

8/31/2000

4489

Master Agreement

between

**Clinton Community Schools
Board of Education**

and

**Lenawee County Education Association
CEA, MEA/NEA**

9/1/97 - 8/31/2000

Clinton Community Schools

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This agreement entered into this 1st day of September, 1997, by and between the School District of Clinton in the Village of Clinton, Michigan, hereafter called the "Board", and Lenawee County Education Association, LCEA, MEA, NEA, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to confirm in this Agreement,

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

ARTICLE I: RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section XI of Act 379 of the Public Acts of 1965, for all professional personnel under contract with the Board, excluding all administrative personnel and substitute teachers and temporary per-diem teachers, except those employed for 150 school days or more in a school year as provided in ARTICLE XVI, Section B, also excluding all adult community education teachers and coaches who are not otherwise in the unit as teachers.
- B. This recognition shall extend for the duration of this agreement.

ARTICLE II: RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school district's business, the equipment, and the operations and to direct the working forces and affairs of the Employer.
2. Continue its right and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business hours or days.
3. Direct the professional personnel, including the right to hire, promote, suspend, layoff, and discharge employees.
4. Adopt reasonable rules and regulations.
5. Determine the qualification of employees.
6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.
7. Determine the placement of operations, service, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting practices.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection or training of employees, provided that such selection shall be based upon lawful criteria.
11. Determine the educational program, curriculum, and staffing requirements, (including the assignment of bargaining unit work to non-bargaining unit members and the subcontracting of bargaining unit work if mutually agreed upon).

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III: RIGHTS OF THE TEACHER

- A. The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers with respect to the maintenance of control and discipline on school property.
- B. Any case of assault upon a teacher shall be promptly reported to the Board through the teacher's immediate supervisor. In the event of unprovoked assault, or if the teacher is complained against or threatened with court action by reason of disciplinary action taken against a student or any other school related behavior, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault or court action and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities to the limits of the school district's liability insurance; provided that:
 - 1. the teacher acted within the scope of Board policy, and
 - 2. that the actions were reasonable and prudent as determined by the Board.

The Board's determination shall include a full investigation of the assault and all conditions surrounding it.

- C. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by law.
- D. Teachers shall be required to exercise reasonable care with respect to the safety of pupils and their property.
- E. Any complaint directed toward a teacher shall be called to the teacher's attention except in those instances where investigation time is necessary.

If a complaint is raised against a teacher or teachers at a Board meeting, that complaint will be received and taken under advisement. The teacher or teachers involved will be notified of such complaint before any action is taken.

- F. A pre-determined certified person will assume administrative duties of each building during absence of the building principal.

ARTICLE IV: RIGHTS OF THE ASSOCIATION

- A. In addition to the terms of the contract and the policies of the Board of Education, the Association is hereby guaranteed all rights established by State Law governing teacher employment, tenure, fair labor practices and recognition.
- B. The bargaining unit and its members shall have the privilege to use school building facilities on the same basis as other community organizations or groups, as governed by Board Policy.
- C. Bulletin board space in the faculty lounge of each building shall be provided to the Association for the purpose of communication.
- D. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district, and the Association shall have the opportunity to discuss this budget with school officials.
- E. The Board agrees to furnish the Association President one copy of the school board meeting agenda and the minutes of all regular and special meetings, with the exception of executive sessions. In addition, the Board will place one set of this information in the teacher work room/lounge in each school building at the time the material is supplied to the Association President.
- F. The Board agrees that the Administrative Council will meet regularly, at least once per month for the purpose of addressing and resolving issues affecting more than one building. The Association representative for each building and President of the CEA are regular members. Other members include the superintendent, all other administrators, and may include counselors and middle school and high school athletic directors.
- G. The Board will provide three (3) paid association days for the president or his/her designee.

ARTICLE V: TEACHING HOURS

- A. Teachers shall be at their assigned teaching stations not later than fifteen (15) minutes before the beginning of the school day for students and at the end of the school day shall remain at their teaching stations until the official close of the day for staff, which shall not exceed seven (7) hours and thirty (30) minutes after the staff starting time unless otherwise assigned or directed. In those cases where schedule demands that a part-time teacher's conference period be assigned between academic teaching assignments, the Board will pay the teacher the full conference period but reserves the right to schedule that teacher to other student supervisory or curricular assignments for the remainder of the conference period.
- B. All staff meetings will be announced one (1) week in advance in the weekly staff bulletin except in emergencies. Teachers shall reserve Tuesdays for administratively called faculty meetings. Teachers working in more than one building shall not be required to attend more than one faculty meeting per week to be determined by the administrators involved.
- C. Administratively called staff meetings shall not average more than one (1) hour per week. If a staff meeting is scheduled which exceeds one (1) hour, notification must be given to staff via the Faculty Bulletin at least one week in advance.
- D. The school district shall operate under nine (9) week marking periods.
- E.
 - 1. Duty-free lunch periods of thirty-five (35) minutes duration shall be provided for all teachers.
 - 2. The Administration will schedule all sections of a grade for recess and lunch period at the same time whenever educationally feasible.
- F. All teachers in the elementary grades, K-5, will be provided with a minimum of two hundred fifty (250) minutes of conference time per week during the school day, when students are in attendance, to be provided in not less than fifteen (15) minute blocks. Each teacher shall be guaranteed at least one fifteen (15) minute block in any given day. A sincere attempt will be made to arrange the schedule so that conference blocks will be longer when and if possible. The beginning and ending time shall not be construed as conference time. Teachers, grades 6-12, shall be provided with no less than 230 minutes of conference time per week.

The board agrees that it will arrange a schedule that will provide the traveling teacher between the Elementary and Middle School a minimum of eight (8) minutes and between the Middle or Elementary and High School ten (10) minutes of travel time unless travel is scheduled during conference period or lunch period.

Travel compensation will be \$2.00 per day for teacher(s) traveling between Elementary or Middle School to High School and vice versa during conference period or lunch period.

- G. If a teacher shall teach more than the normal teaching load (six (6) periods in a seven (7) period day, or the equivalent thereof), he/she shall receive additional compensation at the rate of one-seventh (1/7) of his/her basic teaching salary.

- H. The teachers recognize the educational importance of P.T.O. and Parent-Teacher Conferences. When such activities are held after school hours (as set forth in Item A of this Article) and at which attendance is required, compensatory time will be given. If it is mutually determined between the principal and teachers that additional parent conference time is needed then an equal amount of release time and/or monetary remuneration shall be negotiated for all affected teachers.

- I. The staff agrees to attend Open House activities and/or other after hours assignments in conjunction with their building activities, as directed by the Board, not to exceed two such after hour assignments per contract year. Teachers shall be given the opportunity to select such assignments or to be assigned with two weeks advance notice.

- J. Attendance procedures will comply with state requirements and building procedures as directed by the school administration.

ARTICLE VI: SPECIAL STUDENT PROGRAMS

- A. The parties recognize that children who are certified special education students, when mainstreamed, will be placed according to the following criteria:
1. Consistent with the individual educational plans for each child.
 2. Student academic welfare.
 3. Academic level of instruction.
 4. Teacher load.
 5. Even distribution in like classes if scheduling permits.
- B. Administration will attempt to inform teachers of special and peculiar problems and/or of the conditions of students.

