level, the teacher and the Association will be involved. At all of these steps, the teacher will be involved.
- I. 1. When any significant complaint is made against a teacher(s) to any administrator by a group considered too large or unwilling to follow the procedure outlined in Section XVIII, paragraph H, above, that administrator will immediately notify the Association President and the teacher(s) involved in the complaint.
2. The complaining group shall be encouraged to air their concern(s) at a joint meeting of the Building Administrator(s) and the Superintendent. It is the teacher's right to attend this meeting with a representative of his/her choice, an Association Representative and the Association President or a designated representative. In the event the teacher elects not to attend this meeting, s/he may send a spokesperson.
3. In the event a solution to the problem is not reached at this joint meeting, the Superintendent may create an Ad Hoc Committee whose responsibility it will be to review the complaint and make recommendations to the Superintendent within one week on the solution to the problem. All parties named in the second paragraph shall receive copies of the Committee's recommendations.
4. The membership of this Ad Hoc Committee shall consist of an equal representation of members of the community, the administration and the Association. The Superintendent will meet with the Association President to select the community members of the Ad Hoc Committee. The Association shall select the teacher representatives. The Superintendent shall select the Administration representatives and determine the size of the Committee.
5. In the event the complaining group cannot be induced to comply with the above procedure or rejects recommendations made in the course of the above procedure(s), steps shall be taken to provide for a Board hearing.

6. The Association Representatives from the building involved in the complaint, the Association President or his/her designated representative may be present at the Board hearing. The teacher concerned and his/her chosen representative may be present as well. If the teacher elects not to attend s/he may send a spokesperson.
- J. Both parties to this Agreement recognize that the decision relating to the operation of the schools during severe inclement weather or under adverse conditions resulting from an act of God, or during a labor dispute with employees outside of the bargaining unit, rests with the Board of Education. Due consideration will be given to health, safety and welfare of those involved. No teacher shall be required to report for work when school has been officially closed for such reasons, by decision of the Board of Education. Notice of closing and reopening of school will be provided to radio stations WJR and CKLW by 6:00 a.m. The President of the MEA-NEA Local I, Mount Clemens, will be notified of any school closing and reopening by personal telephone contact prior to 6:00 a.m. No teacher shall be excused for failure to report for duty by reason of failure to receive notification.
- K. In the event days of school closing due to unforeseen conditions may not lawfully be counted to arrive at the annual instructional minimum required by law and/or to qualify the employer for full state aid, the Association and the Board shall immediately negotiate the rescheduling of the instructional days lost. It is expressly understood that the teachers shall not receive any additional compensation for the rescheduled day(s) and that the rescheduled instructional days must occur prior to June 30.

SECTION XIX -- GRIEVANCE PROCEDURE

- A. Any claim by the Association, teacher, or group of teachers, that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through the procedures set forth herein.
- B. The primary purpose of the procedure set forth in this section is to secure at the earliest level possible, equitable solutions to complaints or grievances of teachers or groups of teachers.
- C. For purposes of time limits contained in Section XIX: A school day referred to below shall be defined as a teacher work day during the school calendar year and as a regularly scheduled central office work day during the months of June, July and August.
- D. The procedure for the consideration of grievances shall be as follows:

Level One

A teacher who has a complaint which s/he believes may be the basis of a grievance shall first discuss the matter on an informal basis with his/her immediate supervisor or principal, whoever is most directly concerned with the problem. Such complaint, and a request for an informal meeting to discuss the matter must be brought to the attention of the immediate supervisor or principal not later than seven (7) school days after the event or occurrence which is the basis of the complaint. The principal or immediate supervisor will then make arrangements to hold such a meeting within seven (7) days after receiving the teacher's request for a Level One discussion.

Level Two

1. In the event the complaint is not resolved informally, the problem may be submitted to the immediate supervisor or principal and the Association, in writing, on the approved grievance form. It is expected that such notice will be filed not later than seven (7) school days after the informal discussion required under Level One.
2. Within seven (7) school days after receipt of the written grievance, the aggrieved person's immediate supervisor or principal shall submit his/her decision, in writing, with supporting reasons, to the aggrieved person.

Level Three

1. If the aggrieved person decides to appeal the decision of the immediate supervisor or principal, s/he shall forward the grievance to the Association within seven (7) school days. The Association, within seven (7) school days, will determine whether to pursue the grievance. Notification of the Association's decision shall be forwarded on the approved form to the Superintendent and the aggrieved person. Should the Association decide not to pursue the grievance, the aggrieved person shall have the right to proceed, on his/her own, through level Three only, of the outlined grievance procedure. A grievance brought against an action by the Superintendent shall be initiated at this level.
2. The Superintendent/Designee, within seven (7) school days of a receipt of a grievance to be pursued, shall meet with representatives of the Association to discuss the grievance. Within seven (7) school days of that meeting, the Superintendent/Designee shall formulate a decision and forward it, on the approved form, to the Association.

Level Four

If the Superintendent/Designee and the Association shall be unable to resolve any grievance, and such grievance shall involve an alleged violation, misinterpretation of a specific article or section of the Agreement, the grievance may be appealed to arbitration within twenty (20) school days after the decision of the Superintendent/Designee. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) day period, and if not so delivered the grievance shall be abandoned. If the parties are unable to agree upon an Arbitrator, one shall be appointed under the rules of the American Arbitration Association. The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue a decision not later than twenty (20) days from the date or close of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan School Laws, the Constitutions of the United States and the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgement and discretion under the Law and this Agreement or to require any retroactive adjustment in compensation for more than fifteen (15) days prior to the date the grievance was filed.

