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CLINTONDALE EDUCATION ASSOCIATION
MEA/NEA LOCAL 1

MASTER AGREEMENT

1993 - 1996

EXTENDED
1996-1997
1997-1998

Clintondale Community Schools
Board of Education

Clintondale Community Schools

PROFESSIONAL AGREEMENT
1993 - 1998
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PREAMBLE

This Agreement entered into this 24th day of April 1993, by and between the Board of Education of the Clintondale Community School District, Macomb County, Michigan, hereinafter called the "Board", and the MEA-NEA LOCAL 1, hereinafter called the "Association", an affiliate of the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA".

WITNESSETH:

WHEREAS, the board and the Association recognize and declare that providing a quality education for the children of Clintondale is their mutual aim and that the character of such education depends upon the quality and morale of the teaching services, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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

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

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

ARTICLE I
Recognition

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified teacher personnel, including social workers and psychologists, under contract. Such representation shall exclude:

1. Superintendent
2. Deputy Superintendent
3. Assistant Superintendent
4. Principals
5. Assistant Principals
6. Athletic Director
7. Business Manager
8. Director of Pupil Personnel and Special Services
9. Director of Curriculum
10. Director of Community Services, Adult Education and Federal Projects

11. Director of Vocational Education
12. Substitute Teachers
13. Any Other Personnel Excluded by Law

Currently there exists coordinators for vocational education, special needs, and adult education. The Board agrees to discuss with the Association any plan to upgrade these coordinator positions to director, prior to such time as such plan would be implemented.

The adult education coordinator shall be responsible to one immediate supervisor as designated by the Superintendent.

The term "Teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit as above defined.

The Board agrees not to hire, or compensate any teacher in any manner contrary to any provision of this Agreement.

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

Copies of this Agreement, titled "Master Agreement between the Clintondale Board of Education and the MEA-NEA Local 1" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish seventy-five (75) copies of the Master Agreement to the Association for its use.

ARTICLE II

ASSOCIATION, BOARD AND TEACHER RIGHTS

A. Board Rights. The Board retains all rights and powers conferred upon it by the Constitution and Laws of the State of Michigan and of the United States including the right to manage the school system, establish curriculum content, hire, transfer, assign, discharge or retain teachers in positions within the system, and to determine the methods, means, and personnel to operate the system, except as limited by the express provisions of this Agreement or the applicable laws of the State of Michigan or the United States of America. The retention of these rights and powers, however, does not affect the right of the Association to negotiate these rights and powers insofar as they are negotiable.

B. Association Rights. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that professional employees of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for their mutual aid and protection. As a duly elected body 0exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to all aspects of employment or utilization of employee services by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as agreed to in this Master contract.

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

D. There shall be one duly designated Association representative (Building Representative) for each school building to be selected in a manner determined by the Association. The identity of each Building Representative shall be certified in writing to the Board or its representatives. The Association may also designate and certify an alternate for each Building Representative at any time the latter is unavailable or disqualified.

E. The Association and its representatives shall be permitted to conduct official business on school property at reasonable times, provided that the leaving of one's building has been cleared through building administrators providing there is no interference of school operations. The Board shall provide office space if feasible.

F. The Association shall have the right to use school equipment at reasonable times so long as it does not interfere or inhibit regular school use. The Association will supply its own materials.

G. The Association shall have the right to bulletin board space and mail facilities in each building.

H. The Board agrees to make available for examination and for copy, by an authorized representative of the Association, all material that has been prepared regarding the financial resources and tentative budgetary requirements and allocations of the District. Further, the Association agrees to furnish or make available for copy to the Board upon request, any information in its possession, not of confidential nature, the Board needs for the purposes of collective bargaining that is not otherwise readily available to the Board.

I. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

J. 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 provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

K. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

L. 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 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.

M. 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. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.

N. The Association and its representatives shall have the right to use school buildings upon notification, excluding the Central Office, at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore.

ARTICLE III
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20) of such dues from the regular salary check of the teacher for ten months, beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

B. Any teacher who is not a member of the Association in good standing or who does not make application for membership by September 8 shall, as a condition of employment, pay as a fee an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this Article. In the event that a teacher shall not pay such fee directly to the Association by September 30 or authorize payment through payroll deductions, as provided in Paragraph A, the Board shall terminate the employment of such teacher at the end of the school year.

The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

MEA-NEA, Local 1, agrees to indemnify the Board and its Administrators and save them harmless from any and all claims, demands, awards, fees, costs, suits or damages which may be imposed for any action or inaction by the Board in its attempts to comply with provisions of this Article.

C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association these sums. The Association agrees to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article and not otherwise available to the Board.