ARTICLE VII: TEACHER ASSIGNMENTS

- A. The Board will attempt to assign teachers to the area of their greatest professional competence; i.e. majors, minors, in the secondary, early elementary or later elementary. This is to imply that the teacher's major area of preparation shall be considered first, the minor areas second. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study without prior consultation with the teachers involved.
- B. Teachers who will be affected by a change in grade assignment in the elementary school and in subject assignments in the secondary school shall be consulted as early as possible. Every effort shall be made to keep all teachers who are under consideration for reassignment continually informed of tentative administrative plans.

The professional opinion of the teachers relative to assignment and grade placement, either singularly or collectively, shall be openly solicited by the administration. While the final determination of subject and room assignment is vested the Board, it shall not so assign a teacher without prior discussion with the teacher.

- C. Each teacher shall be informed in writing by the Superintendent of his tentative teaching assignment for the next year by June 25. Previous to

July 25, the teacher will be notified in writing by the Superintendent of Schools of his permanent assignment for the next school year. Changes in assignment after this date may be made for valid educational and management reasons, provided the teachers concerned are informed as soon as the assignment is determined.

- D. Reasonable effort shall be made to balance teaching assignment as to total number of pupils per day, teaching preparations, and other factors which affect total teaching loads. This does not include extra class assignments for which extra pay is provided.

ARTICLE VIII: PROMOTIONS, ASSIGNMENTS, AND TRANSFERS

The Board and the Association recognize that an optimum educational environment includes a teacher who is working within his area of special competence and interest. Therefore, the Board shall provide opportunities for teachers to express their desire for change of assignment as follows:

- A. Requests for grade and subject reassignment shall be made in writing to the Superintendent and shall present objective evidence, including professional qualifications to reinforce such request.
- B. A vacancy shall exist when a resignation has been accepted; or if a new position is created. When a split classroom is established, it shall be considered a new position. When a split class is eliminated and full sections of the parts of the split are established, these shall be considered as being new vacant positions. Notices of all vacancies and newly created positions shall be posted or published in the weekly faculty bulletin during the school year. During the summer months, notices of vacancies shall be transmitted in writing to all teachers. Academic and experience requirements, personal skills, and responsibilities of the position shall be indicated.
- C. Any teacher possessing the qualifications to apply for such vacancy shall do so in writing to the Superintendent's Office. In filling vacancies, the Board reserves the right to select the candidate who in its judgment has the greatest potential for success. If the qualifications of candidates are equal, the most senioreed applicant shall be awarded the position. 'Professional qualifications' and 'qualifications' as used in this article are defined as 'qualifications' as defined in Article XII, Section 9.

- D. The Board shall base all teacher transfers on educationally sound reasoning. Transfers shall be made with the full knowledge and with the consultation of the teacher. The Board shall attempt to make transfers on a voluntary basis and unrequested transfers shall be kept to a minimum. The Employer shall provide written reasons for the involuntary transfer to the affected staff member.

ARTICLE IX: TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. The Board recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment, audio-visual equipment, and similar educational materials are the tools of the teaching profession. The Administration will confer with the teachers involved for the purpose of selecting educational tools and in an advisory capacity in establishing the instructional budget. It is further agreed that the Board shall make every attempt to keep the schools reasonably equipped and maintained and shall expect full cooperation of each teacher and the local Association as a group in properly maintaining all educational tools, equipment and facilities.
- C. The Board shall continue, as it presently does, to furnish lounge and restroom facilities for each building. Telephone facilities with an outside line limited to local calls shall be made available to teachers for their professional use.
- D. The Board agrees to furnish teacher aides as follows:
1. K-1, when class size exceeds 23.
 2. 2-5, when class size exceeds 25
 3. 6-8, when class size exceeds 28
 4. High School, 9-12, when class size exceeds 34, except for English classes when the maximum shall be an average of 28 and classes with learning stations where the number of students shall be no greater than the number of stations.

Exceptions to the above class sizes would be, as their nature requires larger number of students such as: band, choir, study hall, physical education, experimental or special lecture groups.

A teacher aide shall be defined as;

- a. An adult paid teacher aide.
- b. An adult volunteer teacher aide.
- c. A specially trained paid student aide.

Teacher aides in the above D. provision shall be supplied at the rate of seventy-five (75) minutes per pupil per week for all students assigned to a class in excess of class sizes listed above, to be scheduled by the building principal. In grade 6-12, teacher aide time will be prorated by period based on seven periods per day.

5. The Board shall make a concerted effort during scheduled conference time and before the start of the instructional day to provide time and opportunity for conferences, program planning, etc. between classroom teachers and special education staff so that the best interests of students may be served. Class size shall be considered when special students are mainstreamed into the regular classroom.

E. As conditions of continued employment, all teachers will be required to comply with the following conditions:

1. Any teacher who is a member of the Association shall sign and deliver to the Board an assignment authorizing deduction of membership dues as designated by Lenawee County Education Association, CEA, MEA/NEA.
2. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall pay a legally permissible Service Fee to the Association in the amount designated by Lenawee County Education Association, CEA, MEA/NEA, provided however, that the teacher may authorize payroll deduction for such fee in the same manner as provided above for members.

In the event that a teacher shall not pay such legally permissible Service Fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, with a copy to the teacher, deduct the legally permissible Service Fee from the teacher's wages and remit same to the association.

3. As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board, each individual School Board Member, and all administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.
 4. The Board will, as a condition of employment, present the Agency Shop Provision to all newly employed teachers and shall include a signed statement of receipt of the same in the teacher's personnel file.
- F. Specific department budgets will be issued no later than the first week of school at the beginning of each school year, provided a new contract is ratified.
- G. Before a student can be promoted against the advice of a teacher, a meeting will be held with the superintendent, building principals, counselors, teachers and parents. The teacher's input will be of major importance. The final decision rests with the Superintendent of Schools. Minutes of such meeting will be placed in the student's file.
- H. The parties agree that the topics of School Improvement and Inclusive Education/Medically Fragile are of interest to both the Clinton Community Schools and the Clinton Education Association, MEA/NEA. The parties therefore agree to the following language:
1. School Improvement. Participation, outside the normal school day, on any school improvement committee established as a result of Public Act 25 (1990) shall be voluntary. School improvement committee decisions that require a deviation from the collective bargaining agreement will be permitted only after a properly executed Letter of Agreement between the Clinton Education Association and the Board.
 2. Inclusive Education. The Clinton Community Schools shall continue to use the IEPC process in accordance with Special Education rules and regulations and provide the needed training provided by the Lenawee Intermediate School District. It is in the interest of both parties to jointly establish and implement procedures, guidelines and working conditions to promote the quality of education for special students enrolled in the Clinton Community Schools as a result of the Inclusive Education initiative. In the event problems arise, both parties agree to work cooperatively and the principal and the teacher shall reach agreement. If the principal and the teacher fail to reach agreement, the Superintendent

and the Clinton Education Association President shall find a mutually agreeable solution to the problem. In no case shall the Clinton Community Schools be prevented from fulfilling the requirements of law.

3. Medically Fragile. The identity and specific medical condition of each medically fragile student will, as allowed by law, be supplied to teachers who have instructional or other supervisory responsibilities for such student at the time that student is assigned to be instructed or supervised by the teacher; providing the condition is significant and the district is aware of the condition. "Medically fragile" is defined as those students who are chronically ill and/or medically and technologically dependent, and/or who have life threatening conditions that may require immediate medical attention by a specially trained lay person or a medical provider.
- I. For the first three years of his/her employment in classroom teaching, a teacher shall be given one or more mentor teachers. Should no teacher within the district wish to participate as a mentor teacher the district may use college professors, or retired master teachers, who agree to act as a mentor(s) to the teacher. During the three-year period, the teacher should satisfactorily complete an extensive professional development induction into teaching based on the individualized development plan which shall consist of at least fifteen (15) days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors, including classroom management and instructional delivery. The district shall not be required to provide release time to the teacher to satisfy the fifteen-day professional development requirement mandated by law, shall not provide additional compensation to the teacher for these fifteen days of professional development, and shall not reimburse the teacher for any costs incurred in fulfilling this statutory requirement. A mentor teacher shall be compensated in accordance with Appendix II. Participation as a mentor teacher is voluntary.