The decision of the Arbitrator, if within the scope of the authority as above set forth, shall be final and binding.

The costs of the Arbitrator shall be shared equally by the parties; however, each party shall bear its own expense.

- E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, s/he shall be reinstated with full reimbursement of all professional compensation lost.
- F. If a teacher is required to participate in a professional grievance procedure during the normal hours of service as defined in Section VI of this Agreement, the teacher will not suffer loss of pay or time.
- G. Nothing contained in this Agreement shall be construed to prevent an individual from pursuing a grievance and having a grievance adjusted through Levels Three and Four without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement, and the Association is provided with a written explanation of the terms of the adjustment.
- H. The time guidelines as set forth in section C. of the grievance procedure may be extended by mutual agreement, in writing, between the Association and the Superintendent.

SECTION XX -- NEGOTIATION PROCEDURE

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern, and considered to be significant by both parties, may be subject to professional negotiations between them at three month intervals, commencing with the effective date of this Agreement. All changes in this Agreement shall be made only through the mutual consent of the Board and the Association in a written and signed amendment to this Agreement.
- B. Reopening of salary schedule negotiations is dependent upon the consent of both parties to this Agreement, except that at least 120 days prior to the expiration of this Agreement, the parties will begin negotiations for a new
- C. In any negotiations described in this section, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. It is recognized that no final agreement reached between the parties may be executed without ratification of the Board of Education and the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary authority to make proposals, consider proposals, and make concessions in the cause of negotiations, subject only to the ratification process.
- D. If the parties fail to reach an agreement in any negotiations, either party may invoke the assistance of the State Michigan Employment Relations Commission or take any other lawful measures which may be considered appropriate.
- E. All negotiations on behalf of the Association shall be held outside of the normal hours of service for teachers, as defined in Section VI this Agreement unless otherwise agreed by both parties.

SECTION XXI -- REDUCTION OF PERSONNEL

- A. In cases requiring a reduction of the teacher work force due to declining student enrollment within the district (secondary or elementary level), or adverse financial conditions, or when a teacher returns from an involuntary leave, the following factors will be used:
1. The teacher with the most district wide seniority shall be retained, provided that s/he is fully certified and qualified as defined in Section H.
  2. Whenever necessary in order to protect the most senior employee who has not been placed on layoff status, involuntary transfers and assignments will be made based on certification and qualifications.
  3. No person employed by the Mount Clemens School District, who has achieved tenure status outside of the bargaining unit, may displace a teacher within the bargaining unit.
- B. When involuntary transfers are necessary to retain the most senior teacher(s) who have not been placed on lay off status, the administration shall transfer teacher(s). Such involuntary transfer shall not be grievable if implemented in accordance with Section VIII, C, 2, e, (1) of the Collective Bargaining Agreement.
- C. The Superintendent will meet with the Association to explain and discuss the proposed reduction prior to its implementation. The following information will be provided by the Superintendent:
1. A seniority list (by rank order)
  2. A list of all teaching personnel, including date of hire, certification majors, minors and endorsements. This list will be provided no later than March 1. This list will be updated annually and sent to the Association.
- D. Teachers identified for layoff for the following school year shall be given at least sixty (60) days written notice prior to the end of the current school year except in a financial emergency or when a teacher returns from an involuntary leave. When layoffs are made because of a financial emergency, or when a teacher returns from an involuntary leave, teachers to be laid off shall be given at least sixty (60) days written notice prior to the effective date of layoff. At the time a teacher is notified that s/he is to be laid off, the Board shall advise him/her of the recall procedures.
1. Notification will be via certified U.S. mail, or by an administrator in a private setting. There will be no "drop in" notification.
- E. The number of teachers laid off shall approximate the projected number of positions to be eliminated.



F. The Board shall notify surrounding Local One districts of the lay off and that affected teachers are available for employment.

G. 1. Laid off teachers shall be recalled to the first vacancy for which they are certified and qualified according to their seniority ranking.

The Superintendent will advise the Association of all plans to reinstate positions and of the time teachers will be recalled.

2. A laid off teacher shall be considered laid off until s/he is reinstated by Board action, refuses an offer from the Board of a position for which s/he is qualified and certified, or fails to respond in writing within the (10) days of the receipt of a written offer to a position made by the Board.

3. A laid off teacher shall be entitled to reject a part time teaching position without loss of his/her recall rights.

4. Notification of intent to recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail, return receipt requested, to the teacher's last known address.

5. Persons unable to return upon recall for physical or emotional reasons will be recalled upon the availability of a position for which they are certified and qualified and evidence that they are able to perform satisfactorily.

6. If no teacher opts for an open position, forced transfer of employed teacher(s) to the position will occur to permit the recall of a laid off teacher. A forced transfer will be done in such manner that the least senior teacher who is certified and qualified will be reassigned to facilitate the return of the senior certified and qualified teacher on the teacher recall list, provided, however, the transfer will not cause a racial imbalance within the school. If a racial imbalance would occur, then the next senior certified and qualified teacher shall be reassigned in accordance with these procedures.