D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make timely remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions, or any other plans or programs jointly approved by the Association and the Board. The Board shall deduct city income taxes when the Macomb Intermediate School District provides such services.

ARTICLE IV

TEACHER'S SCHOOL DAY

A. The regular school day for the high school and elementary school teachers shall not exceed seven and one-quarter (7-1/4) consecutive hours. The regular teacher day for middle school teachers shall not exceed seven (7) consecutive hours. The regular teacher's school day will begin not less than ten (10) minutes before the start of the student's day and will end no earlier than ten (10) minutes after the end of the student's day, and will include classroom instruction time, planning and conference time, general supervision of students' time, lunch time and travel time (for those who teach in more than one building in one day).

A teacher in the Middle School shall be assigned six (6) teaching periods. In the event that the Middle School utilizes the "Teamed" Concept of teaching, each teacher shall be assigned only five (5) teaching periods, a Team planning period, and a personal planning period per day. In this case the Letter of Intent dated September, 1986 RE: Middle School preparation period reporting time between MEA/NEA Local I and the Clintondale Community School District Board of Education, shall be considered invalid.

In the event that the Middle School utilizes a traditional concept of teaching or reverts from the "Teamed" concept to a traditional concept, each teacher shall be assigned six (6) teaching periods per day. In this case, the Letter of Intent dated September, 1986 RE: Middle School preparation period reporting time between MEA/NEA Local I and the Clintondale Community School district Board of Education, shall be considered valid.

The Board agrees to schedule a five (5) teaching period day for teachers in the High School.

The preparation/conference period will be equivalent in length to a normal class period at the high school and middle school. There will be a daily forty-five (45) consecutive minute preparation period at the elementary schools. This elementary preparation period will be scheduled, in most instances, at the end of the teachers contact time with students. These teachers may leave ten (10) minutes after the students dismissal rather than remain in school to complete their scheduled preparation period at the end of the school day. It is not the intention of the Board, however, in making these allowances to interfere with the ability of the principal of the school to schedule staff meetings and parent conferences during the regularly scheduled preparation periods.

The duty-free lunch period will not be less than thirty (30) minutes for all Secondary teachers. The duty-free lunch period will not be less than forty-five (45) minutes for all elementary teachers.

No teacher shall be required to supervise more than one (1) of the two (2) recess periods.

B. Consultants (all counselors, social workers, psychologists, teacher consultants, speech therapists) and teacher specialists will receive preparation/conference time comparable to other classroom teachers working at their grade level.

C. Any teacher who agrees to cover a class or portion of a class during his/her regular school day shall be paid in addition to his/her regular salary (Appendix B) the amount of Three Dollars and Seventy-five cents ($3.75) for each fifteen (15) minute segment; and any teacher who teaches any class in addition to his/her regular salary (Appendix B.1) an amount equal to one-sixth (1/6) of said salary.

D. Teachers shall not be required to attend more than three (3) evening meetings per year between 7:00 and 9:00. Evening parent/teacher conferences shall be classified as evening meetings.

E. Teacher specialists, who will be made available a minimum of thirty (30) minutes per class per week to assist elementary teachers, shall be defined as teachers who instruct the entire class in a specific subject, such as art, vocal music, reading, physical education and library skills.

Elementary classroom teachers will consult with teacher specialists for the teaching and utilization of necessary skills and activities to be taught. Classroom teachers shall not be expected to remain in the classroom with the specialist. The teacher is expected to return to the classroom prior to the end of the special activity.

F. A teacher engaged during the school day in any grievance hearing or arbitration shall be released from regular duties.

G. Teachers may be required to attend a faculty meeting one-half (1/2) hour before the school day begins or one-half (1/2) hour after the school day ends each week or one (1) hour every two weeks. Teachers will be given a minimum of two (2) days notice of the intent to hold a one (1) hour faculty meeting unless an emergency dictates otherwise.

ARTICLE V
SPECIAL EDUCATION

A. The Board will make every effort to place students designated as special education students into proper special education classes. Any teacher who believes that a student may qualify as a special education student may refer that student to the principal for processing by special services.

B. Students considered to be in need of special services by the school psychologist will be considered by the Individualized Educational Planning Committee. Placement by this committee should be by majority vote in the absence of any legal requirement to the contrary. The referring and receiving teacher, if ascertained, will be extended the opportunity to attend and participate as a member of the Individualized Educational Planning Committee.

C. All Educational Placement and Planning Committee members will be notified of the committee meetings not less than one (1) week prior to the meeting, and committee meetings shall be held at a time when all committee personnel can attend.

D. A designated room shall be provided in each school building for the use of the Special Services staff during their scheduled visits to the building.