ARTICLE X: ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

- B. Teachers shall have such academic freedom as provided by Board of Education Policy and State Law.

ARTICLE XI: PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being, or is professionally demeaning.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be reported to the offending teacher before disciplinary action is taken.
- C. A teacher may at all times be entitled to have present a representative of the Association when being reprimanded, warned or disciplined for an infraction of rules or delinquency in professional performance. However, if the situation warrants immediate action, the administration is empowered to take such action as in its judgment it deems necessary.
- D. No teacher shall be disciplined, reprimanded, reduced in rank, or compensation without just cause, and at the district level, prior hearing and the opportunity for defense against charges made. It is agreed that just cause is not required for the non-renewal of a probationary teacher. It is also agreed that just cause is not required for the non-reappointment to a coaching or other position on the extracurricular schedule during the first four (4) activity seasons of directing that activity. Any such discipline, reprimand, or reduction in rank or compensation shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher, and upon request and with the consent of the teacher, to the Association.

**ARTICLE XII: REDUCTIONS IN PERSONNEL, SENIORITY AND
RECALL AND CONSOLIDATIONS OF DISTRICT**

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which the district shall be merged or combined.

- B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

- C.
 - 1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum. In exercising this authority, the Board will seek input from the professional staff through administrative channels.

 - 2. Seniority
 - a. The term seniority as hereinafter used shall be the length of continuous teaching service with the Board.

 - b. An administrator who has been a teacher in the district and who returns to the teacher bargaining unit shall retain seniority for all years of teaching service to the district.

 - c. An administrator who has not been a teacher in the district, but who is given tenure as a teacher by the district shall, when entering the bargaining unit, be granted two (2) years of seniority.

 - d. All seniority is lost when employment is severed by resignation, retirement, or termination; however, seniority is retained if severance of employment is due to layoff.

 - e. During leaves of absence granted pursuant to this contract, seniority shall not continue to accrue.

 - f. Seniority within the system shall be determined by the criteria in the order that follows:

1. Years of continuous service as defined above. The effective date of employment shall be the first date of actual work in the district, excluding extra-duty assignments.
 2. Initial date of employment or date of Board action to hire. In the event more than one teacher has the same date of hire, a lottery mutually organized and participated in by the Association and administration will be used within sixty (60) days of hire to determine seniority.
 3. Part-time teachers teaching one-half ($\frac{1}{2}$) day schedule or more than one-half ($\frac{1}{2}$) days schedule shall be treated for seniority purposes the same as full time teachers. Those teaching less than one-half ($\frac{1}{2}$) schedule shall have their service computed to full time equivalency.
- g. The Board shall prepare the seniority list based on criteria as set forth in C.2.F. and submit a copy of the same to the Association on or before the 30th day of September of each year.
3. Reduction in Personnel
In order to facilitate an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
- a. Probationary teachers will be laid off first. Only when there is not a tenure teacher certified and qualified to fill a position will a probationary teacher be retained.
 - b. A layoff list will be developed according to the seniority list provided certification and qualifications of those to be retained are appropriate to the positions remaining. Only when there are no more senior teachers so certified and qualified, will a teacher with lesser seniority be retained.

- c. The Association shall have the right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the order of layoff, the Association shall have the right to file a grievance in writing, thereon within not more than seventy-two (72) hours after the termination of the meeting for review of the list.
 - d. Notice of layoff shall be made at least twenty (20) calendar days prior to the effective date of such layoff.
- 4. During a period of impending layoff, the Board agrees to grant requests for voluntary leaves of absence to teachers who make such requests, provided it is educationally and financially beneficial to the district.
- 5. A laid off teacher shall upon application be granted priority on the district substitute teacher list.
- 6. A laid off teacher may continue his/her health, dental, and life insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the Board subject to carrier requirements.
- 7. When a position is eliminated, an employee who would be laid off is entitled to "bump" the employee in the system with the lowest seniority in an area of their certification and qualification.
- 8. Recall
 - a. Laid off teachers shall be recalled in inverse order of layoff for vacancies for which they are certified and qualified. A teacher who gets certified or qualified in a new area shall not be entitled to "bump" a currently employed teacher with less seniority but shall only be entitled to recall to a vacancy.
 - b. Notification of recall shall be in writing with a copy to the Association. Notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

- c. An employee who is notified of recall to a position of the same time equivalency and for which he/she is certified and qualified who fails to respond by certified mail, within ten (10) days within the school year or twenty (20) days if during the summer recess, of the receipt of a written offer made by the Board shall be considered as resigned. However, a laid off tenured teacher under contract to another Michigan district may decline recall without forfeiting his/her continued right to recall for the four (4) year period.
 - d. Past utilization of sickness and leave benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.
 - e. The recall list shall be maintained by the Board. Probationary teachers shall retain their right to recall for a period of two years. Tenure teachers shall retain their right to recall for a period of four years after the effective date of layoff.
9. For the purposes of this Agreement, the term "Qualifications" shall be defined as follows:
- a. The teacher must hold a Bachelors Degree or Masters Degree from a duly accredited college or university.
 - b. The teacher must satisfy State of Michigan Department of Education certification requirements.
 - c. For a senior high school position (grades 9-12) a teacher shall be considered qualified to teach in his/her major or minor field of study.
 - d. For a middle school position (grades 7-8) a teacher shall be considered qualified to teach:
 - 1. In his/her major or minor field of study;
 - 2. If he/she possesses successful Clinton teaching experience in the subject matter to be taught at the seventh (7th) grade level or higher.

3. In the following basic subjects: mathematics, science, English, social studies, literature, and reading provided the individual has at least eight (8) semester hours in that subject and successfully earns a minimum of eight (8) semester hours per year towards the completion of a minor in that subject area. Class work shall begin in the first available semester/term after the final assignment has been made.
 - e. For an elementary position (grades K-6) a teacher shall be considered qualified to teach all subjects, except specialized areas.
10. Any teacher who is laid off and/or collects unemployment compensation during the summer recess and is recalled to employment by October 1 of the following year shall have seventy-five percent (75%) of the unemployment compensation received counted as part of the employee's salary for the ensuing school year so that the salary paid during the school year is reduced by seventy-five percent (75%) of the amount of unemployment compensation received during the summer recess.
11. It is understood that the use of the words "certified and "certification" in this Article and throughout this Agreement means "certified, if required" and "certification, if required".

ARTICLE XIII: NEGOTIATION PROCEDURES

- A. Negotiations between the parties shall begin at least sixty (60) days prior to the expiration of this agreement. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a particular period or periods by mutual written agreement of the parties.

ARTICLE XIV: GRIEVANCE PROCEDURE

- A. The grievant shall invoke the formal grievance procedure on the appropriate established form, signed by the grievant, which form shall be available from the Association representative in each building.

Written grievances as required herein shall:

1. Be signed by the grievant or grievants;
2. Be specific;
3. Contain a synopsis of the facts giving rise to the alleged violation;
4. Cite the section or subsections of this contract alleged to have been violated;
5. Contain the date of the alleged violation;
6. Specify the relief requested.

