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8/16/2001

MASTER AGREEMENT

between the

CLIO AREA SCHOOL DISTRICT

and

LOCAL 10 MEA/NEA (CLIO UNIT)

1998 - 99

1999 - 00

2000 - 01

Clio Area School

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A G R E E M E N T

THIS AGREEMENT entered into this 25th day of June, 1998, by and between Local 10 MEA/NEA, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA" and the Board of Education of Clio Area School District 18 Fractional of Genesee and Saginaw Counties, hereinafter called the "Board." The signatories shall be the sole parties to this Agreement.

WITNESSETH:

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

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

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

ARTICLE I

RECOGNITION

A. Pursuant to a Michigan Employment Relations Commission sponsored election, the Board hereby recognizes the Association as the sole and exclusive bargaining representative for all teacher certified personnel whether under contract, on leave, or on layoff, and including the school psychologist, school nurse and social worker; excluding all administrative or supervisory personnel, directors, all those working in Adult Continuing or Community Education, substitutes and all others.

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

ARTICLE II

CONTINUITY OF OPERATIONS

The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Board agrees, therefore, that it will not initiate a lockout during the term of this Agreement.

The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system during the term of this Agreement. (Failure or refusal on the part of any teacher to comply with any provisions of this Article shall be cause of whatever disciplinary action is deemed necessary by the Board.)

ARTICLE III

DUES DEDUCTIONS

A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct one twenty-first (1/21) of such dues from the regular salary check for ten (10) months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June.

B. All teachers, as a condition of continued employment, shall either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year; or
2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations) upon commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall terminate the services of said teacher at the end of that semester.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association all monies accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or nonmembership in the Association, and indicating any changes in personnel from the list previously furnished. The Association agrees promptly to advise the Board of all members of the Association, from time to time, and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

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

E. This Article shall be subject to the provisions of the Tenure Act. In the event that this Article should be challenged through the Tenure Act, the Michigan Employment Relations Commission, or the Courts, the Association will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Board and the Association. If this Article shall be found to violate the law, the Association shall be responsible for any loss or damage, including back pay, awarded by the Courts.

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiation or bargaining and other concerted and lawful activities for mutual aid and protection. As a duly-elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective bargaining with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher the rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may collect the established charge thereof. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 p.m. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

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

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

F. After having received the written request from the President of the Association or his designee, the Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District, and such other information including agenda and minutes of all Board meetings, which may be necessary for the Association to develop intelligent, accurate, informed and constructive programs and to process any grievance.

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

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

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

J. Outside the classroom no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Within the limits of the MEA/NEA Code of Ethics, the private and personal life of any teacher is not within the concern or attention of the Board.

K. A teacher shall at all times be entitled to have present a representative of the Association when he is being formally reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance.

L. No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such discipline, reprimand, or reduction in compensation including adverse evaluation shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available, in writing, to the teacher and the Association.

ARTICLE V

BOARD RIGHTS

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

ARTICLE VI
TEACHING HOURS

A. All full-time teachers shall be on duty a total of seven (7) hours per day and their hours shall be fixed by the principals at the beginning of each semester. Principals may grant special release from the above time for attending classes, professional enrichment programs, or other approved functions.

B. Teachers shall be entitled to a thirty (30) minute duty-free lunch period. Special assignments during inclement weather or emergencies shall be distributed equitably.

C. All teachers are expected to attend regular staff meetings not to exceed one (1) per week. Most staff meetings normally conclude by the end of the work day. If the principal anticipates that an upcoming staff meeting will go beyond the regular work day he/she will notify the staff at least twenty-four (24) hours before the meeting. This allows staff to make necessary arrangements for babysitters, coaching, or other obligations.

Sometimes, meetings that were not anticipated to go beyond the regular work day do extend over. Those who can stay to participate are encouraged to do so, but it is understood that some have prior commitments that require them to leave before the meeting is over. However, if the principal provided staff with the 24 hour notice, we expect all staff to stay for up to thirty (30) additional minutes unless prior approval for leaving early was given by a principal.

D. Classroom teachers shall receive at least forty-five (45) minutes of prep time each day. The 45 minutes will be in one time block and the specific time for prep time will be designated by the Administration. When the Board provides teachers for art, music, and physical education and they are teaching in K-4, the regular classroom teacher is not required to remain in the classroom. (The art, music, and physical education time mentioned above will not be a part of the 45 minutes.)

E. Teachers who are required to teach during their preparation period shall be compensated at the rate of \$25.00 per hour.

Compensation Time: Compensation time is that time which can be mutually agreed upon by the building principal and the teacher subbing on his/her preparation period. Compensation time is time when a sub is not required.

F. Teachers who do not use any portion of their accumulated paid sick leave, business days, or have any deduct days will receive \$400 at the end of each year.

ARTICLE VII

TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end. The Board shall attempt to maintain working conditions which shall be conducive to such quality education.
- B. It is recognized by the Board and the Association that the pupil-teacher ratio is an important aspect of an effective school program. The Board will give the Association an opportunity to present its recommendations with regard to pupil-teacher ratio prior to the beginning of the school year. Therefore, it is agreed that every effort will be made to bring class sizes to an acceptable number as dictated by the financial condition of the school district, the building facilities available, and the best interest of the children. The Board will be particularly mindful of class size at the same grade level in the same building in the elementary schools.
- C. The Board agrees to make available in each school adequate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, current periodicals, art supplies, athletic equipment, standard tests and similar materials which are the tools of the teaching profession. Similar material mentioned above include but are not limited to crayons, paper, paste, glue, chart papers, chalk and board erasers. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board will undertake promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained. Providing these materials is subject to the Board's ability to finance and the supplier's delivery capabilities.
- D. The Board agrees to make available in each school adequate typing, duplicating, stencil and/or mimeograph facilities, and clerical personnel to aid teachers in the preparation of instructional materials with the understanding that the use of such equipment and material and the scheduling of such work shall be subject to the approval of the Board's designated representative.
- E. The Board shall make available in each school lunchroom, workroom, restroom and lavatory facilities primarily for teacher use with the understanding that such facilities shall not be used by students.
- F. Telephone facilities shall be made available to teachers for school-related use in a quiet, private area. No personal long-distance calls shall be charged to school phones.
- G. Off-street, improved parking facilities shall be provided and properly maintained and identified for teacher use.
- H. Teachers shall not be required for duty on days when school is cancelled due to inclement weather.

ARTICLE VIII

TEACHING QUALIFICATIONS AND ASSIGNMENTS

A. The employment of teachers shall be based on the following:

1. A minimum of a BA from an accredited college or university.
2. A valid teaching certificate based on the Michigan Department of Education Certification Code.
3. The Association will receive information on new teachers prior to the time they are hired. The information shall be the same as the information that will appear on the teacher seniority list.

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

C. All returning teachers shall be given written notice of their tentative assignments for the forthcoming year no later than the last day of the school year. Requests by a teacher for a change in assignment within the building are to be made in writing to the building principal by May 1st. Requests by a teacher to change assignment to a different building must be made on forms provided by the district by May 1st. The form will be given to the building principal. The principal will send a copy to the Assistant Superintendent for Business and Operations and the Association. All returning teachers will be given their next year's assignment according to staff needs based on seniority, certification, and qualifications.

All returning teachers will be given their next year's teaching assignment prior to the postings of any vacancies that may occur due to resignations, retirements, or reassignments. In the event that changes in assignments are made, all teachers affected shall be notified in writing. In no event will changes in teacher's assignments be made later than the 15th day of August proceeding the commencement of school, unless an emergency situation requires same. The teacher shall be so notified in each instance.

1. Teacher resignations after August 15 shall be considered an emergency situation.
2. An opening created by the Board shall not be considered an emergency.
3. Any situation or opening which occurs after August 15 in addition to No. 1 above which is beyond the control of the Board shall be considered an emergency.

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

E. By the sixth week, subsequent to the end of a particular athletic season, the Administration shall recommend a head coach for that sport for the following year if at all possible, and the Board of Education may authorize the employment of a head coach at that time subject to the offering of the athletic program and the availability of funds for the program.

By the sixth week following the Board action regarding the employment of a head coach for a particular athletic season, the Administration shall recommend assistant coaches for that particular sport for the following year if at all possible, and the Board of Education may authorize the employment of assistant coaches at that time subject to the offering of the athletic program and the availability of funds for the program.

F. When there is a reduction in student enrollment and/or when there is a reduction in staff at any building the following procedure will be used:

1. The staff needs will be identified by the Board.
2. Every effort will be made to allow the most senior teachers to remain in the building. This will be the first priority.
3. The most senior teachers will be allowed to voluntarily transfer before a least senior teacher is reassigned to another building.
4. The least senior teacher at the grade level with the student enrollment drop will be the teacher affected by the reduction of staff. (K-6)
5. If there are no voluntary transfers to another building, the least senior teacher(s) will be reassigned to a position according to seniority, certification, and qualifications. This would be considered a voluntary transfer.
6. If the Board eliminates a teaching position, the teacher shall be reassigned according to staff needs based on seniority, certification, and qualifications. This would be considered a voluntary transfer.

ARTICLE IX

VACANCIES, PROMOTIONS AND TRANSFERS

A. A vacancy within the bargaining unit shall be defined as an existing position to which no present employee holds claim or a new position which the Board is attempting to fill.

1. After the start of the instructional school year, a teacher who is granted a leave of absence for the balance of a semester or a school year shall be considered as having claim on the position (means not posted).