E. When a special education student is placed in a regular classroom, the receiving teacher will be provided with a written copy of the individual educational plan and any other pertinent information for said student.

F. In order to insure the best educational programs for all children in the district (both the regular classroom child and the special education child), the following guidelines shall be adhered to:

1. Any regular classroom teacher with two (2) certified special education students from a special education classroom program will not have any additional integration of special education students without prior consultation with the building principal.

2. Special education students who are integrated into the regular classroom during the school year, shall be integrated after consultation with the receiving teacher, and at a time that best facilitates the educational continuity of the entire class, but not later than five (5) calendar days following the meeting of the Individual Educational Placement Committee; provided, however, that such placement shall comply with the laws and regulations pertaining to mainstreaming special education students as promulgated and administered by the Macomb County Intermediate School District.

3. Both the sending and the receiving regular classroom teacher, if ascertained, and the special education teacher shall be invited to the Individual Educational Program Committee meetings whenever a change in the student's status is necessary.

4. Class size shall be considered as one factor when mainstreaming certified special education students in a regular classroom program.

5. Every bargaining unit member shall have access to a copy of P.A. 451, P.L. 94.142, the Macomb ISD plan for delivery of special education programs and services, and any special education rules, regulations and/or guidelines.

6. Prior to the mainstreaming of a special education student, the regular classroom teacher shall receive, if requesting it, any of the following:

   (1) A brief overview of the program, the law and the concept of mainstreaming. This will be provided by either the program supervisor, or a designated staff member. Audiovisual aids will be utilized.

   (2) A face-to-face conference between the general education teacher and the special education teacher in order to inform the general education teacher in regard to student information.

   (3) An opportunity to cooperatively plan the actual mainstreaming of the student between the two teachers.

G. When a special education student is placed in a regular classroom, the receiving teacher will be provided with a written copy of the Individual Educational Plan and any other pertinent information for said student. Further, the teacher will meet with the teacher consultant or special education teacher during the Teacher's preparation and conference period on the student's Individual Educational Plan. Such meeting will take place within three (3) school days of placement at which time the receiving teacher will have the opportunity to cooperatively plan the student's Individual Educational Plan. The building principal will provide release time, if necessary, for the receiving teacher to plan the Individual Educational Plan.

H. The Board will provide training for regular education teachers receiving handicapped students and all teachers having to serve medically fragile students. Teachers shall not be required to administer tracheotomy, suctioning, clean intermittent catherization, and tube feeding to students.

I. The Board/Administration and the Association will appoint a standing committee to discuss any unique situations which may develop as a result of mainstreaming special education students.

ARTICLE VI
TEACHING CONDITIONS

A. Class Size. The Board shall strive toward ideal classroom pupil-teacher ratios. In determining such ratios, the Board shall consider among the pertinent factors:

(a) Teacher effectiveness including individual attention, multi-learning activities, span of control, parent-teacher communications, clerical burden, available work stations, and flexible groupings;

(b) Physical design of classrooms, including room size, the flexibility of the room and facilities for vision, hearing and group work, health and safety;

(c) Manpower supply, including availability of qualified personnel for classroom and special areas for curriculum at the time of need;

(d) The financial status of the District.

The desired goal is thirty (30) secondary students and twenty-eight (28) elementary students per class, except choir, band, physical education, homeroom, studyhall and typing classes. The desired goal for kindergarten through third grade elementary is twenty-seven (27) students per class.

{The maximum number of students permitted in a classroom shall not exceed the desired goal by twenty (20%) plus one (1) student except for secondary social studies and english classes which shall not exceed the desired goal by twenty (20%) percent.}

{At such time as any other class size exceeds twenty (20%) percent over the desired class size including split classes for more than twenty (20) school days in any one fourth (1/4) of the school year, except choir, band, physical education, homeroom and study hall classes, the affected teacher shall be paid the sum of two hundred fifty ($250.00) dollars.}

At such time as the desired class size objective is exceeded by ten (10%) percent, the involved principal, teacher, Association and Board representative shall meet to explore methods to relieve the situation. Agreed to changes shall be put into effect before the limit is exceeded by twenty (20%) percent. The maximum number of students permitted in a secondary classroom shall not exceed the desired goal by twenty (20%) percent.

The Board and the Association recognize that split classes are generally undesirable. Where it is deemed that a transfer of students from one teacher to another may be desirable, said transfer will be made only after consultation with the teachers involved. If a split is created, the Association and the Board will meet with the administrator and the teachers in the affected building to determine the configuration of the class based upon the best interest of the students, parents, and school district.

This means our maximum class size K-3 will be 33 and at grades 4-6 it will be 34.