Time limitations are clearly specified. In the event that these time limitations are not strictly adhered to by either side, the grievance will not be processed. Extension of the limits may be made with written agreement by both parties.

If a teacher leaves the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) all further proceedings on a previously instituted grievance shall be barred.

The Association shall have the right to initiate a grievance involving the rights of a teacher or group of teachers, provided the teacher or group of teachers expressed approval through the process of signing the grievance(s). Any written grievance not substantially in accordance with the above requirements may be rejected as improper. The grievances may be refilled within one (1) calendar week.

No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

The following matters shall not be a basis of any grievance filed under the procedure outlined in this article:

- a. The termination of services or failure to reemploy any probationary teacher.

- b. The termination of services or failure to reemploy any teacher to a position on the extracurricular schedule during the first four (4) activity seasons.
- c. Any matter involving the content of a teacher's evaluation.
- d. Any matter covered by the Tenure Act which a teacher elects to pursue to the Tenure Commission.

As used in this article, the term "workdays" shall mean school days during the school year, and during the summer recess the term "work days" shall mean business days, Monday through Friday.

Step 1

A copy of the grievance form shall be filed with the building principal within ten (10) working days from the time the alleged offense occurred or knowledge of the alleged offense. If the grievance involves more than one (1) school building, it shall be filed with the principals of all buildings involved.

Within five (5) work days of receipt of the grievance, the principal shall meet with the aggrieved in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing to the aggrieved within three (3) work days of such meeting, and shall furnish a copy thereof to the Association.

Step 2

If the aggrieved is not satisfied with the disposition of the grievance, the grievance shall be transmitted to the Clinton Education Association grievance committee for approval, after which the grievance may be submitted to the Superintendent within five (5) work days of the disposition of the principal. Within five (5) work days of receipt of the grievance, the Superintendent or his designee shall meet with the aggrieved and a member or members of the grievance committee. Within three (3) work days of such meeting, the Superintendent shall render his decision in writing. If the Clinton Education Association disapproved of the grievance, the grievant may proceed on his own according to the grievance procedure.

Step 3

If the aggrieved is not satisfied with the disposition of the grievance by the Superintendent or his designee, the grievance shall be transmitted to the Board of Education not less than five (5) work days prior to the next regularly scheduled Board meeting. The Board, not later than its next

regular meeting or two (2) calendar weeks, whichever shall come first, shall hold a hearing on the grievance, review such grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made not later than three (3) work days thereafter. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant and the secretary of the Association.

Step 4

- A. Individual teachers shall not have the right to process a grievance at this level. If the Association is not satisfied with the disposition of the grievance at the above level, it may, within ten (10) work days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. Selection of an arbitrator and the hearing shall be conducted in accordance with the rules of the American Arbitration Association.
- B. Neither party may raise a new defense or ground at this level, not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) work days prior to the hearing a prehearing statement alleging the facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- C. Powers of the arbitrator are subject to the following limitations:
 - 1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2. He/she shall have no power to establish salary scales or change any salary.
 - 3. He/she shall have no power to change any practice, policy or rule of the Board, nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - 4. He/she shall have no power to decide any question which under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

5. He/she shall have no power to interpret State or Federal law.
6. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.

After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her it may not be withdrawn by either party except by mutual consent.

More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost of representation, including any expenses of witnesses.

The decision of the arbitrator shall be final and conclusive and binding upon the employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decisions of the arbitrator shall be forthwith placed into effect.

All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be held at their assigned duty stations unless mutually agreed upon.

Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

Arbitration awards or grievance settlements will not be made retroactive-active beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

ARTICLE XV: LEAVES OF ABSENCE

A. Sick Leave - Personal Business Leave

All regularly employed certified personnel shall be allowed sick leave for illness, injury or disability, excluding workers' compensation claims, at the rate of eleven (11) days per year, accumulative to one hundred five (105) days with full pay. These days shall be credited to the teacher at the beginning of the school year, but the days are earned on a prorated basis or one day per month on the last day of each month from August through May, and in June on the last day of school. To earn days, a teacher must be working or be on a paid leave. In the event a teacher exhausts his/her accumulated sick leave, he/she shall be placed on an unpaid leave of absence. However, at the end of each school year (and when a teacher leaves the employ of the district or when a teacher is placed on an unpaid leave of absence), any teacher having exhausted all sick leave and having used more sick leave days than have been totally earned, shall be liable to the district for those unearned days and have the value of such used but unearned days deducted from any amounts of compensation, etc. to which the teacher may otherwise be entitled under the contract.

Two (2) of these eleven (11) days may be used for personal business. Personal business days shall not be utilized for social activity, other employment, travel for recreation or vacation, recreation or vacation, but only for attending to personal affairs which cannot be reasonably handled outside of the work day and which require the presence of the teacher. The Administration reserves the right to control the number of absences that may be granted on any given day. The teacher requesting a personal business day leave must make application to the Administration as early as possible, but in no case less than twenty-four (24) hours prior to the date of absence, except in cases of emergency.

After the teacher has reached the maximum accumulation of sick leave - personal business leave, the Board will annually at the close of the school year, reimburse the teacher at the rate of \$30.00 per day for all accumulated sick leave - personal business leave days that exceed one hundred five (105). Unused days accumulate as sick leave days (not as personal business days).

B. Parental/Child Care

An unpaid leave of absence of up to one year shall be granted to any (male or female) bargaining unit member for the purpose of care of their child.

Said leave shall commence upon the date agreed to by the employer and the employee. It is further provided that:

1. A pregnant bargaining unit member may commence said child care leave prior to, or subsequent to, the birth of her child at her option. A child care leave of absence up to one year may be available to the bargaining unit member upon termination of her disability sick leave benefits, at the option of the employee. The employee may request early termination of the leave any time after the birth of the child or in the event of death of said child and provided she is physically able to perform her work responsibilities.
2. Application to the Superintendent shall be made thirty (30) calendar days prior to the expected beginning of the leave.

C. Family Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with current insurance coverage maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;
- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the teacher. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

D. Personal Disability

An employee who, because of illness, disability (including maternity), or accident, is physically unable to report to work, and has exhausted all means of allowable compensation from the Board, shall be granted an unpaid leave of absence without benefits for the duration of such disability, provided the employee notifies the Board of the necessity therefore, and provided further that the employee supplies the Board with a statement from their medical or osteopathic doctor of the necessity and length of time for such absences and for the continuation of such absence including return to work when the same is requested by the Board. The unpaid leave of absence shall be for a period of up to one (1) year subject to renewal at the discretion of the Board.

E. Family Disability

Unpaid leaves of absence shall be granted for up to one year for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, wife, children, parents or parent-in-law subject to renewal at the discretion of the Board.

F. Emergency Leave

Death in the immediate family -- A teacher shall be granted up to five (5) days leave in case of death in the immediate family. Immediate family shall include husband, wife, children, parents-in-law or parents, and siblings. Absence to attend a funeral of any other near relative or friend, or additional time for travel or other emergency factors may be granted with the approval of the superintendent. Days taken under this section are deductible from the teacher's sick leave.

Illness in the immediate family -- in the event of serious or critical illness in the immediate family (as defined above) which require the presence of the teacher, a reasonable amount of lost time shall be allowed without loss of pay (but deductible from sick leave).

G. Professional Leave

1. The Board may grant up to one (1) year of leave for professional improvement.

The Board may grant one (1) year unpaid leave of absence for work in an Educational setting/Education Pilot Program.