2. A teacher receiving a leave of absence for an entire school year shall not be considered as having claim on the position (means it is posted).
3. In filling the position in A.1. above, the Board may fill the position with a substitute teacher.

B. When a laid off tenure teacher is called into sub, his/her pay will be as per the district sub pay scale. After twenty (20) consecutive work days in the same subbing position, pay will be the daily rate of the B.A. base retroactive to the first day. After sixty (60) consecutive work days in the same subbing position, pay will be according to the subbing teacher's position on the teacher salary schedule retroactive to the first day. Also, on the sixty-first (61st) consecutive work day, the sub shall begin to receive contract fringe benefits.

C. The following language pertains to filling vacancies which are posted May 1, and any vacancy which occurs before the start of the school year.

1. Vacancies will be posted for ten (10) days in each building's lounge and office. Postings will indicate necessary qualifications.
2. Copies of postings will be sent to the Association president.
3. All laid off teachers will receive a copy of the postings. Postings will be sent by regular mail to the last known address.
4. Teachers who desire to apply for such vacancies shall submit their application in writing to the Board's authorized representative within the time limit of posting.
5. Teachers desiring to receive notification of vacancies which occur between May 1 and the beginning of the school year will receive such posting, provided they submit their request to the Assistant Superintendent for Business and Operations prior to the end of the school year along with three self-addressed stamped envelopes.
6. Qualified personnel in the District shall be given consideration whenever an opportunity for promotion exists.
7. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the District, and other relevant factors. Therefore, an applicant with less service in the system shall not be awarded such position unless his qualifications shall be substantially superior to those of applicants with greater length of service.

D. The following language pertains to vacancies that occur after the start of the school year.

1. The vacancy will be posted in all buildings, lounges, offices, and notification sent to the Association president.
2. Part-time tenure teachers on staff will be given the first opportunity to fill the vacancy, provided they are certified, qualified and have more seniority than any teachers on layoff.
3. The most senior teacher on layoff who is certified and qualified will be recalled to the vacancy.

4. If there are no certified and qualified teachers on the layoff list, one voluntary transfer will be permitted in order to recall a laid off teacher to the vacancy (means position will not be posted).
5. If the vacancy cannot be filled by #2-3-4 above, then the least senior teacher that permits a recall, who is certified and qualified for the vacancy, will be involuntarily transferred (means position will be posted).
6. The Board will make reasonable effort to honor the transfer request of a teacher who has been involuntarily transferred (means position not posted May 1).
7. If there are no laid off teachers, one voluntary transfer may be permitted to fill a vacancy. The position will be posted at the time of the vacancy and if filled by a current staff member the position will not be posted May 1.
8. If the vacancy is not filled by #2-3-4-5-6-7 above, it may be filled by a new hire (means position will be posted).
9. On May 1, the positions that become vacant after the start of the school year will be posted (excluding #4, 6 & 7 above). Vacancies will be filled by procedure in Section C of this Article. Vacancies filled by voluntary transfers will not be posted. All teachers may apply for vacancies in C & D. No change in assignment may cause a reduction of staff or prevent the recall of a laid off teacher.

E. An involuntary transfer shall be defined as a change in a teacher's assignment made after August 15th of a school year. The teacher shall be notified of the reasons for the transfer in writing. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. If the teacher objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure.

A voluntary transfer shall be defined as a change in a teacher's assignment after August 15, of a school year, to an assignment sought by the teacher.

F. At the time a transfer is made, the status (voluntary or involuntary) will be stated on the form. A transfer shall not be considered involuntary for more than two (2) years.

ARTICLE X

LEAVE OF ABSENCE

A. At the beginning of each school year, each teacher under contract with the District shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher, serious illness in the family, or funerals. Teachers may use sick days for the purpose of child bearing. Teachers may be required to furnish a statement from their physician stating they are unable to perform the available work. The unused portion of such ten (10) days shall accumulate from year to year without limitation.

Any bargaining unit member hired after August 16, 1995, and any probationary teacher may use up to thirty (30) sick days each year for family illness other than spouse or children.

Sick leave pay shall be deducted in one (1) hour increments to the nearest whole hour. [For example: If time missed is more than thirty (30) minutes, one (1) hour of sick pay will be deducted; if time is thirty (30) minutes or less, no sick pay will be deducted.]

B. The Board shall furnish a written statement at the beginning of each school year setting forth the total sick leave accumulation. Sick leave days accumulated in previous years may be used by a teacher, under contract with the District, at the beginning of the school year in September.

C. Proof of illness or disability may be required of the teacher upon written request by the Administration. This may be furnished by a statement from the teacher's doctor, or upon request, by a doctor appointed by the Administration.

D. No teacher shall be reimbursed for a larger number of sick leave days than the number of days said teacher has taught for the District, and no reimbursement may exceed the number of actual sick leave days accumulated.

E. A tenure teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted leave of absence without pay for the duration of such illness or disability, up to one (1) year. For probationary teachers, such leave shall be granted for the balance of the school year.

F. Absence due to injury or illness incurred in the course of the teacher's employment for which benefits are received under the Michigan Workers Compensation Act shall not be charged against the teacher's sick leave days. A teacher may use his/her paid sick days to offset the difference between the daily wage paid by Michigan Workers Compensation and the teacher's regular daily wage. All work related accidents or injuries must be reported to the building principal as soon after the accident or injury as possible. When sick days are used in conjunction with Workers Compensation wages, sick time deduction will be in whole hours.

G. A leave of absence may be granted a teacher called for jury service or to court by subpoena. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty or court fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs such duty on which he otherwise would have been scheduled to work.

H. If in the judgement of the Administration, an unacceptable attendance pattern is developing, the employee involved will be formally notified in writing, with a copy to the Association. The notice may include a requirement of medical verification for future use of sick days.

ARTICLE XI

PERSONAL AND ASSOCIATION LEAVE

A. Twenty-two (22) days of released time are to be made available to the Association to be used at the discretion of the Association Board of Directors for official business. The Board will be reimbursed by the Association for these days at the rate paid the substitute. Three (3) days of advance notice shall be given to the immediate supervisor to allow time for employment of a substitute and not more than three (3) teachers shall be granted time off at the same time.

B. Two (2) days of the annual ten (10) day sick leave allowance as provided for in Article X, Section A, may be used as personal days. No more than ten (10) teachers may be off on personal days on the same day. These days may not be used the day before or after a school recess, holiday or vacation period, nor the first or last day of semesters. No reason need be given when requesting a personal day. Request for personal days must be received at least five (5) days in advance of the date requested, except in the case of an emergency. Personal days may only be taken in half (1/2) day increments or whole day increments.

C. A teacher is entitled to up to a maximum of five (5) days per death of bereavement leave for deaths of the employee's: spouse, children, mother, father, and grandchildren. A teacher is also entitled to three (3) days per death of bereavement leave for deaths of grandparents, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parents, and step-children. These days shall not be deducted from the sick leave allowance. Bereavement days may only be used at the time of death or memorial service.

ARTICLE XII

SABBATICAL LEAVE OF ABSENCE

A. A teacher who has been employed for seven (7) consecutive years by the Clio Area Schools shall be granted a leave of absence without pay for one (1) year to attend school or to travel, providing that said teacher files a written request for such leave of absence at least sixty (60) calendar days prior to the end of the school year. Prior to granting of a sabbatical leave, the teacher's plan or program must be approved by the Board of Education.

B. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period, provided said teacher notifies the Assistant Superintendent for Business and Operations of his intent to return, in writing, at least sixty (60) days prior to the end of the school year of the sabbatical leave, and provided that the teacher submits evidence that the approved plan or program has been adhered to. Seniority in the teachers' association will not accrue during the sabbatical leave.

ARTICLE XIII

UNPAID LEAVES OF ABSENCES

A. Leave without pay for the purpose of engaging in study at an accredited college or university reasonably related to his or her professional responsibilities, with a full-time load, may be granted by the Board of Education for a specified time period not to exceed one (1) year upon receipt of the written request of the teacher. Application for such leave must be made in writing at least sixty (60) days prior to the day requested to begin such leave. Such leaves will only be considered if the beginning date coincides with a semester beginning date. The teacher must provide to the Board, when requested, proof of enrollment, attendance, and/or completion of the course work involved.

A leave of absence without pay may, upon written request, be granted to an employee to serve as an officer of the Association or on its staff. The request shall be for a specified period of time not to exceed one (1) year. Applications for such leave must be made in writing at least sixty (60) days prior to the day requested to begin such leave. Such leaves will only be considered if the beginning date coincides with a semester beginning date.

Reinstatement of teachers on leave shall occur only upon expiration of the leave's duration.

B. Leave without pay for child rearing shall be granted for a specified period of time not to exceed one (1) year upon request. Except in emergency situations, application for such leave must be made in writing at least sixty (60) days prior to day requested to begin such leave. The beginning date for child rearing leave must coincide with the beginning of a semester or immediately following the expiration of a child bearing sick leave, or following an adoption. The ending date of a child rearing leave must coincide with the day prior to the first day of a semester. If a year's leave would expire during a semester, the teacher may return at the beginning of the following semester. This return should be stated in his/her request for such leave.

C. For salary schedule purposes, a teacher who works (or draws pay) for at least forty-five (45) days in a particular semester shall receive credit for that semester on the salary schedule; a teacher who works (or draws pay) for less than forty-five (45) days in a semester shall receive no credit.

