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AGREEMENT
between the
CLARE EDUCATION ASSOCIATION
and the
CLARE BOARD OF EDUCATION
1988 - 1991

Clare Public Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

THE CLARE PUBLIC SCHOOLS
Clare, Michigan

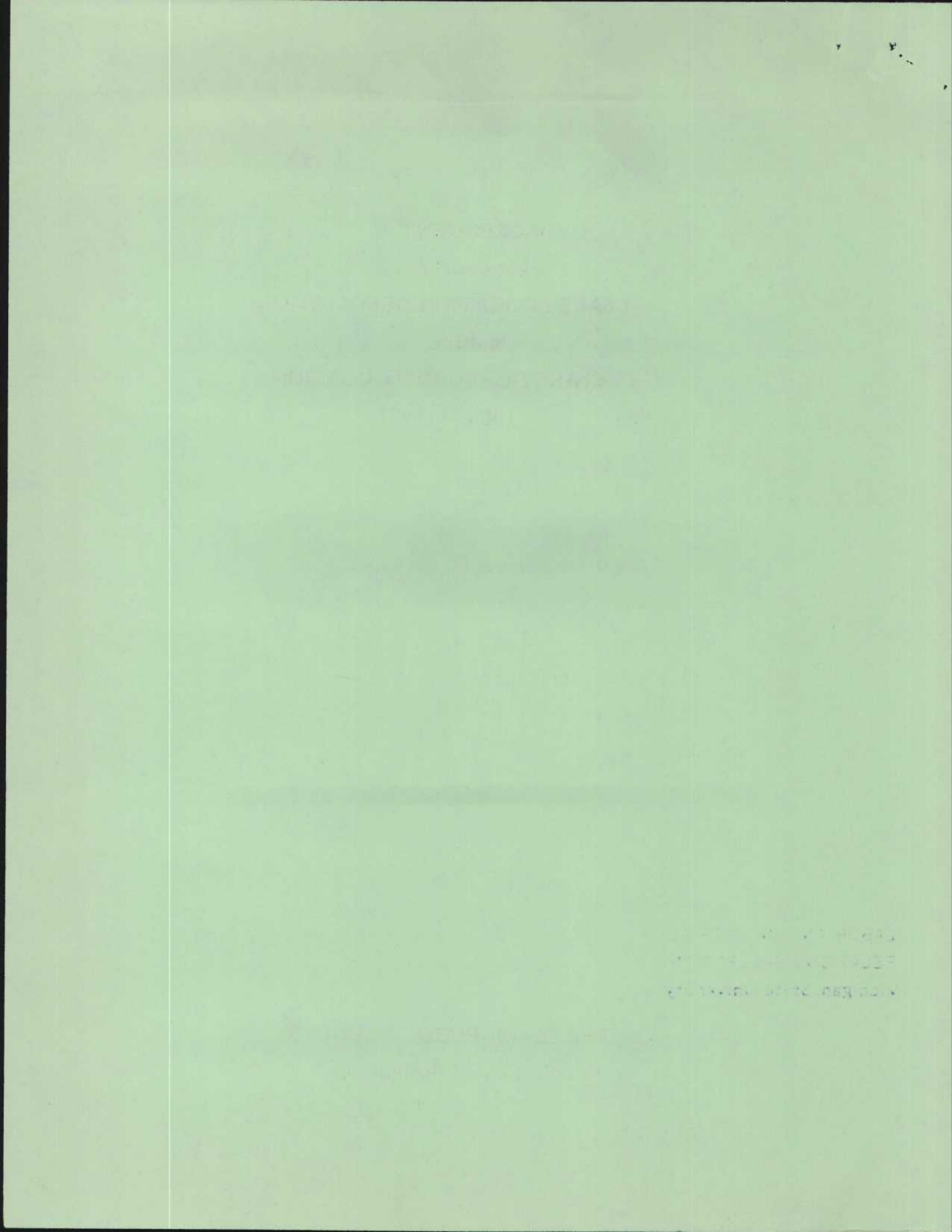


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This Agreement entered into this 2nd day of November, 1988, by and between the Clare Board of Education, Clare, Michigan, hereinafter called the "Board", and the Clare Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Clare Education Association as the Exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel under contract including counselors and librarians. School nurses are also included as are grade level and departmental chairmen with full-time classroom teaching assignments. Supervisory and executive personnel, office, clerical, maintenance and operating employees, teacher-aides and lay assistants are specifically excluded.
- (a) The term "teacher" when used hereinafter in this agreement shall refer to all employees in the bargaining or negotiating unit as above defined.
- (b) The term "Board" shall include its officers and agents.
- B. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this agreement.

ARTICLE II

RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and 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 assigned school related activities of its employees.
 - (2) To hire all employees and, subject to the provisions of law, to assess their capabilities, the conditions for their continued employment, their dismissal or demotion, and to promote or transfer all such employees.
 - (3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 - (4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids. The Board, through the superintendent and the building principals, agrees to consult with teachers through the grade level and departmental organizations on the items in Article II, subparagraph A-4. In the event a majority decision by the teachers cannot be reached, the Board will make the final decision.
 - (5) To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE III

ASSOCIATION AND TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher, or the Association, rights they individually or collectively have under the Michigan General School Laws or any other statutes or regulations of the State or Federal Government. All rights under the Michigan Teacher Tenure Act and the Michigan Public Employment Relations act are specifically acknowledged.
- B. The Association and its representatives will have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor.
- C. The Association shall have the right to the use of teacher bulletin boards in faculty areas to post notices of its activities and other official matters of the Association. The Association may use the district mail service and teacher mail boxes for communications to teachers. All such material must designate the name of the person circulating or posting it.
- D. The Association shall have the right to use school equipment, including typewriters, mimeographing machines, other duplicating equipment, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided that all such equipment is operated subject to procedures approved by the respective building principal or the Administrative Assistant. The Association shall pay for the cost of all materials and supplies incidental to such use. The Association agrees to reimburse the Board for any damage to equipment, other than normal wear, entrusted to its use and care.
- E. The Board and the Association shall encourage attendance of teachers and the official representatives of the Association at Board meetings in order to maintain an awareness of affairs affecting employee relations. A copy of the official agenda and background information of any Board meeting will be sent to the President of the C.E.A. prior to said meeting. A loose leaf notebook containing the minutes of the Board will also be available to the Association's official representatives for use at Board meetings.
- F. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with, or interrupt normal school operations. All such representatives, other than

those who are employees of the Clare Public Schools, shall make their presence known to the building principal, or the principal's secretary, upon entering any school building in the district.

- G. The Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by reason of race, creed, color, national origin, sex, marital status, political activities or membership or participation in the activities of the Association or any other employee organization.
- H. Each teacher shall have the right upon request to review the contents of his own personal files maintained at the Administrative Office. A representative or the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files. When material is placed in a teacher's file which may be used as a basis for a reprimand, warning or disciplinary action, the teacher shall have an opportunity to respond to the material which response shall be attached to the original document. The teacher shall be made aware of the material placed in the file within fifteen (15) working days and shall respond within fifteen (15) working days. Constructive assistance shall be offered in writing within fifteen (15) working days of the teachers response; one copy shall be given to the teacher and a second copy shall be placed in the file.
- I. The Board may consult the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- J. The refusal to reveal privileged information as defined by law shall not be considered cause for discipline or dismissal nor may any reference to such a refusal become part of any personal record.
- K. Academic freedom shall be guaranteed to teachers.
- L. The personal and private life of any bargaining unit member is not within the appropriate concern or attention of the employer except when it negatively affects the teacher's professional performance.