2. Professional improvement is defined as full time study (twelve semester hours or more) at an accredited college or university, or extended national or world travel.
3. A leave of absence may be requested if the teacher has been in the system at least five (5) years.
4. All salary increments and fringe benefits shall be frozen while on leave. No benefits are paid by the Board while the teacher is on leave. Upon return, the teacher takes up at the increment next after the last step which he/she was on during his/her last contract. A teacher on leave of absence may continue membership in group health insurance programs, provided the reimbursement is made to the Board for the total premium.
5. The Board of Education reserves the right to approve or disapprove all leaves of absence. All requests will be in writing.
6. Reinstatement shall be to the teachers former position if possible or a position for which the teacher is certified and qualified.
7. Seniority shall apply in the approval of leaves of absence, the only exception being the receipt of scholarships, which are available only during specified periods, in which case said scholarships are to be given precedence over seniority.

H. General Leave of Absence

1. The Board may grant up to one (1) year unpaid leave of absence for general reasons.
2. A leave of absence may be requested if the teacher has been in the system at least five (5) years.
3. All salary increments and fringe benefits shall be frozen while on leave. No benefits are paid by the school while the teacher is on leave. Upon return, the teacher takes up at the increment next after the last step which he/she was on during his/her last contract. A teacher on leave of absence may continue membership in group health insurance programs, provided the reimbursement is made to the Board for the total premium.

4. Provided the teacher has the seniority, the teacher returning from a general leave shall be assigned to a teaching position according to certification and qualification, but not mandatorily to the teacher's former position.
5. The Board reserves the right to approve or disapprove all leaves of absence. All requests will be in writing.

I. Policies Governing Leave

1. After each absence it will be necessary to file a report to the office of the Superintendent before pay for leave can be made.
2. A statement of sick leave and personal leave account shall be presented to each teacher annually by the Superintendent.
3. Absence for emergency leave shall be deducted from accumulated sick leave.
4. In the event that the administration has reasonable belief that the sick leave privilege is being abused, the Superintendent will request a meeting with the Clinton Education Association President or his designee and the teacher concerned to discuss the problem.

In case of teacher illness or disability, the Board may require a teacher to provide written verification of illness or disability and the Board reserves the right to require a teacher to submit to a physical or mental examination by a physician or psychiatrist selected by the Board to determine the teacher's fitness.

5. A teacher who is on medical leave must keep the administration informed on his/her medical progress (condition) and inform the Board of an anticipated date to return to work. Medical verification should be available.
6. Teachers shall be informed of a local telephone number they may call before 6:15 a.m. It is imperative that the teacher inform the Board of absence and the reason for the absence as soon as possible, but not later than 6:15 a.m. with the exception of an emergency situation. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

7. Sick leave pay will only be paid for work days missed during the actual effectiveness of the individual teacher contract. Sick days or personal days shall not be deducted in the event of school closing due to inclement weather, with the exception of extended leave.

J. Conferences

Teacher conferences may be approved by the administration. They will be allocated to teachers impartially and on the basis of teacher need.

K. Jury Duty

A teacher called for jury duty shall notify the building principal as soon as possible. A teacher who serves on jury duty shall be paid at the regular daily rate for each day that the teacher is required to be absent because of jury duty. However, any compensation (excluding mileage and meals) received by the teacher for jury duty shall be remitted by the teacher to the school district. On any day that a teacher's jury duty obligations cease prior to 1:00 p.m., the teacher shall immediately report to his/her regular teaching assignment.

ARTICLE XVI: TERMS OF THE AGREEMENT

- A. It is hereby agreed that the terms of this Agreement shall be effective upon ratification with the compensation and remuneration provisions retroactive to August 25, 1997; and shall remain in effect through August 31, 2000.
- B. Individual teacher contracts hereinafter executed shall be expressly made subject to and consistent with the terms of this Agreement. This shall include teachers hired to replace a teacher on leave, provided leave is of 150 days or more in duration during a school year.
- C. Individual teachers contracts of employment terminate for those people who are laid off pursuant to Article XII, Section C.

ARTICLE XVII: PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are incorporated into a salary schedule format as presented in Appendix I. Such salary schedule shall remain in effect during the designated period(s).
- B. Credit for teaching experience outside the school system shall be determined by the Board of Education.
- C. The "MA+15" category on the salary schedule shall be applied to teachers who have earned a Master's Degree plus fifteen (15) graduate semester hours after completing the Master's Degree; the "BA+30" category (Bachelor's Degree plus thirty (30) semester hours of graduate work earned after completing the Bachelor's Degree) shall be recognized as equivalent to a Master's Degree, and; the "MA+30" category (Master's plus thirty (30) semester hours of graduate work earned after completing the Master's Degree) shall be recognized as equivalent to the Specialist Degree on the salary schedule, provided at least 50% of the graduate semester hours earned after completing the degree are in the field of assignment and the remaining percentage in courses in the following major disciplines:
 - a. Psychology
 - b. Communication Skills
 - c. Methods and techniques of teaching
 - d. Other acceptable courses subject to the Superintendent's approval

For computing graduate semester hours, one term hour is equivalent to two-thirds ($\frac{2}{3}$) of a semester hour. Current staff who have had salary schedule adjustments as of the effective date of this contract shall be grandparented.

- D. Longevity for every five (5) years of service to the Clinton Community School System and those years of experience in another system, which are granted increment credit shall apply toward longevity. Longevity is payable at the beginning of the 16th, 21st, 26th, 31st, 36th, and 41st years as follows:

- 16th: \$750.00
- 21st: \$1,500.00
- 26th: \$2,250.00
- 31st: \$3,000.00
- 36th: \$3,750.00
- 41st: \$4,500.00

E. The pay scale for extra work assignments for certified personnel shall be established at percentages based on the BA scale in this Agreement. Those percentages are presented in Appendix II.

F. Summer Work

The guidance counselor(s) shall be paid at their regular rates for the number of days they work in addition to the school year. The librarian will be under the same condition as the guidance counselors. Additional work days shall be determined by the superintendent.

Teachers of the following summer programs, tutorial, computer, and elementary remedial programs, shall be paid at the rate of \$10.00 (1997-98), \$11.00 (1998-99), \$12.00 (1999-2000) per hour for the duration of this agreement.

Teachers of Driver Education shall be paid at a per hour rate of \$15.15.

G. In an emergency situation where a substitute teacher cannot reasonably be obtained and after volunteers have been sought, a classroom teacher shall serve as a substitute teacher during the teacher's conference period, upon request of the building principal. Teachers in this involuntary situation shall be rotated in assignment. A teacher substituting during his/her conference period shall be paid at the rate of \$16.25 per period or be allowed to receive compensatory time to be taken during non-pupil contact time. Any calls from a teacher after 8:00 a.m. will result in the Board following this procedure.

H. Teachers may elect to receive their salaries in one of the following methods:

1. Salary spread over twenty-one (21) equal pays, payable during the school year.
2. Salary spread over twenty-six (26) equal pays, payable over a twelve (12) month period.
3. Salary divided into twenty-six (26) equal pays, payable during the school year with a salary close-out or the issuance of the remaining five (5) checks at the time of the twenty-first check.

Teachers are to complete and submit the proper Board provided form to the payroll office no later than the end of the in-service day preceding the first day of school for students.

Payroll deductions shall be made in either the twenty-one (21) or twenty-six (26) equal installments. Payroll deductions shall include: Association dues, United Fund, tax-sheltered annuities, Credit Union or any other deductions which are authorized in writing by the teacher and approved by the Board in advance. Transmittals shall be made on each payroll date. Once a tax sheltered annuity company is eliminated, it shall not be added.