It is the intention of the Board to comply with State law and mandatory regulations of the State in establishing class sizes for all Special Education class rooms. Should such limits be exceeded, a correction will be made within forty-five (45) days of such date.

B. The Board agrees to keep the schools reasonably equipped and maintained.

C. The Board agrees to provide a professional library, centrally located, with bibliographies available in each building.

D. The Board agrees to continue to provide typing, duplicating, stencil and mimeograph facilities for the use of teacher in the preparation of instructional materials.

E. The Board shall provide areas for teachers to safely

store valuables.

F. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provisions for such facilities will be made in all future buildings.

G. Telephone facilities will be available for faculty use. A teacher, upon request, will be able to use a phone that is so located so as to guarantee the confidentiality of the nature of the call.

H. Teachers shall have the right to install and maintain vending machines in the faculty lounges. The Board will have no liability for the machines or control over the proceeds from such machines.

I. Adequate off street assigned parking facilities will be provided and properly maintained for teacher use.

J. Teachers will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

If there is an immediate danger, the teacher will consult with the principal. If the teacher and principal do not agree as to the immediate danger and need for action, the teacher will consult with the building representative. If the building representative and the teacher agree on the need for immediate action, they may immediately consult with Central Office without fear of reprisal.

K. Policies affecting attendance, record keeping, and report cards shall be reasonably uniform at each appropriate instructional level throughout the District; provided, however, that this does not preclude the administration from utilizing trial procedures from time to time.

ARTICLE VII
DEPARTMENT CHAIRPERSONS

Any department organized and authorized as a department by the school principal shall select a department chairperson. In the event the department fails or refuses to select a department chairperson, the principal may appoint a chairperson for the department. Chairpersons will serve for one (1) year. Chairpersons will not have supervisory authority or responsibility.

ARTICLE VIII
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. The employment of new teachers whose certification is based on the Michigan full year permit is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person. The employment of annual authorized teachers is permitted for positions in which a fully certified teacher cannot be hired.

B. A person with a Bachelor's Degree who is eligible for the Michigan substitute permit shall be employed only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person. In no event will such a person be employed in a regular full-time position for more than two (2) consecutive years.

C. New persons with less than a Bachelor's Degree who are eligible only for the Michigan substitute permit shall be employed by the Board on a day-to-day substitute basis and for no more than ninety (90) days per school year.

D. Assignments outside the scope of the teacher's certificate and major or minor field or North Central Association criteria will not be made without just cause and all such assignments will be made in compliance with state regulations and notifications of these assignments will be made to the Association.

E. <u>Notification of Assignments</u> - The following procedure will be followed for notification of teaching assignments for the forthcoming year:

1. Teachers will be tentatively assigned to their buildings for the next school year by the Personnel Office.

2. Building Principals will meet with their teachers to inform them in writing of their tentative individual teaching assignments for the forthcoming school year, no later than one (1) week before the last day of school.*

3. Teachers will be given written notice by the Building Principal designating their building assignments, grade level and teaching subject for the forthcoming school year no later than the last day of school, unless an emergency situation occurs.

Teachers in Special Education or Special Services Department shall be assigned in accordance with the above procedures by the Director of Special Services.

*The Building Principal will provide the Personnel Office with a copy of the teacher's tentative assignments at that time.

If a change in the teacher's assignment is necessary, a meeting will be held with the building principal at the teacher's or Association's request. The affected teacher or teachers may request the presence of an Association representative at such meeting. A change in assignment will not be made without rationale being provided in writing by the Building Administrator or Director to the teacher(s) and the Association. In no event will changes in teaching assignments be made later than the tenth (10th) day of August preceding commencement of the school year, unless an emergency situation occurs.

F. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the district. Others holding such assignments will be employed on an "AT-WILL" basis.

G. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority group personnel.

H. All professional staff assigned to a building full time (except special services personnel) will be responsible to their assigned administrator(s). Special services and vocational education personnel will be responsible to one administrator. The assigned administrator or the administrator's designee will be responsible for evaluating the personnel responsible to him/her.

I. The Board will provide written notification of any change in the employment status of bargaining unit personnel and the effective date of hire for any bargaining unit personnel to be covered by this agreement at such time as said status becomes effective by Board approval.

J. The Administration shall post a written notice of all vacancies occurring between the first day of school in September

and June 15 in a prominent or mutually agreeable location in each school and the Administration Building. The notice shall include any requirements for application and hiring and, when applicable, all available job descriptions. A copy of the written notice shall be provided to MEA-NEA Local 1 and the Association President on or before the date of posting.

K. The Board shall employ a minimum of three (3) and a maximum of five (5) reserve teachers at full salary (Appendix B.1), benefits, and seniority credit in accordance with Article X, Section A.