H. Fully qualified teachers shall be defined as follows:

1. Teachers who have earned a provisional, permanent or professional education certificate in the required subject area, and

2. a. who have complied with all certification and continuing education requirements as promulgated by the Department of Education.

b. who have completed ten (10) semester hours of college credit, or equivalent CEU's (subject to Administrative pre-approval), in a given subject area, or have taught in the subject area on a regular basis within the last five (5) years preceding the termination. This section is applicable to those individuals employed before August 31, 1990.

- c. who have earned the minimum credit hours required by the North Central Association for grades nine through twelve.
  - d. Individuals employed after August 31, 1990, shall be required to have earned the minimum credit hours required by the North Central Association for grades six through twelve.
3. Teachers who are not prohibited by law to fulfill the duties of the position.
- I. As a result of termination occurring at the end of the school year, as outlined in this section, the teacher shall be provided full insurance benefits to the end of the contract year. All benefits shall be reinstated in full as soon as possible after re-employment.
  - J. Length of service is defined as the total full time equated active service to the District. Time spent on leave or involuntary termination status, except for military leaves, will not count toward the total years of active service to the District. Any teacher who voluntarily terminates his/her services to the District loses his/her seniority.
  - K. The President of the Association shall be the last teacher to be laid off.

SECTION XXII -- MISCELLANEOUS PROVISIONS

- A. No polygraph, lie detector device, or electronic listening device shall be used by school officials in any investigation of any teacher or pupil.
- B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. Copies of this Agreement in booklet form shall be printed at the expense of the Board and shall be separated from the school policies and procedures handbook. Current employees shall be provided with a copy of the Collective Bargaining Agreement within forty-five (45) days after ratification. The Association shall be provided with at least fifty (50) additional copies. Addendums shall be provided each Association member immediately after ratification at Board expense.
- D. For the terms of this Agreement the school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
- E. Teachers who have been accepted for a summer institute may, at the discretion of the Superintendent and based upon the benefits to the District, be excused from the last week of school without loss of benefits.
- F. Should the calendar fail to meet the 180 day requirement for state aid entitlement in full, the Board representatives and the Association shall revise the calendar.
- G. In the event a teacher's end-of-year obligations are not completed on the Records Day provided by the calendar it will be the teacher's responsibility to complete these on the next school business day.
- H. In the event the Board of Education authorizes the development or subsequent revision of Board policies dealing with communicable diseases, the employer will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact on terms and conditions of employment of bargaining unit members.
- I. For the duration of this master agreement, other than the Edison Project, the Board of Education will not authorize any public school academy or apply for any public school academy contract with another body authorized to grant such request.

SECTION XXIII -- DURATION

- A. This Agreement and all its provisions that were implemented during the 1993-94 school year shall become effective June 29, 1994, and shall remain in effect through August 31, 1997.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law.

MCEA - MEA-NEA LOCAL I

BOARD OF EDUCATION

By *Lu Battagione*  
President MEA-NEA Local I

By *Earl C. Rickman*  
President

By *Dorothy Scott*  
President, MCEA

By *Wendy Walker*  
Vice-President

By *Dorothy Scott*  
Spokesperson

By *Ross F. Champion*  
Secretary

APPENDIX A

Calendar - 1994/1995

School Calendar:

Wednesday, August 31	Teachers report, district meetings in morning/afternoon.
Thursday, September 1	School site meetings in AM/Teachers work in rooms in PM.
Friday, September 2	No classes for teachers/students.
Monday, September 5	Labor Day/No classes
Tuesday, September 6	Classes morning only (K-12).
	Teachers work in rooms in afternoon.
Friday, November 11	End of first marking period
	Classes morning only, records in afternoon.
-Tuesday, November 15	Parent-Teacher Conferences in evening (K-5)
-Wednesday, November 16	Classes - morning only (K-5)
	Parent - Teacher Conferences in afternoon (K - 5)
	Parent - Teacher Conferences in evening (6 - 8)
	Classes - morning only (K - 12)
	Parent - Teacher Conferences in afternoon (K - 12)
	Parent - Teacher Conferences in evening (9 -12)
Wednesday, November 23	Thanksgiving recess begins at the end of morning classes
	Teacher released, compensatory time in afternoon.
	Classes resume
Monday, November 28	Winter recess begins at end of day
Tuesday, December 20	Classes resume
Tuesday, January 3	Martin Luther King, Jr. Day (no classes)
Monday, January 16	End of second marking period
Friday, January 27	Classes morning only, records in afternoon.
	Mid-winter recess begins at the end of classes
Thursday, February 16	Classes resume
Tuesday, February 21	End of Third Quarter
Friday, April 7	Classes morning only, records in afternoon.
	Parent-Teacher Conferences in evening (K-5)
-Monday, April 10	Classes - morning only (K-5)
-Tuesday, April 11	Parent - Teacher Conferences in afternoon (K - 5)
	Parent - Teacher Conferences in evening (6 - 8)
	Classes - morning only (K - 12)
	Parent - Teacher Conferences in afternoon (K - 12)
	Parent - Teacher Conferences in evening (9 -12)
	Spring recess begins end of morning classes.
Thursday, April 13	Teacher released, compensatory time in afternoon.
	Classes resume
Monday, April 24	Memorial Day (no classes)
Monday, May 29	Half day of classes for students, (K-8) Records in afternoon
Friday, June 9	Half day of classes for students, (K-8) Records in afternoon
Wednesday, June 14	Last half student day of classes/Records Day in PM
Thursday, June 15	Records Day
Friday, June 16	

Staff development half-days will be scheduled throughout the school year.