ARTICLE IV

DEDUCTION FOR PROFESSIONAL DUES

- A. All teachers shall as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The teachers may authorize payroll deduction for such fee. In the event that the teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the teacher's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each teacher. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-member teachers. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting teacher concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.
- C. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year.

- D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any such teacher and make appropriate remittance for annuities, credit union, savings bonds, and charitable donations. The Superintendent may approve other plans.
- E. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment of non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- F. All teachers who were covered by this agreement prior to July 1, 1977, and who did not pay Association dues or service fees during the 1987-88 school year will not be required to pay Association dues or service fees for the duration of their employment within this bargaining unit.
- G. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article IV, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE V

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.

1. Clare High School is a member of the North Central Association of Colleges and Secondary Schools. The Board agrees to continue to follow the policies and criteria of the North Central Association as they relate to teaching hours and class load in the secondary grades.
2. Pupil teacher ratio is an important aspect of an effective educational program. The parties agree that class size should be lowered to meet the following standards:

Young 5's	24 in 1988-89 and 20 beginning in 1989-90 or under, enrolled in class
Kindergarten	25 or under enrolled in class
1-6	28 or under enrolled in class
7-12	Maximum of 166 students per day

Classes of the same grade level or subject shall be approximately equal unless the teachers and administration have cooperatively developed an experimental program.

In the event a class size is over the standard for five consecutive days after fourth Friday, the administration will meet with the union and the teacher involved to explore methods of solving the overload. The parties agree that to reach a solution the following elements must be considered:

- 1) The size of the overload
- 2) The availability of existing space
- 3) Economics of the district
- 4) The class involved
- 5) The availability of qualified staff
- 6) The time of year the overload occurs

If the above referenced committee cannot agree to a solution for the overload, the Board shall begin overload payments according to the following scale retroactive to the date of the overload or fourth Friday whichever is later.

1-2	Overload	\$3.00 per day per student
3-5	Overload	\$5.00 per day per student

This provision shall not be retroactive from the date of ratification to August 30, 1988.

Exceptions shall be made for music classes, physical education classes and elementary art and library classes.

- B. The Board recognizes the appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. In furtherance of that recognition, the Board shall make a sufficient supply available to meet the educational goals of the District. The parties agree that the Curriculum Committee (K-8) shall continue to develop curriculum. This committee shall be selected on a rotating basis by the Administration with the advice and consent of the department/grade level. The Administration will make a conscientious effort to make the selection for workshops and conferences as broadly based as possible to develop professional competence throughout the staff. At the high school level, curriculum shall be developed within the departments. The faculty council shall coordinate the total secondary curriculum. It is agreed that this provision shall be subject to the Article II of this Contract.
1. Instructional materials as replaced in the school district shall reflect the multi-ethnic nature of our society and shall evidence a sensitivity to prejudice, to stereotypes, and to materials offensive to minority groups, as measured by the following criteria;
 - a. Comprehensive materials which represent the contribution and achievements of minority groups, in art, science, history, literature and all life and culture should be apparent in the design of materials.
 - b. Life in contemporary urban environments, as well as rural and suburban environments, should be pictured.
 2. The teachers agree to attempt to implement the philosophy of the above paragraphs 1 a. & b.

- C. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall make available teacher reference materials to each school in the district.
- D. The Board agrees to make available in each school typewriters, duplicating machines, materials and clerical personnel to aid teachers in the preparation of instructional materials whenever possible.
- E. The Board shall provide:
1. A separate desk and/or file with a lockable drawer space for each teacher if possible.
 2. Suitable space for each teacher to store coats, overshoes and personal articles.
 3. Chalkboard space in every classroom.
 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
 5. An appropriate dictionary when requested by the teacher.
 6. Adequate storage space in each classroom for instructional materials whenever possible.
- F. The Board shall make available lunch area, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty work room and lounge in which smoking may be permitted with times and conditions to be determined by individual building staffs. Provisions for such facilities will be made in all future buildings.
- G. Telephone facilities as designated by each building principal shall be available to teachers for local calls.
- H. The Association may place vending machines in the teacher's lounge. The Association shall be completely responsible and the proceeds shall go to the Association.
- I. Teachers shall not be required to work under conditions which endanger the health, safety or well-being of themselves or children they teach.

ARTICLE VI

TEACHING HOURS AND CLASS LOAD

- A. Teachers on a regular schedule will report for duty in the morning thirty (30) minutes before the beginning of the pupils' school day and shall leave no earlier than fifteen (15) minutes after the close of the pupils' school day. X-hour teachers will report for duty fifteen (15) minutes before the beginning of the pupils' school day and leave no earlier than fifteen (15) minutes after the close of the X-hour pupils' school day. The maximum teacher duty time shall be six (6) hours and forty (40) minutes per day.
- B. Teachers will remain after the end of the school day for consultations with parents, staff meetings, vertical coordination meetings, departmental meetings, and any other meetings called by the principals, superintendent, or their representatives. Two (2) days notice will normally be given prior to all meetings called by the administration, except in emergency situations. No more than twelve (12) meetings per school year, normally of no more than one (1) hour's duration shall be scheduled by the administration except in cases of emergency. These emergency meetings shall not normally exceed 15 minutes. The purpose of the meeting shall be stated in advance if possible and shall normally have an agenda and may be evaluated by the Association.
- C. The Board shall provide a thirty (30) minute duty-free lunch period for each teacher, except in emergency situations.
- D. Elementary teachers may use time when their classes are receiving instruction from various teaching specialists for organization, planning and preparing their work. The principal may request the teacher be with the class for the specific purpose of correlating classroom work with the particular lesson(s) being taught.
- E. The Board reserves the right to make all final decisions concerning class size.
- F. A teacher may be expected to volunteer for no more than one (1) extra-curricular organizational activity which is not part of the extra pay for extra duty policy. In the event that no one volunteers, the principal may designate someone to handle the activity on a rotating basis. Teachers who volunteer will be credited as having fulfilled one rotation for each volunteered activity.

- G. The Association and the Board agree that some supervisory responsibilities shared among teachers on an equitable basis are necessary at student functions. The principals shall determine at which of these events teachers' attendance is expected and from which teachers may be excused.
- H. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:
1. Careful daily preparation
 2. Attendance at staff and professional meetings.
 3. Reasonable attendance and participation in activities of the school such as Open House, P.T.A. meetings, and public performance of children in plays, concerts, athletic activities, or other extra-curricular events.
- I. The normal weekly teaching load in the Middle School and the High School shall be five (5) teaching periods during a six (6) period day or six (6) teaching periods during a seven (7) period day, and one (1) unassigned conference-preparation period equal in length to a teaching period per day. Primary School teachers shall have as equitable teaching loads as possible. Assignment to a study hall shall be considered a teaching period for the purposes of this article. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association.
- J. During the 1988-89 school year, a committee composed of three (3) representatives selected by the Clare Education Association and three (3) representatives selected by the Administration shall study the issue of the daily time school begins. Recommendations of the committee shall be presented to the Board of Education by March 1, 1989. The Board of Education shall consider the recommendations and determine the daily starting time of the school day. The Board's decision shall be incorporated into this agreement.

ARTICLE VII

VACANCIES, PROMOTIONS, AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Request by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the superintendent and one copy may be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's qualifications. Such requests shall be reviewed once each year by the Superintendent, or his designee, to assure active consideration.
- B. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher in writing, and the teacher may notify the Association of the reasons for such transfer.
- C. A vacancy shall be defined for purposes of this contract as a situation where a vacant position was previously held by an employee or when a new position covered by this article is created.
- D. The Association recognizes that, when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption of the existing instructional program. If the superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year.
- E. Whenever a vacancy occurs the superintendent shall have posted notice of same on a bulletin board in each building and notice shall not be mailed to placement bureaus sooner than it is posted.
- F. Whenever vacancies occur during the summer prior to August 1st, the following procedures shall be followed:
 - 1. Teachers with specific interests in possible vacancies will notify the superintendent or his designee of their interest, in writing, during the last regular week of school and shall include a summer address.
 - 2. The teachers who have expressed an interest in said position, or a similar position, shall be notified in writing at their last known address by the superintendent, or his designee.