D. ALTERNATIVE CAREER LEAVES

1. The Board may grant a voluntary leave of absence, upon request, to a teacher without pay or fringe benefits. The purpose of the leave shall be made in writing to the Board sixty (60) days prior to the beginning of a semester.

2. The teacher who has requested an alternative leave may continue all fringe benefits by reimbursing the District at the group rate provided this is permitted by the carrier.

E. The teacher may return to work from the above leaves by providing written notice to the Board at least sixty (60) days before the expiration date of said leave. He shall be reinstated to a position of similar nature for which he is certified and qualified utilizing the layoff/recall procedure outlined in Article XVI.

ARTICLE XIV

TEACHER EVALUATION AND PROGRESS

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

A. An orderly, recorded, formal evaluation requires an administrator to have direct knowledge of a teacher's work.

1. Teachers will be evaluated at least three (3) times the first probationary year and at least two (2) times during subsequent probationary years. These evaluations, including the instrument, will be based on the teacher's Individual Development Plan (IDP) as required by law. Teachers who have held tenure positions prior to becoming employees of the Clio Area Schools will be evaluated at least three (3) times before the annual notification date. Teachers may be evaluated annually after being placed on tenure. The written evaluation will be presented to the teacher for review. It will be reviewed by the Assistant Superintendent for Curriculum and Instruction, the Assistant Superintendent for Business and Operations, and the Superintendent of Schools. A copy of these evaluations will be kept on file in the Board Office.
2. Evaluation should encourage continuation of acceptable teacher performance and improvement of short-comings.
3. Teaching ability will be determined by the evaluation of a teacher's personal qualifications, relationships with students, and teaching effectiveness.
4. The evaluation procedure should provide an opportunity for teacher self-evaluation.
5. Evaluation forms must be open to administrator and teacher alike.
6. Principals and supervisors share responsibility in evaluation.

B. At the beginning of the school year, all teachers will receive an orientation of the method that will be used in the evaluation of teachers during the school year. The tenure procedure will also be reviewed.

The process for completing a formal evaluation of teaching performance shall be as follows:

1. Classroom observations shall be logged and dates and times of classroom visits recorded.
2. Have conferences with the teacher, as needed.
3. Unsatisfactory teaching performance will be communicated to the teacher, in writing, specifying the areas where improvement should be made.
4. Complete formal evaluation of teaching performance.
5. Give teacher a copy of the formal evaluation for review.
6. Have personal conference with the teacher.
7. Ask the teacher to sign the teacher evaluation report indicating that it has been reviewed by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file.
8. Send teacher evaluation report to Central Administration.
9. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten (10) days thereafter; one to be signed and returned to the Administration, the other to be retained by the teacher.

New teachers must serve four (4) probationary years before being recommended for tenure. The evaluation schedule will be as agreed upon in the Individual Development Plan (IDP).

a. First probationary year:

- (1) First formal evaluation will be completed no later than November 1st.
- (2) Second formal evaluation will be completed no later than February 1st.
- (3) Third formal evaluation will be completed no later than May 1st.

b. Subsequent probationary years:

- (1) First formal evaluation will be completed no later than November 1st.
- (2) Second formal evaluation will be completed no later than February 1st.

c. Teachers who must serve two (2) probationary years before being recommended for tenure will be evaluated according to the following calendar:

- (1) First formal evaluation will be completed no later than November 1st.
- (2) Second formal evaluation will be completed no later than December 20th.
- (3) Third formal evaluation will be completed no later than February 20th.

A teacher who begins a probationary period after the start of the school year will be evaluated at least three (3) times during the teacher's probationary year. The first evaluation will be completed within two (2) months after the commencement of service. The final evaluation shall be at least ninety (90) days prior to the end of the teacher's probationary year.

Evaluation of tenure teachers will be completed by May 1st annually. A tenure teacher whose work is considered unsatisfactory will be evaluated according to the calendar of the evaluation of teachers required to serve a single probationary year.

C. Notification of satisfactory or unsatisfactory service will be given to all probationary teachers in March. Any teacher who is recommended for discontinuance of service will be notified at least sixty (60) days prior to the close of school. Teachers shall receive a registered letter of notification and statement of charges from the Superintendent and be advised of their rights under the Tenure Act for a hearing and appeal.

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

ARTICLE XV

CODE OF ETHICS

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 consistent with the provisions of this Agreement.

B. The Board recognizes that the Code of Ethics (see Appendix C) of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall supply each administrator, upon request, with a copy of said Code annually.

C. The teachers recognize their responsibility for supervision of pupils includes the classroom, halls, lavatories, other school facilities, and on-the-school premises. Teachers observing or being informed of poor pupil conduct will promptly take effective corrective measures and inform the proper administrative personnel. The Board shall support teachers as they exercise these responsibilities.

D. The teachers recognize the purpose in being on the job prior to the beginning of school and following the final class period is for activities such as pupil control, conferences, or teacher meetings.

E. The Board and the Association recognize that teachers have a responsibility to provide an atmosphere in which students may grow academically and socially. Conducive to a good classroom atmosphere is the appearance and dress of the individual teachers. Teachers are examples and imitated by many of their students with whom they come in contact; and therefore, the dress, grooming habits, and personal appearance of teachers should reflect good taste and the expectation of the Clio school community.

ARTICLE XVI

SENIORITY, LAYOFF, RECALL QUALIFICATIONS

A. Seniority is defined as continuous service in the Clio Area Schools in positions for which a teaching certificate is required by the Board with the following conditions:

1. The school psychologist will accumulate seniority, even if he/she does not have a teaching certificate.
2. Any bargaining unit member who leaves the unit for a Clio administrative position and later returns to the bargaining unit will be credited with seniority for time spent as an administrator.
3. Any person serving as an administrator in the Clio School District on January 1, 1986, shall continue to accrue seniority.
4. Any new administrator hired after January 1, 1986, shall not receive seniority unless he/she meets the conditions of #2 of this paragraph.
5. Those administrators serving between 7/1/84 and 7/1/86 shall not receive seniority for those two (2) years.

B. An employee's seniority date shall be the first date on which he/she began work in a certified position. Employment during the summer months in extra curricular assignments shall not be considered as the first day of work. Time spent as a substitute is excluded, except as provided for in Paragraph C below.

C. A seniority list will be prepared by the employer and a copy furnished to each bargaining unit member prior to October 1 of each year. Revisions and updates will be posted in each building as they are made. A copy will also be sent to the Association president.

The seniority list shall contain the following information: name, seniority date, certification, endorsements, and length of seniority in semesters.

For seniority purposes, an employee who works (or draws pay) for at least forty-five (45) days in a particular semester shall receive appropriate credit for that semester; an employee who works (or draws pay) for less than forty-five (45) days in a semester shall receive no credit.

Part-time employees shall accrue seniority for the portion of the day or year for which they are employed on a pro-rated basis. A half-time employee would receive one semester of credit for a whole year of employment.

D. Employees will lose their seniority, if they:

1. Resign
2. Are discharged for cause
3. Retire
4. Refuse recall to a position of like nature and at least the same compensation from which a teacher is laid off. If a laid off Clio tenure teacher is under contract to another Michigan school district and is offered a position in Clio after July 1 and he/she is unable to get released from his/her contract, this language will not apply.
5. A teacher on layoff will lose all seniority and recall rights after having been on layoff for a continuous period of time equal to their time under contract.

E. Seniority shall continue to accumulate when an employee is on military leave or on health leave. Seniority shall not accrue while an employee is on layoff, on child rearing leave, on an educational leave, on sabbatical leave, or on an alternative career leave.

F. When two or more teachers have the same number of semesters of service and have the same effective dates of hire, a random drawing will be held before the next revised seniority list is posted to determine placement on the seniority list. The affected teachers and union representatives will be invited to the drawing.

Positions on the seniority list will be determined by the total number of semesters for which seniority is granted. When the number of semesters are equal, the person with the earliest seniority date shall be listed first.

G. In order for an administrator to enter the bargaining unit, either of the following may apply:

1. If an administrator voluntarily wants to be placed in a teaching position, he/she may do so only if such assignment does not cause the layoff of a teacher or prevent the recall of a Clio tenure teacher from layoff.
2. If the district is forced to reduce the staff, a laid off administrator may be assigned to a teaching position in accordance with his/her position on the seniority list.

H. In the event of a layoff, the following procedure shall be followed in the sequence listed:

1. The district shall establish its curriculum needs.
2. Probationary employees will be laid off if there is a certified and qualified tenure teacher on staff who can perform the services of the probationary teacher.
3. Tenure teachers will be laid off on the basis of seniority, except the Board may pass over for layoff any teacher who cannot be replaced in a program by an involuntary transfer because of qualifications and/or certification.
4. Tenure teachers will be assigned based upon their seniority, certification and qualifications.
5. Teachers shall receive sixty (60) days notice prior to effective date of layoff.

I. The Association shall review the layoff proposals prior to formal adoption. The Association shall certify, in writing, within ten (10) days of receipt of the proposal that:

1. The Association agrees with the proposal, or
2. The Association will specify, in writing, the changes necessary to obtain the endorsement of the Association.

J. Laid off bargaining unit members shall be recalled to the first vacancy for which they are certified and qualified in the order of seniority.

K. Notification of a recall shall be in writing, with a copy to the Association. The notification shall be sent by certified mail to the last known address. It shall be the responsibility of the employee to notify the employer of any change in address.

