

6/30/2000

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# PROFESSIONAL MASTER CONTRACT

between

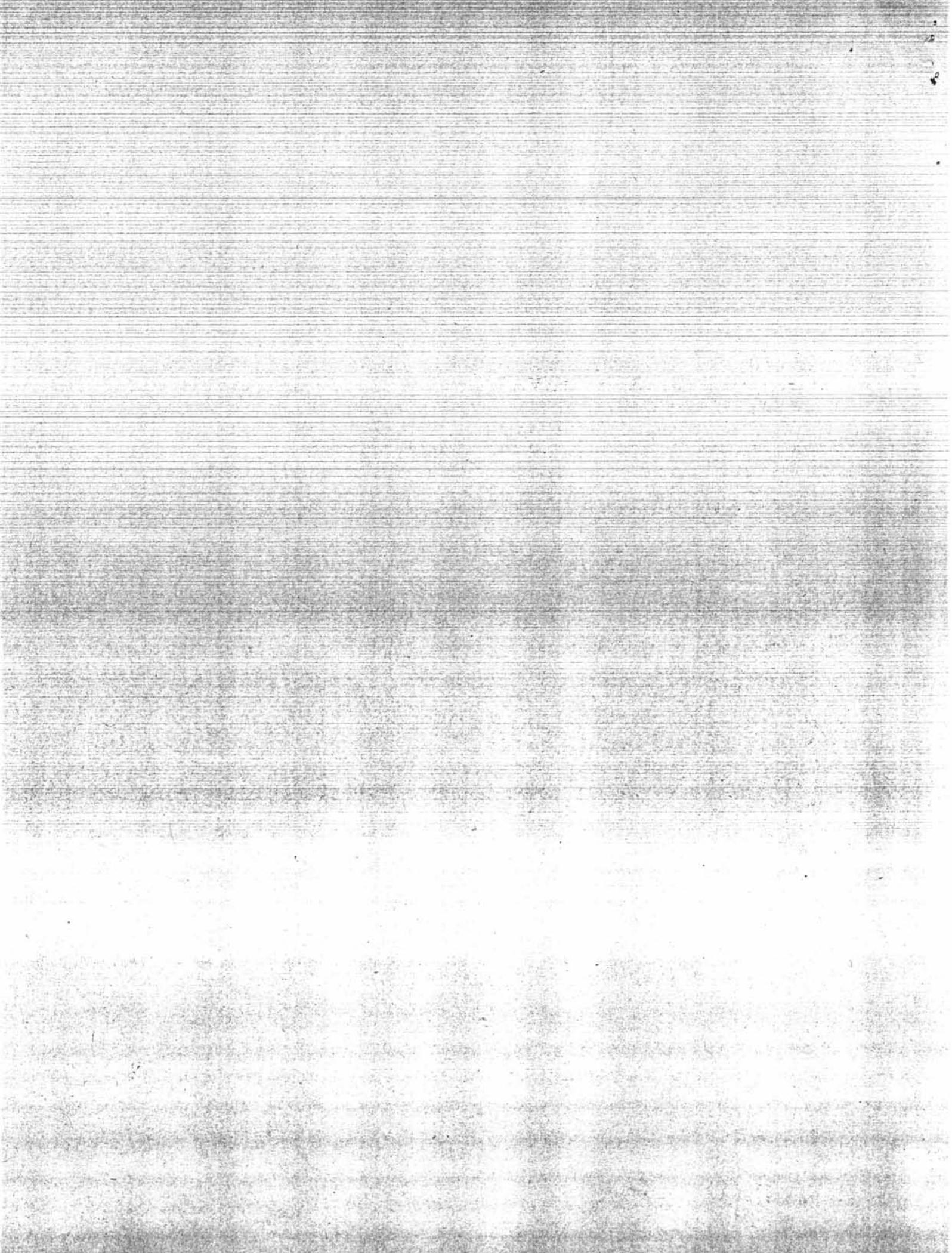
**CROSWELL-LEXINGTON COMMUNITY SCHOOL DISTRICT**

and

**CROSWELL-LEXINGTON EDUCATION ASSOCIATION  
MEA/NEA**

*Crosswell-Lexington Community School*

**1997-1998  
1998-1999  
1999-2000**



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## AGREEMENT

This Agreement entered into this 3rd day of July, 1997, by and between the Board of Education of the School District of the Cros-Lex Public Schools, Croswell, Michigan, hereinafter called the "Board" and the Croswell-Lexington Education Association/MEA/NEA, hereinafter called the "Association".

### ARTICLE I RIGHT OF THE BOARD

- A. "The Board", on its own behalf and on behalf of the electors of the district, hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees; in compliance with this contract.
  3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
  4. The selection of textbooks and other teaching materials.
  5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers with respect thereto, and with respect to administrative and non-teaching activities and the terms and conditions of employment.
- B. The exercise of foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of the Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE II RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 for all Professional personnel on tenure or probation. The bargaining unit shall include all regular classroom teachers, pre-school through senior high school, professional continuing ed. teachers, part time teachers, school nurses, social workers, psychologists, counselors, department chairmen, vocational education teachers, teachers of extra-curricular activities, therapists, librarians, alternative education teachers, special projects coordinators and home liaison employed or to be employed by the Board whether or not assigned to a public school building, but excluding supervisory and executive personnel. Namely teaching principal, business manager, office, clerical, custodial, and other non teaching employees. The term "Teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of the Agreement.
- C. Any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be deemed valid and subsisting only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect during the life of this Agreement.

## ARTICLE III TEACHER AND ASSOCIATION RIGHTS

- A. Teacher-Tenure: The Board, shall, at all times, deal with members of the Faculty in accordance with the provisions contained in the Michigan State Tenure Act.
- B. Pursuant to Act 379 of the Public Acts of 1965, the parties agree that all teachers recognized in Article I, paragraph A, shall have the right freely to join and support the Association.
- C. there shall be available for each school building a set of keys for teacher use when school is not in session. Request for use of these keys should be made in advance to the building principal. Custodians should be notified by the principal that teachers will be in the building and alert them as to probable rooms and equipment the teachers may need. School use is defined as use for preparation of instruction and not for recreational or personal use.

- D. The Association and its members shall have the right to use school buildings and related facilities without charge, provided such use has been approved by the Superintendent of Schools. Such use shall not interfere or interrupt normal school operations. The Association may also use the inter school mail and the bulletin boards located in the teachers' lounge or dining room.
- E. A copy of the Board Preliminary Agenda shall be sent to the Association representative in each building prior to the Board meeting. A copy of the minutes shall be sent to the Association representative on the day they are sent to the Board.
- F. The Board agrees to furnish the Association, in response to reasonable requests, information regarding financial resources of the district that are official or published.
- G. All available information which is necessary to the processing of any grievance will, with the approval of the teacher involved, be available to the Association, except information found only in the confidential file of the teacher.
- H. Teachers shall be permitted to wear appropriate insignia, pins or other identification of membership in the Association on school premises.
- I. Each teacher shall have the right to review his personal file except his personal folder of confidential information from placement bureaus and confidential recommendations from outside the school district, and only then under the direction or supervision of the Superintendent of Schools who is the custodian of such files.
- J. All newly hired full-time teachers shall be properly certified by the State Board of Education except State Board certified vocational teachers. Degree teachers whose Michigan certification has lapsed, or degree teachers who hold certification in a state which Michigan does not have reciprocity may be hired under a special permit while fulfilling Michigan requirements.
- K. Meetings shall be held between the building Association representative and building principal as needed. The date and time for such meeting shall be mutually agreed upon. To further communication; principals and the building Association representative will meet as a group at least once per year and as necessary when mutually agreed upon.

## ARTICLE IV MEMBERSHIP, FEES AND PAYROLL DEDUCTION

A. The payroll deduction of membership dues and non-member assessments shall be made each month for ten (10) months beginning in September and ending in June of each year. The Association agrees to supply the business office with a list including the name of each teacher, the amount to be deducted and the total amount to be submitted to the Association. The Business Office will issue a check to the Association equal to the total amount of the Association's list.

Teachers not desiring membership in the Association shall cause to be paid to the Association a representative fee as established by the Association within sixty (60) days of the commencement of employment. In the event the representative 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 immediately notify said teacher his services shall be discontinued at the end of the current semester. The refusal of said teacher to pay such representative fee is recognized as just and reasonable cause for termination of employment, but the parties agree that no employee will be terminated during the pendency of any appeal relative to the level of service fees. To the extent permitted by law, the District will continue to deduct from the above employee's wages, the representative fee, while employed by the District.

B. The Board shall make payroll deductions for credit unions, hospitalization, medical insurance, Association dues, Community Chest, United States bonds and tax sheltered annuities or any other plans or programs jointly approved by the Association and the Board of Education.