- I. Separation pay at the rate of \$30.00 per day for all unused sick leave to become effective after a teacher has been in the system five (5) years will be paid upon leaving the system.
- J. The parties agree a committee consisting of three representatives appointed by the Association and three representatives appointed by the Administration will consider an early retirement incentive and make a recommendation to the Board of Education.

ARTICLE XVIII: CALENDAR

- A. Both parties agree that to the extent they are required by law, they shall negotiate the school calendar. The school calendar shall be set forth in Appendix III.
- B. The school calendar shall be coordinated with the Lenawee Intermediate School calendar.
- C. The school calendar shall consist of the following for each year:

| <u>Year</u> | <u>Minimal Instructional Hours</u> | <u>Instructional Days</u> | <u>Professional Development Days</u> | <u>Records Days</u> | <u>Total</u> |
|-------------|------------------------------------|---------------------------|--------------------------------------|---------------------|--------------|
| 1997-98 | 1,051 | 182 | 2 | 2 | 185 |
| 1998-99 | 1,057 | 183 | 2 | 2 | 187 |
| 1999-00 | 1,108 | 184 | 3 | 2 | 189 |

The total annual salary of each member of this Association is based on an annual contract consisting of the total work days specified above.

If the agreed upon school year is required to be extended or there is a modification in the agreed on school calendar because of Act 10, Section 101, Items 2 or 3, of the State School Aid Act (Act of God Days), any Association member required to work on a day or days not specified on the official school calendar in this Agreement shall do so with no additional

compensation. Teachers will not be required to report and shall receive their regular pay for scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, or health conditions as defined by county and/or state health authorities.

- D. In the event school is closed because of conditions not within the control of school authorities and teachers are not required to report, teachers will make up all days except the first two days. Days beyond two will be added to the end of the school year without additional compensation.
- E. If, at any time during the life of this Agreement it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to inclement weather, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When an Act of God or an employer directive forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost to school closing under the foregoing circumstances shall not be rescheduled.

To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent, with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

ARTICLE XIX: MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed statement to this Agreement.
- B. This Agreement shall supersede any rules, resolutions, regulations, or practices of the Board, which shall be contrary to or inconsistent with this Agreement. The provision of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- C. If any provision of this Agreement or an application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be supplied at the expense of the Board and presented to all teachers under contract with Clinton Community Schools.

ARTICLE XX: TEACHER EVALUATION

Both parties recognize the value of evaluation and its significance to the individual teacher - both probationary and tenure - and his standing within the profession. In the event an administrator has a concern with a teacher's performance, he/she will first discuss the concern with the teacher. If the concern continues, then the concern may be placed in writing. To this point the following minimal procedure is established:

- A. Teachers will be informed on the first teacher work day of the school year of specific effective teaching criteria upon which they will be evaluated. A written copy of the district's criteria shall be distributed to each teacher. Participation in summer conferences, workshops, etc. shall not be a criteria for evaluations, but can be used as positive reinforcement.
- B. Probationary teachers shall be formally evaluated a minimum of three (3) times during the school year or more if necessary. The evaluation shall coincide with the following schedule or requirements of the Tenure Act:
 - 1. Preliminary evaluation (September or October).
 - 2. Second formal evaluation (November, December, January, but before the end of the first semester).
 - 3. Third evaluation (beginning of second semester including January, February, and the first week in April). At this meeting or within ten (10) days thereafter, the teacher will be apprised of the recommendation of his/her probationary and/or tenure status within the school system as perceived by the Administration.

- C. Board of Education action on administrative recommendations concerning teacher probationary and/or tenure status shall take place after the third evaluation and prior to sixty (60) days before the end of the school yeari.e. June 30th as provided in the Michigan Teacher Tenure Act.
- D. Tenure teachers shall be evaluated at least once every three years.
- E. The administration shall carry on the process of evaluation including formal and informal observations, filling out written observation reports and formal evaluation reports as presently established in school policy and administrative directive. This policy and administrative directive is subject to change at the discretion of the Board and the administration, but will not be less than that stipulated in this contract. All administrators involved in observation and evaluation shall use the same evaluation form and criteria for these processes.
- F. Evaluation shall be conducted by the building principal or other Michigan certified administrators in the District or other mutually agreed upon individuals. Each formal classroom observation shall be made in person for a minimum of twenty (20) consecutive minutes. A formal evaluation shall be preceded by a formal classroom observation. In addition, a formal evaluation may be conducted without a formal classroom observation to deal with areas of the teacher's performance as a teacher outside the classroom. All classroom monitoring or observation of a teacher shall be conducted openly and with the full knowledge of the teacher. Classroom observations shall take place at various times of the school day. Other administrators shall have opportunity for input into the evaluation process directly to the teacher and through the principal's evaluation.
- G. Following the formal observation, the teacher will have a post observation conference with the evaluator to discuss the observation. If an administrator believes a teacher is doing satisfactory work, a discussion will take place in the conference reinforcing the strengths of the teacher's performance. Following the conference, a written formal evaluation will be given to the teacher. At the teacher's request, a final personal conference may be held upon receipt of the written formal evaluation. If any administrator believes a teacher is doing unsatisfactory work, the reasons and specific ways in which the teacher is to improve and the assistance to be given by the administrator will be discussed with the teacher and reflected on the formal evaluation. In subsequent formal evaluation reports, failure to again note a certain deficiency will be interpreted to mean adequate improvement has taken place.

- H. Recommendations as to demotion, retention, transfer, or change of assignment shall be an administrative function.
- I. Copies of all written material concerning evaluation shall be furnished to the teacher. This includes the observation report as well as the more formal teacher evaluation report. In the event that a teacher feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing within five (5) working days after having received the evaluation, and have it attached to the evaluation report, to be placed in his/her personnel file. If material placed in the teacher's file is found to be in error or false, the material shall be corrected and/or expunged from the file.
- J. The teacher may request that the evaluation be reviewed by the superintendent. The teacher may have an Association representative present at this meeting. A grievance may be filed on any alleged violations of the procedure of the evaluation, not on the substance of evaluation.
- K. Each teacher shall have the right, upon request to review the content of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- L. The Administrative Council shall study the evaluation form and submit, through normal administrative channels, an evaluation document for Board of Education acceptance. Before an evaluation form is considered for final approval by Administrative Council, all available teacher input will be sought.
- M. Any complaint made against a teacher by any parent, student, or other person shall be brought to the attention of the teacher. Complaints shall not be incorporated into the teacher's evaluation unless the teacher has been informed of the complaint, and after investigation, found to be justified.

ARTICLE XXI: INSURANCE PROTECTION

- A. The Board shall provide without cost to the teacher the following MESSA PAK for a full twelve (12) month period for the teacher and his/her eligible dependents:

Plan A - for employees needing health insurance

| | |
|----------------------|---|
| Health | MESSA Super Care I |
| Long Term Disability | 66 ² / ₃ (sixty-six and two-thirds) 60 calendar day modified fill \$2500 MAX. |
| Dental | Delta Dental E-007 |
| Negotiated Life | \$20,000 AD & D |
| Vision | VSP - 1 |

Plan B - for employees not needing health insurance

| | |
|----------------------|----------------------|
| Long Term Disability | Same as PLAN A above |
| Dental | Same as PLAN A above |
| Negotiated Life | \$50,000 AD & D |
| Vision | VSP.- 3 |

Each bargaining unit member must elect to be covered by either PLAN A or PLAN B as specified above.