L. Qualifications:

1. Certification shall be defined by the State Department of Education.
2. Qualified shall be as established by the Board of Education for those positions wherein the Board has already adopted the qualifications. (See Appendix E) During a time of layoff, or when the Board finds it necessary to hire a new teacher or assign an existing teacher to positions listed in Appendix E, and the positions are for less than a full day, the qualifications are waived. The qualifications would be waived if the position is half day in an Appendix E position, and a half day in a non-Appendix E position.
3. In K-6 classrooms, qualifications shall be State certification, except as provided for in Article XVI, L. 2.

4. In 9-12 classrooms, qualifications shall be as determined by the North Central Accreditation Association, except that the 1988-89, 9-12 teaching staff shall be deemed to be qualified for their current assignment.
- *5. Qualifications for grades 7 and 8:
 - a. For math, science, social studies and English, qualifications shall be twenty (20) semester hours if the teacher is to be assigned to one of these subjects for the majority of his/her teaching day.
 - b. A bargaining unit member hired before 7/1/89 may be assigned to subjects listed in L., 5., a., provided he/she completes three (3) semester hours of study toward the required twenty semester hours each year. No teacher shall be required to start twenty (20) semester hours in a new area in two consecutive years; or
 - c. Bargaining unit members having taught three (3) years or more in a subject area in Clio at the 7th or 8th grade level, between July 1, 1979 and July 1, 1989, shall be considered qualified to teach in that subject area.

*These qualifications shall remain in effect unless, and until, a committee of three (3) teachers chosen by the Association, three (3) administrators, and one (1) School Board member agree to change, modify, or alter the qualifications.

- M. The Board will establish a fund equal to \$75 per bargaining unit member for the purpose of reimbursing teachers for courses taken to meet Core Curriculum Certification/Endorsement as delineated in the Memorandum of Understanding.

ARTICLE XVII

SCHOOL CALENDAR

- A. The school calendar for the 1998-99, 1999-00, 2000-01 school years shall be as set forth in Appendix A.
- B. The Association agrees that teachers will provide the necessary services for the District to receive full State Aid.

In the event scheduled work days are cancelled (i.e., teachers are not required to report for work) due to circumstances beyond the Board's control and the days need to be made up in order to participate fully in State Aid, these days may be made up by adding them to the end of the agreed-to calendar, or by mutual agreement prior to the last scheduled work day. These days, if made up, will be done without additional compensation to the teachers.

If the staff, not an individual teacher, is not told the day is cancelled and report for work, they may be assigned duties for the day and receive their regular pay. If, under these circumstances, a day must be added to the calendar in order to participate fully in State Aid, teachers will receive an extra day's pay.

C. Teachers shall be expected to participate fully in Parent-Teacher Conference Days, including evening sessions if requested by the Superintendent.

ARTICLE XVIII

COMPENSATION

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

B. A maximum of six (6) years of pre-service salary schedule credit shall be given for experience in other school systems and for military service. Military service salary credit shall be given up to a maximum of three (3) years toward the six (6) as follows:

1. One (1) year of active duty shall equal one (1) year on the salary schedule;
2. Six (6) months of active duty as a Reservist or National Guardsman will equal one-half (1/2) year on the salary schedule;
3. Five and one-half (5-1/2) years of Reserve or National Guard duty shall count as one-half (1/2) year on the salary schedule.

C. A teacher's hourly rate shall be determined by dividing the annual regular salary by 1,344 hours for 1998-99, 1,344 hours for 1999-00, and 1,351 hours for 2000-01.

D. Teachers involved in voluntary extra duty assignments as set forth in Appendices B-1 and B-2, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.

E. Teachers may elect to take their pay in 21 or 26 equal pays. Following are the beginning and ending pay dates:

1. 1998-99 Contract Year:

- a. First pay will be September 4, 1998.
- b. The 21st pay will be June 11, 1999, or the last day of required work. The 26th pay will be August 20, 1999.

2. 1999-00 Contract Year:
 - a. First pay will be September 3, 1999.
 - b. The 21st pay will be June 9, 2000, or the last day of required work. The 26th pay will be August 18, 2000.
3. 2000-01 Contract Year:
 - a. First pay will be September 1, 2000.
 - b. The 21st pay will be June 8, 2001, or the last day of required work. The 26th pay will be August 17, 2001.

ARTICLE XIX

INSURANCE PROTECTION

A. The Board shall make available to all bargaining unit members the following MESSA-PAK (or equivalent coverage) fringe benefit plans, with premium paid by the Board. The Board guarantees the Association that there will be no lapse of benefits or coverage. The \$100 deductible will be paid by the bargaining unit member.

PLAN A - FOR EMPLOYEES NEEDING HEALTH INSURANCE

1. Super Care I
2. Delta Dental: E 03 (80/80/80: \$1300)
3. Life Insurance: \$45,000 AD&D, plus \$5,000 in Medical Insurance
4. Vision: VSP - 3
5. Long-Term Disability: 70%

1998-99	\$4,500 maximum
1999-00	\$4,500 maximum
2000-01	\$4,500 maximum

90 Calendar Days Modified Fill

Freeze on Off-Sets

Alcoholism/Drug Addiction (same as other illness)

Mental/Nervous - 2 years

COLA - 5%

10% Minimum Benefit

3 Month Survivor Benefit

PLAN B - FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE

1. Life Insurance: Same as Plan A (\$50,000)
2. Delta Dental: Same as Plan A
3. Vision: Same as Plan A
4. Long-Term Disability: Same as Plan A
5. Employees selecting "PLAN B" will receive the following amounts to be paid to a MEA sponsored tax-sheltered annuity program:

1998-99	\$184/month	(\$2,208/year)
1999-00	\$188/month	(\$2,256/year)
2000-01	\$192/month	(\$2,304/year)

B. In the event of the death of a teacher covered for the above medical benefits, the dependents who were covered on the date of death may continue such coverage on a direct payment basis with the Clio Schools. Coverage for the surviving spouse and/or sponsored dependents may be continued until the first day of the calendar month in which she/he becomes age 65. On that date, the covered individual will be covered under the Group Limited Medicare Supplement Plan. Coverage for surviving dependent children may be continued as long as they qualify as eligible dependents. Coverage continued under this provision will terminate upon cessation of contributions for the cost of the coverage, when a dependent child and/or Sponsored Dependent no longer qualifies as an eligible dependent.

C. Teachers on unpaid leaves of absences may pay directly to the Board the amount of insurance premium for the above programs, subject to the approval of the insurance carrier. A teacher who is laid off will be eligible to pay hospital and dental premiums for one year.

- D. Teachers shall have twelve (12) months' insurance coverage, except that:
1. Teachers who terminate their employment for any reason during the school year shall have coverage only through the end of the month in which they terminate.
 2. Teachers who begin after the school year starts and complete the school year shall have coverage through August following the last scheduled work day.
 3. Teachers who are laid off at the end of the school year shall have coverage through August following the last scheduled work day.
 4. Teachers who are disabled and are granted a leave of absence shall have three (3) month's coverage beyond the exhaustion of their paid sick days.
 5. Teachers who are laid off during the school year shall have three (3) month's coverage beyond the month in which their layoff became effective.
 6. A teacher who completes the school year, but resigns effective the last scheduled work day, shall have insurance premiums paid by the District for that July and August.

The above is subject to the terms of the carrier. The last scheduled work day shall be as per the calendar: Teachers Record Day.

ARTICLE XX

SPECIAL AND STUDENT TEACHING ASSIGNMENTS

- A. Assignments for Driver Education will be made by the Board of Education in accordance with Article VIII, E. Teachers shall be compensated at the rate of \$21.00 per hour for 1998-99, 1999-00, and 2000-01.
- B. The Board agrees to maintain, at all times, a list of substitute teachers which will include laid off teachers desiring to be on the list. Teachers shall be informed of a telephone number they may call and at a time assigned by the building principal, before the opening of their unit, to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.
- C. The Association agrees to accept intern teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.
- D. The Board agrees to provide intern teachers with a copy of the most recent texts, guides, policies, and a copy of this Agreement to assist them during this period.

ARTICLE XXI

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teachers of responsibilities with respect to such pupil.

B. School employees may use reasonable physical force on a pupil necessary to protect himself or herself, the pupil, or others from immediate physical injury, obtain possession of a weapon or other dangerous object within the control of a pupil, or to protect property from physical damage.

Corporal Punishment - Public Act 521 of 1988 prohibits school employees from using corporal punishment upon any pupil. Corporal punishment is defined as hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline that is unreasonably inflicted upon a pupil and causes physical harm to the pupil.

C. A teacher may send a pupil to the principal's office for misconduct. The continued exclusion from class must be with the principal's approval. In such cases, the teacher will furnish the principal full particulars of the incident in writing. This report must be presented the same day the incident occurs. The teacher and school authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.

D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. Upon request of the teacher, the Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

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

F. Time lost by the teacher in connection with any incident mentioned in this Article shall not be charged against the teacher; provided, however, that this section shall not protect a teacher convicted of a criminal charge.

G. In case of any claims for loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, and not due to teacher negligence, the Administration will give reasonable assistance in collection of said claims.