One hour building meetings: October 4; November 8, December 6; January 3; February 7; March 7; April 4; May 2.

**1994-95 School Year  
Summary of Teacher Days**

First Quarter	First Day For Teachers			
Wednesday, August 31	(Teacher Days)	(Student Days)		
August 31 - November 8	August	1	August	0
	September	20	September	19
	October	21	October	21
	November	9	November	9
<b>First Quarter Totals</b>		<b>51</b>		<b>49</b>

Second Quarter				
November 14 - January 27	(Teacher Days)	(Student Days)		
	November	11	November	11
	December	14	December	14
	January	18	January	18
<b>Second Quarter Totals</b>		<b>43</b>		<b>43</b>

Third Quarter				
January 30 - April 7	(Teacher Days)	(Student Days)		
	January	2	January	2
	February	18	February	18
	March	23	March	23
	April	5	April	5
<b>Third Quarter</b>		<b>48</b>		<b>48</b>

Fourth Quarter				
April 10 - June 15	(Teacher Days)	(Student Days)		
	April	9	April	9
	May	22	May	22
	June	11	June	10
<b>Fourth Quarter</b>		<b>42</b>		<b>41</b>

Yearly Totals:	(Teacher Days)	(Student Days)		
First Quarter		51		49
Second Quarter		43		43
Third Quarter		48		48
Fourth Quarter		42		41
<b>Totals:</b>		<b>184</b>		<b>181</b>

Calendar - 1995/1996

School Calendar:

Wednesday, August 30	Teachers report, district meetings in morning/afternoon.
Thursday, August 31	School site meetings in AM/Teachers work in rooms in PM.
Friday, September 1	No classes for teachers/students.
Monday, September 4	Labor Day/No classes
Tuesday, September 5	Classes morning only (K-12).
	Teachers work in rooms in afternoon.
Friday, November 3	End of first marking period
	Classes morning only, records in afternoon.
-Tuesday, November 7	Parent-Teacher Conferences in evening (K-5)
-Wednesday, November 8	Classes - morning only (K-5)
	Parent - Teacher Conferences in afternoon (K - 5)
	Parent - Teacher Conferences in evening (6 - 8)
Thursday, November 9	Classes - morning only (K - 12)
	Parent - Teacher Conferences in afternoon (K - 12)
	Parent - Teacher Conferences in evening (9 -12)
Wednesday, November 22	Thanksgiving recess begins at the end of morning classes
	Teacher released, compensatory time in afternoon.
Monday, November 27	Classes resume
Tuesday, December 19	Winter recess begins at end of day
Wednesday, January 3	Classes resume
Monday, January 15	Martin Luther King, Jr. Day (no classes)
Friday, January 26	End of second marking period
	Classes morning only, records in afternoon.
Thursday, February 15	Mid-winter recess begins at the end of classes
Tuesday, February 20	Classes resume
Thursday, April 4	End of Third Quarter
	Classes morning only, records in afternoon.
	Spring recess begins end of morning classes.
Monday, April 15	Classes resume
-Tuesday, April 16	Parent-Teacher Conferences in evening (K-5)
-Wednesday, April 17	Classes - morning only (K-5)
	Parent - Teacher Conferences in afternoon (K - 5)
	Parent - Teacher Conferences in evening (6 - 8)
	Classes - morning only (K - 12)
	Parent - Teacher Conferences in afternoon (K - 12)
	Parent - Teacher Conferences in evening (9 -12)
	Teacher released, compensatory time in afternoon.
Friday, May 24	Memorial Day (no classes)
Monday, May 27	Half day of class for students(K-8), Records Day in afternoon
Friday, June 7	Half day of class for students(K-8), Records Day in afternoon
Wednesday, June 12	Half day of class for students(K-8), Records Day in afternoon
Thursday, June 13	Last half student day of classes/Records Day in PM
Friday, June 14	Records Day

Staff development half-days will be scheduled throughout the school year.

One hour building meetings: October 3; November 14, December 5; January 9; February 6; March 5; April 2; May 7.

**1995-96 School Year  
Summary of Teacher/Student Days**

First Quarter				
Wednesday, August 30, 31	(Teacher Days)		(Student Days)	
August 30 - November 3	August	2	August	0
	September	19	September	19
	October	22	October	22
	November	3	November	3
First Quarter Totals		46		44

Second Quarter				
November 6 - January 26	(Teacher Days)		(Student Days)	
	November	17	November	17
	December	13	December	13
	January	17	January	17
Second Quarter Totals		47		47

Third Quarter				
January 29 - April 3	(Teacher Days)		(Student Days)	
	January	3	January	3
	February	19	February	19
	March	21	March	21
	April	3	April	3
Third Quarter		46		46

Fourth Quarter				
April 4 - June 14	(Teacher Days)		(Student Days)	
	April	13	April	13
	May	22	May	22
	June	10	June	9
Fourth Quarter		45		44

Yearly Totals:	(Teacher Days)		(Student Days)	
First Quarter		46		44
Second Quarter		47		47
Third Quarter		46		46
Fourth Quarter		45		44
Totals:		184		181



Calendar - 1996/1997

School Calendar:

Wednesday, August 28	Teachers report, district meetings in morning/afternoon.
Thursday, August 29	School site meetings in AM/Teachers work in rooms in PM.
Friday, August 30	No classes for teachers/students.
Monday, September 2	Labor Day/No classes
Tuesday, September 3	Classes morning only (K-12).
	Teachers work in rooms in afternoon.
Friday, November 8	End of first marking period
	Classes morning only, records in afternoon.
-Tuesday, November 12	Parent-Teacher Conferences in evening (K-5)
-Wednesday, November 13	Classes - morning only (K-5)
	Parent - Teacher Conferences in afternoon (K - 5)
	Parent - Teacher Conferences in evening (6 - 8)
	Classes - morning only (K - 12)
	Parent - Teacher Conferences in afternoon (K - 12)
	Parent - Teacher Conferences in evening (9 -12)
Wednesday, November 27	Thanksgiving recess begins at the end of morning classes
	Teacher released, compensatory time in afternoon.
	Classes resume
Monday, December 2	Winter recess begins at end of day
Friday, December 20	Classes resume
Monday, January 6	Martin Luther King, Jr. Day (no classes)
Monday, January 20	End of second marking period
Friday, January 24	Classes morning only, records in afternoon.
	Mid-winter recess begins at the end of classes
Thursday, February 13	Classes resume
Tuesday, February 18	End of Third Quarter
Thursday, March 27	Classes morning only, records in afternoon.
	Spring recess begins end of day.
	Classes resume
Monday, April 7	Parent-Teacher Conferences in evening (K-5)
-Tuesday, April 8	Classes - morning only (K-5)
-Wednesday, April 9	Parent - Teacher Conferences in afternoon (K - 5)
	Parent - Teacher Conferences in evening (6 - 8)
	Classes - morning only (K - 12)
	Parent - Teacher Conferences in afternoon (K - 12)
	Parent - Teacher Conferences in evening (9 -12)
	Teachers released, compensatory time in afternoon.
Friday, May 23	Memorial Day (no classes)
Monday, May 26	Half day of class for students(K-8), Records Day in afternoon
Friday, June 6	Half day of class for students(K-8), Records Day in afternoon
Wednesday, June 11	Last half student day of classes/Records Day in PM
Thursday, June 12	Records Day
Friday, June 13	

Staff development half-days will be scheduled throughout the school year.

One hour building meetings: October 1; November 12, December 3; January 7; February 4; March 4; April 8; May 6.

**1996-97 School Year  
Summary of Teacher Days**

First Quarter	First Day For Teachers			
Wednesday, August 28	(Teacher Days)		(Student Days)	
September 3 - November 8	August	2	August	0
	September	20	September	20
	October	23	October	23
	November	6	November	6
<b>First Quarter Totals</b>		<b>51</b>		<b>49</b>

Second Quarter				
November 11 - January 24	(Teacher Days)		(Student Days)	
	November	13	November	13
	December	15	December	15
	January	14	January	14
<b>Second Quarter Totals</b>		<b>42</b>		<b>42</b>

Third Quarter				
January 27 - March 27	(Teacher Days)		(Student Days)	
	January	5	January	5
	February	18	February	18
	March	19	March	19
<b>Third Quarter</b>		<b>42</b>		<b>42</b>

Fourth Quarter				
April 7 - June 13	(Teacher Days)		(Student Days)	
	April	18	April	18
	May	21	May	21
	June	10	June	9
<b>Fourth Quarter</b>		<b>49</b>		<b>48</b>

Yearly Totals:	(Teacher Days)		(Student Days)	
First Quarter		51		49
Second Quarter		42		42
Third Quarter		42		42
Fourth Quarter		49		48
<b>Totals:</b>		<b>184</b>		<b>181</b>

## APPENDIX B

It is agreed that any teacher who was on a salary step less than the top step of each salary lane for 1992-93 shall now be placed on the 1994-95 Salary Schedule with an increase of three (3) steps (e.g. if a teacher was on step 2 of the Bachelor Degree Salary Lane for 1992-93, that teacher will now be placed on step 5 of the 1994-95 Salary Schedule). Any teacher who in 1992-93 was on the last two steps of a salary lane will be placed on the top step for 1994-95.

In addition, any teacher who did not receive his/her step incremental increase for 1993-94 and is still a Mount Clemens teacher on September 1, 1994, shall receive a retroactive payment equal to his/her step increment in the second paycheck for the 1994-95 school year.

For the 1995-96 school year, fiscal year ending June 30, 1996, teachers in the Mount Clemens School District shall receive a total 3% pay raise at each step over the 1994-95 salary schedule.

For the 1996-97 school year, fiscal year ending June 30, 1997, teachers in the Mount Clemens School District shall receive a total 3% pay raise at each step over the 1995-96 salary schedule.

### SALARY SCHEDULE 1994/95

STEP	BACH. DEGREE	MASTER DEGREE	SPECIAL. DEGREE	DOCTOR DEGREE
1	24000	27517	29100	30889
1.5	24601	28206	29828	31661
2	25215	28910	30573	32452
2.5	25846	29633	31338	33264
3	26492	30374	32122	34096
3.5	30822	35670	37721	40039
4	31552	36689	38795	41184
4.5	32323	37770	39944	42397
5	33096	38850	41087	43607
5.5	33907	39992	42293	44894
6	34717	41132	43501	46179
6.5	35566	42349	44787	47543
7	36412	43559	46071	48906
7.5	37306	44845	47435	50353
8	38194	46129	48789	51801
8.5	39133	47491	50230	53332
9	40070	48850	51671	54862
9.5	41053	50273	53193	56489
10	42033	51878	54725	58117
10.5	43107			
11	44183			

\$300 paid to each teacher employed as of September 1, 1994, in lump sum on first pay in December 1994.