- B. Payroll deductions shall be available for all MESSA programs.
- C. The Board of Education shall not be obligated to pay more than a ten percent (10%) annual increase in the monthly Plan A premium rate for those individuals taking Plan A. At the Board's option, an increase beyond ten percent (10%) will be deducted from the employee's pay as a pre-tax premium contribution. For the purpose of determining the annual increase in the monthly Plan A premium rate, the May, 1998 census and composition of Plan A participants will be used as a control base. The age and annual compensation of this control group as of May, 1998 will also be held constant.
- D. Should the employer become obligated by state or federal law to contribute to or participate in a governmentally sponsored insurance program or provide different health insurance, or pay more toward health insurance for full or part-time employees, the parties will meet to negotiate over the impact of such changes.

Article XXII: EMPLOYEE PURCHASE OR RE-PAYMENT OF RETIREMENT SERVICE CREDIT

- A. The Internal Revenue Service (IRS) and the Michigan Public School Employees Retirement System (MPSERS) permits employees, through pre-tax payroll deduction procedures, to: (1) Redeposit contributions previously withdrawn by the MPSERS member (plus interest) and, when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) Purchase permissive service credit (such as Universal Buy-In credit, maternity/paternity/child care, non-public school teaching, military active duty, and sabbatical leave of absence). FICA taxes are, however, due on these pre-tax employee payroll deductions.
- B. To permit employee pre-tax payroll deductions for the purposes described in Section A, above, the Board shall adopt the payroll resolution attached to this Agreement as Appendix IV, and implement the salary reduction (payroll authorization) attached to this Agreement as Appendix V, on behalf of any employee wishing to purchase additional MPSERS service credit or repay service credit previously withdrawn (plus interest) by the employee.
- C. Employees wishing to purchase additional MPSERS service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of Appendix V.
- D. It is expressly understood that employees do not have the option of choosing to receive the authorized amounts deducted for the above-referenced purpose(s) directly, in lieu of having them transmitted to MPSERS by the Board.
- E. This Article will be implemented in the month following notification from MPSERS to the Board that MPSERS' program for receiving and processing these routine payroll deduction contributions is operational.

The pay scale for extra work assignments for certified personnel shall be established at the following percentages based on the BA scale in the Master Contract.

APPENDIX I - A

**Clinton Community Schools
Teacher Salary Schedule
1997-1998**

| <u>STEP</u> | <u>BA</u> | <u>CC</u> | <u>MA</u> | <u>MA+15</u> | <u>SPECIALIST</u> |
|-------------|-------------|-------------|-------------|--------------|-------------------|
| 0 | \$28,075.43 | \$29,479.56 | \$30,601.45 | \$31,304.68 | \$32,005.57 |
| 1 | \$29,409.01 | \$30,879.84 | \$32,055.01 | \$32,791.65 | \$33,525.83 |
| 2 | \$30,805.94 | \$32,346.63 | \$33,577.63 | \$34,349.25 | \$35,118.31 |
| 3 | \$32,269.22 | \$33,883.10 | \$35,172.56 | \$35,980.84 | \$36,786.43 |
| 4 | \$33,802.01 | \$35,492.54 | \$36,843.26 | \$37,689.93 | \$38,533.79 |
| 5 | \$35,407.60 | \$37,178.44 | \$38,593.31 | \$39,480.20 | \$40,364.15 |
| 6 | \$37,089.46 | \$38,944.42 | \$40,426.50 | \$41,355.52 | \$42,281.44 |
| 7 | \$38,851.20 | \$40,794.27 | \$42,346.76 | \$43,319.89 | \$44,289.81 |
| 8 | \$40,696.64 | \$42,732.01 | \$44,358.23 | \$45,377.59 | \$46,393.57 |
| 9 | \$42,629.73 | \$44,761.77 | \$46,465.24 | \$47,533.02 | \$48,597.26 |
| 10 | \$44,654.63 | \$46,887.96 | \$48,672.35 | \$49,790.84 | \$50,905.64 |

The pay scale for extra work assignments for certified personnel shall be established at the following percentages based on the BA scale in the Master Contract.

APPENDIX I - B

Clinton Community Schools Teacher Salary Schedule 1998-1999

| <u>STEP</u> | <u>BA</u> | <u>CC</u> | <u>MA</u> | <u>MA+15</u> | <u>SPECIALIST</u> |
|-------------|-------------|-------------|-------------|--------------|-------------------|
| 0 | \$28,847.50 | \$30,290.25 | \$31,442.99 | \$32,165.56 | \$32,885.72 |
| 1 | \$30,217.76 | \$31,729.04 | \$32,936.53 | \$33,693.42 | \$34,447.79 |
| 2 | \$31,653.10 | \$33,236.16 | \$34,501.02 | \$35,293.85 | \$36,084.06 |
| 3 | \$33,156.62 | \$34,814.89 | \$36,139.80 | \$36,970.31 | \$37,798.06 |
| 4 | \$34,731.56 | \$36,468.59 | \$37,856.45 | \$38,726.41 | \$39,593.47 |
| 5 | \$36,381.31 | \$38,200.84 | \$39,654.63 | \$40,565.91 | \$41,474.16 |
| 6 | \$38,109.42 | \$40,015.39 | \$41,538.23 | \$42,492.79 | \$43,444.18 |
| 7 | \$39,919.61 | \$41,916.12 | \$43,511.29 | \$44,511.19 | \$45,507.78 |
| 8 | \$41,815.79 | \$43,907.14 | \$45,578.09 | \$46,625.47 | \$47,669.40 |
| 9 | \$43,802.04 | \$45,992.72 | \$47,743.04 | \$48,840.18 | \$49,933.69 |
| 10 | \$45,882.63 | \$48,177.37 | \$50,010.84 | \$51,160.08 | \$52,305.54 |

The pay scale for extra work assignments for certified personnel shall be established at the following percentages based on the BA scale in the Master Contract.

APPENDIX I - C

Clinton Community Schools Teacher Salary Schedule 1999-2000

| <u>STEP</u> | <u>BA</u> | <u>CC</u> | <u>MA</u> | <u>MA+15</u> | <u>SPECIALIST</u> |
|-------------|-------------|-------------|-------------|--------------|-------------------|
| 0 | \$29,684.08 | \$31,168.67 | \$32,354.84 | \$33,098.36 | \$33,839.41 |
| 1 | \$31,094.07 | \$32,649.18 | \$33,891.69 | \$34,670.53 | \$35,446.77 |
| 2 | \$32,571.04 | \$34,200.01 | \$35,501.55 | \$36,317.37 | \$37,130.50 |
| 3 | \$34,118.17 | \$35,824.52 | \$37,187.86 | \$38,042.45 | \$38,894.20 |
| 4 | \$35,738.78 | \$37,526.18 | \$38,954.29 | \$39,849.47 | \$40,741.69 |
| 5 | \$37,436.37 | \$39,308.67 | \$40,804.61 | \$41,742.32 | \$42,676.91 |
| 6 | \$39,214.59 | \$41,175.83 | \$42,742.84 | \$43,725.08 | \$44,704.06 |
| 7 | \$41,077.27 | \$43,131.68 | \$44,773.12 | \$45,802.02 | \$46,827.51 |
| 8 | \$43,028.45 | \$45,180.44 | \$46,899.85 | \$47,977.61 | \$49,051.81 |
| 9 | \$45,072.30 | \$47,326.51 | \$49,127.59 | \$50,256.55 | \$51,381.77 |
| 10 | \$47,213.23 | \$49,574.52 | \$51,461.15 | \$52,643.73 | \$53,822.40 |