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

ARTICLE XXII

GRIEVANCE PROCEDURE

A. DEFINITION:

1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
3. Faculty personnel may present any grievance with the full assurance that such presentation will in no way prejudice their standing or status with the school system.
4. The term "days" when used in this Article shall mean duty days except where otherwise indicated.
5. The Board or the Association may designate a representative other than those specified to handle grievances at any step in this procedure.
6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - a. The termination of services or failure to re-employ any probationary employee.
 - b. The placing of a non-tenure teacher on a third year of probation.
 - c. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Edition, of 1937 of Michigan, as amended).
7. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
8. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

B. PROCEDURES:

1. A teacher who feels he has a grievance must first take the matter up verbally with the principal or request that the Association accompany the teacher to discuss the grievance with the teacher's principal within ten (10) working days following the act or condition which is the basis of his grievance who will attempt to resolve it with him.
2. If this fails to resolve the grievance, the teacher and/or the Association shall reduce the grievance to writing and present it to his principal within ten (10) working days following the conference as provided in B., 1. The parties may, by mutual agreement, decide that a grievance should be initiated at a higher step in the grievance procedure.
3. Within ten (10) working days of receipt of the written grievance, the principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. Such conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the teacher.
4. Within five (5) working days after such conference, the principal shall answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the principal's decision will be final.
5. If the teacher does not accept the principal's written answer, the grievance may be appealed to the superintendent by sending such notice in writing to him within five (5) working days from the date of the principal's written decision.
6. Within ten (10) working days of receipt of the written appeal, the superintendent will arrange for a conference with the view of satisfactorily resolving the grievance. Such conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the teacher. (Grievance will not be processed to the next step until the conferences are held.)
7. Within five (5) working days after such conference, the superintendent shall answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) working days from receipt of such answer, the superintendent's decision will be final.
8. If a teacher is not satisfied with the disposition of the grievance by the superintendent, the grievance shall be transmitted to the Board of Education by filing a written copy thereof with the secretary or other designee of the Board within five (5) days of the superintendent's answer. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be most convenient to the Board, may hold a hearing on the grievance, review such grievance in executive session, or give such consideration as it shall deem appropriate. A copy of the Board's disposition shall be furnished to the teacher and the Association within ten (10) days following such decision.
9. Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of receipt of the decision.

10. If the grievance is not settled at the preceding step, it may be submitted to arbitration at the election of either party. The matters to be arbitrated shall be submitted to a single arbitrator as follows:
 - a. Within the ten (10) days referred to the above (step 9), the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of grievance to be arbitrated.
 - b. Within five (5) working days from receipt of such notice, the other party may also serve on the first party its statement of matters to be arbitrated.
 - c. If the parties are unable to agree upon an arbitrator within five (5) days, the arbitrator shall be selected according to the rules of the American Arbitration Association and said rules shall govern the proceedings. Once selected, the Arbitrator shall, within thirty (30) days of notice of his appointment, schedule a date for the hearing in the matter which is to be decided. If the Arbitrator does not accept and schedule a hearing as above provided, the American Arbitration Association will be requested to immediately submit another list of names.
11. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have the authority nor shall he consider it his function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practice or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or deletion of written terms of this Agreement). The Arbitrator has no obligation or function to render a decision or not to render a decision merely because in his opinion such decision is fair or equitable or because in his opinion it is unfair or inequitable.
12. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article (Grievance Procedure), the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet the test of arbitrability, he shall refer the case back to the parties without a recommendation on the matter.
13. Unless expressly agreed to by the parties in writing, the Arbitrator is limited to hearing one (1) grievance including its arbitrability at any one (1) hearing upon its merits. Separate arbitrators shall be selected for each issue appealed to advisory arbitration.

14. The Arbitrator may make such investigation as he deems proper and may, as his option, hold a public hearing and examine all such witnesses and make a record of all proceedings. Within thirty (30) days after the close of the hearing or the date established for filing Post Hearing Briefs, if so desired by either party, the Arbitrator shall issue his decision which shall be final and binding. The fees and expenses of the impartial arbitrator, cost of the transcript (if one is requested by the Arbitrator) and hearing room, shall be shared equally by the parties.

ARTICLE XXIII

NEGOTIATION PROCEDURES

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

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned responsibilities, unless otherwise mutually agreed.

Should such meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

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

C. A least ninety (90) days prior to the expiration of the Agreement, the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forthcoming year.

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

E. There shall be three (3) signed copies of the final Agreement for the purpose of record: one (1) retained by the Board, one (1) retained by the Association, and one (1) retained by the superintendent.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of 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.
- E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now or hereafter employed. Further, the Board shall furnish thirty-five (35) copies of the Master Agreement to the Association for its use.
- F. Any employee may be required to take a health examination upon the recommendation of the Administration. Cost of these examinations shall be paid by the Board.
- G. Teachers employed on a regular, but less than a full-time basis, shall be entitled to fringe benefits on a pro-rata basis.
- H. Any field trips worthy of educational value may be allowed within reasonable limits of time, distance and budget.
- I. Teachers who are members of the National Guard or Reserves and who are ordered to active duty shall receive the difference between their regular salary and their military pay for 30 days, and shall receive three (3) months of paid fringe benefits beyond the month in which they are placed on active duty.
- J. The Board of Education will give the teaching staff an opportunity to make recommendations relative to curriculum improvement through the Instructional Advisory Council.
- K. Retirement Notification Incentive - Retiring Association members who have worked for the Clio Area Schools for a minimum of fifteen (15) years will qualify for a "Retirement Notification Incentive" of \$30 for each year of service with the district if they notify the Board in writing of their intention to retire prior to April 1. This payment will be made in a separate check in the last payroll in June.
- L. Bargaining members will be notified if there has been a Freedom of Information Act (FOIA) request for information in members personnel file.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be effective as of August 17, 1998, and shall continue in effect until August 16, 2001. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

LOCAL 10 MEA/NEA (CLIO UNIT)

By Glenda Patton
Its President

9-30-98
Date

By Nancy J. Fredenburg
Its Secretary

9-30-98
Date

CLIO BOARD OF EDUCATION

By Michael J. Zin
Its President

9-29-98
Date

By Sally J. VanLoeyen
Its Secretary

9-29-98
Date

APPENDIX A
SCHOOL CALENDAR
1998-99

AUGUST	25	Teacher Work Day	JANUARY	4	School Resumes
AUGUST	26	First Day for Students 1/2 Day for Students (AM/PM Kdg. will attend)	JANUARY	15	End of First Semester
			JANUARY	18	Teacher Work Day - No School for Students
SEPTEMBER	7	Labor Day Holiday	FEBRUARY	12	Mid-Winter Break
OCTOBER	9	End of Six-Week Marking Period	FEBRUARY	15	Mid-Winter Break
OCTOBER	16	No School	MARCH	5	End of Six-Week Marking Period
OCTOBER	30	End of Ten-Week Marking Period	MARCH	12	No School
NOVEMBER	20	End of Six-Week Marking Period	MARCH	26	End of Ten-Week Marking Period
NOVEMBER	26-27	Thanksgiving Holiday	APRIL	1	Last Day of School Prior to Spring Break
DECEMBER	18	Last Day of School Prior to Christmas Holiday	APRIL	12	School Resumes
			APRIL	23	End of Six-Week Marking Period
			MAY	31	Memorial Day Holiday
			JUNE	10	Last Day for Students (1/2 Day K-12)
			JUNE	11	Teacher Work Day

STUDENT SESSION DAYS (182)

TEACHER WORK DAYS (3)

PAID HOLIDAYS (7) TOTAL (192)

First Semester	89
Second Semester	<u>93</u>
Total	182

1
<u>2</u>
3

1 - Labor Day	5 - Good Friday
2 - Thanksgiving	6 - Easter
3 - Christmas	7 - Memorial Day
4 - New Years	

1998-99 PARENT/TEACHER CONFERENCE SCHEDULE

HALF-DAY DISMISSAL TIMES

OCTOBER	12	High School Conferences 6:00 p.m. - 8:30 p.m.
OCTOBER	13	P.M. Kindergarten held with Substitutes Kindergarten Conferences 12:45 p.m. - 3:45 p.m. Elementary Conferences 6:00 p.m. - 8:30 p.m.
OCTOBER	14	Middle School Conferences 6:00 p.m. - 8:30 p.m.
OCTOBER	15	1/2 Day for Students Conferences K-12 1:00 p.m. - 4:00 p.m. (Building option 2-5 p.m.) Conferences K-12 6:00 p.m. - 8:30 p.m. A.M. Kindergarten will be held with Substitutes
MARCH	8	Middle School Conferences 6:00 p.m. - 8:30 p.m.
MARCH	9	P.M. Kindergarten held with Substitutes Kindergarten Conferences 12:45 p.m. - 3:45 p.m. Elementary Conferences 6:00 p.m. - 8:30 p.m.
MARCH	10	High School Conferences 6:00 p.m. - 8:30 p.m.
MARCH	11	1/2 Day for Students Conferences K-12 1:00 p.m. - 4:00 p.m. (Building option 2-5 p.m.) Conferences K-12 6:00 p.m. - 8:30 p.m. P.M. Kindergarten will be held with Substitutes

High School - 10:30 a.m.
Middle School - 10:45 a.m.
Elementaries - 11:45 a.m.

When additional hours are required by the State, only the necessary minutes of instruction time will be added to each teacher's normal assignment. Any adjustments to meet State guidelines in hours/days will be negotiated between the Board and the Association.