C. The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reasons of action taken or not taken by the Board for the purpose of complying with Section A and B of Article IV of this Agreement with the following stipulations; (a) Board negligence (b) Association will have the right to select counsel.

D. The contractual salary shall be divided as follows:

1. Twenty-six (26) equal pays every two (2) weeks.
2. Twenty-one (21) equal pays every two (2) weeks.

Payment shall be made on the first Friday of the regular pay cycle of the District.

## ARTICLE V TEACHER PROTECTION

- A. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligation with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Teachers shall observe any rules concerning punishment of students as may be established by the Board.
- B. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, and is not found guilty or civilly liable, the Board shall reimburse the cost of the legal counsel offered by the Board of Ed. If the teacher or the Association refuses to accept the Board's counsel, then the Board will be responsible for attorney fees not covered by the MEA, MHSAA at a rate not to exceed the rate per hour paid to the Board's teacher attorney.
- C. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.
- D. All teachers are to report any damage or destruction to clothing or personal property while on duty in the school or on the school premises. If, in the determination of the Board, the teacher was using suitable discretion and care, the Board shall determine the worth of said clothing or property reimbursement or worth more than five dollars (\$5.00). The maximum reimbursement will be for five hundred dollars (\$500). Such payment will be made only after the teacher has exhausted all possibility of collecting such loss under other means. Final determination of this section is the sole prerogative of the Board and not subject to grievance or arbitration.

School reimbursement for lost or stolen personal articles- If the property is covered through individuals insurance, the Board will agree to pay the deductive not picked up by the individuals insurance up to a maximum of five hundred dollars (\$500).

- E. The Board shall not discriminate against any member of the bargaining unit because of race, creed, color, national origin, religion, age, marital status, sex or residency requirements. The rights of the teachers to participate in association activities are provided for in Act 379 of the Public Acts, State of Michigan, including Section 10.

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## ARTICLE VI

### CURRICULUM DEVELOPMENT/INSTRUCTIONAL POLICIES COUNCIL

- A. An Instructional Policies Council is established to review materials affecting curriculum, teaching personnel, textbooks, and for maintaining regular communication between the Association and Administration..
- B. Each regular and itinerant teacher will be assigned to one (1) department. Elementary departments will consist of all professional staff whose primary assignment includes students preschool through fifth (5<sup>th</sup>) grade. Secondary departments will consist of all professional staff whose assignment includes grades six through twelve (6-12).

Departments shall be as follows:

**Elementary (Preschool through fifth (5<sup>th</sup>))**

Math  
Science  
Social Studies  
Language Arts

**Secondary (Sixth (6<sup>th</sup>) through Twelfth 12<sup>th</sup>)**

Math  
Science  
Social Studies  
Language Arts

**Student Services:** Guidance, Counseling, Drug Education, Special Education, Title I, Migrant, Bilingual (Preschool through Twelfth)

**Vocational Education:** Preschool through twelfth)

**Fine Arts/Physical/Health Education:** (Preschool through twelfth)

- C. All departments must meet a minimum of five (5) times per year. Meetings are to be conducted by the Department Chairperson. All departments shall be represented at each IPC meeting by either their chairperson or designee.
- D. Department Chairpersons shall be selected for each of the eleven departments listed above for two (2) year terms. These terms may be repeated.
1. Nomination of Department Chairpersons will be obtained from members of the various specified departments and/or the selection committee.

2. Final selection of Department Chairpersons will be made by a committee consisting of the following members: a lower and upper elementary, middle and high school administrator; the superintendent or director of instruction; the CLEA president, a faculty member from the lower elementary, upper elementary, middle, and high school to be appointed by the CLEA president.

E. The voting members of the Council shall be:

- Department Chairpersons (11)
- Principals (5)
- Director of Instruction
- Superintendent
- School Board Representative
- Citizen's Representative
- Student Council Representative
- CLEA Representative

Other persons are welcome to attend Council Meetings. Individuals will be notified when key agenda items refer to them.

- F. The Council shall meet no later than the third week after the opening of school to review needs and establish goals for the current and future years. A schedule for meetings shall be established at this meeting.
- G. Agendas and minutes of all Instructional Policies Council meetings shall be distributed to all members and posted in each building.
- H. When the Council reaches an agreement, the recommendation shall be sent to the Board. The Board agrees to accept, reject, or refer for further study the recommendations and will inform the Council in writing within thirty-five (35) days. The Board agrees not to take action on any matter they have referred to the Instructional Policies Council prior to the recommendation from the Instructional Policies Council.
- I. In an effort to strengthen professional growth, revise curriculum, and continue to pursue full accreditation, for the school years 1997-98 and 1998-99 four (4) half day curriculum days will be included in the calendar. All schools will be dismissed before lunch. Subjects covered at these meetings will be determined through a collaborative effort by the Department Chairpersons, Director of Instruction, and Building Administrators.

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## ARTICLE VII SCHOOL IMPROVEMENT

- A. The provisions contained in this section shall apply to all school improvement plans.
- B. In the event that any provisions of a SIP violates, contradicts, or is inconsistent with the collective bargaining agreement; C.B.A. shall prevail.
- C. The decisions by SIT will be submitted to the District's IPC for review, consistent with Article VI-A.
- D. The SIT plans must be consistent with:
  - 1. Board Policy
  - 2. Master Agreement
  - 3. District Mission
  - 4. Building Focus Statement
- E. The SIT plans will be consistent with the provisions established by the State Department of Education and Board of Education.
- F. The Committee decisions will be by consensus. Building principals will chair the SIT.
- G. Membership in the Committee will be voluntary. Teachers will be selected by their respective building staffs. Parents will be selected by the Principal.
- H. The District-wide School Improve Team will consist of parent, teachers, staff, administrators, student and Board of Education.

A teacher representative will be elected by each building SIT to serve on the District SIT. Parents and students will be selected by the Superintendent and Board of Education.

## ARTICLE VIII TEACHING CONDITIONS

- A. The Cros-Lex school system shall be a totally smoke free environment. Smoking will not be permitted anywhere within the school buildings.
- B. Telephone facilities will be available to teachers for their reasonable use, local calls and school related business. Any personal toll calls must be properly recorded and paid for by the employee.

- C. Vending machines for teacher use may be installed in teachers' lounges of teachers' dining rooms in the various buildings at the expense of the Association, and with the approval of the Building Principal. The proceeds to be used at the discretion of the Association.
- D. Adequate and convenient parking facilities will be made available to teachers.
- E. An explanation will be given by the Building Principal within ten (10) days when a requisition for supplies is rejected or purposely delayed.
- F. Calendar:
1. Meeting called by the administration on days designated as records days shall not exceed one (1) in number or be longer than sixty (60) minutes.
  2. a. Staff meetings shall not exceed two per month except in emergencies.
    - b. The maximum length of any meeting shall be ninety (90) minutes; with the total for each month not to exceed one hundred twenty minutes (120) except December, sixty minutes (60)
    - c. The teaching staff in each building shall, by democratic vote, determine when these meetings shall take place, A.M. or P.M. The building administrator will determine date and length of each meeting.
    - d. Additional small group meetings may be called by administration but on a strictly voluntary basis, if said meeting extends beyond the four hundred twenty (420) minute teacher day.
- G. The Board will provide:
1. A separate desk for each teacher with lockable drawer space. Keys shall be available on request to Principal. One (1) workable and lockable filing cabinet shall be furnished if requisitioned.
  2. Space for each teacher to store coats, overshoes and personal articles.
  3. Chalkboard in every classroom.
  4. A complete and unabridged dictionary in every classroom, when requested by the teacher.
  5. Storage space in each classroom for instructional materials.

6. Class record books, paper, pencils, pens, chalk, erasers and other material required in daily teaching responsibility.
  7. The Board will furnish, without charge, gym uniforms for all physical education teachers. (Smocks or aprons for art, home economics, industrial arts, vocational education, science teachers and kindergarten teachers.)
  8. Office copy machines, typewriters and similar machines shall be available for teacher use.
  9. Individual mail boxes for each teacher.
- H. The Board and the Association are agreed that professional educators contribute much to the success of extra-curricular activities and to the feelings of success and well-being in participating students by their attendance at such functions.
- I. The cost of a physical examination, upon initial employment and at the request of the Board of Education, for all teachers, shall be paid by the Board. When an X-ray is needed to replace a skin test, the cost shall be paid by the Board except when the cost for the service is covered by a Board paid medical insurance.
- J. Teachers at High School and Middle Schools, who volunteer to give up a conference period to substitute in a class may have a record kept of such volunteer service at the rate of  $1/6^{\text{th}}$  of a teaching day for each service rendered. The teacher may elect to add an extra sick leave day for six (6) units or be compensated, at the end of each semester, at the rate of ten dollars and seventy-five cents (\$10.75) per unit. (Rate applies for extra school detention.) (1 unit =  $1/6^{\text{th}}$  day) (6 units = 1 sick leave day)
- K. If a classroom teacher must add to the regular class numbers, a full class or a portion of a class because a substitute is unavailable, the teacher shall receive additional pay for that day or part of a day based upon substitute pay (if two or more teachers take a portion of a class, they would divide the substitute pay.)
1. This does not apply to other than classroom teachers.
  2. This does not apply, if for some reason, a teacher has no regular students at that time.
- L. During that portion of the teacher's day, designated as conference period, or relief time, staff members shall have unrestricted access to library facilities, teachers lounge, restrooms and work areas.