SALARY SCHEDULE 1995/96

STEP	BACH. DEGREE	MASTER DEGREE	SPECIAL. DEGREE	DOCTOR DEGREE
1	24720	28343	29973	31815
1.5	25339	29052	30723	32611
2	25972	29777	31491	33426
2.5	26621	30522	32278	34262
3	27286	31285	33085	35119
3.5	31746	36740	38852	41240
4	32499	37789	39959	42419
4.5	33293	38903	41143	43669
5	34089	40015	42319	44915
5.5	34924	41192	43562	46240
6	35759	42366	44806	47564
6.5	36633	43620	46131	48969
7	37504	44865	47453	50374
7.5	38425	46191	48858	51863
8	39340	47512	50253	53355
8.5	40307	48916	51737	54932
9	41272	50315	53221	56508
9.5	42284	51781	54789	58184
10	43294	53434	56367	59860
10.5	44400			
11	45508			

SALARY SCHEDULE 1996/97

STEP	BACH. DEGREE	MASTER DEGREE	SPECIAL. DEGREE	DOCTOR DEGREE
1	25462	29193	30872	32770
1.5	26099	29923	31644	33589
2	26751	30671	32435	34429
2.5	27420	31438	33246	35290
3	28105	32223	34078	36173
3.5	32699	37842	40018	42478
4	33474	38923	41158	43692
4.5	34292	40070	42377	44979
5	35112	41215	43589	46263
5.5	35971	42427	44868	47628
6	36831	43637	46150	48991
6.5	37732	44929	47515	50438
7	38629	46211	48877	51885
7.5	39577	47576	50323	53419
8	40521	48938	51760	54955
8.5	41516	50383	53289	56580
9	42510	51825	54818	58203
9.5	43553	53335	56433	59930
10	44593	55037	58058	61656
10.5	45732			
11	46874			

Note: This language is not applicable to this Agreement. The purpose is solely for historic value or future use.

#### SCHEDULE B -- COST OF LIVING ADJUSTMENT (C.O.L.A.)

Each teacher shall receive a cost of living adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumer for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-100) and hereafter referred to as the CPI, subject to the terms of this provision. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase (not to exceed 5%), rounded to the nearest one-tenth of one percent, of the CPI multiplied by the appropriate salary steps as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of the April of the year in which the C.O.L.A. is to be paid; the remainder shall then be divided by the CPI of April of the previous year. The resulting amount of money shall then be paid, less appropriate payroll deductions, rounded to the nearest \$1.00 to each teacher no later than June 30 of the year in which the C.O.L.A. is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule but shall be paid by a check separate from the teacher's regular paycheck. The maximum amount of the percent increase which shall be paid under the terms of this provision shall not exceed 5%.

EXAMPLE:           April 1979, Detroit CPI 187.9  
                  April 1980, Detroit CPI 202.8  
                          202.8 - 187.9 = 14.9  
                          14.9 - 187.9 = 7.9%

Multiply each step on salary schedule by 1.05 to determine the adjusted salary schedule

#### GENERAL

1. Proration - in the event a teacher does not complete the school year or is employed for less than the full school year, the Cost of Living Adjustment shall be prorated based upon a ratio of the number of workdays each teacher worked to 185 workdays multiplied by the Cost of Living Adjustment.
2. Consumer Price Index Information - in the event the Bureau of Labor Statistics terminates publication of the monthly Consumer Price Index information required for purposes of this provision or substantially modifies the manner of calculating such information, representatives of the Board and Local I agree to meet for the purpose of negotiating the terms of the Cost of Living Adjustment provision. Also, if receipt by the District of Consumer Price Index information from the Bureau of Labor Statistics is delayed for reasons beyond the control of the District, payment of the Cost of Living Adjustment shall be made as soon as possible following the receipt of such information.
3. The COLA adjustment shall be applied to all salary lanes, longevity payments, long-term disability payments (in the year in which the payments commence), short term disability payments, and all payments made pursuant to Schedules B-1 and B-2

SCHEDULE B-1 -- ADDITIONAL COMPENSATION FOR EXTRA DUTIES

It is expressly understood that when teachers agree to share an extra duty assignment, they will receive a pro-rata share of the compensation identified for that assignment.

POSITION	AMOUNT
Academic Coaches	900
Acting Elementary Assistant Principal	1,575
Aquabelles	2,700
Art Show Sponsor	100 per show
Art Service	900
Business Professionals of America	1,800
Chaperone (elementary and middle school)	10 per event
Class Sponsor	
Senior Class	1,800
Junior Class	1,350
Sophomore	900
Freshman Class	900
Class Sponsor Assistant	450
Club Sponsor	900
Co-op - Release time as determined by Voc Ed guidelines - member in position for 1993/94 school year will be grandpersoned at stipend level received during 1993/94.	
Curriculum Committee Chairperson	800
Curriculum Committee Member (7 maximum)	600
Curriculum Council Member	300
Curriculum Council Secretary	350
Curriculum Council Chairperson	400
Debate	1,800
Department and Grade Level Chairpersons	300 per member
Driver Training & Supervision of vehicles	1,800
Elementary Bus Duty Coordinator	1,350
Forensics	1,350
Intermural Sports	
Each sport approved by Athletic Director	900
Instrumental Music (secondary)	3,600
Newspaper Sponsor	
Elementary	900
Middle School	900
High School**	4,050
Performing Arts Coordinator	3,600
Planetarium Director	2,000
Safety Patrol	1,350
School Improvement Team Chairperson	900
School Improvement Team Member (6 maximum)	450
Stage Manager - member in position for 1993/94 school year will be grandpersoned at release time and stipend level received during 1993/94. When member leaves position it will be removed from this schedule.	
Student Council	
Elementary	1,350
Middle School	1,350
High School	1,350
Vocal Music (secondary)	2,700
Yearbook Sponsor (high school)**	4,050