APPENDIX A
SCHOOL CALENDAR
1999-00

AUGUST	30	Teacher Work Day	JANUARY	3	School Resumes
AUGUST	31	First Day for Students	JANUARY	20	End of First Semester
		1/2 Day for Students (AM/PM Kdg. will attend)	JANUARY	21	Teacher Work Day - No School for Students
SEPTEMBER	6	Labor Day Holiday	FEBRUARY	21	Mid-Winter Break
OCTOBER	8	End of Six-Week Marking Period	MARCH	3	End of Six-Week Marking Period
OCTOBER	22	No School	MARCH	17	No School
NOVEMBER	5	End of Ten-Week Marking Period	MARCH	31	End of Ten-Week Marking Period
NOVEMBER	19	End of Six-Week Marking Period	APRIL	14	End of Six-Week Marking Period
NOVEMBER	25-26	Thanksgiving Holiday	APRIL	20	Last Day of School Prior to Spring Break
DECEMBER	21	Last Day of School Prior to Christmas Holiday	MAY	1	School Resumes
			MAY	29	Memorial Day Holiday
			JUNE	9	Last Day for Students (1/2 Day K-12)
			JUNE	10 or 12	Teacher Work Day

<u>STUDENT SESSION DAYS (182)</u>		<u>TEACHER WORK DAYS (3)</u>		<u>PAID HOLIDAYS (7) TOTAL (192)</u>	
First Semester	91		1	1 - Labor Day	5 - Good Friday
Second Semester	91		2	2 - Thanksgiving	6 - Easter
Total	182		3	3 - Christmas	7 - Memorial Day
				4 - New Years	

1999-00 PARENT/TEACHER CONFERENCE SCHEDULE

OCTOBER	18	High School Conferences 6:00 p.m. - 8:30 p.m.
OCTOBER	19	P.M. Kindergarten held with Substitutes Kindergarten Conferences 12:45 p.m. - 3:45 p.m. Elementary Conferences 6:00 p.m. - 8:30 p.m.
OCTOBER	20	Middle School Conferences 6:00 p.m. - 8:30 p.m.
OCTOBER	21	1/2 Day for Students Conferences K-12 1:00 p.m. - 4:00 p.m. (Building option 2-5 p.m.) Conferences K-12 6:00 p.m. - 8:30 p.m. A.M. Kindergarten will be held with Substitutes
MARCH	13	Middle School Conferences 6:00 p.m. - 8:30 p.m.
MARCH	14	P.M. Kindergarten held with Substitutes Kindergarten Conferences 12:45 p.m. - 3:45 p.m. Elementary Conferences 6:00 p.m. - 8:30 p.m.
MARCH	15	High School Conferences 6:00 p.m. - 8:30 p.m.
MARCH	16	1/2 Day for Students Conferences K-12 1:00 p.m. - 4:00 p.m. (Building option 2-5 p.m.) Conferences K-12 6:00 p.m. - 8:30 p.m. P.M. Kindergarten will be held with Substitutes

HALF-DAY DISMISSAL TIMES

High School - 10:30 a.m.
Middle School - 10:45 a.m.
Elementaries - 11:45 a.m.

When additional hours are required by the State, only the necessary minutes of instruction time will be added to each teacher's normal assignment. Any adjustments to meet State guidelines in hours/days will be negotiated between the Board and the Association.

APPENDIX A
SCHOOL CALENDAR
2000-01

AUGUST	28	Teacher Work Day	JANUARY	2	School Resumes
AUGUST	29	First Day for Students 1/2 Day for Students (AM/PM Kdg. will attend)	JANUARY	15	Teacher Work Day - No School for Students
SEPTEMBER	4	Labor Day Holiday	JANUARY	19	End of First Semester
OCTOBER	13	End of Six-Week Marking Period	FEBRUARY	16	Mid-Winter Break
OCTOBER	20	No School	FEBRUARY	19	Mid-Winter Break
NOVEMBER	3	End of Ten-Week Marking Period	MARCH	2	End of Six-Week Marking Period
NOVEMBER	22	End of Six-Week Marking Period	MARCH	9	No School
NOVEMBER	23-24	Thanksgiving Holiday	MARCH	23	End of Ten-Week Marking Period
DECEMBER	20	Last Day of School Prior to Christmas Holiday	APRIL	12	End of Six-Week Marking Period
			APRIL	12	Last Day of School Prior to Spring Break
			APRIL	23	School Resumes
			MAY	28	Memorial Day Holiday
			JUNE	12	Last Day for Students (1/2 Day K-12)
			JUNE	13	Teacher Work Day

STUDENT SESSION DAYS (183)

First Semester	91
Second Semester	<u>92</u>
Total	183

TEACHER WORK DAYS (3)

1
<u>2</u>
3

PAID HOLIDAYS (7) TOTAL (193)

1 - Labor Day	5 - Good Friday
2 - Thanksgiving	6 - Easter
3 - Christmas	7 - Memorial Day
4 - New Years	

2000-01 PARENT/TEACHER CONFERENCE SCHEDULE

OCTOBER	16	High School Conferences 6:00 p.m. - 8:30 p.m.
OCTOBER	17	P.M. Kindergarten held with Substitutes Kindergarten Conferences 12:45 p.m. - 3:45 p.m. Elementary Conferences 6:00 p.m. - 8:30 p.m.
OCTOBER	18	Middle School Conferences 6:00 p.m. - 8:30 p.m.
OCTOBER	19	1/2 Day for Students Conferences K-12 1:00 p.m. - 4:00 p.m. (Building option 2-5 p.m.) Conferences K-12 6:00 p.m. - 8:30 p.m. A.M. Kindergarten will be held with Substitutes
MARCH	5	Middle School Conferences 6:00 p.m. - 8:30 p.m.
MARCH	6	P.M. Kindergarten held with Substitutes Kindergarten Conferences 12:45 p.m. - 3:45 p.m. Elementary Conferences 6:00 p.m. - 8:30 p.m.
MARCH	7	High School Conferences 6:00 p.m. - 8:30 p.m.
MARCH	8	1/2 Day for Students Conferences K-12 1:00 p.m. - 4:00 p.m. (Building option 2-5 p.m.) Conferences K-12 6:00 p.m. - 8:30 p.m. P.M. Kindergarten will be held with Substitutes

HALF-DAY DISMISSAL TIMES

High School - 10:30 a.m.
Middle School - 10:45 a.m.
Elementaries - 11:45 a.m.

When additional hours are required by the State, only the necessary minutes of instruction time will be added to each teacher's normal assignment. Any adjustments to meet State guidelines in hours/days will be negotiated between the Board and the Association.

APPENDIX B

SALARY SCHEDULE FOR 1998-99

STEP	I	II	III	IV	V
0.0	25,923	27,219	28,580	30,009	31,510
0.5	26,183	27,492	28,866	30,310	31,825
1.0	26,442	27,764	29,152	30,610	32,140
1.5	27,103	28,458	29,881	31,375	32,944
2.0	27,764	29,152	30,610	32,140	33,747
2.5	28,458	29,881	31,375	32,944	34,591
3.0	29,152	30,610	32,140	33,747	35,434
3.5	29,881	31,375	32,944	34,591	36,320
4.0	30,610	32,140	33,747	35,434	37,206
4.5	31,375	32,944	34,591	36,320	38,136
5.0	32,140	33,747	35,434	37,206	39,067
5.5	32,944	34,591	36,320	38,136	40,043
6.0	33,747	35,434	37,206	39,067	41,020
6.5	34,591	36,320	38,136	40,043	42,045
7.0	35,434	37,206	39,067	41,020	43,071
7.5	36,320	38,136	40,043	42,045	44,148
8.0	37,206	39,067	41,020	43,071	45,224
8.5	38,136	40,043	42,045	44,148	46,355
9.0	39,067	41,020	43,071	45,224	47,486
9.5	40,043	42,045	44,148	46,355	48,673
10.0	41,020	43,071	45,224	47,486	49,860
10.5	45,737	47,970	50,349	52,883	55,299
11.0	50,454	52,869	55,473	58,281	60,739

- I BA/BS degree with provisional or permanent certificate
- II BA/BS degree + 20 semester hours of graduate credit
MA/MS degree without provisional or permanent certificate
- III MA/MS degree with provisional or permanent certificate
- IV MA/MS degree with 15 additional graduate hours
- V MA/MS degree with 30 additional graduate hours

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

APPENDIX B

SALARY SCHEDULE FOR 1999-00

STEP	I	II	III	IV	V
0.0	26,442	27,764	29,152	30,610	32,140
0.5	26,706	28,041	29,444	30,916	32,462
1.0	26,971	28,319	29,735	31,222	32,783
1.5	27,645	29,027	30,478	32,002	33,603
2.0	28,319	29,735	31,222	32,783	34,422
2.5	29,027	30,478	32,002	33,603	35,283
3.0	29,735	31,222	32,783	34,422	36,143
3.5	30,478	32,002	33,603	35,283	37,047
4.0	31,222	32,783	34,422	36,143	37,950
4.5	32,002	33,603	35,283	37,047	38,899
5.0	32,783	34,422	36,143	37,950	39,848
5.5	33,603	35,283	37,047	38,899	40,844
6.0	34,422	36,143	37,950	39,848	41,840
6.5	35,283	37,047	38,899	40,844	42,886
7.0	36,143	37,950	39,848	41,840	43,932
7.5	37,047	38,899	40,844	42,886	45,031
8.0	37,950	39,848	41,840	43,932	46,129
8.5	38,899	40,844	42,886	45,031	47,282
9.0	39,848	41,840	43,932	46,129	48,435
9.5	40,844	42,886	45,031	47,282	49,646
10.0	41,840	43,932	46,129	48,435	50,857
10.5	46,652	48,929	51,356	53,941	56,405
11.0	51,464	53,926	56,582	59,446	61,954