APPENDIX II

Community Schools Extra Work Salary Schedule 1997-2000

| | |
|--------------------------------------|-------------------------------|
| Band Follies | 4% |
| Debate | 2% |
| Great Books | 1% |
| Play Director | 4% |
| Musicals | 4% |
| Marching Band | 10% |
| Mentor Teacher | 2% |
| Pom Pon | 2% |
| Quiz Bowl | 2% |
| Spanish Club Advisor | 2% |
| School Improvement Chairperson | 4% |
| Student Council Advisor | |
| High School | 4% |
| Middle School | 2% |
| Elementary School | 1% |
| Young Astronauts | 2% |
| 12th Grade Advisor | 2% |
| 11th Grade Advisor | 2% |
| Yearbook | |
| High School | 7% (1% if offered as a Class) |
| Middle School | 3% (1% if offered as a Class) |
| Elementary School | 2% (1% if offered as a Class) |
| | |
| Cheerleading - High School Advisor | 7% |
| Cheerleading - Middle School Advisor | 5% |
| Cheerleading - Ninth Grade Advisor | 3% |
| | |
| Baseball | |
| Head Coach | 10% |
| J.V. Coach | 6% |
| | |
| Basketball - Boys | |
| Head Coach | 12% |
| J.V. Coach | 8% |
| 9th Grade Coach | 7% |
| 8th Grade Coach | 6% |
| 7th Grade Coach | 6% |

| | |
|-------------------------|-----|
| Basketball - Girls | |
| Head Coach | 12% |
| J.V. Coach | 8% |
| 9th Grade Coach | 7% |
| 8th Grade Coach | 6% |
| 7th Grade Coach | 6% |
| Cross Country | |
| Head Coach | 10% |
| Football | |
| Head Coach | 12% |
| Asst. Coach | 8% |
| J.V. Coach | 8% |
| M.S. Coach | 8% |
| Golf | |
| Head Coach | 8% |
| Soccer - Boys and Girls | |
| Head Coach | 10% |
| Asst. Coach | 7% |
| Softball | |
| Head Coach | 10% |
| Asst. Coach | 6% |
| Track - Boys and Girls | |
| Head Coach | 11% |
| Asst. Coach | 7% |
| M.S. Coach | 7% |
| Volleyball | |
| Head Coach | 10% |
| J.V. Coach | 6% |
| 8th Grade Coach | 5% |
| 7th Grade Coach | 5% |
| Wrestling | |
| Head Coach | 12% |
| Asst. Coach | 6% |
| M.S. Coach | 6% |

APPENDIX III - A

Community Schools Calendar 1997-1998

| | |
|--------------------|-------------------------|
| Labor Day | September 1, 1997 |
| Thanksgiving Break | November 27-28, 1997 |
| Christmas Break | December 22 - January 4 |
| Spring Break | April 6 - 13, 1998 |
| Memorial Day | May 25, 1998 |

The 1997-1998 calendar is incorporated based on the Lenawee County Intermediate School District Calendar.

APPENDIX III - B

Community Schools Calendar 1998-1999

| | |
|--------------------|-------------------------|
| Labor Day | September 7, 1998 |
| Thanksgiving Break | November 26-27, 1998 |
| Christmas Break | December 21 - January 3 |
| Spring Break | April 2 - 11, 1999 |
| Memorial Day | May 31, 1999 |

The 1998-1999 calendar is incorporated based on the Lenawee County Intermediate School District Calendar.

APPENDIX III - C

Community Schools Calendar 1999-2000

| | |
|--------------------|------------------------|
| Labor Day | September 6, 1999 |
| Thanksgiving Break | November 25-26, 1999 |
| Christmas Break | December 20- January 2 |
| Spring Break | April 3 - 9, 2000 |
| Memorial Day | May 29, 2000 |

The 1999-2000 calendar is incorporated based on the Lenawee County Intermediate School District Calendar.

Appendix IV

Payroll Resolution (Pursuant to Article XXII of the Master Agreement)

WHEREAS Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS, under the Michigan Public School Employee Retirement System (MPSERS) plan conditions, members may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit.

NOW THEREFORE BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS;

BE IT FURTHER RESOLVED that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPSERS retirement plan requirements.

This resolution shall have an effective date of November 17, 1997.

REPORTING UNIT NAME: Clinton Community Schools

REPORTING UNIT NUMBER: 3226000

Approved by the Clinton Community Schools Board of Education

DATE: November 17, 1997

Secretary, Clinton Community Schools Board of Education

SIGNATURE _____ November 17, 1997

APPENDIX V

ADDITIONAL RETIREMENT CONTRIBUTIONS PAYROLL AUTHORIZATION

(Election of Retirement and Universal Service Credit benefits under Article XXII)

A Michigan Public School Employees Retirement System (MPSERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll.

I understand that my employer has adopted a resolution under the "pick-up" tax deferral provisions of Internal Revenue Code (IRC) Section 414(h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deductions authorization. The employer resolution (and this agreement) shall take effect November 17, 1997

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414(h)(2) and my employer's resolution.

1. Deductions are to be made from my salary, for a total of ____ months in the amounts of \$ _____ per month with a final payment of \$ _____.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPSERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: (a) payroll payments are completed, or (b) termination of employment.

REPORTING UNIT NAME: Clinton Community Schools NUMBER: 3226000

I irrevocably authorize the above payroll deductions under the conditions specified in my employer's resolution and this authorization.

EMPLOYEE NAME _____

EMPLOYEE SOCIAL SECURITY NUMBER _____

EMPLOYEE SIGNATURE _____ DATE _____

APPENDIX VI

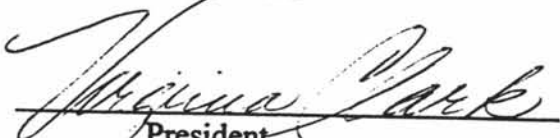
| | <u>Elementary</u> | <u>Middle School</u> | <u>High School</u> |
|-------------------|-------------------|----------------------|--------------------|
| Teachers Report | 7:45 a.m. | 7:45 a.m. | 7:45 a.m. |
| Students Arrive | 8:00 a.m. | 8:00 a.m. | 8:00 a.m. |
| Class Begins | 8:10 a.m. | 8:10 a.m. | 8:10 a.m. |
| Student Dismissal | 3:10 p.m. | 3:05 p.m. | 2:55 p.m. |
| Teacher Day Ends | 3:15 p.m. | 3:15 p.m. | 3:15 p.m. |

1999-2000

Using a grade level rotation schedule, the elementary teachers will be out on the playground with the school aide, during scheduled recess times if recess time can be counted as instructional time. If recess time can not be counted as instructional time the parties will meet to revise the schedules.

The signatures on this page have been made after ratification by both the Board of Education and the Clinton Education Association.

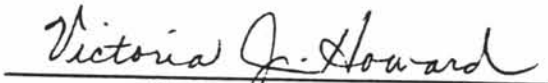
MEA, NEA., CLINTON EDUCATION
ASSOCIATION
MEANEA



President



Vice President

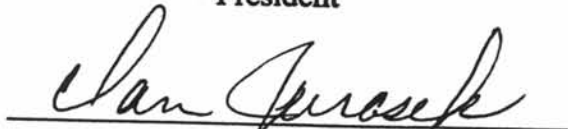


Secretary


CLINTON COMMUNITY
SCHOOLS BOARD OF
EDUCATION



President



Secretary



Superintendent of Schools