Reserve teachers may serve in regular full-time positions in areas which are considered new or innovative as compared to the 1983-84 Curricular offerings. Examples of such use may include, among many others, such areas as computer coordinator, elementary art, Middle School enrichment designed to facilitate the mainstreaming of special education students, academically talented teacher or coordinator, etc. Reserve teachers may also be used to expand the elementary program through additional specialists working in areas such as reading, physical education, art, music, library skills, etc.

Finally, reserve teachers may serve as daily substitutes when a regular teacher is absent. When the reserve teacher is used in this capacity and cannot be assigned as a substitute, said teacher(s) shall report to the Superintendent or his/her designee for assignment.

L. Shared Time Teaching Assignment: Teachers may volunteer for job sharing by application to the Personnel Office and upon administrative approval, share a teaching assignment.

To make this partnership educationally sound, shared time will require special scheduling, administrative support and effective communication.

The Association and the Board agree that:

1. A job sharing teacher will receive one-half (1/2) of his/her regular salary (Appendix B) of the Master Agreement, full cost of living adjustment on one-half (1/2) of his/her regular salary and twelve (12) half (1/2) days of personal leave.

2. A job sharing teacher will select from the insurance protection program, a package of benefits not to exceed one-half (1/2) the cost of the total benefits package for a teacher who carries Plan A, and LTD, Life Insurance, and Vision.

3. Job sharing teachers will receive a full year's

credit on the seniority list and salary schedule.

The shared position must be applied for by March 15 each year for the following school year.

In the event one of the teachers is unavailable or unable to fulfill his/her assigned responsibilities in a shared time teaching assignment, the affected shared time teaching assignment may be abandoned by the administration, and the remaining shared time teacher may elect assignment to the full-time position or lay-off.

Denial of such requests will not be subject to the grievance procedure.

ARTICLE IX
VACANCIES, PROMOTIONS AND TRANSFERS

A. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers and will give first consideration to teachers according to qualifications and seniority within the district to fill any teaching vacancies. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board.

B. On the first Monday in May and on the last Monday of each school year, the employer shall post, on a designated bulletin board in each district building, along with a copy to the Association, a list of known vacant administrative, athletic and driver's education positions as listed in Appendix B.

Bargaining unit members actively employed, as well as those returning from leave, may apply for said positions by submitting a written application to the personnel office. Positions as above described shall be posted for at least fourteen (14) calendar days prior to being filled.

For any vacancy in any certified instructional position in the school district, notice of such vacancy shall be posted for all certified staff. Any teacher may apply to fill such vacancy. Vacancies may be filled on a seniority basis by honoring a teacher(s) request for transfer providing that the most senior laid-off teacher(s) is (are) recalled to a teaching position. In filling such vacancy, the Board declares its continued support of its policy of considering promotion from within its own teaching staff, including promotions to supervisory and executive levels; provided, however, that the Board continues the right to hire a teacher outside the bargaining unit to fill such vacancy. When applicants are equally qualified and certified for a bargaining unit position (excludes administrative, athletic and supplemental assignments), the applicant with the greater seniority shall be selected.

C. Teachers who are interested in a vacancy which may occur during the summer should contact the Administration before the end of the school term, and list on a transfer form any position for which they would like to be considered, and teachers will then be notified by the Administration if any opening occurs in the area(s) they have listed.

D. BUILDING CLOSING PROCEDURE:

INITIAL PROCEDURE - Teachers in a building being closed shall be listed on a seniority basis. A list of vacant positions, excluding special areas, shall be provided to the association and to the teachers in the building being closed. This list will be made available within ten (10) working days of the board meeting where action was taken to close such building.

SELECTION MEETING - Teachers in a building being closed shall meet for the purpose of selecting positions on a seniority basis. Any teacher who is absent will make a selection through a designated association representative. The above selection meeting may be set by mutual agreement between the association and school district. This procedure applies to teachers in a building being closed who have not been laid off and all teachers must have appropriate qualifications and certification for the position selected.

ASSIGNMENT AND REASSIGNMENT - After the implementation of the procedures set forth in this provision, teachers who have selected positions in accordance with this provision shall then be assigned and reassigned in accordance with the applicable assignment and reassignment provision of this contract.

E. INVOLUNTARY TRANSFERS. Although the Board and the Association recognize that frequent transfers of teachers are disruptive to the educational practice, they also recognize that some involuntary transfer of teachers is desirable to the District. No teacher has the right to specific assignment, but interest, aspirations, and current assignments of teachers must be considered. Therefore, they agree to the following:

1. When involuntary transfers are deemed desirable, a teacher shall not be assigned to a position outside his/her area of certification except as defined in Article VIII, Section D.