- I BA/BS degree with provisional or permanent certificate
- II BA/BS degree + 20 semester hours of graduate credit
MA/MS degree without provisional or permanent certificate
- III MA/MS degree with provisional or permanent certificate
- IV MA/MS degree with 15 additional graduate hours
- V MA/MS degree with 30 additional graduate hours

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

APPENDIX B

SALARY SCHEDULE FOR 2000-01

STEP	I	II	III	IV	V
0.0	26,971	28,319	29,735	31,222	32,783
0.5	27,240	28,602	30,032	31,534	33,111
1.0	27,510	28,886	30,330	31,846	33,439
1.5	28,198	29,608	31,088	32,642	34,275
2.0	28,886	30,330	31,846	33,439	35,111
2.5	29,608	31,088	32,642	34,275	35,988
3.0	30,330	31,846	33,439	35,111	36,866
3.5	31,088	32,642	34,275	35,988	37,788
4.0	31,846	33,439	35,111	36,866	38,709
4.5	32,642	34,275	35,988	37,788	39,677
5.0	33,439	35,111	36,866	38,709	40,645
5.5	34,275	35,988	37,788	39,677	41,661
6.0	35,111	36,866	38,709	40,645	42,677
6.5	35,988	37,788	39,677	41,661	43,744
7.0	36,866	38,709	40,645	42,677	44,811
7.5	37,788	39,677	41,661	43,744	45,931
8.0	38,709	40,645	42,677	44,811	47,051
8.5	39,677	41,661	43,744	45,931	48,228
9.0	40,645	42,677	44,811	47,051	49,404
9.5	41,661	43,744	45,931	48,228	50,639
10.0	42,677	44,811	47,051	49,404	51,874
10.5	47,584	49,908	52,383	55,020	57,534
11.0	52,490	55,005	57,714	60,635	63,193

- I BA/BS degree with provisional or permanent certificate
- II BA/BS degree + 20 semester hours of graduate credit
MA/MS degree without provisional or permanent certificate
- III MA/MS degree with provisional or permanent certificate
- IV MA/MS degree with 15 additional graduate hours
- V MA/MS degree with 30 additional graduate hours

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

APPENDIX B-1

EXTRA CURRICULAR DUTIES

The following extra curricular duties will be compensated, as follows, for years 1998-99, 1999-00, and 2000-01:

<u>HIGH SCHOOL</u>	<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>
1. Department Head - Language Arts	1282	1308	1334
2. Department Head - Math	1282	1308	1334
3. Department Head - Science	1282	1308	1334
4. Department Head - Social Studies	1282	1308	1334
5. Department Head - Business	1282	1308	1334
6. Department Head - Industrial Arts	552	563	574
7. Department Head - Guidance	552	563	574
8. Department Head - Special Education	735	750	765
9. Department Head - Physical Education	552	563	574
10. Department Head - Foreign Language	735	750	765
11. Department Head - Home Economics	385	393	401
12. Department Head - Art	385	393	401
13. 9th Grade Advisor	534	545	556
14. 10th Grade Advisor	534	545	556
15. 11th Grade Advisor	534	545	556
16. 12th Grade Advisor	1059	1080	1102
17. Fall Play	534	545	556

18. Musical			
Director of Music	534	545	556
Director of Drama	534	545	556
19. Vocal Music	797	813	829
20. High School Band	3078	3140	3203
21. Annual (Yearbook)	1322	1348	1375
22. Clionian	328	335	342
23. Club Sponsors (17 total)	534	545	556
24. Intramurals (Maximum of 10 positions) (each)	797	813	829
25. Athletic Trainer (Max. of 3 seasons) (per season)	1059	1080	1102
26. Athletic Department Manager	3678	3752	3827
27. Student Council Advisor	1059	1080	1102
28. High School Honor Society	1059	1080	1102
29. School Improvement Chairperson	1059	1080	1102
<u>MIDDLE SCHOOL</u>	<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>
30. 7th & 8th Grade Band	925	944	963
31. 7th & 8th Grade Choir	669	682	696
32. 7th & 8th Grade Musical			
Director of Music	534	545	556
Director of Drama	534	545	556
33. 5th & 6th Grade Choir	534	545	556
34. 5th & 6th Grade Band	669	682	696
35. Department Head - English	925	944	963
- Science	925	944	963
- Math	925	944	963
- Social Studies	925	944	963
- Unified Arts	925	944	963
- Reading	925	944	963

36. Student Council - 5th & 6th Grade	797	813	829
37. Student Council - 7th & 8th Grade	797	813	829
38. Honor Society - 5th & 6th Grade	534	545	556
7th & 8th Grade	534	545	556
39. Middle School Paper	534	545	556
40. Club Sponsors (10 total) (each)	534	545	556
41. Intramurals (Maximum of 20 positions) (each)	669	682	696
42. School Improvement Chairperson	1059	1080	1102

ACADEMIC TEAMS

43. Interscholastic Chess, Grades 5-12	1404	1432	1461
44. Quiz Bowl - 7th & 8th Grade	534	545	556
9th & 12th Grade	1404	1432	1461

ALL SCHOOLS

45. K-12 Music Coordinator	1282	1308	1334
46. K-12 Computer Education Coordinator (2)	3667	3740	3815

ELEMENTARY

47. Elementary Music (3 positions)	340	347	354
48. Elementary Clubs (4 per building)	340	347	354
49. School Improvement Chair (1 per building)	534	545	556

APPENDIX B-2

ATHLETICS

The extra curricular activity pay for athletics will be based on a percent of the B.A. base salary schedule up to a maximum of eleven (11) years of previous paid coaching experience in middle school, high school or college programs.

HIGH SCHOOL BOYS

Varsity Football	10%
Football Assistant (7)	6%
Varsity Basketball	10%
Basketball Assistant (3)	6%
Varsity Wrestling	8%
Wrestling Assistant (2)	6%
Hockey	8%
Hockey Assistant	6%
Varsity Track	7%
Assistant Track (2)	5%
Cross Country	6%
Varsity Baseball	8%
Assistant Baseball (2)	6%
Varsity Golf	6%
Assistant Golf	5%
Swimming	7%
Varsity Tennis	6%
Assistant Tennis	5%
Varsity Soccer	6%
Assistant Soccer	5%

HIGH SCHOOL GIRLS

Varsity Basketball	10%
Assistant Basketball (3)	6%
Varsity Softball	8%
Assistant Softball	6%
Varsity Track	7%
Assistant Track	5%
Cross Country	6%
Golf	6%
Assistant Golf	5%
Swimming	7%
Varsity Tennis	6%
Assistant Tennis	5%
Varsity Volleyball	7%
Assistant Volleyball (2)	5%
Varsity Soccer	6%
Assistant Soccer	5%
Cheerleading Coordinator	5%
Varsity Cheerleading	5%
Assistant Cheerleading (2)	4%

*Assistant Coaches will be assigned by Varsity Coaches.

MIDDLE SCHOOL

All middle school interscholastic coaching assignments will be paid at 4%.

- 7th Grade Basketball, Boys
- 8th Grade Basketball, Boys
- 7th Grade Basketball, Girls
- 8th Grade Basketball, Girls
- *7th & 8th Grade Track & Field (3 positions max.)
- *7th & 8th Grade Wrestling (2 positions max.)
- *7th & 8th Grade Volleyball (2 positions max.)
- *7th & 8th Grade Softball (2 positions max.)
- *8th Grade Heavyweight Football (2 positions max.)
- *8th Grade Lightweight Football (2 positions max.)
- *7th & 8th Grade Cheerleading (2 positions max.)

*The number of coaching positions will be determined by the school administration.

APPENDIX C

CODE OF ETHICS OF THE EDUCATION PROFESSION

PREAMBLE

The educator, believing in the worth of dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

PRINCIPLE I - COMMITMENT TO THE STUDENT

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator . . .

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly . . .
 - a. Exclude any student from participation in any program.
 - b. Deny benefits to any student.
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II - COMMITMENT TO THE PROFESSION

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator . . .

1. Shall not in application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

APPENDIX D
CLIO AREA SCHOOLS
CLIO, MICHIGAN
TEACHER EVALUATION

Teacher _____ Date _____

Subject(s) _____ Grade _____

Principal or Supervisor _____ Building _____

Status: Probationary Year 1 _____ Probationary Year 2 _____

Final Probationary Evaluation _____ Tenure Evaluation _____

Dates of Classroom Visits:

Reviewed by:

Assistant Superintendent for Instruction & Curriculum

Date

Assistant Superintendent for Personnel

Date

Superintendent of Schools

Date

PERSONAL QUALIFICATIONS

- 1. Exemplifies professional point of view
- 2. Has insight into self as a teacher
- 3. Is dependable
- 4. Works harmoniously with member of school family
- 5. Maintains appropriate grooming

Needs Improvement	Acceptable

Comments:

RELATIONSHIPS WITH STUDENTS

- 1. Classroom Management
- 2. Provides for individual differences
- 3. Creates a learning atmosphere through arrangement of physical environment
- 4. Encourages parent interaction

Needs Improvement	Acceptable

Comments:

TEACHING EFFECTIVENESS

1. Teacher planning
2. Achieves quality learning experiences
3. Use of instructional materials
4. Evaluation of student growth
5. Extension of classroom activities

Needs Improvement	Acceptable

Comments.