3. The teachers so notified shall have the responsibility of contacting the superintendent or his designee indicating their interest in said position.
- G. The foregoing shall not be construed in such a way as to prohibit the Board of Education from providing a racially balanced staff in each school building.
- H. Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, may be sought through retraining of existing staff. When the Board deems this not possible or practical, the Board should seek to employ personnel as regular members of the staff from outside the district who will be able to perform the required activities.

ARTICLE VIII

QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher (other than a nurse) shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university. This shall not be construed to prevent the employment of legally qualified personnel as substitute teachers.
- B. A teacher (other than a nurse) shall hold a Michigan Teacher's Certificate valid for his work assignment. Failure to have or keep such a certificate shall invalidate the contract of any teacher. The term "shall hold a Michigan Teacher's Certificate" shall be interpreted to include those individuals who are employed in the belief that they are eligible for Michigan certification, provided the teacher has made the necessary application to the Michigan Department of Education no later than November 1st of the current school year.
- C. Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their major or minor fields of study.
- D. All teachers shall be given notice of their tentative class assignments for the forth coming year no later than the end of the school year. In the event that changes in such class assignments are made, all teachers affected shall be notified. In no event will changes in teachers schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.
- E. Middle School and High School teachers shall be assigned no more than three (3) subject preparations except where such provisions would limit curriculum offerings.

ARTICLE IX

ILLNESS AND DISABILITY

- A. At the beginning of each school year each teacher shall be credited with ten (10) days of leave, the unused portion of which shall accumulate from year to year to one hundred thirty (130) days. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
1. Personal Illness or Disability - The teacher may use all or any portion of his leave to recover from his own illness or disability.
 2. Death in the Immediate Family - The teacher may take a maximum of five (5) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, grandparents, sister-in-law and brother-in-law.
 3. Other Deaths - The teacher may take one (1) day per death to attend the funeral of any person at the discretion of the Superintendent.
 4. Illness in the Immediate Family - the teacher may use a maximum of twelve (12) days of his leave for illness in the immediate family. Immediate family shall be defined as in 2 above.
 5. Sick leave shall not be taken in less than one-half (1/2) day blocks.
- B. The Board shall furnish each teacher with a written statement before the beginning of each school year setting forth the total sick leave credit.
- C. Each teacher shall contribute one (1) day each year of their annual sick leave toward a sick leave bank until the bank shall have accumulated 200 days. When the bank accumulates 200 days there shall be no further such time as the bank shall reach a level of 100 days. Upon reaching this level the above procedure shall again be followed. In no event shall the sick leave bank exceed an accumulation of more than 200 days.

The sick leave bank shall be administered by the Clare Education Association Executive Board. The following criteria shall be followed to receive benefits from the sick leave bank:

1. To become eligible to receive benefits from the sick leave bank a teacher must have exhausted their accumulated sick leave.
 2. Five (5) consecutive work days must have transpired between the date of exhaustion of teachers' sick leave and personal leave days and the date a person may be eligible to receive benefits from the sick leave bank.
 3. If, in the opinion of the committee administering the sick leave bank, the applicant meets the above criteria, and in the opinion of the committee is properly qualified, he shall receive additional sick leave days until LTD takes effect.
 4. If an applicant shall apply for and be approved for other compensation for which he is eligible, such as a disability pension, the sick leave bank benefits shall terminate on the date he becomes eligible for other compensation.
- D. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days. The Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Worker's Compensation Act for the duration of such absence.
- E. When illness or death in the family makes it necessary for the employee to leave the community for a prolonged period (i.e., five (5) days or more), he will provide the Superintendent's office with an address at which he can be reached. In the event the Board at any time has reason to believe that a teacher may be abusing the sick leave privileges, it may require proof of illness.
- F. Because of mental or physical illness, it may sometimes be necessary for the Board to place a teacher on involuntary sick leave. In such cases the Board, may, at its own expense, require a teacher to submit to a mental or physical examination by appropriate specialists to determine whether involuntary sick leave is warranted. To assist the Board in determining whether a teacher should be required to submit to such an examination, a committee is hereby established consisting of the Superintendent of Schools, a member of the Board, a representative of the Association, a teacher from the building concerned, appointed by the Association, and the principal of the building concerned. This committee will be convened in closed session at the call of the Superintendent of Schools, shall consider the reasons for or against requiring a mental or physical exam of the teacher concerned, and shall report back to the Board with its findings.

- G. Any teacher whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one year. Further extension may be granted at the will of the Board.

ARTICLE X

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. Leaves of absence with pay, and not chargeable against the teachers' sick leave, will be granted for the following reasons:
1. Administration approved visitation of other schools or attendance at conferences, workshops, or institutes of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the administration.
 2. When attending any function so directed by the administration.
- B. At the beginning of every school year each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day shall notify his principal at least two (2) days in advance, except in cases of emergency. Personal Leave Days shall not be used before or after a holiday or vacation period. Unused portion to accumulate as personal sick leave. The business leave days may be taken for a period of no less than one-half (1/2) day. Half of one day is defined as from 8:30 a.m. to 12:00 p.m. and from 12:00 p.m. to 3:45 p.m.
- C. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in an judicial or administrative matter, or who shall be asked to testify in any arbitration or factfinding concerning Clare Public Schools, shall be paid his salary less jury or witness fee for such time spent on jury duty or giving testimony.
- D. At the beginning of every school year, the Association shall be credited with fifteen (15) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board in writing no less than forty-eight (48) hours in advance of taking such leave. The required substitute pay will be reimbursed by the Association for the last five (5) days. No more than seven (7) days shall be granted to the same person.

ARTICLE XI

UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to one (1) year shall be granted to any teacher, upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his professional responsibilities; provided said teacher states, in writing, his intention to return to the school system. In no event shall such leave be granted unless the teacher has three (3) years experience in the Clare Public Schools. Seniority shall be frozen and will not accrue during leaves granted under this paragraph.
- B. A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of engaging in study in an accredited college or university reasonably related to his professional responsibilities. Said leave and advancement on the salary schedule shall be determined at the discretion of the Board. The determination regarding placement on the salary schedule shall be made in writing prior to the granting of such leave. In no event shall leave be granted unless the teacher has three (3) years experience in the Clare Public Schools. Seniority shall be frozen and will not accrue during leaves granted under this paragraph.
- C. General Leave - A general purpose leave may be granted for a period of up to one year subject to application to the Superintendent and approval of the Board. Such leave shall expire at the beginning of the next school year. No salary increment or advancement on the seniority list shall be granted for said leave.
- D. Military Leave - A leave of absence shall be granted to a teacher who is protected by Federal Laws and the laws of the State of Michigan as those laws pertain to a person who serves in the armed forces of America. Regular salary increments shall accrue up to a maximum of two (2) years.
- E. Child Rearing - A leave of absence may be granted to members of the bargaining unit at the discretion of the Board.
- F. Teachers must inform the Board of their intent to return to employment sixty (60) days prior to the end of any of the above leaves. Failure to so inform the Board will result in a one year extension of the leave, and the teacher will be offered the first position for which he is qualified and certified.

- G. Returnees from a Leave of Absence are not guaranteed their former position. They are entitled to a position based on their certification, qualifications, and seniority.