2. Notice of the proposed involuntary transfers shall be given to the teachers involved immediately upon final decision of such transfers.

3. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent (or his/her designee), at which time the teacher shall be notified in writing of the reasons for the transfer.

4. No teacher shall be transferred involuntarily for an unjust cause.

5. In the case of involuntary transfers where more than one teacher may be eligible for transfer, selection shall be based on least district seniority when certification and qualifications are equal.

6. Teachers who are being reassigned may apply for tuition and materials reimbursement for any course or workshop they feel will enhance their skills or background as it relates to their teaching duties.

7. Involuntary Transfers - return option. A teacher whose assignment (grade level for elementary teacher) has been changed from one building to another building or from one full department to another full department (majority subject assignment for secondary) as the result of an involuntary transfer shall have the option of returning to that former position if same was the last teaching position taught by said teacher, if it becomes open and would not otherwise deprive a teacher on the recall list of a position. Prior to the end of each school year, any teacher who desires to be eligible for the above return option shall advise the Personnel Office of his/her desire to return to said position and of an address where he/she may be reached during the above period. The Personnel Office shall notify in writing, the aforesaid teacher, if such position becomes available. Upon certified mailing of written notification of the availability of his/her former position, such teacher shall have ten (10) calendar days from the date of mailing to notify the Personnel Office that he/she desires to return to his/her former position.

   If a teacher exercises a return option after October 1, the position which such teacher vacates shall not be subject to this return option on the

part of any other teacher.

In the event such a position becomes available and the teacher fails and/or refuses to apply and/or accept said position, his/her future right to said position under this subsection shall be waived. In the event two or more teachers are eligible for and request said open position under this section, the teacher with greater seniority shall have preference.

A position that becomes available as concerned herein shall not be considered a vacancy under the terms of this Agreement.

F. DEFINITIONS:

VACANCY: Vacancy shall be defined as a position presently unfilled, a position currently filled but which will be open, or a new position.

In the event that a position is vacated for an extended period due to the inability or unavailability of a classroom teacher to teach, the position will be filled temporarily by a laid-off bargaining-unit member certified and qualified for that position.

EXTENDED PERIOD: An extended period shall be defined as an awareness that a teacher will be vacating a position for forty-five (45) school days or more. Positions vacated for extended periods shall be filled within fifteen (15) days of the awareness.

TEMPORARY: Temporary is defined as a period not to exceed the current year.

TRANSFER: Transfer shall be defined as a change in a school building assignment.

INVOLUNTARY TRANSFERS: Involuntary transfers are defined as transfers made without a teacher's consent.

Involuntary transfers may be effected only for reasonable and just cause. Any involuntary transfer directly or indirectly resulting in a recall from layoff is deemed to be for a reasonable and just cause.
When involuntary transfers are deemed desirable, a teacher shall not be assigned to a position outside his/her area of certification except temporarily.

QUALIFICATIONS: As defined in Article X, Section B-2.**

ARTICLE X
SENIORITY, LAYOFF AND RECALL

A. SENIORITY. Teachers shall accrue seniority in the school district from the date the teacher signs an employment contract with the District except as otherwise provided in this Agreement.* And further provided that the Board approves such contract and that the teacher actually begins work in the District. Beginning September 1, 1986, in the event two or more teachers sign contracts on the same date, the time stamped on the contract shall determine seniority. Should two or more teachers arrive at the personnel office at the same date and time to sign their contracts, said teachers names will be drawn from a hat by the Association President or designee in the presence of the Superintendent or designee and listed for seniority purposes in the order the names were drawn.

Seniority shall be based on continuous employment with the School District, and a teacher shall lose seniority if he/she resigns, retires or is discharged from the School District.

On or before March 1 of each year, the Board shall provide to the Association President one (1) seniority list including the names of all teachers in the bargaining unit. For informational purposes, the seniority list shall show the current certification and certificated endorsements of all teachers. It shall be the responsibility of each teacher to process all changes in their certification and to ensure that all updated certification information is forwarded to the school district. This seniority list provision is subject to all of the provisions of this Article.

The parties agree that no administrator shall have any seniority rights in the teacher bargaining unit except as described hereinafter:

1. No administrator shall accumulate seniority in the bargaining unit for years of service as an administrator.

2. However, an administrator who has accumulated teaching seniority as a teacher within the district shall be entitled to retain that teaching seniority provided they only return to the teachers' bargaining unit as reserve teachers. No more than two (2) of the five (5) reserve teacher positions as provided for in paragraph K of Article VIII can be filled by administrators returning to the bargaining unit. It is understood that in order to fill these two (2) reserve teacher positions, the administrators must have more teaching seniority than the most senior laid-off teacher.