Student Activities Facilitator will be phased out of the contract during the 1994/95 school year. Compensation during 1994/95 will be the stipend level received during 1993/94. After 1994/95 the position of Director of Student Activities will be removed from this schedule.

Coordinator of High School Scheduling will be phased out of the contract during the 1994/95 school year. Compensation during 1994/95 will be the stipend received during 1993/94. After 1994/95 this position will be removed from this schedule.

\*\* If a teacher is assigned both newspaper and yearbook at the high school level, he/she shall have the option of one (1) full release hour or both supplemental salaries.

Maintenance of industrial arts and science equipment will be limited to 125 and 75 hours respectively at the non-teaching hourly rate as approved by the department chairperson.

Mileage paid at IRS rate



SCHEDULE B-2 -- ATHLETIC COACHES  
 INTERSCHOLASTIC SPORTS

POSITION	AMOUNT
-----	
FALL SPORTS SEASON	
-----	
Boys Football	
Head Varsity	4,800
Assistant Varsity	3,200
Junior Varsity	2,800
Freshman	2,800
Girls Basketball	
Head Varsity	4,800
Junior Varsity	3,200
Freshman	2,800
Middle School	2,400
Cross Country	
Head Varsity	3,600
Assistant Varsity	2,400
Girls Tennis	
Head Varsity	3,600
Assistant Varsity	2,400
Golf	
Head Varsity	2800
Girls Swimming	
Head Varsity	3600
Assistant Varsity	2400
Boys Soccer	
Head Varsity	3600
Assistant Varsity	2400
Middle School	2000
Cheerleader	
Coach	2000
Assistant Coach	1000
WINTER SPORTS SEASON	
-----	
Girls Volleyball	
Head Varsity	4800
Junior Varsity	3200
Freshman	2800
Middle School	2400
Boys Basketball	
Head Varsity	4800
Junior Varsity	3200
Freshman	2800
Middle School	2400

Boys Wrestling	
Head Varsity	4800
Assistant Varsity	3200
Freshman	2800

Boys Swimming	
Head Varsity	3600
Assistant Varsity	2400

SPRING SPORTS SEASON

---

Boys Track	
Head Varsity	4000
Assistant Varsity	2800
Freshman	2400
Middle School (combined team)	2000

Girls Track	
Head Varsity	4000
Assistant Varsity	2800
Freshman	2400
Middle School (combined team)	2000

Boys Tennis	
Head Varsity	3600
Assistant Varsity	2400

Girls Softball	
Head Varsity	3600
Junior Varsity	2800
Freshman	2400
Middle School	2000

Boys Baseball	
Head Varsity	3600
Junior Varsity	2800
Freshman	2400

Girls Soccer	
Head Varsity	3600
Assistant Varsity	2400

Scouting	
Football	110
Basketball	110

Each coach will be provided with an athletic handbook as adopted by the Board of Education.

Coaching positions that have been posted for 4 consecutive years and not filled by an Association member will only have to be posted at the discretion of the Board or if the position is vacated by the current coach.

SCHEDULE B-3 -- PAY DIFFERENTIAL RELATED TO TEACHING DUTIES

POSITION	AMOUNT
----- Teachers with Michigan Vocational Education or Occupational Education Certificates currently being used*	450
Social Worker (with a two year Master Degree)	360

\*All Vocational Education teachers shall attend two Occupational Advisory Committee meetings per year. They may, if they wish, attend additional meetings when such are held during the school year. They shall be compensated for such attendance at the non-teaching hourly rate.

Vocational Education teachers receiving the 1% per hour stipend during the 1993/94 school year will continue to receive the 1993/94 amount in the future on a proportionate basis according to the number of Vocational Education classes taught.

Any Association member receiving a supplemental salary on any Schedule B (B-1, B-2, B-3) during 1993/94 that is greater than the salary on the above schedules will continue to receive that rate until they leave that position. Once they leave that position the effective rate is the rate shown on the above schedules.

A list of all members grandpersoned under any 1993/94 Schedule B provisions will be developed jointly by the Association and the Board. This list will be reviewed and updated annually. A current member, as identified in the list above, holding a position on the above schedules, may, upon approval of the Board, be granted a leave of absence for medical and/or other extenuating circumstances for up to one year. In the event the member then returns to the same position, he/she shall receive their previous supplemental salary.