ARTICLE XII

RETIREMENT

- A. Certified persons of the Clare School District who elect to retire early will be paid upon retirement a one time payment of \$10,000 provided the teacher shall have been employed in the school district for ten (10) years and permanently retires from the Clare School System after June 30th following his or her (55) fifty-fifth birthday and has twenty (20) years of service, which are acceptable to the Michigan Public Schools Employees Retirement System. Notice of intent to retire must be received by no later than June 30th of the school year prior to retirement. The Board may limit the number allowed to retire, under this benefit. This benefit will apply until the applicant is eligible to collect full social security.

ARTICLE XIII

TEACHER EVALUATION

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. All evaluations shall be made in the best interests of the children and the teaching-learning process. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

- A. Probationary teachers shall be observed for the purposes of evaluation at least two (2) times during the school year. Tenure teachers shall be observed for the purposes of evaluation at least once every two (2) years.
- B. All monitoring or observation of the work of a teacher shall be conducted openly and will full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited except with written permission of the teacher.
- C. Each new teacher upon his employment, or at the beginning of the school year, whichever is later, shall be advised of the evaluation procedure.
- D. A pre-evaluation conference shall be held between the evaluator and the teacher before the first evaluation of the year, so that the evaluator can be advised of the teacher's objectives, methods, and materials planned for the teaching-learning situation to be evaluated.
- E. Each evaluation of a teacher shall be followed by a personal conference between the teacher and his evaluator for the purposes of clarifying the written evaluation report, if requested by the teacher or administrator.
- F. All evaluations shall be reduced in writing and a copy given to the teacher within ten (10) days of the completion of the evaluation. If the teacher disagrees with the evaluation, he may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure.

- G. 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. If a specific deficiency is not noted again within two and one-half (2 1/2) years, there shall be a presumption that improvement has taken place.

ARTICLE XIV

ARRANGEMENTS FOR SUBSTITUTE TEACHERS

- A. The Board will attempt to maintain an adequate list of substitutes. Teachers are to call the Middle School Office (386-9979) prior to seven fifteen (7:15) a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Board to arrange for a substitute teacher. However, the responsibility for providing seating charts and adequate instructions for the substitute remains with the teacher reporting unavailability.
- B. The Superintendent's office will accept a list of preferred "subs" from the teachers.
- C. Every effort will be made to secure a qualified substitute teacher when a teacher is absent for one-half (1/2) day or more. If a secondary teacher works as a substitute teacher during his conference and preparation period, he shall receive compensation of eleven dollars (\$11.00) per teaching period. Conference and preparation periods may be used for purposes other than conference and preparation when this is necessary in the judgment of the principal. Substitute teaching during the conference and preparation period is mandatory for all secondary teachers when requested by the principal. All X-hour teachers shall be exempt from having to substitute during the last period. After ten (10) teaching assignments to an extra hour of teaching, the teacher shall be paid at his regular rate. Elementary teachers shall receive like benefits. Hourly rate shall be defined as the annual salary divided by (183 x (5 or 6)) depending on the number of classes taught in a normal secondary school schedule.

ARTICLE XV

DISCIPLINE OF TEACHERS

- A. No teacher shall be disciplined without just cause. The term discipline as used in this agreement includes warnings and reprimands.
- B. Discipline of teachers shall be subject to the grievance procedure, provided that in the case of probationary teachers, the Board may give such notices as shall be required or permitted by the Michigan Tenure Act during the pendency of any grievance, and as to teachers on tenure or continuing contracts, pending grievances shall be held in abeyance upon the filing of written charges under the Michigan Teacher Tenure Act and Tenure Act shall thereafter govern all proceedings against the teacher.
- C. Any disciplinary action taken against the teacher shall be appropriate to the behavior which precipitates said action.

ARTICLE XVI

TENURE

- A. The Board and the Association shall be governed by provisions of the Michigan Teacher Tenure Act, as amended.
- B. Each probationary teacher shall be assigned a Tenure Sponsor before the opening of school in September. Provisions regarding the assignment, duties, and responsibilities of the Board and the Association regarding Tenure Sponsors are outlined below:
 1. Principals will appoint the Tenure Sponsor for each probationer. This appointment shall be made from a list of eligible sponsor candidates submitted to each building principal by the CEA no later than June 1st of the previous school year. The list will contain the names of at least one third more qualified sponsor candidates acceptable to the principal than there are probationers in the building, if possible.
 2. The principal shall use his discretion in making Sponsor Assignments. The Sponsor (a tenure teacher) shall be selected from the same department, or from a closely related position, whenever practicable. The principal shall notify both the probationer and the Sponsor of the assignment. Sponsor assignment changes may be made at the request of the Sponsor, probationer, principal or Association.
 3. A joint meeting of probationers, Sponsors and building representatives shall be convened by the CEA within four (4) weeks after the assignment of Sponsors in the fall. At said meeting each building Principal, or his designee shall review the methods and schedule for teacher evaluation to be used during the year and provisions of the Michigan Teacher Tenure Act. An Association representative shall outline the Sponsor's duties.
 4. The principal and probationer will meet formally at least once each semester, or more often as needed, to discuss evaluations and any other matters of concern. The Sponsor or Building Representative shall attend these meetings, unless the probationer elects not to have a Sponsor or Building Representative present. Additional meetings may be requested by any of the parties concerned.

- C. All teachers shall be notified in writing when placed on continuing tenure.
- D. Each principal shall meet once each year with each tenure teacher on his staff, or more frequently if needed. The purpose of this meeting will be to discuss mutual concerns and any evaluations made during the year.

ARTICLE XVII

SCHOOL CALENDAR

- A. For the term of this agreement the school calendar shall be set forth in Schedule A-1, A-2 and A-3. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association, except that the Board (after consultation with Association) may schedule additional days of student instruction if this becomes necessary for full state aid.
1. Any additional student attendance days that are required in order for the District to qualify for full state aid under provisions of Public Act 237 shall be added beginning with the first week day following the last scheduled student attendance day. The teacher work day shall be subsequently scheduled on the first week day following the last required make up day. No student attendance days or teacher work days shall be scheduled unless required in order for the District to receive full state aid.
 2. For the first five (5) required additional student attendance days referred to above, teachers shall receive no additional compensation. For each of the next eight (8) required additional student attendance days teachers shall be compensated at the daily rate of the BA base. (1988-89 - \$107/day, 1989-90 - \$113/day, 1990-91 - \$119/day.) For any required additional student attendance days over thirteen (13), teachers shall receive no additional compensation.
- B. The Association and the Board recognize the need to conduct parent-teacher conferences, hold in-service training meetings for teachers and inform the public regarding the operation of the school system. In order to further these purposes, the following understandings have been reached:
1. There will be scheduled formal parent-teacher conferences at all grade levels from 1:00 - 4:00 P.M. on the first day; 1:00 to 4:00 and 5:00 to 8:00 P.M. on the second day, with school dismissed at 12:00 noon on the third day and teachers allowed to leave with students on that day. Two additional days from 3:30 to 5:00 P.M. may be scheduled if necessary to complete conferences.

2. Also in order to better inform parents regarding the operation of their schools, it has been agreed that there will be scheduled one two-hour evening meeting for parents for the purpose of conducting a special program or open house.
3. It has been agreed that there may be scheduled two one-hour in-service training meetings for teachers on school days during the school year from 3:45 to 4:45 p.m., (these meetings will be in addition to regular staff meetings). The Board may also elect to dismiss students at noon on one other school day for the purpose of holding in-service training meetings from 1:00 p.m. to 4:30 p.m.