M. Liability for Injury - School Employees Driving Students - Teachers, aides, administrators and other school employees are covered under our Croswell-Lexington fleet insurance, under a clause covering school owned or rented vehicles.

If the driver and the student were injured and if they have Blue Cross, or other coverage, this becomes the first payer. All other expenses for injuries, actual charges or by court suit are then payable by the insurance company.

Using the person's own insurance as initial coverage is not the insurance company's idea, but is State Law. This does not cover vehicles.

N. Teacher teaching six hour day. - Should it become necessary for a teacher to teach a six hour day in the Middle School or High School, the following is agreed:

1. Pay shall be based on 1/6<sup>th</sup> (one-sixth) of the teacher's regular teaching salary.
2. The position shall be filled by the most senior member of the staff who volunteers and possesses minimum qualifications.
3. Should the number of hours paid reach a total of three (3) (in either the Middle or High School) the Board shall hire an additional full or half-time teacher.

## ARTICLE IX TEACHING HOURS AND LOADS

A. Reporting for Work: No elementary teacher shall be required to report for duty earlier than twenty (20) minutes before the opening of the pupils' regular school day; they may leave ten (10) minutes after the close of the pupils' regular class day. No middle school or high school teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' regular school day; they may leave five (5) minutes after the close of the pupils' regular class day. All teachers shall be permitted to leave as soon as the buses have left on the last day of the week and the day prior to a scheduled calendar break. Unless permission is granted by the building principal, teachers shall leave no earlier than the above time.

In the event schools are closed due to severe inclement weather, or when otherwise prevented by an act of God, and are closed to students due to the above conditions, bargaining unit members shall not be required to report for duty. On days that the opening of the student day is delayed due to the reasons noted above, teachers shall not be required to report to work more than twenty (20) minutes before said opening.

B. Kindergarten hours shall be fixed at the beginning of each semester, but shall in no event be longer than an elementary (1-4) teacher. There shall be no more than two (2) sessions per day per teacher.

- C. 1. Each teacher shall be entitled to a duty free lunch period of not less than thirty (30) minutes.
- 2. All elementary teachers shall have a minimum of 170 minutes preparation time per week. These minutes shall be during the student school day.
- 3. High School and Middle School teachers shall have time, equal to one uninterrupted class period during each school day, set aside for conference, preparation and other non-classroom duties to be conducted within the building. Elementary teachers will not be required to have any noon duty.
- 4. Elementary teachers shall be assigned not more than one (1) recess duty per week. Recess is not mandatory for pre-school, young five's, and kindergarten. "Elementary teacher" shall include regular classroom teachers, itinerant teachers and elementary counselor. This shall be done on a rotation basis in each building. Classroom aides, lunchroom assistants, and so forth shall be placed on the playground daily to assist in supervising the recesses. The Board may require more than one (1) teacher to do recess duty should the District experience compelling financial difficulties.

D. 1. The Association and the Board recognize that pupil-teacher ratio is one important aspect of a quality education program. The parties agree that class size should be lowered whenever practicable. The following, however, are recognized as maximum:

a. Pre-School - Early 5's	(State mandated maximums)
b. Kindergarten - 1 <sup>st</sup>	26
c. Elementary - grades 2-3	26
grades 4-6	30

*(Elementary itinerants shall not have more than forty (40) pupils per session.)*

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d. Special classes for handicapped or mentally retarded	(State mandated minimum)
e. Split elementary if absolutely necessary	
K-3	24
4-6	26
f. Remedial teaching - State regulation	50
Students or classes of 15-20	
Industrial Arts	25
Vocational Shops	25
Homemaking	25
Art	25
Art (Intermediate)	25
Office Practice	25
Drafting	25
English	30
Social Studies	30
Mathematics	30
Science	30
Foreign Languages	30
Typing	32
Physical Education/Health Ed.	40/35

**LAB SCIENCE**

Biology	27
Physics	27
Chemistry	27

In the event secondary class (7-12) should exceed the above numbers, the teacher may invoke the grievance policy of this contract.

2. Should the class size maximums in the elementary classes (Pre-school - 6) listed above be exceeded, any teacher so affected shall be paid the sum of \$3.00 per pupil, per day. Records to be kept and submitted at the end of each semester by the affected teachers. Should it be necessary to assign students above the maximum, the Board shall make every effort to assure that such students are equitably distributed among the affected classroom.
- E. The above class size schedule does not preclude the adoption of innovative programs at any level - the proposed program or programs to be submitted to the Instructional Policy Council for their consideration and recommendation to the Board.
- F. The CLEA and Board agree that the CLEA shall comply with the minimum clock hour/days mandates of the State of Michigan. If these mandates change, a committee consisting of the CLEA negotiations team and three (3) members appointed by the Board of Education shall meet to agree upon a plan to keep the district in minimum compliance. There will be no increased salary compensation beyond that incorporated into the salary schedule.

To determine the calendar for 1999/2000, a committee consisting of the CLEA negotiations team and three (3) members appointed by the Board of Education shall meet during the month of April, 1999 to establish a schedule which will keep the district in minimum compliance with the State of Michigan mandates regarding clock hours/days. There will be no increased salary compensation beyond that incorporated in the salary schedule.

Teaching loads in the High School and Middle School shall not exceed five (5) teaching periods per day. No teacher will have a workday in excess of four hundred thirty (430) minutes a day.

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## ARTICLE X LEAST RESTRICTIVE ENVIRONMENT

- A. In all portions of this article where handicapped students are referred to, the following shall apply:

Hearing Impaired

Vision Impaired'

Physically or otherwise health Impaired

Severely Mentally Impaired

Emotionally Impaired

Educable Mentally Impaired

Learning Disabled

Trainable Mentally Impaired

Severely Multiply Impaired

Autistic Impaired

- B. Mainstreaming is defined as the placement of an identified special education student referenced above in Section A into a regular education program for any part of the regular school day.

When a general education classroom teacher is assigned a special education student as set forth above, the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions or render routine scheduled care or maintenance of bodily functions (e.g. tracheotomy, custodial care, etc.) related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the teacher's responsibility to implement the student's individualized educational plan and for attending to the educational needs of the student while in the teacher's class.

- C. If any teacher has a reasonable basis to believe that a handicapped student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion in writing. The bargaining unit member shall have the right to call an IEPC. Selection of members to attend will be determined by the Special Ed Director.
- D. On a case-by-case basis, the District will determine what training, if any, will be necessary for the general education teacher who has a mainstreamed student as set forth in Section B assigned to his/her classroom.
- E. In assigning a mainstreamed student as defined in Section B to a general education classroom when more than one classroom placement is available within the building to facilitate the implementation of the student's I.E.P., the Board agrees to consider the severity of the students assigned to the class and the overall class sizes within the applicable classrooms.

When students identified in Section A above are mainstreamed into a regular classroom, every effort will be made to equalize the number of such students in each classroom in the grade level in each building.

- F. The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of the student's unique needs as determined by an Individual Education Planning Committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in regular education programs and service cannot be affected by this Agreement.
- G. IEPC participation: Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be notified in writing, of the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom. Unless directed to attend by the employer, the member may choose not to do so. The District shall provide release time in the event the District directs or authorizes a teacher to attend and IEPC which is scheduled during the time the teacher is assigned to teach a class.

## ARTICLE XI LEAVE - PERSONAL ILLNESS AND BUSINESS

- A. Sick Leave: Any teacher absent from duty due to personal illness shall be allowed full pay for a total of one (1) day per month in which work was performed with accumulation of sick leave days to one hundred twenty (120). However, in case of a continuous illness for ninety (90) days, the Long-Term Disability would take over at this point. Accumulation at the rate of one (1) day per month, to be credited at the beginning of the year to a maximum of one hundred twenty (120). If the teacher should leave the school system during the school year, after using up sick leave beyond that to which he is entitled, a deduction shall be made in the final check for sick leave used beyond the accumulation that year at the rate of one (1) day per month.