APPENDIX C

POSITIONS EXCLUDED FROM BARGAINING UNIT

1. Superintendent of Schools
2. Assistant Superintendent(s)
3. Director of Instruction
4. Administrative Assistant(s)
5. Principals
6. Assistant Principals
7. Director of Community Education
8. Director of Health, Physical Education and Athletics
9. Director of Student Personnel Services
10. Director of Special Education
11. Coordinator of Instrumental Music\*
12. Coordinator of Art\*
13. Ombudsman
14. Administrative Intern
15. Director of Career Education
16. Substitute Teachers
17. Paraprofessionals

\*The Board agrees that the positions of Coordinator of Instrumental Music and Coordinator of Art, as listed above, shall retain their present job description and responsibilities until such time as a vacancy occurs in either position. Such vacancy will not be filled by an employee who will concurrently hold a bargaining unit position. The Association will be consulted prior to the establishment of any new position that might replace the present coordinators' positions.

LETTER OF UNDERSTANDING  
BETWEEN  
MOUNT CLEMENS BOARD OF EDUCATION  
AND  
MEA-NEA LOCAL 1, MOUNT CLEMENS

THE PARTIES ACKNOWLEDGE STATE MANDATES FOR STUDENT INSTRUCTION TIME.

THE PARTIES ALSO ACKNOWLEDGE AN INTEREST IN DESIGNING AN ALTERNATIVE SCHEDULE (E.G. HOLT MODEL) FOR K-12 INSTRUCTION WHICH MAY BETTER MEET THE NEEDS OF THE DELIVERY OF INSTRUCTION AND THE FACILITATION OF INCREASED TEACHER EMPOWERMENT AND INVOLVEMENT IN THE SITE BASED DECISION MAKING PROCESS.

TO THIS END, THE BOARD OF EDUCATION AND ASSOCIATION SHALL ESTABLISH A COMMITTEE COMPOSED OF TEACHERS AND ADMINISTRATORS TO DEVELOP AN ALTERNATIVE K-12 TEACHER AND STUDENT SCHEDULE.

THE COMMITTEE SHALL BE MADE UP OF ONE SCHOOL IMPROVEMENT CHAIRPERSON FROM EACH BUILDING, THE BUILDING PRINCIPAL, THE MCEA PRESIDENT AND THE ASSISTANT SUPERINTENDENT FOR INSTRUCTION.

THE COMMITTEE SHALL ISSUE ITS RECOMMENDATIONS TO BOTH PARTIES NO LATER THAN JANUARY 31, 1995. IF THE ASSOCIATION CONCURS WITH THE RECOMMENDATIONS, THEY MAY BE PRESENTED TO THE BOARD OF EDUCATION FOR POSSIBLE IMPLEMENTATION BY AUGUST 1, 1995.

Storothy Scott  
MCEA PRESIDENT

Lu Battagliari  
LOCAL 1 PRESIDENT

Earl C. Rickman  
BOARD PRESIDENT

Ann Z. Chanson  
BOARD SECRETARY

JUNE 29, 1994

LETTER OF UNDERSTANDING  
BETWEEN  
MOUNT CLEMENS BOARD OF EDUCATION  
AND  
MEA-NEA LOCAL 1, MOUNT CLEMENS

Classroom Visitations by Central Office Administrators

1. A minimum of one day's prior notification of a central office administrator's classroom visitation will be given to each teacher visited unless there are unusual, extenuating circumstances.
2. The purpose of the classroom visitation is to assess the rate of implementation of new curriculum and instructional techniques and to provide a direct opportunity to determine the resource needs of staff.
3. The purpose of the classroom visitation is not to conduct an evaluation of the teacher.
4. Any follow-up letters written by the Central Office Administrator giving an account of the visitation will only be sent to the teacher with a copy to his/her building principal.
5. No discipline will be given to any teacher who requests to discuss the classroom visitation letter, writes a reply to the letter or makes no response to the letter.
6. Any follow-up letter will not be placed in the teacher's personnel file and will not be used by any representative of the Board of Education or the association throughout the evaluation process, or in any arbitration, tenure or court proceeding, unless the visitation reveals an act of misconduct. Documentation regarding misconduct may be placed in a teacher's personnel file and may be used by both parties throughout the disciplinary process.

Dorothy Scott  
MCEA PRESIDENT

Law Battaglia  
LOCAL 1 PRESIDENT

Earl C. Rickman  
BOARD PRESIDENT

Ross T. Champion  
BOARD SECRETARY

JUNE 29, 1994

LETTER OF UNDERSTANDING  
BETWEEN  
MOUNT CLEMENS BOARD OF EDUCATION  
AND  
MEA-NEA LOCAL 1, MOUNT CLEMENS

THE BOARD OF EDUCATION AND ASSOCIATION SHALL ESTABLISH A COMMITTEE COMPOSED OF AN EQUAL NUMBER OF TEACHERS AND ADMINISTRATORS TO DEVELOP A SEVERANCE INCENTIVE PLAN. THE TEACHER MEMBERS OF THE COMMITTEE WILL BE APPOINTED BY THE ASSOCIATION. THE COMMITTEE SHALL ISSUE ITS RECOMMENDATIONS TO BOTH PARTIES NO LATER THAN JANUARY 31, 1995. IF THE ASSOCIATION CONCURS WITH THE RECOMMENDATIONS, THEY MAY BE PRESENTED TO THE BOARD OF EDUCATION FOR POSSIBLE IMPLEMENTATION BY JUNE 30, 1995.

Dorothy Scott  
MCEA PRESIDENT

Fu Bottagliere  
LOCAL 1 PRESIDENT

Earl C. Rukman  
BOARD PRESIDENT

Robert Changion  
BOARD SECRETARY

JUNE 29, 1994

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