ARTICLE XVIII

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedules B-1 (1988-89), B-2 (1989-90) and B-3 (1990-91) which are attached to and incorporated into this Agreement. Schedule B-1, is effective August 17, 1988, and will remain in effect until August 16, 1989. Schedule B-2 will become effective on August 17, 1989, and will remain in effect until August 16, 1990. Schedule B-3 will become effective on August 17, 1990 and will remain in effect until August 16, 1991. Employees with extra duty salary may elect to have their extra duty pay in one lump sum.
- B. The Board shall effect a change in salary status for professional personnel during the year when a staff member achieves an additional educational level, and salary will be adjusted accordingly at the beginning of the next semester. A written application for adjustment and supporting documents required must be filed with the District before salary adjustments will be made.
- C. Teachers having a given number of years of teaching experience credit on the salary schedule plus any fraction equal to or more than one-half (1/2) year of additional experience will receive the salary allowed for said number of years plus one-half (1/2) the full increment allowed for one (1) full year additional experience. Teaching experience shall be interpreted to mean full-time teaching under contract, or written agreement, with a public or private school. It shall be the teacher's responsibility to provide written proof of such experience upon request of the Board.
- D. In figuring payment, or deduction of days, computation shall be based on the sum of:
1. One hundred and eighty (180) days of scheduled student instruction each school year.
 2. Two (2) record days when teachers shall be on duty.
 3. One (1) pre-school conference day.
- E. Teachers involved in the extra duty assignments set forth in Schedules C-1 and C-2, which are attached to and incorporated in this Agreement, shall be compensated in accordance with provisions of this Article and the annexed schedules. These provisions and schedules shall be made a part of the individual teacher contracts wherever they apply. Additional compensation for extra duty is to be based

on the step of salary schedule corresponding to the number of years experience the individual has in that specific duty. The Board reserves the right to add to or subtract from the list of extra duties for which compensation is provided. The Association shall be advised of any such additions, deletions and adjustments within thirty (30) days of the date they are made. It is understood that the part of an individual teacher contract stipulating additional compensation for a teacher performing extra duties has a non-tenure status. For a teacher who has attained continuing tenure as a classroom teacher, failure of the Board to reemploy such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra sessions, as amended.

- F. Teachers salaries shall be paid in twenty (20) or twenty-six (26) equal payments at the teacher's option, beginning no later than the second Friday following the beginning of the school year and bi-weekly thereafter.

Teachers must notify the Board by January 13, 1989 of their pay option selection for the 1988-89 school year. Thereafter teachers must notify the Board of any changes in pay option selection by the last scheduled work day of the preceding year. At the close of the school year teachers on a twenty-six (26) payment schedule will be paid the balance in one (1) sum at the close of the school year.

Compensation for extra duties may be paid at the teacher's option or in a lump sum upon duty completion.

- G. Nothing herein shall prohibit the Board from paying certificated personnel at the rates established in Schedule B-1 and B-2 for work performed as a result of extensions of individual teacher contracts.
- H. Summer recreation programs shall be specifically exempted from the terms of this agreement.
- I. A new teacher in the Clare Public Schools may be given up to ten (10) years of experience credit on the salary schedule for teaching experience gained outside of the Clare District.
- J. Reimbursement of teacher expenses for authorized job connected travel, and attendance at meetings and conferences, shall be computed in accordance with the Board policies and Administrative Rules in effect at the time the service is performed.

ARTICLE XIX

BOARD SUPPORT OF TEACHERS

- A. The Board recognizes its responsibility to continue to give support and assistance to all teachers with respect to the maintenance of control and discipline. The Association recognizes that each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom.
- B. Suspension of students from school may be imposed only by the superintendent, or principal, or their designated representative. Teachers and administrators will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher, or other measures short of suspension, may first be exhausted. In order to expedite transfer of students to other teachers when warranted, the school principal may assign more than one teacher to the instruction of required subjects when feasible.
- C. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board and its agents, or required by law. The Association also recognizes that all disciplinary actions and methods invoked by teachers shall be reasonable and just and that disciplinary problems are less likely to occur when classes are well taught and where a high level of student interest is maintained.
- D. It shall be the responsibility of the teacher to report to his principal the name of any student, who in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, provide records or written reports as may be needed to assist in working with these students. The teacher shall also, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs assistance.
- E. A teacher may temporarily exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligation will allow, full particulars of the incident. When the principal feels it is necessary, or when requested by the teacher, the principal will advise the teacher as to any corrective action taken.

- F. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student. Any assault by a child upon a teacher shall be promptly reported by the teacher to his immediate supervisor. In the event of such an assault, or if a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved may, through the Association, request assistance from the Board in such matter, including financial aid for the services of legal counsel. These requests shall be made in writing to the Superintendent of Schools who will determine whether the conduct of the teacher involved justifies any assistance from the Board, and the extent thereof. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under Workman's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
- G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and the property of pupils and the Board, but shall not be responsible for loss or damage to any such property when such loss or damage is not the fault of the teacher.
- H. No teacher (other than a nurse) shall be required to administer medication prescribed for a student.
- I. No teacher shall be required to transport any child for any reason.

ARTICLE XX

PROFESSIONAL BEHAVIOR

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, 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. The Board, in recognition of the concept of progressive discipline, shall notify the teacher of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction when such action is appropriate. Alleged breaches of discipline shall be promptly reported to the offending teacher.
- 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. This does not apply to the evaluation procedure or verbal warnings. 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, unless the urgency of the situation requires immediate action. All information forming the basis for disciplinary action will be made available to the teacher.

ARTICLE XXI

INSURANCE PROTECTION

- A. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to provide to the employee MESSA-PAK #2 for the employee and his/her entire family and any other eligible dependents as defined by MESSA.

MESSA-PAK #2, Super Care I, Plan A, consists of: LTD 60%, Plan 1, 90 cal. day mod. fill, \$2,500 maximum, Alc/drug 2 yr, Men/nerv 2 yr., SS Freeze, Delta Dental Plan D/004/60/60/60, Neg. Life \$20,000, Int. Vision.

Those employees not electing MESSA-PAK #2, Super Care I, Plan A, will select MESSA-PAK #2, Plan B. Plan B consists of: Delta Dental Plan A/006 75/50/75, Vision II, Neg. Life \$30,000, LTD 60% same as above in Plan 1.

- B. The Board shall make payment of insurance premiums for each teacher to assure insurance coverage for the full twelve (12) month period commencing July 1. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- C. A single payroll deduction shall be available for all additional MESSA Programs.
- D. The Board agrees to provide the above mentioned insurance coverage at no cost to the employee until September 1, 1990. Negotiations concerning health insurance coverage for the 1990-91 school year (and up to two (2) additional issues - one determined by the Board and one by the Association (Salary shall not be an issue.)) shall commence no later than March 1, 1990. Should the parties fail to reach an agreement on health insurance coverage by September 1, 1990, then the Board shall provide the coverage identified above and pay the full 1989-90 premium plus 75% of the difference between the 1990-91 premium and the 1989-90 premium (if any). The employee shall pay 25% of the difference between the 1990-91 premium and the 1989-90 premium (if any). (Employee payment shall be reimbursement to the district through payroll deduction in equal payments throughout the school year.) The employee shall be responsible for the 25% portion of premium increase retroactive to July 1, 1990 or the effective date of the increase, whichever is later.