_____ is recommended for _____
 (Name of teacher)

_____ Date _____ Principal or Supervisor

This evaluation has been reviewed with me.

_____ Date _____ Teacher

APPENDIX E
QUALIFICATIONS

A. READING RESOURCE TEACHER CONSULTANT - Approved June 28, 1979

Preferred Qualifications:

1. Valid teacher certification.
2. A minimum of three (3) years successful classroom teaching in which the teaching of reading is an important responsibility of the position.
3. A Master's degree from an accredited institution, with a concentration of course work in the area of reading.
4. Experience in the development of Objective Reference Tests and knowledge of other testing programs.
5. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

B. SPEECH AND LANGUAGE THERAPIST - approved June 28, 1979

Preferred Qualifications:

1. Full approval as a teacher of the speech and language impaired and an earned Master's degree.
2. Alternatives to the stated qualifications as the Board of Education may find appropriate and acceptable.

C. TEACHER OF THE GIFTED AND TALENTED - Approved August 27, 1979

Preferred Qualifications:

1. Full teacher certification.
2. A Master's degree in education with course work in gifted education is preferred.
3. A minimum of three (3) years successful teaching with experience in instruction of gifted children.
4. A demonstrated ability to work successfully with different groups and committees.
5. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

D. ART TEACHER - Approved September 24, 1980

Preferred Qualifications:

1. Valid teacher certification with a major in art.
2. Demonstrated aptitude and experience in art.
3. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

E. MUSIC TEACHER - Approved September 24, 1980

Preferred Qualifications:

1. Valid teacher certification.
2. Major in music.
3. Demonstrated aptitude and experience in music.
4. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

F. PHYSICAL EDUCATION TEACHER - Approved September 24, 1980

Preferred Qualifications:

1. Valid teacher certification.
2. Major in physical education.
3. Demonstrated aptitude and experience in physical education.
4. Such alternative to the above qualifications as the Board may find appropriate and acceptable.

G. SPECIAL EDUCATION TEACHER - Approved February 24, 1982

Preferred Qualifications:

1. Have completed a baccalaureate program with a major in the special education area assigned or an equivalent educational experience in the area of impairment.

2. Has demonstrated an ability to work successfully with handicapped students as evidenced by a successful student teaching experience and/or a regular teaching assignment in a special education classroom.
3. Has approval by the State Board of Education to teach in the handicapped area of special education in which they are assigned.
4. Such alternatives to the above qualifications as the Board of Education may find appropriate and acceptable and which meet the State of Michigan approval requirements.

H. SPECIAL EDUCATION TEACHER-CONSULTANT - Approved February 24, 1992

Preferred Qualifications:

1. Full approval to teach special education in an appropriate impairment area by the State Board of Education.
2. Approval as a special education teacher-consultant by the State Board of Education.
3. A minimum of three (3) years of satisfactory teaching experience, including at least one (1) year of experience teaching in special education.
4. Such alternatives to the above qualifications as the Board of Education may find appropriate and acceptable and which meet the State of Michigan approval requirements.

I. TITLE I MATH RESOURCE TEACHER-CONSULTANT - Approved August 26, 1981

Preferred Qualifications:

1. Valid teacher certification.
2. Minimum of three (3) years successful classroom teaching experience, in which the instruction of math is an important responsibility of the position.
3. Knowledge of testing programs related to the subject area.
4. Experience with various materials and instruction strategies related to the field.
5. Evidence of concentrated math course work from an accredited institution.
6. Such alternatives to the above qualifications as the Board of Education may find appropriate and acceptable.

J. GUIDANCE/PLACEMENT COUNSELOR - Approved October 29, 1979

Preferred Qualifications:

1. Valid Michigan teaching certificate.
2. Have a minimum of 18 semester hours of graduate preparation in guidance and counseling.
3. Minimum of two (2) years teaching experience.
4. Such alternatives to the above qualifications as the Board of Education may find appropriate and acceptable.

K. PSYCHOLOGIST - Approved August 24, 1978

Preferred Qualifications:

1. A valid certificate to practice as a school psychologist.
2. A Master's degree in educational psychology.
3. At least two (2) years teaching experience.
4. Such alternatives to the above qualifications as the Board of Education may find appropriate and acceptable.

APPENDIX F

CONTRACT ADDENDUM

The following language will be in effect for the balance of the 1998-01 Master Agreement:

PLAN B - FOR EMPLOYEES NOT NEEDING HEALTH INSURANCE

1. Life Insurance Same as Plan A (\$50,000)
2. Delta Dental Same as Plan A
3. Vision Same as Plan A
4. Long Term Disability Same as Plan A
5. In addition to the above listed benefits, each Plan B participant shall receive a cash option in lieu of health benefits. For the 1998-99 school year the cash option is \$184.00 per month (\$2,208 per year), for the 1999-00 school year the cash option shall be \$188.00 per month (\$2,256 per year) and for the 2000-01 school year the cash option shall be \$192.00 per month (\$2,304 per year).

The Board shall maintain a qualified document which complies with Section 125 of the Internal Revenue Code (the "Plan").

The amount of the Cash Payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity. The Cash Payment amount shall be paid monthly into the Board approved carrier of the member's choice. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

The Board and the Employee shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to a Tax-Deferred Annuity.

Benefits currently being provided to bargaining unit member employees shall continue as contained in the Collective Bargaining Agreement. Should the Parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan Document shall be amended to reflect these changes.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

CLIO BOARD OF EDUCATION

CLIO EDUCATION ASSOCIATION

Michael J. Ziri
President

Glenda Patton
President

9-29-98
Date

9-30-98
Date

APPENDIX G

MEMORANDUM OF UNDERSTANDING

School Improvement

The Clio Education Association and the Clio Board of Education support the School Improvement Process as defined by the Michigan State Board of Education:

"A collaborative process through which the staff identifies strengths and weaknesses of the school program and uses that information as a basis for making positive changes in observable and measurable student outcomes."

This process will result in school improvement plans which include:

1. A Mission Statement
2. Goals based upon student outcomes
3. Curriculum based upon goals
4. Evaluation processes
5. Staff development
6. Site-Based Decision Making
7. Input from board members, administrators, teachers, other school employees, pupils, parents and other residents.

Decisions in school improvement will be site-based. Site-Based Decision Making is a joint planning and problem-solving process that seeks to improve the delivery of quality education for students and the working environment for staff.

Site-Based Decision Making will deal with program assessment, curriculum review, standards of student performance, budgetary needs, staff development, and student outcomes. All those involved with implementing or defending a site-based decision will be involved in the decision-making process. Site-based decisions will not violate state law, school policy, or any master agreement.

Teachers in each building will elect their representative(s) to the district team and to the building teams. The Association president (or designee) will serve on the District School Improvement Team.

We encourage all staff members to be involved in school improvement. Participation outside the regular working day will be voluntary and compensated according to the provisions of the District School Improvement Plan.

This Memorandum is in effect for the duration of the 1998-01 Collective Bargaining Agreement.

Glenda Patton
President, Clio Education Association

9-30-98
Date

Michael J. Zini
President, Clio Board of Education

9-29-98
Date

APPENDIX H

MEMORANDUM OF UNDERSTANDING

Certification and Endorsement

The Clio Education Association and the Clio Board of Education agree that in order to offer an educational program that meets the requirements of the core curriculum, all Bargaining Unit Members should have certification/endorsement in a core curriculum area. Bargaining Unit Members not teaching in the core curriculum should strive to meet the recommended standards in a core curriculum area. We encourage all teachers teaching in core curriculum to meet the following recommendations.

Following are the minimum North Central recommendations for teaching in the core curriculum areas:

- K: 9 hours in early childhood education
- 1-6: 12 hours in each core curriculum area (unless self-contained)
- 7-8: A. Elementary certification: 12 hours in assigned core curriculum area
B. Secondary certification: 16 hours in assigned core curriculum area
- 9-12: Meet North Central Accreditation Standards in assigned curricular area

The Administration and the Association will assist teachers in evaluating their educational needs. The Administration will provide assistance to teachers by determining core curriculum projections and North Central requirements for the district.

Teachers may receive reimbursement for tuition for college credit classes taken to meet these minimum recommendations. Prior approval from the Qualifications Committee, as defined in Article XVI, is needed for reimbursement.

This Memorandum of Understanding is in effect for the duration of the 1998-2001 Master Agreement.

CLIO BOARD OF EDUCATION

CLIO EDUCATION ASSOCIATION

Michael J. Zin
President

Blenda Patton
President

9-29-98
Date

9-30-98
Date

APPENDIX I

MEMORANDUM OF UNDERSTANDING

GenNET Pilot Year

The Clio Education Association and the Clio Board of Education agree that in the "Pilot Year", 1998-99, of the GenNET distance learning classroom, teachers who teach in the distance learning classroom will receive a stipend of \$500 per semester regardless of the number of GenNET classes they teach. This stipend is designed to compensate those teachers who teach in the GenNET room for the time they will spend learning how to teach in the GenNET environment. This stipend will only apply to the first two semesters that a teacher teaches in the GenNET classroom.

CLIO BOARD OF EDUCATION

CLIO EDUCATION ASSOCIATION

Michael J. Ziri
President

Blenda Patton
President

9-29-98
Date

9-30-98
Date