Teachers who have built up the maximum of one hundred twenty (120) sick days leave may use up the eleven (11) days for the current year before the one hundred twenty (120) days will be decreased.

1. Sick Leave Bank - Upon being hired all new teachers shall contribute one day to the sick leave bank.

Teachers may request up to a limit of fifteen (15) days from the bank for extended illness which has required hospitalization of the teacher or that of a member of the immediate family, requiring that they be present.

Medical verification may be requested. The days borrowed from the bank will be paid back at a rate of a minimum of three (3) days per year.

The sick bank will be administered by a board, made up of the Superintendent, two administrators, CLEA president and two Association appointees.

- B. Absence with leave chargeable against the teachers allowance shall be granted for each of the following: Up to five (5) days for each:

1. Death in the immediate family.
2. Critical illness in the immediate family.
3. Time necessary for attendance at the funeral services of a person whose relationship warrants such attendance with the approval of the administration.

- C. Those teachers who have accumulated one hundred twenty (120) days at the start of the school year, shall receive the following incentive:

Twenty dollars (\$20.00) per day for every day not used in a cash payment during June of that year.

- D. 1. Personal leave shall be chargeable to personal sick leave. To provide for personal responsibility, three (3) days shall be granted annually. Such leave shall not be used for the first or last day of the student year, the day before or the day after a scheduled school break or during parent teacher conferences. These days shall not be used for other employment or vacation/recreational activities.

The form included in the appendix shall be used when requesting leaves.

Requests for personal leave days shall be made two (2) days in advance, except in emergency.

2. Unpaid Personal Days - The Administration may grant up to two (2) unpaid leave days at the teacher's request.

E. Leave of Absence not chargeable to personal sick leave:

1. Jury duty (Board to make up difference in pay).
2. Court appearance as a witness, if subpoenaed (Board to make up difference in pay). If the teacher is a plaintiff against the school district and loses, leave days will be chargeable and without compensation.
3. Attendance at official M.E.A. meetings by the Association for a total of ten (10) days.

- F. Professional Leave - All teachers may receive two (2) days per school year, with full pay, to attend professional conferences, workshops, etc. These days will not be subtracted from their leave accumulation and these days are not accumulative. These days must be requested three (3) calendar days prior to the workshop or conference. One of these days may not be denied unless more than two (2) teachers request to attend the same meeting. The second day may be denied by the Superintendent or the Professional Development Chairperson.

- G. 1. Employees absent the day before or after a holiday shall not be paid for those days, unless the absence is verified by a physician.

1. Should school be closed for any reason on a day that a teacher has requested a leave day, these days shall be deducted from the teacher's sick leave accumulation. Should a teacher request a sick leave day on the morning of a snow day the leave day shall not be deducted.

## ARTICLE XII LEAVE OF ABSENCE

The following leaves will be without pay, and shall not accrue seniority. Upon return from such leaves, teachers will be placed in their original position, if available, or in a similar position if not.

- A. **Public Service Leave:** A leave may be granted, after three (3) years with the system, up to one (1) year to any teacher who joins the Peach Corps, Job Corps, Teacher Corps, or Foreign Teacher Exchange program. Upon return from such leave, the teacher will be placed at the same position on the salary schedule as he would have been had he taught in the District during such period, with a limit of one (1) increment. Application for such leave shall be made by March 1<sup>st</sup> of the current school year.
- B. **Medical Leave:** Teachers who request a leave of absence for medical reasons and who are recommended for such by a doctor in writing shall be granted a leave for the duration of the period of disability. The standing on the salary schedule will not change for the teacher. Teachers returning from such leave shall provide proper medical verification of their ability to fully assume their teaching responsibilities prior to return to active teaching status.
- C. **Military Leave:** Military leave will be granted to any teacher who is inducted into any branch of the armed forces of the United States. Upon written notice to the Board within ninety (90) days following release from service, a teacher will be restored to a position of like nature, unless circumstances have so changed to make it impossible or unreasonable to do so. Upon return, the teacher shall be placed on the salary schedule with credit for two (2) years service.

Military leave will be granted to any teacher serving in the Armed forces Reserves who is involuntarily called to active duty. Upon written notice to the Board within ninety (90) days following release from service, a teacher will be restored to a position of like nature unless circumstances have so changed to make it impossible or unreasonable to do so. Upon return, the teacher shall be placed on the salary schedule with credit for years of experience up to a maximum of two (2) years.

Military leave will be granted to any teacher serving in the Armed Forces Reserves who volunteers for active duty up to a maximum of two (2) years. Upon written notice of the Board within ninety (90) days following release for the service, a teacher will be restored to a position of like nature without credit on the salary schedule or seniority unless circumstances have so changed to make it impossible or unreasonable to do so.

Failure to exercise this option within 90 day period will cause the teacher to lose his/her rights to recall as defined above.

- D. Association Leave: Any teacher serving as an officer of the Michigan Education Association or the National Education Association shall be granted a leave for as long as the teacher holds said position or up to four (4) years per position. No experience credit shall be provided for periods of such leave.
- E. Political Leave: Teachers campaigning for or serving in a public office may be granted a leave of absence for up to four (4) years. No experience credit shall be provided for periods of such leave. The Board shall receive a minimum of thirty (30) days notice prior to the onset of such leave. Such leaves shall begin at the end of a semester and shall expire at the end of a regular school year.
- F. Maternity Leave: Teachers shall be granted maternity leave for pregnancy. The length of time of such a leave shall be determined by a written doctor's opinion for the best interest of the mother and child. If the leave is granted on the request of a doctor, the teacher may use accumulated sick leave days.
- G. Child Care Leave: Leave shall commence upon request of the bargaining unit member. It is further provided that:
1. Initial leave will be for the semester during which leave was requested plus two (2) consecutive semesters. Extensions to such leaves requested by effected teachers may be approved at the discretion of the Board.
  2. In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the member. Teachers so terminating said leave shall be returned to the first position which becomes available, but in no case shall be returned later than the beginning of the next regular school year.
  3. No experience credit shall be provided for periods of such leave.
  4. Teachers shall notify the Board no later than thirty (30) days prior to the expiration of such a leave of his/her intent to return to active employment.

- H. Any teacher requesting a leave of absence to assist the District in avoiding anticipated layoffs may be granted such a leave without pay for any purpose by the Board of Education for up to one (1) year, which may be extended if requested by the teacher and agreed to by Board. During such leave, seniority shall continue to accrue.

### ARTICLE XIII SABBATICAL LEAVE

- A. Faculty personnel who have been employed in the Croswell-Lexington District for seven (7) years or more may be granted a sabbatical leave by the Board. There will be no pay for the leave.
- B. The Board agrees to pay fringe benefits during the sabbatical leave.
- C. The faculty member, upon return, shall be restored to their position 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.
- D. Applications for sabbatical shall be for no less than one (1) semester and no more than one (1) year.
- E. The faculty will agree to return to the district for at least one (1) full year following the sabbatical.

### ARTICLE XIV CONTINUITY OF OPERATIONS

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

The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices.

Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise by and Act of God.

## ARTICLE XV PROFESSIONAL GRIEVANCE PROCEDURE

A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement may be processed as a grievance as hereinafter provided.

Step One - Within thirty (30) days of knowledge of an event that a teacher believes there is a basis for a grievance he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.

If the grievance is not satisfied with the results of this informal meeting, a formal grievance will be filed with the building principal for disposition. A second formal meeting may take place within two (2) calendar days at the request of either party.

Step Two - If the grievant and/or Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting (or ten calendar days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days the Superintendent or his designee shall meet with the grievant and/or Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting and shall furnish a copy thereof to the grievant and/or Association. Grievances concerning the evaluation, discipline or discharge of a first year probationary teacher shall not be subject to the grievance procedure past Step Three.

Step Three - If the grievant and/or Association is not satisfied with the disposition of the grievance by the Superintendent, the parties may request mediation of the issue through the Michigan Employment Relations Commission within thirty (30) days of the Step Two disposition. This Step may be by-passed by mutual agreement of the parties and the matter moved directly to Step Four below.

Step Four - Should the matter not be submitted to mediation or if mediation fails to resolve the grievance, within thirty (30) days it may be submitted to arbitration before an impartial arbitrator. If the parties do not agree as to the arbitrator, within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with rules which shall likewise govern the arbitration proceeding. Neither party may rely on any grounds or any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereof may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitration shall be shared equally by the parties.