3. If there are no administrators who have filled these two (2) reserve teacher positions, the number of reserve

teachers in paragraph K, Article VIII shall be three (3).

B. LAYOFF.

1. Definition - "LAYOFF" shall be defined to mean a reduction of the teacher work force due to a decrease of work or operating funds.

*Accrual of seniority shall be subject to Article VIII, Section I.

2. Procedure - In the event of a layoff, the order of reduction shall be: first, temporary employees, next, probationary teachers according to certification and qualifications** as defined; and next, tenure teachers according to seniority, certification and qualifications** as defined in accordance with the following procedure:

a. The Superintendent or his designee shall determine the position to be eliminated and shall meet with the Association President at least five (5) days prior to the meeting at which the Board will consider resulting layoffs, except under extenuating circumstances, for the purpose of discussing and reviewing the proposed layoffs.

b. The Superintendent or his designee shall identify the lowest seniority teachers on the seniority list equal in number to the number of positions proposed to be eliminated. Low seniority teachers so identified shall be laid off by the Board except when any of these teachers cannot be replaced by a teacher with appropriate qualifications and certification who is currently on layoff or who is currently employed. Teachers currently employed may be involuntarily transferred to the new position provided their current positions can be filled with a teacher from the layoff list. After October 1, involuntary transfers will take place only at the semester break.

c. If no positions exist for teachers who have been ranked and identified under subparagraph (b) above and no positions are created by effecting a voluntary transfer of a teacher who has submitted a voluntary transfer request prior to April 1, or an involuntary transfer, such teacher or teachers shall be laid off.

d. When positions currently held by teachers with more with more seniority than existing staff are eliminated, the corresponding number of teachers with the least seniority shall be laid off, provided, however, they can be replaced by a currently employed certified and qualified teacher.

The displaced teachers shall be given written notice of available positions created by the lay-off of least senior teachers. The displaced teachers shall submit their preference, in writing, to the Personnel Office. The administrator shall assign the displaced teachers, taking into consideration the best interests of the school district and the teacher's preference.

e. The object of the Association through the above procedure is to retain those teachers with the most seniority, and the Board agrees, provided they are fully certified and qualified. And further provided that the Board is not obligated to institute any involuntary transfers after October 1 except at the semester break.

f. The parties agree to retain the most senior teachers in accordance with the aforementioned provisions. In order to achieve this objective, involuntary transfers and assignments of other teachers may be made at the Board's discretion.

** A teacher shall be deemed qualified if he/she has appropriate certification and meets applicable North Central standards and has had at least one (1) year of successful teaching experience in the district and meets one or more of the following criteria:

1. Has a degree with a major or minor in the subject to be taught or
2. Has taught in the subject area on a regular basis for not less than one (1) year within the last five (5) years preceding recall.

3. Notification. In the event of a reduction of the teacher work force, the affected teachers shall be provided with written notice of the effective date of his/her layoff at least thirty (30) calendar days prior to the effective date of layoff.

4. Change in Certification. For purposes of Section B of

this Article teachers who have completed additional credit courses resulting in a change in their certification shall submit verification of such changes to the Personnel Manager on or before March 1 of each school year.

a. Such verification shall consist of the change in endorsement or endorsements from the State Department of Education, or

b. A letter from the college or university from which the additional credits were earned verifying successful completion of the course work and the recommendation for the change in certification, subject to confirmation and acceptance by the State Department of Education, or

c. A letter from the college or university from which anticipated additional credits will be earned prior to August 31, verifying the anticipated successful completion of the course work and the recommendation for the change in certification, subject to confirmation and acceptance by the State Department of Education. Such verification must be repeated by July 1, if anticipated change in certification is to be considered for the next school year.

5. Accrual of Seniority During Layoff. Teachers who are laid off shall continue to accrue seniority.

C. RECALL. Any teacher whose services are terminated because of a reduction in personnel shall be appointed to the first vacancy for which the teacher has seniority and is qualified. In order to facilitate the recall of laid-off teachers on the basis of seniority, the Board shall, if necessary, involuntarily transfer teachers during the months of June, July, August, September and at semester break. A recalled teacher must have the appropriate certification and qualifications for the vacancy resulting from the making of such involuntary transfers.