ARTICLE XXII

GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, the following Grievance Procedure shall be used.
1. A claim by a teacher(s) and/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 provided herein.
 2. Step I - The teacher(s) and/or the Association shall first present the matter to the building principal or immediate supervisor within ten (10) working days of learning of an alleged violation, misinterpretation or misapplication. If satisfaction is not obtained within ten (10) working days, the teacher(s) and/or Association may proceed to Step II.
 3. Step II - Below:
 - (a) Within ten (10) working days, the issue shall be reduced to a written grievance upon the form provided (Contract Attachment No. 1), identifying the issue or issues and stating what article or articles and section or sections of the contract are involved.
 - (b) Within ten (10) working days after the grievance has been reduced to writing, signed by the teacher(s), and/or Association, and presented, the Association's representative and the grievant shall meet with the principal or supervisor and one other member of the school administration appointed by the superintendent.
 - (c) Within ten working days, the principal or supervisor and one other member of the school administration shall write their answer to the grievance on the grievance form, and the principal or supervisor, and one other member of the school administration and two Association's representatives shall sign showing their concurrence or nonconcurrence.
 - (d) Within ten (10) working days of receiving the decision reached in Step II, if the teacher(s) and/or Association are not satisfied with the results, they may proceed to Step III by so indicating in writing to the Superintendent.

4. Step III - Within ten (10) working days or receipt of written notification by the superintendent, a meeting will be held between three (3) representatives of the Association and three (3) representatives of the Board. If satisfaction is not achieved at this meeting, the teacher(s) and/or Association may proceed to Article XXIII, Binding Arbitration.

ARTICLE XXIII

ARBITRATION (STEP IV OF GRIEVANCE PROCEDURE)

- A. Any grievance remaining unsettled at the conclusion of the Grievance Procedure outlined in Step III of this Agreement may be submitted to arbitration by either the Board or the Association under the following conditions:
 1. The matter to be arbitrated must concern the application or interpretation of this agreement, either as to the meaning of its terms or as to the rights of either party under these terms, or as to whether some action which has been taken is justified according to these terms.
 2. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within ten (10) working days of the conclusion of Step III of the Grievance Procedure, except that either party may request in writing an extension of time to notify, but in no event shall such time limit be extended beyond forty-five (45) calendar days after the conclusion of Step III of the Grievance Procedure. Such notification shall identify the grievance and the issue and shall state what part, or parts, of the contract is, or are, involved. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
 3. Within five (5) days after receipt of such written notice, provided for in paragraph two (2) above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties.
 4. The rules and guidelines of the American Arbitration Association shall be followed.

5. The arbitrator may interpret this Agreement and apply it to the particular case submitted to him, but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement, nor shall he have any authority to limit or change any policies, practices or rules, except as they may involve an application or interpretation of this Agreement; nor shall he have any authority to formulate, or add any new policies or rules, nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement. In the event any disciplinary action taken by the Board is made the subject of an arbitration proceeding, the arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the question of whether the teacher involved had been discipline for proper cause. If the arbitrator finds that the penalty assessed by the Board is excessive for the offense or offenses committed, he may modify that penalty. It is further understood that salary schedules incorporated in this agreement shall not be subject to arbitration and the arbitrator shall have no authority to establish or change any salary schedule. The arbitrator shall have no authority to rule on any issue or dispute arising under or in connection with any Pension Plan or Insurance Program.
 6. The arbitrator's fees and expenses shall be borne equally between the Association and the Board.
- B. Retroactive Adjustments - No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.
 - C. Withdrawal of Cases - A case which an arbitrator has been given authority to rule shall not be withdrawn except by mutual consent of the parties to this Agreement.
 - D. Decisions Final - The decision of the Arbitrator shall be final and binding upon the Board, the Association and the teacher or teachers involved, unless the arbitrator's decision is in conflict with the laws of the State of Michigan.

ARTICLE XXIV

CONTINUITY OF OPERATION

- A. The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan) by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section ten (10) of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather, and nothing shall require teachers to report to work in such circumstances.

ARTICLE XXV

NEGOTIATION PROCEDURES

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation and terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. During the term of this Agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiate or signed this Agreement. However, it is recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties will accordingly undertake to cooperate in arranging meetings, selecting representatives for discussions, furnishing necessary information and otherwise constructively considering the resolving any such matters, provided they mutually consent to such discussion.
- B. Beginning not later than May 1st of the calendar year in which this agreement expires, the Clare Education Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teachers' salaries and other conditions of their employment.
- C. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by both the Association and the Board, 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.
- D. If the parties fail to reach an agreement in any such negotiations, either party may involve the mediation machinery of the State Department of Labor Employment Relations Commission or take any other lawful measures it may deem appropriate.

E. No reprisals of any kind will be taken by either party or by any member of the administration against any Association representative or Association member or Board member or Board representative involved in Master Agreement negotiation procedures.

ARTICLE XXVI

PERSONNEL REDUCTION

- A. A teacher's services may be terminated within thirty (30) school days notice pursuant to a necessary reduction in personnel or if there is substantial decrease in the students enrolled in the school district or if there is a substantial decrease in the revenues of the school district or for other lawful reasons. The decision as to the existence of cause for necessary reduction in personnel may be the subject of a grievance.
- B. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those persons who are certified to teach in those areas or disciplines to be preserved and have the longest period of continuous service in the school district. In those cases where certification and seniority are relatively equal, other qualifications may be considered.
 - 1. In the event of lay-off, the Board will make every effort to insure that separated personnel may be placed in other teaching situations that may be under the Board's control.
 - 2. In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in the reverse order of lay-off. Recall will be initiated as soon as possible upon resolution of any financial crisis which may have precipitated the necessary reduction in personnel.
- C. Any teacher laid-off pursuant to this article shall continue to receive insurance protection, as outlined in this Agreement, until the end of the semester if financial resources are available.
- D. Additional determining criteria to be used by the Association and the Board for the seniority list and/or personnel reduction are:
 - 1. Teachers teaching half time or less shall receive half time seniority credit. Teachers teaching more than half time shall receive full time seniority credit.
 - 2. It shall be Schedule B Time not Schedule C Time, that determines seniority.

3. Seniority for all purposes under this Agreement shall be defined as length of service within the Bargaining Unit from the first date of work within the Bargaining Unit. All Bargaining Unit seniority is lost when employment is severed by resignation, retirement and/or discharge for cause. Layoff and the taking of leave(s) as provided under this Agreement shall constitute a break in service and seniority shall not accumulate during such periods.
4. A seniority list consistent with this Agreement shall be prepared by the Board by October 15 of each year. The seniority list shall be in rank order of the teachers first day of work as set forth in the preceding section. In the event more than one teacher has the same first day of work, the relative place of such teacher on the seniority list with respect to that date of work will be determined by a drawing of lots participated in by all affected teachers. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected teachers two weeks before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows Association members to attend. The Association president or his/her designee shall draw for any person unable to be in attendance. All affected teachers will be notified in writing of the results of the drawing within one week.
5. A copy of the seniority list and all subsequent updates shall be provided to the Association by October 15 of each year. Errors, omissions, and/or deletions in or to the list will be noted and made as required to conform to this agreement.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any 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, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If 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 the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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. Provided the Clare Public Schools continue to participate in the Central Michigan University or other University sponsored student-teaching programs, cooperating teachers will continue to receive remuneration in the amount the University reimburses the Board for each student teacher in addition to contractual salary. Provisions will be made for cooperating teachers to attend student teaching conferences at the University whenever possible in the opinion of the principal and/or the superintendent.

ARTICLE XXVIII

COACHES RIGHTS

A. Evaluation

1. Each bargaining unit member, upon employment in a coaching activity, shall be apprised in specific terms of his/her responsibilities. Bargaining unit members will be informed of the specific criteria upon which they will be evaluated, including evaluating form.
2. First year coaches shall be evaluated at least three times during the first year. Experienced (two years or more coaches shall be evaluated at least once per year.
3. All monitoring or observation of the work of a coach shall be conducted openly and with full knowledge of the bargaining unit member.
4. Each observation shall be preceded by an observation conference between the administrator and the bargaining unit member so that the administrator can be apprised of the bargaining unit member's objectives and methods, as well as the materials planned for the teaching-supervising situation during which the bargaining unit member is to be observed.
5. The administrator shall prepare and submit a written report and recommendation to the bargaining unit member within ten (10) working days of the observation. If an administrator believes that the bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the bargaining unit member is to improve, and from whom the assistance will be obtained. If a specific deficiency is noted again within two and one-half (2 1/2) years, there shall be a presumption that improvement has taken place.
6. The administrator shall hold a post observation conference upon request of the bargaining unit member or administrator, for the purpose of clarifying the written report and recommendations. Such a conference shall be held within ten (10) working days of the submission of the written report to the bargaining unit member.