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 15<sup>th</sup> of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

## ARTICLE XVI TEACHER EVALUATION AND PROGRESS

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. Evaluations shall be conducted by the building principal, assistant principal, or other qualified administrator of the school district. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities. Teachers will be informed of the criteria upon which they will be evaluated.
- B. It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct observations and evaluation of the teacher's work and providing written evaluation of those observations together with any recommendation and administrator may have for the teacher.
- C. Probationary Teacher
1. If a probationary teacher is employed for at least one (1) full year:
    - a. By November 15, the teacher will be provided with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher; and
    - b. The teacher will be provided with at least an annual year-end performance evaluation each year during the teacher's probationary period. The Administrator may perform an evaluation more often if he/she do desires or if requested by the teacher, and
      - 1) The annual year end performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the administration; and

- 2) The performance evaluations shall include at least an assessment of the teacher's progress in meeting the goals of his/her individualized development plan (IDP), which will include the checklist and narrative portions of the professional performance review.

#### D. Tenured Teacher

1. Tenured teachers will be provided with a performance evaluation at least once every three (3) years. The administrator may perform an evaluation more often if he/she so desires, or if requested by the teacher; and
  2. If the teacher has received a less than overall satisfactory performance evaluation, the teacher will be provided with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher; and
  3. The performance evaluation required every three (3) years shall be based on, but is not limited to, at least two (2) classroom observations conducted during the period covered by the evaluation and, if the teacher has an individualized development plan (IDP), shall include at least an assessment of the teacher's progress in meeting the goals of his/her individualized development plan (IDP).
- E. When evaluations are conducted by the administration and negative factors are observed, a formal discussion between the evaluator and the affected teacher shall take place within five (5) working days.
- F. The evaluation conference shall result in a summary statement signed by both the teacher and the principal. This statement shall be completed in triplicate, with one copy for the teacher, one for the principal's office and one for the Superintendent's office.
- G. The teacher may refuse to sign the summary statement and prepare his/her own statement for forwarding to the principal and superintendent.
- H. All monitoring or observation of the work of a teacher shall be conducted with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited. Any teacher who is to be formally observed will be advised of the same at least one (1) hour in advance.
- I. All teachers shall teach to the best of their ability and shall try at all times to improve their education through further instruction, gaining higher degrees, and attendance at seminars and conferences of educational worth.

- J. Teachers shall have strict confidence when being disciplined, warned, or reprimanded for delinquency in professional performance by an administrator. A teacher at all times shall be entitled to a second hearing at which he/she may have present a representative of the Association, provided that the administrator shall have similar privileges. Worthwhile complaints made by a parent or citizen, who shall be identified, regarding a teacher shall be presented to the teacher by the principal, in writing if requested. Any information of a derogatory nature which is to be placed in a teacher's file shall first be shown to the teacher and his/her signature, not necessarily implying agreement, shall be affixed to the information.
- K. If closed circuit television is used as an instruction and evaluation aid, which the Association welcomes, the tapes shall not be shown or used at any time for any purpose without the expressed permission, in writing, of the teacher.
- L. Each observation of a teacher shall not be for less than one half of the duration of a particular teaching period and not exceed ninety (90) minutes.
- M. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. In subsequent evaluation reports, failure to again note a specific deficiency, shall be interpreted to mean that adequate improvement has taken place.
- N. No later than April 1<sup>st</sup> of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administrator to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made, known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing and provide for a hearing where requested.

## **ARTICLE XVII PROFESSIONAL BEHAVIOR**

- A. The Association recognized that abuses of sick leave or other leaves, chronic tardiness or absence, leaving school early, willful deficiencies in professional performance, or other violations of discipline by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the provisions of this contract shall be promptly reported to the offending teacher by the Association.

- B. A teacher shall, at all times, be entitled to have present, a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

### ARTICLE XVIII SCHOOL FACILITIES

- A. Schools Reasonably Equipped and Maintained: The Board agrees to keep the schools reasonably equipped and maintained. The Board further agrees to consult with teachers regarding the nature and quantity of aids and materials to be purchased and provided.
- B. Wherever possible, the Board shall make available in each school, adequate lunchroom, restroom and lavatory facilities for teacher use. Provisions for such facilities will be made in all future buildings.

### ARTICLE XIX ACADEMIC FREEDOM

- A. The Board shall guarantee academic freedom to all teachers in the study and investigation of facts and ideas concerning man, society, the sciences and the arts. The Board agrees that no teacher shall be subject to dismissal for the expression or exploration of such facts and ideas, unless the teacher shall first have been warned in writing regarding the appropriateness of his presentation and shall have ignored such notification.
- B. Freedom of Censorship for School Libraries: Because school libraries are vital to the educational goals of teachers and the learning experience of students: The Board agrees:
1. Books approved by the National Council of Teachers of English shall be freely placed on library shelves.
  2. No librarian shall be in danger of discipline or reduction in status for refusing to censor a book which meets the above requirement.



In the event of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.

A teacher shall lose seniority rights if he or she retires, resigns or is discharged for just cause.

Seniority shall continue to accrue for teachers placed on various forms of leave as defined by this Agreement.

Implementation of the departmental seniority language shall occur with the development of a seniority list during September of each year. Representatives of the Association and the Superintendent shall meet to determine the appropriate department into which teachers will be placed. Each teacher shall carry into his/her department all prior seniority earned on a District wide basis.

- C. In affecting a layoff, the Board of Education shall establish its curriculum needs. Then the number and nature of the positions required will be established. Then 1 and 2 above shall be put into effect. All requests for Article XII leaves which will provide an assignment for a teacher scheduled for layoff shall be granted to June 1<sup>st</sup>.
- D. A tenure teacher notified of a layoff may request a change in department. If such teacher is not fully certified and qualified for a position in another department that is assigned to a lesser seniority teacher, the laid off teacher may elect to demonstrate to the Superintendent, no later than ten (10) days after notification of layoffs, that the laid off teacher can become fully certified and qualified for the other position prior to the beginning of the next school year. Such teacher must provide proof no later than July 1 that she/he is in fact fulfilling the necessary requirements to become certified and qualified for the position being held by the lesser seniority employee prior to the beginning of the coming school year. Certification and Qualifications shall be as set forth in Article XXII (G) of this Agreement.
- E. A voluntary or involuntary transfer to another department will enable the employee to carry his/her District wide seniority into that department for purposes of department seniority.
- F. Rehiring will be in inverse order to layoff provided the teacher is certified and qualified for the position to be filled. Teachers to be rehired will be notified by certified mail or telegram at their permanent address on file with the Board. It is the responsibility of the teacher to keep this address current.

- G. No teacher, part-time or otherwise, shall be laid off with less than thirty (30) days notice and not before the last day of the semester during which they are notified.
- H. Any teacher to be laid off shall receive MESSA coverage or an amount equal to the cost of coverage paid by the Board, and all other fringe benefits that can be obtained after their lay off commences for a period of 90 days or the end of the insurance contract year, whichever comes first.

## ARTICLE XXI NEGOTIATION PROCEDURES

- A. At least one hundred fifty (150) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours and conditions of employment of members in the bargaining unit employed by the Board.
- B. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each side shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- E. There shall be three (3) officially signed copies of the final agreement for the purposes of record. One (1) retained by the Board, one (1) by the Association and one (1) by the Superintendent.
- F. Copies of this final agreement shall be supplied to all teachers in the system at Board expense.

## ARTICLE XXII VACANCIES AND PROMOTIONS

- A. The Employer recognizes that it is desirable in making assignments to vacant and new positions to consider the interests and aspirations of bargaining unit members. Vacancies occurring within the bargaining unit and within the total professional staff, including newly created positions, shall be posted on a designated bulletin board in each District building along with a copy of such posting to the Association. Positions as above described shall be posted at least seven (7) calendar days during the school year, when students are present, and fourteen (14) calendar days when school is not in session, prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the Superintendent.
- B. In the event a vacancy occurs during the summer, said notices shall be mailed to teachers who have stated their interest, appropriate building Association Representatives and Association Officers at the latest address appearing on the Board's records, five (5) days prior to the closing date for filing applications, the Association shall supply the Board with a list of Association Representatives and Officers who will receive the above mailing.
- C.
1. Should more than one (1) bargaining unit member apply for a bargaining unit vacancy, teachers having a major in the subject area shall be placed in the vacancy over teachers without majors. Should more than one (1) applicant possess a major or no candidate have a major in the subject area, the applicant with the greatest district wide seniority and meeting the minimum qualifications shall be placed in the vacant position.
  1. Should no bargaining unit member apply, the vacancy will be offered to laid-off employees in accordance with Article XX.
  2. Should no laid-off employee be available for assignment to the position, the Board may fill the vacancy through employment for a new staff person.

- D. In filling any non-bargaining unit vacancy, the Board agrees to consider the professional background and qualifications of all applicants. The Board recognizes and supports the idea of promotion from within its own teaching staff when consistent with the best interests of the school system.
- E. The Board shall classify any position as being administrative, supervisory or teaching.
- F. A vacancy shall be defined for purposes of this Agreement as a bargaining unit position presently unfilled, a bargaining unit position currently not in existence, except that High School Completion positions shall be annually deemed vacancies for purposes of staff assignment.
- G. Staff persons possessing the necessary certification, and who's major and minor fields encompass the curriculum area involved, shall, for purposes of this Agreement, be considered as meeting the minimum qualifications of a vacant position. All teachers must have sufficient hours to meet North Central qualifications in their assignment. The Board shall allow current staff until the beginning of the 2002/03 school year to comply.

### ARTICLE XXIII TRANSFERS AND ASSIGNMENTS

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates or their major field of study, without their consent.
- B. Teachers who may be affected by a transfer or a change in grade or subject assignments will be consulted by their principal at least two (2) weeks prior to the change of assignment. Such changes will be voluntary to the extent possible. Involuntary transfers may be effected only for reasonable and just cause. Except in an unforeseen emergency, at least thirty (30) days prior to the effectuation of any involuntary transfer, the Employer shall provide the affected bargaining unit member and the Association written reasons for the transfer. Every effort will be made to avoid reassigning elementary school teachers to a different grade level unless the teacher requests such change. Special Education teachers may request a transfer to general education only after four (4) years experience in the district. Exceptions to this would be for purposes of lay-off and recall procedure or permission granted by the Superintendent.

- C. When involuntary transfers are effected for necessary reduction in a school's staff allocation due to reduced student enrollments or the closing and/or consolidation of a building, said transfers will be made on the basis of years of service in the District: that teacher in the affected building possessing the least amount of service and applicable certification being transferred first.

In situations where there is reasonable evidence to expect that such an assignment would result in a substantive decline in the educational program of the District, the Board or its agent will meet with the President of the CLEA and one other MEA member selected by the President to review the seniority lists and qualifications and get recommendations from the group prior to making the final decision as to what teachers will be transferred.

- D. Free and/or Volunteer Services: The Board shall not accept free or volunteer services from any person in filling positions described in the Master Contract as "Extra Curricular", without the written consent of the Association.

#### **ARTICLE XXIV EX-OFFICIO BOARD MEMBERS**

The Board shall appoint one member chosen by the CLEA president as an ex-officio member of the Board of Education with rights of discussion on issues on the Board Agenda, and rights for information that's open to the public per the Freedom of Information Act. The ex-officio shall not vote, nor participate in closed sessions of the Board. Such appointment shall be made in writing to the Board prior to the first meeting of the fiscal year. The ex-officio will not participate in sessions during evaluations and/or executive sessions.

#### **ARTICLE XXV NEGOTIATION OF THE SCHOOL CALENDAR**

In as much as the Public Acts governing public employee bargaining rights clearly states that teachers shall be free to bargain and employers required to bargain wages, hours and conditions of employment, the Board and the Association are agreed that the school calendar clearly effects hours and conditions of employment.

Therefore, commencing not later than March 1, the Association shall submit to the Board of Education, items for consideration to be included in a calendar for the next year. Should the suggestions not be acceptable, then the Board and the Association shall begin negotiation of the calendar not later than April 1.

Should a new calendar not be negotiated prior to June 30 of the impending school year, the Board shall set the calendar.

The Board agrees that no tentative or "model" calendar shall be circulated by them to the Staff and the community at large until a calendar has been jointly agreed upon by the negotiating teams or until June 30, whichever shall come first.

The Association agrees that it shall negotiate the calendar in good faith, fairly representing the views of its membership who may be affected by the calendar, and in the best interests of the school community. The Board and the Association mutually agree to refrain from using the calendar as a bargaining item in other areas of the negotiations process.

Beginning with the 1985-86 school year, there shall be one hundred eighty (180) days of student instruction and one hundred eighty-five (185) teacher days. Any days lost to "Acts of God" (snow, ice, fog, epidemics, etc.) will be rescheduled. A teacher required to work on both "Act of God" days and rescheduled days will be compensated 1/185<sup>th</sup> of his salary for days worked in excess of one hundred and eighty-five (185). Teachers required to work only on rescheduled days will receive no additional compensation.

The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar, provided it can be done before the end of the fiscal year.

Should the provision of the state law be rescinded, the above provisions shall be considered null and void and the provisions and practices in existence prior to this Agreement shall be reinstated, to the extent permitted by law.

The CLEA and Board agree that the CLEA shall comply with the minimum clock hour/days mandates of the State of Michigan. If these mandates change, a committee consisting of the CLEA negotiations team and three (3) members appointed by the Board of Education shall meet to agree upon a plan to keep the district in minimum compliance. There will be no increased salary compensation beyond that incorporated in the salary schedule.

To determine the calendar for 1999/2000, a committee consisting of the CLEA negotiations team and three (3) members appointed to the Board of Education shall meet during the month of April, 1999 to establish a schedule which will keep the district in minimum compliance with the State of Michigan mandates regarding clock hours/days. There will be no increased salary compensation beyond that incorporated in the salary schedule.

**ARTICLE XXVI  
TEACHER EFFECTIVENESS LOAN FUND**

The Board agrees to maintain an annual fund from which staff members who teach in the District may borrow up to \$1,000 at 2% interest, to take courses in their academic areas, or courses required for an advanced degree.

The borrower shall repay the sum to the fund within one (1) year from the date of borrowing in monthly installments authorized for deduction from his/her pay check or, at the teacher's option, in a lump sum payment.

**ARTICLE XXVII  
MISCELLANEOUS**

- A. When Enrichment teachers are out of school for either personal or physical reasons, the school district will hire a substitute for the day or days.
- B. Extra Curricular Activities: All extra curricular positions shall be assigned prior to August 15 of each year. Any changes, not involving removal, after this date, shall be made only with the consent of the affected personnel. No person filling an extra curricular position shall be removed or placed on probation unless:

- 1. Verbal warning has been given him.
- 2. A written statement detailing the problem is given to the person.
- 3. Two (2) weeks elapse without noticeable change as determined by the administrator.

The only exception to this dismissal process is in the case of gross negligence.

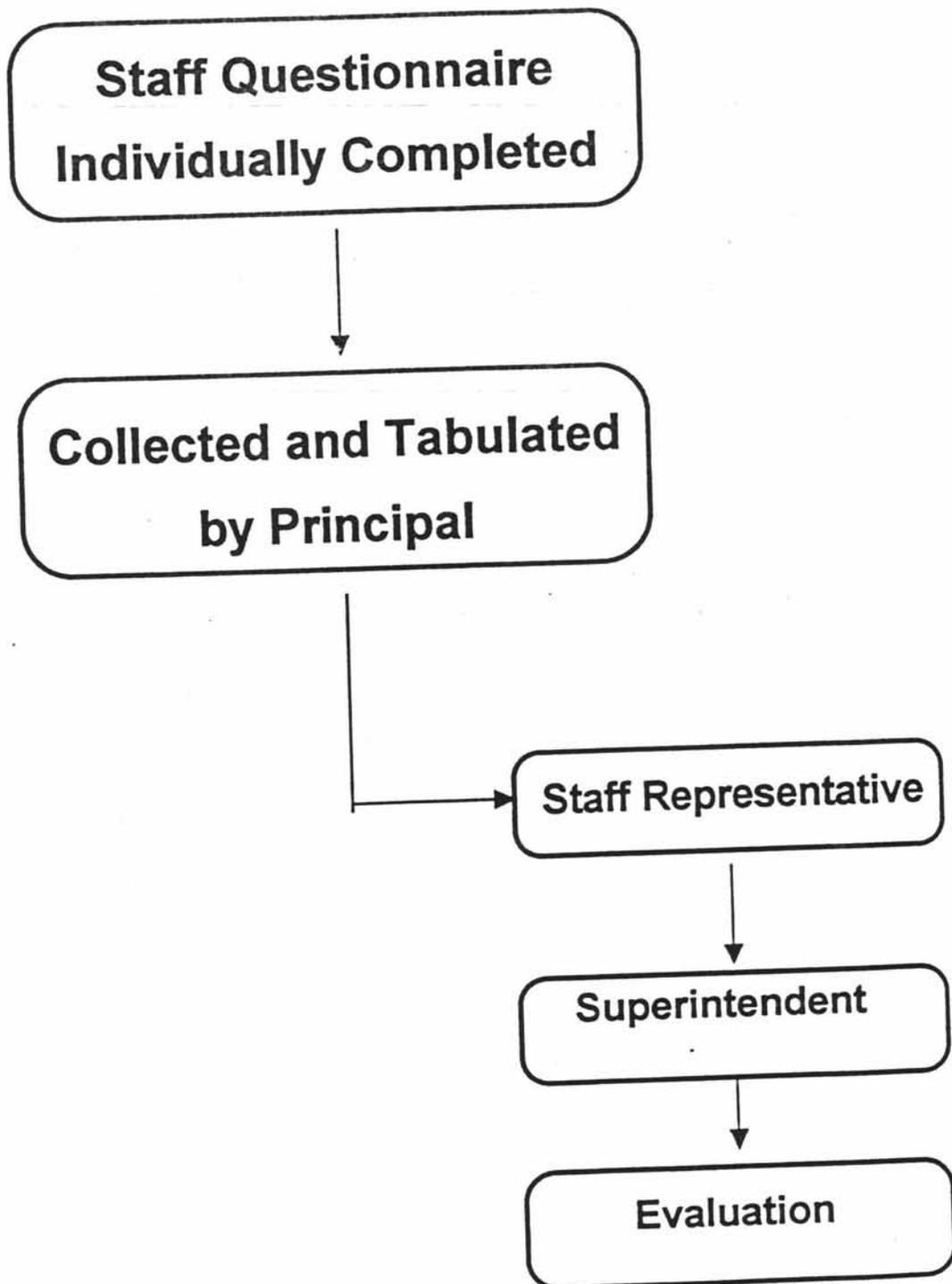
- C. Student Teachers Assignments: Supervisory teachers of student teachers shall be fully certified, tenure teachers who have served at least two (2) years in the Croswell-Lexington Schools. Any exceptions to this rule shall be negotiated through the Association's negotiators.
- D. Tuberculin Test Requirements: All teachers shall furnish the Superintendent with a copy of his tuberculin test, according to the laws of the State of Michigan.
- E. Building Representatives: Each school building in the District shall have a representative appointed by the President of the Association and the President shall inform each school principal of such appointments by September 30<sup>th</sup> of each year.