7. A bargaining unit member who disagrees with an observation report or recommendation may submit a written answer which shall be attached to the file copy of the observation in question.

B. Due Process Hearings

1. Each bargaining unit member shall be entitled to a hearing before the full Board for the following reasons:

- 1) dismissal
- 2) suspension
- 3) non-renewal of contracts
- 4) Coaches shall be notified of parental complaints which may involve future comments on evaluations or other similar actions, including reprimands, suspensions, dismissals, etc.

Hearings for suspensions shall be held within seven (7) calendar days.

C. Grievance Procedure

1. Coaches who are members of the bargaining unit or administration may elect to proceed under the following conditions to expedite the arbitration process.

D. Expedited Arbitration

1. Upon receiving the first selection of arbitrators from the American Arbitration Association, each side may strike only two names from the list.
2. An arbitration hearing will be scheduled within thirty (30) days from the receipt of the selection of arbitrators.
3. American Arbitration rules concerning expedited arbitration will apply, negating post hearing briefs.

ARTICLE XXIX

STAFF ADVISORY COUNCIL

There shall be an Advisory Council to the Superintendent of Schools. This Advisory Council shall be composed of three (3) staff members from each school building, high, middle and primary. The nine (9) staff members shall be elected by the staff in each building during the first week of school. Term is for one year. The names of the elected members shall be sent to the Superintendent of Schools who will arrange for a meeting each month of the school year. The Superintendent shall determine the date of the first meeting, and the Council shall mutually set a regular date for the remaining months.

This committee is advisory in nature and is formed for the purpose of developing POSITIVE communication through discussion and sharing of information. The Superintendent will prepare the agenda each month, one week prior to the meeting. Items may be suggested for agenda by each member through intra-school mail.

The meetings will be no longer than two hours in length.

Members are responsible for sharing information with the faculty members in their respective buildings.

ARTICLE XXX

VOLUNTARY JOB SHARING

If two teachers either jointly or individually request to share a full-time position and it is deemed feasible by the building principal(s) involved and the Superintendent, then the request will be considered. The request must be made by no later than April 1st of the current school year. The sharing must occupy a full year. Salary and fringe benefits will be prorated on the basis of time spent in the classroom by each of the faculty members. The principal and the Superintendent will make the final determination regarding job sharing.

ARTICLE XXXI

DURATION OF AGREEMENT

This Agreement shall be effective as of the 21st day of November, 1988, and shall continue in effect until the 16th day of August, 1991. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

By _____
Negotiating Team

By _____
Its Treasurer

By _____
Negotiating Team

By _____
Trustee

By _____
Negotiating Team

By _____
Trustee

By _____
Negotiating Team

By _____
Trustee

By _____
Negotiating Team

By _____
Chairman, Negotiating Team

Date this ____ day of
_____, 1988.

SCHEDULE A-1
CLARE PUBLIC SCHOOLS
SCHOOL CALENDAR
1988-89

August 29	Teacher Work Day
August 30, 31	Student Days
September	21 Student Days
September 5	Labor Day Holiday
October	21 Student Days
November	19 Student Days
November 15	Deer Hunting Holiday
November 24, 25	Thanksgiving Holiday
December	16 Student Days
December 23 -Jan 2	Winter Holiday
January	20 Student Days
January 13	Teacher Work Day
February	20 Student Days
March	17 Student Days
March 24-31	Spring Holiday
April	20 Student Days
May	22 Student Days
May 29	Memorial Day Holiday
June 1, 2	Student Days
June 5*	Teacher Work Day

*Teachers may work on Saturday, June 3, instead of Monday, June 5, if summer plans warrant such a change. Teachers shall notify their principal if they will be working on the 3rd. Principals will be available to check teachers out on June 3, if needed.

SCHEDULE A-2
CLARE PUBLIC SCHOOLS
SCHOOL CALENDAR
1989-90

August 28	Teacher Work Day
August	3 Student Days
September	20 Student Days
September 4	Labor Day Holiday
October	22 Student Days
November	19 Student Days
November 15	Deer Hunting Holiday
November 23, 24	Thanksgiving Holiday
December	16 Student Days
December 23 -Jan 1	Winter Holiday
January	21 Student Days
January 12	Teacher Work Day
February	20 Student Days
March	17 Student Days
March 26-30	Spring Holiday
April	20 Student Days
April 13	Good Friday Holiday
May	22 Student Days
May 28	Memorial Day Holiday
June 1	Teacher Work Day

SCHEDULE A-3
CLARE PUBLIC SCHOOLS
SCHOOL CALENDAR
1990-91

August 27	Teacher Work Day
August	4 Student Days
September	19 Student Days
September 3	Labor Day Holiday
October	23 Student Days
November	19 Student Days
November 15	Deer Hunting Holiday
November 22, 23	Thanksgiving Holiday
December	15 Student Days
December 22 -Jan 1	Winter Holiday
January	21 Student Days
January 11	Teacher Work Day
February	20 Student Days
March	16 Student Days
March 25-29	Spring Holiday
April	22 Student Days
May	21 Student Days
May 27	Memorial Day Holiday
May 31	Teacher Work Day

SCHEDULE B-1
CLARE PUBLIC SCHOOLS
SALARY SCHEDULE - 1988-89

<u>STEP</u>	<u>EXPERIENCE CREDIT</u>	<u>INDEX</u>	<u>B.A.</u>	<u>B.A. +20</u>	<u>M.A.</u>	<u>M.A.+20 B.A.+50*</u>	<u>NON-DEGREE INDEX</u>	<u>NON-DEGREE INDEX</u>
1	0	1.00	19,558	20,263	20,966	21,673	.90	17,602
2	1	1.05	20,536	21,276	22,014	22,757	.925	18,091
3	2	1.10	21,514	22,289	23,063	23,840	.950	18,580
4	3	1.15	22,492	23,302	24,111	24,924	.975	19,069
5	4	1.20	23,470	24,316	25,159	26,008	1.00	19,558
6	5	1.25	24,448	25,329	26,208	27,091		
7	6	1.30	25,425	26,342	27,256	28,175		
8	7	1.35	26,403	27,355	28,304	29,259		
9	8	1.40	27,381	28,368	29,352	30,342		
10	9	1.45	28,359	29,381	30,401	31,426		
11	10	1.50	29,337	30,395	31,449	32,510		
12	11	1.55	30,315	31,408	32,497	33,593		

Increments are based on \$19,558, beginning salary for teachers with the Bachelor's Degree, \$20,263 for teachers with the Bachelor's Degree plus twenty (20) hours, \$20,966 for teachers with a Master's Degree and \$21,673 for teachers with a Master's Degree plus twenty (20) hours or the Bachelor's Degree plus fifty (50) hours.

*This schedule will apply only if the teacher has a permanent or continuing teaching certificate.