- F. Length of Classes: To the degree possible, all classes of like subject in the Middle and Senior High Schools shall be of equal length. (Within the confines of each building).
- G. The Board of Education will comply with its policy concerning complaints received about employees. Verbal and written complaints will be turned over to the Superintendent for investigation and will not be discussed by the Board unless it's for the purpose of clearing up the nature of the complaint.

If the complaint is returned to the Board after an unsatisfactory resolution of the problem by the Superintendent, the Board will notify the teacher at least five (5) days in advance of the Board meeting so the teacher may be present at the Board meeting when the complaint is officially discussed by the Board.

- H. Resignation Grace Period: The Board shall grant a grace period of seven (7) calendar days to any teacher who submits a resignation, before accepting the resignation as official, providing that the resignation is submitted before August 1.
- I. Released time for CLEA President: When necessary, the CLEA president may use the preparation period to visit other buildings and conduct CLEA business.
- J. Teacher Evaluation of Administration: During the month of January or February, the Administrator Performance Evaluation will be given to teachers to complete. This document will then be returned to the principal for his/her tabulation and use. The principal may at his/her discretion discuss the results with the building representative or the entire teaching staff in the building. The CLEA building representative(s) will give input to the superintendent during the building principal evaluation process. The procedural format is attached.

## PROCEDURAL FORMAT



DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1997 and shall continue in effect through June 30, 2000. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

*BOARD OF EDUCATION*

BY *Ed McLean* PRESIDENT

BY *Chris D. Wynn* SECRETARY

*CROSWELL-LEXINGTON EDUCATION ASSOCIATION/MEA/NEA*

BY *Marion L. Knuth* PRESIDENT (*Designated*)

BY *John Spaul* CHIEF NEGOTIATOR

**TEACHERS 1997-2000 SALARY SCHEDULE****1997-98**

STEP	BA	BA+16	MA	MA+16	MA+30
1	24,465	25,566	26,716	27,918	29,174
2	25,566	26,716	27,918	29,174	30,487
3	26,716	27,918	29,174	30,487	31,859
4	27,918	29,174	30,487	31,859	33,293
5	29,174	30,487	31,859	33,293	34,791
6	30,487	31,859	33,293	34,791	36,357
7	31,859	33,293	34,791	36,357	37,993
8	33,293	34,791	36,357	37,993	39,703
9	34,791	36,357	37,993	39,703	41,490
10	36,357	37,993	39,703	41,490	43,357
11	37,993	39,703	41,490	43,357	45,308
12	39,703	41,490	43,357	45,308	47,347
13	42,339	44,238	46,237	48,330	50,529

**TEACHERS 1997-2000 SALARY SCHEDULE****1998-99**

STEP	BA	BA+16	MA	MA+16	MA+30
1	25,077	26,205	27,384	28,616	29,904
2	26,205	27,384	28,616	29,904	31,250
3	27,384	28,616	29,904	31,250	32,656
4	28,616	29,904	31,250	32,656	34,126
5	29,904	31,250	32,656	34,126	35,662
6	31,250	32,656	34,126	35,662	37,267
7	32,656	34,126	35,662	37,267	38,944
8	34,126	35,662	37,267	38,944	40,696
9	35,662	37,267	38,944	40,696	42,527
10	37,267	38,944	40,696	42,527	44,441
11	38,944	40,696	42,527	44,441	46,441
12	40,696	42,527	44,441	46,441	48,531
13	43,397	45,344	47,393	49,538	51,792

# TEACHERS 1997-2000 SALARY SCHEDULE

## 1999-2000

STEP	BA	BA+16	BA	MA+16	MA+30
1	25,704	26,861	28,070	29,333	30,653
2	26,861	28,070	29,333	30,653	32,032
3	28,070	29,333	30,653	32,032	33,473
4	29,333	30,653	32,032	33,473	34,979
5	30,653	32,032	33,473	34,979	36,553
6	32,032	33,473	34,979	36,553	38,198
7	33,473	34,979	36,553	38,198	39,917
8	34,979	36,553	38,198	39,917	41,713
9	36,553	38,198	39,917	41,713	43,590
10	38,198	39,917	41,713	43,590	45,552
11	39,917	41,713	43,590	45,552	47,602
12	41,713	43,590	45,552	47,602	49,744
13	44,482	46,478	48,578	50,776	53,087

## FRINGE BENEFITS

1. The Board shall provide MESSA PAK Insurance with the following coverages:

### PLAN A

Health - Super Care I - Drug co-pay option

Long Term Disability

\$3,000 Maximum

90 Calendar days

Pre-existing conditions waiver

Freeze on offsets

Alcoholism/drug - two year limitation

Mental/Nervous - two year limitation

Negotiated Life - \$50,000 with AD&D

Vision - VSP 3 + COB

Dental 100:90/90/90 Auto +008 COB Adult Orthodontic

### PLAN B

Long Term Disability 66 2/3%

\$3,000 Maximum

90 Calendar days

Pre-existing conditions waiver

Freeze on offsets

Alcoholism/drug - two year limitation

Mental/Nervous - two year limitation

Negotiated Life - \$50,000 with AD&D

Vision - VSP 3 + COB

Dental 100:90/90/90 Auto +008 COB Adult Orthodontic

Cash in lieu of health insurance - \$180 per month

In the event the premium of MESSA PAK shall exceed the prior years monthly cost by 115% in the 1997-1998 contract year, by 114% in the 1998-1999 contract year, and by 112% in the 1999-2000 contract year, the actual excess shall be determined by multiplying the number of teachers in the bargaining unit times the total excess per participant per year.

That amount shall then be divided by the number of teachers in the bargaining unit to provide the amount of necessary adjustment to be made to each individual teacher's salary. Said amount shall be deducted from each teacher's gross salary in their individual contract. The salary schedule in the master agreement shall not be reduced.

2. Severance pay equal to \$25 per day of unused sick leave with 120 day maximum. In the event of death, the amount will be paid to the estate.

## SCHEDULE II

### EXTRA CURRICULAR PAY

- A. All positions on this schedule will be paid on a percentage basis. Each activity shall be given a specific percentage value as listed below.
- B. Values shall begin at BA, Step 6.
- C. The percentage of pay for extra-curricular activities is based on the chart below for years of experience in each position/sport in the Croswell-Lexington School District. Up to three (3) years may be transferred in from outside experience.

<u>EXPERIENCE</u>	<u>STEP</u>	<u>97-98</u>	<u>98-99</u>	<u>99-00</u>
1-3 YEARS	6	\$30,487	\$31,250	\$32,032
4-6 YEARS	7	31,859	32,656	33,473
7-9 YEARS	8	33,293	34,126	34,979
10-12 YEARS	9	34,791	35,662	36,553
13+ YEARS	10	36,357	37,267	38,198

- D. This Schedule II shall include a hold harmless clause which guarantees employees in the extra-curricular positions in the 1996-1997 contract year will receive, at a minimum, their 1996-1997 rate of pay plus 2% in the 1997-1998 contract year, plus 4% in the 1998-1999 contract year, and plus 6% in the 1999-2000 contract year for the term of this contract or for the duration of their employment in the extra-curricular position, whichever is shorter.