SCHEDULE B-2
CLARE PUBLIC SCHOOLS
SALARY SCHEDULE 1989-90

<u>STEP</u>	<u>EXPERIENCE CREDIT</u>	<u>INDEX</u>	<u>B.A.</u>	<u>B.A. +20</u>	<u>M.A.</u>	<u>M.A. +20 B.A. +50*</u>	<u>NON-DEGREE INDEX</u>	<u>NON-DEGREE INDEX</u>
1	0	1.00	20,634	21,377	22,119	22,865	.90	18,571
2	1	1.05	21,666	22,446	23,225	24,008	.925	19,086
3	2	1.10	22,697	23,515	24,331	25,151	.950	19,602
4	3	1.15	23,729	24,584	25,437	26,295	.975	20,118
5	4	1.20	24,761	25,652	26,543	27,438	1.00	20,634
6	5	1.25	25,793	26,721	27,649	28,581		
7	6	1.30	26,824	27,790	28,755	29,725		
8	7	1.35	27,856	28,859	29,861	30,868		
9	8	1.40	28,888	29,928	30,967	32,011		
10	9	1.45	29,919	30,997	32,073	33,154		
11	10	1.50	30,951	32,066	33,179	34,298		
12	11	1.55	31,983	33,134	34,284	35,441		

Increments are based on \$20,634 beginning salary for teachers with the Bachelor's Degree, \$21,377 for teachers with the Bachelor's Degree plus twenty (20) hours, \$22,119 for teachers with a Master's Degree and \$22,865 for teachers with a Master's Degree plus twenty (20) hours or the Bachelor's Degree plus fifty (50) hours.

*This schedule will apply only if the teacher has a permanent or continuing teaching certificate.

SCHEDULE B-3
CLARE PUBLIC SCHOOLS
SALARY SCHEDULE 1990-91

<u>STEP</u>	<u>EXPERIENCE CREDIT</u>	<u>INDEX</u>	<u>B.A.</u>	<u>B.A. +20</u>	<u>M.A.</u>	<u>M.A.+20 B.A.+50*</u>	<u>NON-DEGREE INDEX</u>	<u>NON-DEGREE INDEX</u>
1	0	1.00	21,872	22,660	23,446	24,237	.90	19,685
2	1	1.05	22,966	23,793	24,618	25,449	.925	20,232
3	2	1.10	24,059	24,926	25,791	26,661	.950	20,778
4	3	1.15	25,153	26,059	26,963	27,873	.975	21,325
5	4	1.20	26,246	27,192	28,135	29,084	1.00	21,872
6	5	1.25	27,340	28,325	29,308	30,296		
7	6	1.30	28,434	29,458	30,480	31,508		
8	7	1.35	29,527	30,591	31,652	32,720		
9	8	1.40	30,621	31,724	32,824	33,932		
10	9	1.45	31,714	32,857	33,997	35,144		
11	10	1.50	32,808	33,990	35,169	36,356		
12	11	1.55	33,902	35,123	36,341	37,567		

Increments are based on \$21,872 beginning salary for teachers with the Bachelor's Degree, \$22,660 for teachers with the Bachelor's Degree plus twenty (20) hours, \$23,446 for teachers with a Master's Degree and \$24,237 for teachers with a Master's Degree plus twenty (20) hours or the Bachelor's Degree plus fifty (50) hours.

*This schedule will apply only if the teacher has a permanent or continuing teaching certificate.

SCHEDULE C-1
CLARE PUBLIC SCHOOLS
ADDITIONAL COMPENSATION FOR MISCELLANEOUS EXTRA DUTIES

POSITION	PERCENT OF SALARY
Band	10%
Year Book Advisor (If not part of a classroom assignment (1))	5%
Future Farmers of America (1)	5%
Director of Guidance, Testing and Research (1)	6%
Debate (1)	4 1/2%
Dramatics (For each of two plays) (1 or 2)	6%
Secondary School Vocal Music (1)	5%
Senior Class Sponsor (1)	2%
Junior Class Sponsor (1)	2%
Departmental Chairman	
Five teachers, or more in the Department	2 1/2%
Under five teachers in the Department	1 1/2%
Grade Level Chairman \$100 (6 Primary and 5 Middle School)	
Driver Education	
	1988-89 - \$12.10 per hour
	1989-90 - \$12.77 per hour
	1990-91 - \$13.54 per hour
Adult Education	
	1988-89 - \$14.09 per hour
	1989-90 - \$14.86 per hour
	1990-91 - \$15.75 per hour

1. Chaperoning spectator bus has been included in the job description as a responsibility of the cheerleading coach. If more than one spectator bus is needed for any athletic contest, chaperoning on the part of the other faculty members will be strictly on a non-paid volunteer basis.

2. Departmental and Grade Level Chairmen will be appointed by the building principals. The Director of Guidance will be expected to serve on the High School Faculty Council as a part of his extra duty responsibilities and compensation and will not receive the amount awarded Departmental and Grade Level Chairmen.

SCHEDULE C-2
CLARE PUBLIC SCHOOLS
ADDITIONAL COMPENSATION FOR EXTRA DUTY ATHLETIC COACHES

POSITION	PERCENT OF SALARY
Football	
Head and Varsity (1)	10%
Coordinator (1)	7%
Junior Varsity (1)	7%
Assistant Coaches (2)	6%
Basketball	
Boys' Head and Varsity (1)	10%
Boys' Junior Varsity (1)	7%
Boys' Freshman (1)	6%
Junior High (4) (Both Boys' and Girls')	4%
Girls' Head and Varsity (1)	10%
Girls' Junior Varsity (1)	7%
Baseball	
Head and Varsity (1)	7%
Junior Varsity (1)	5%
Softball	
Head and Varsity (1)	7%
Junior Varsity (1)	5%
Track	
Boys' Head (1)	7%
Boys' Assistant (1)	5%
Girls' Head (1)	7%
Junior High Track (3)	4%
Cross Country (1)	7%
Girls' Assistant (1)	5%
Golf (1)	5%
Ski (1)	7%
Cheerleading--Head (1)	7%
Assistant (1)	5%
Wrestling (1)	7%
Volleyball	
Head and Varsity (1)	7%
Junior Varsity (1)	5%
Intra-Mural High School - Basketball	4%

PROFESSIONAL GRIEVANCE REPORT
CLARE PUBLIC SCHOOLS
(Contract Attachment No. 1)

Grievance Number: _____

School Building: _____

Teachers' Assignment: _____ Date cause of
Grievance Occurred: _____

Date Grievance was First Presented to Building Principal or Supervisor: _____

Date of Filing Written Grievance: _____

STATEMENT OF THE GRIEVANCE (including article and section of Master Agreement
allegedly violated, misinterpreted, or misapplied):

RELIEF SOUGHT:

Signature of Association Representative: _____

Signature of Grievant: _____
(use space below for additional signatures if more than one grievant.)

Date: _____

PRINCIPAL, (OR SUPERVISOR) AND OTHER ADMINISTRATOR'S DISPOSITION:

Signature of principal or supervisor

Signature of Administrator Appointed
by Superintendent

ASSOCIATION'S DISPOSITION: SATISFACTORY UNSATISFACTORY

DATE: _____

Signature of Association Representative

APPLICATION TO PROCEED TO STEP III OF GRIEVANCE PROCEDURE:

Date: _____

The Association and the teacher, or teachers, indicated below hereby provide notice as required by the Master Agreement that they desire to proceed to Step III of the Grievance Procedure.

Signature of Association Representative

Signature of Grievant
(Use space below for additional signatures
if more than one grievant.)

SUPERINTENDENT'S ENDORSEMENT SCHEDULING REQUIRED MEETING BETWEEN OFFICERS OF THE ASSOCIATION AND REPRESENTATIVES OF THE BOARD:

DATE: _____

Superintendent's Signature

DISPOSITION OF GRIEVANCE BY BOARD REPRESENTATIVES:

DATE: _____

Signature of Board Representative