# EXTRA-CURRICULAR SCHEDULE

ATHLETIC	POSITION	CONTRACT PERCENT
Football	Head Coach	12%
	Varsity Asst. (2)	8%
	Jr. Varsity Asst.	7%
	Head Ninth	7%
	Asst. Ninth	6%
	Middle School	5%
Boys & Girls	Head Coach	12%
Basketball	Jr. Varsity	8%
	9 <sup>th</sup> Grade	7%
	8 <sup>th</sup> Grade	5%
	7 <sup>th</sup> Grade	5%
	5 <sup>th</sup> & 6 <sup>th</sup> Grade	3%
	Wrestling	Head Coach
Varsity Asst.		6%
Middle School		5%
5 <sup>th</sup> & 6 <sup>th</sup> Grade		3%
Volleyball	Head Coach	9%
	Jr. Varsity	6%
	9 <sup>th</sup> Grade	5%
	8 <sup>th</sup> Grade	5%
	7 <sup>th</sup> Grade	5%

ATHLETIC	POSITION	CONTRACT PERCENT
Boys & Girls	Varsity	8%
Tennis		
Golf	Varsity	8%
Boys & Girls	Varsity	8%
Cross Country	Middle School	5%
Cheerleading	Varsity Sideline	4%
	Varsity Comp.	4%
	Jr. Varsity	5%
	9 <sup>th</sup> Grade	3%
	8 <sup>th</sup> Grade	3%
Baseball	Varsity Coach	8%
	J.V. Coach	6%
Softball	Varsity Coach	8%
	J.V. Coach	6%
	Middle School	5%
Boys & Girls	Varsity Coach	8%
	Assistant	6%
	Middle School	5%
	Asst. M.S. (1 for Boys/Girls)	4%

NON-ATHLETIC	POSITION	CONTRACT PERCENT
Band	H.S. Director	12%
	M.S. Director	9%
Student Council	H.S. Advisor	5%
	M.S. Advisor	5%
Play	H.S. Director	6% (per play)
	Asst. Director	3% (per play)
	M.S. Director	2% (per play)
Debate/ Forensics	Advisor	3%
Yearbook	H.S. Advisor	3%
	M.S. Advisor	3%
Newspaper	H.S. Advisor	3%
	M.S. Advisor	3%
Choir/Music	H.S. Director	3%
	M.S. Director	3%
	Elem. Music	2%
Musical	H.S. Director	6%
	Assistant	4%

NON-ATHLETIC	POSITION	CONTRACT PERCENT
Dept Heads (12)		6%
Assistants		4%
Academic Games	Social Studies	1%
	Math	1%
	Science	1%
	Language Art	1%
	Coordinator	1%
Science Olympiad	High School	2%
	Middle School	2%
Social Studies Olympiad	M.S. Head Coach	3%
	M.S. Assistant	1%
Quiz Bowl	Advisor	3%
Class Advisors	Seniors	3%
	Juniors	4%
	Sophomores	2%
	Freshmen	2%
Club Sponsors	SADD	1%
	NHS	1%
	Woods Lab /IE Fair	5%

**Additional Clauses:**

Drivers Education Instructors at \$18.65 per hour.  
Middle School and High School Counselors at 1/185 of salary/day.  
Mileage at IRS rate.

## CALENDAR 1997-1998

DATES		STUDENT DAYS	TEACHER DAYS
August 18-22	Teachers one day in room	4	6
August 25	Orientation/In-service Day		
August 26	Students' First Day		
Mon, September 1	Labor Day - No School	21	21
Wed, September 24	In-service - ½ Day for Students	NO p.m. Kdg.	One ½ Day
Mon, October 20	In-service - No School for Students	NO School	22
Wed, November 5	Parent Teacher Conferences ½ Day for Students	NO Kdg	17
	<u>Conference Schedule:</u> Frostick/Meyer Schools: 4:00-7:00 p.m. Geiger/Middle/H. S.: 5:00-8:00 p.m.		18
Thurs, November 6	Parent Teacher Conferences No School for Students	NO School	
	<u>Conference Schedule:</u> (HS inservice in PM) Frostick/Meyer Schools: 11:30-2:30 p.m. Frostick/Meyer Schools: 4:00-7:00 p.m. Geiger/Middle School: 12:30-3:30 p.m. Geiger/Middle/H. S.: 5:00-8:00 p.m.		
Wed, November 26	½ Day - Thanksgiving Recess	NO a.m. Kdg	
November 27 & 28	NO School	NO School	Two half days
Wed, December 10	In-service - ½ Day for Students	NO p.m. Kdg	15
Dec. 22 - Jan. 2	Christmas Break - No School	NO School	One half day
Thurs, January 15	Midterms/Records - ½ Day for Students	No a.m. Kdg	20
Fri, January 16	Midterms/Records - ½ Day for Students	No p.m. Kdg	Two half days
Feb. 13-16	President's Day - No School	No School	18
Thurs, Feb 26	Parent Teacher Conferences ½ Day for Students	No a.m. Kdg	One half day
	<u>Conference Schedule:</u> Meyer School: 2:30-6:30 p.m. Frostick/Geiger Schools: 3:30-7:30 p.m. Middle/High School: 4:00-8:00 p.m.		
Wed, March 18	In-service	No p.m. Kdg	22
	½ Day for Students		One half day
April 6 - 13	Easter Break	No School	16
Wed, May 6	In-Service - ½ Day for Students	No a.m. Kdg	20
Mon, May 25	Memorial Day - No School		One half day
Thurs, June 4	Final Exams/Records-½ Day for Students	No p.m. Kdg	5
Fri, June 5	Final Exams/Records-½ Day for Students	No a.m. Kdg	6
Mon, June 8	Records/Checkout- No School for Students		Two half days
<b>TOTALS:</b>		<b>180</b>	<b>185</b>

May 5 will be a full day of Kindergarten for Meyer, and May 20 will be a full day of Kindergarten for Frostick. If we need to make up snowdays, they will be made up at the end of the year. If we need to make up time (i.e., fog), the finals at the end of the year will be changed to full days for students.

## APPENDIX I PROFESSIONAL COMPENSATION

- A. The salaries of professional personnel covered by this Agreement are set forth in salary schedules which are incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. The Board will give up to six (6) years for experience from any public school.
- C. If a teacher completes the requirements for higher degree, adjustments on the salary schedule will take place for first semester, if official notification from the granting institution has been received by November 1 and February 1, for the second semester.
- D. All teacher pay checks shall be placed in envelopes.
- E. BA+16 must be on an approved Master's Degree program.
- F.
  - 1. All payments for extra curricular Schedule B positions shall be paid in a check separate from their regular pay at the end of the season or, for year positions, ½ at the end of each semester, also in separate checks. Payments will be authorized upon the certification by the athletic director and/or the building administrator that the activity has been satisfactorily completed.
  - 2. It will be the building principal's responsibility to acquire all substitutes for extra curricular personnel who must leave their regular assignment to fulfill their extra curricular obligation.
  - 3. Any coach hired who is not certified (MAHSA) shall be paid one (1) unit lower than the schedule states in contract.

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## APPENDIX II INSURANCE PROTECTION

- A. The Board shall allow MEA tax deferred annuity plan through salary reduction pursuant to Section 403 (b) of the Internal Revenue Code of 1954, as amended.
- B. In the event that an employee has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the contract year. This shall not apply to anyone who is incarcerated.

In the event that an employee is disabled through an injury or illness covered by Workman's Compensation, sick leave shall not be reduced and all fringe benefits shall continue for eighteen (18) months or until the end of the next contract year, whichever is less, within the rules of the carrier. At that time the employee may continue their fringe benefits at the group rates, subject to the rules of the underwriter.

- C. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve (12) month period commencing on October 1 and ending September 30. The open enrollment period determined by the insurance company, including opportunities for summer pre-enrollment and fall open enrollment. When necessary, premiums on behalf of the teacher shall be made to assure uninterrupted participation and coverage.

## APPENDIX III

### LEAVE REQUEST FORM

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date of Application

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Beginning Date of Leave

\_\_\_\_\_  
Date Return to Work

#### LEAVE TYPE

\_\_\_\_\_

Personal

\_\_\_\_\_

Illness (Appointments)

\_\_\_\_\_

Funeral

\_\_\_\_\_

Critical Family Illness

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervisor's Signature

It is understood that all leave request will conform to all provisions in the Employee's Master Agreement.

\_\_\_\_\_  
Superintendent or Designee