Teachers shall be notified of recall by certified letter or telegram, with a copy to the Association President. Within eight (8) days (during the summer when school is not in session) or within four (4) days (after September 1, but prior to the end of the school year) from the date the recall notice was mailed or sent to the affected teacher, the teacher shall notify the Board by telegram or certified mail that he/she will return to the District. In the event a teacher is recalled during the school year, the teacher may refuse the recall but waive his/her right to further recall that school year and still retain eligibility for future recall to a vacancy for which the teacher has seniority and is

qualified. A teacher may refuse recall for less than a full time position. A teacher who has refused recall to less than a full time position shall continue to accrue seniority and recall rights, subject to the provisions of the collective bargaining agreement. A laid off teacher shall notify the Board office of any change of address. Laid-off teachers shall remain on the recall list and retain all rights enumerated in this contract for a period of five (5) years. Should the employee not be recalled within this five year period, their employment status shall terminate and with it all rights to recall and/or seniority. This provision shall be applied only to the extent permitted by law regarding the employment rights of individual teachers.

ARTICLE XI
ILLNESS OR DISABILITY

A. Personal Leave Days. Each teacher shall be entitled to a total of twelve (12) personal leave days with full pay each school year to be used for the reasons of illness or personal business. Personal leave days are to be used for personal business where there is a personal need, duty or obligation to conduct personal business which cannot be conducted on a day other than a school day, but personal leave days may not be used for such purposes as extended vacations or recreation. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in case of emergency or personal illness.

1. Leave Days shall be earned, provided, however, a teacher shall be credited with his/her allotment of leave days at the beginning of the school year. In all cases, where a teacher leaves or terminates his/her service to the district, his/her leave days for the year shall be prorated to his/her service and any leave days used in excess of days earned will be deducted from the teacher's pay. Any unused days shall be accumulated without limit. Suspected abuse of personal leave shall be reported by the Superintendent of Schools to the Association for investigation, within five (5) days of the suspected abuse. The Association will report its findings and recommendations in writing to the Superintendent.

2. Advance notice of the necessity for such leave shall be given to the office of the Board as soon as possible.

3. Any teacher who does not use seven (7) or more of his/her twelve (12) personal leave days in the current year for the combined purpose of personal leave and cash-in shall be entitled to use not more than two (2) of their next year's earned personal leave days for any purpose, provided that advance notice for the use of these days must be given in writing to the Personnel Office not less

than thirty (30) calendar days prior to said use, and provided further that not more than ten (10) teachers shall be eligible for the use of said days on any given date.

B. Extended Leave. Any teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave and benefits available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request from the teacher.

C. The number of accumulated personal leave days shall be communicated to each teacher, in writing, in the months of December and May. At all other times such information shall be available from the school principal's secretary.

D. A maternal disability which results from a pregnancy, childbirth, miscarriage, or recovery therefrom, shall be treated in the same manner as any other disability.

E. Teachers will not be charged sick leave due to absence from their jobs for reason of illness definitely established as contracted as a result of their employment, from the following list:

a. Mumps c. Chicken Pox e. Impetigo g. Head Lice
b. Measles d. Scarlet Fever f. Rubella h. Scabies

A physician's statement shall be submitted.

F. Communicable Diseases. In the event the Board of Education authorizes the development or subsequent revision of Board policies dealing with communicable diseases, the Employer will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact on the working conditions and health and safety of bargaining unit members.

Paragraph "F" shall not set a precedent in future proceedings or negotiations.

ARTICLE XII
PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

A. Teachers from time to time may request permission to attend a conference, workshop, seminar or visitation. Permission to attend must be secured from building administrators and administrator in charge of curriculum. These days will not be deducted from personal leave days.

B. The Board will approve up to thirty (30) days of professional leave for Association activities at full pay per school year. Ten (10) additional days shall be granted provided the Association reimburses the district for the full cost of required substitutes. In addition, the Board shall provide eight (8) days of professional leave for the district association president at full pay per school. The Association agrees to notify the Board no less than forty-eight (48) hours before the date of the intended use of leave days. This time limit for notification may be waived with mutual consent of the Board and the Association.

It is further understood that the Association may at the request of the President use up to three (3) of these days on any given date by merely calling the switchboard sick leave number prior to 6:30 A.M., on the date requested.

C. The Board shall provide the Association president one (1) school period release time per school day with full pay and fringe benefits.

D. Court or administrative agency appearances on behalf of the school district or jury duty shall not be chargeable against personal leave days.

ARTICLE XIII
SABBATICAL LEAVE

Any teacher who holds a permanent, life or continuing certificate and who has been employed at least seven (7) consecutive years by the Board may be granted a sabbatical leave.

A teacher may be granted a sabbatical leave for either one-half (1/2) year at full pay or one (1) year at half pay. Teachers on sabbatical leave will receive full contractual benefits for the period of the leave, and upon return from a sabbatical leave shall be restored to the teacher position of like nature, seniority, status and pay, as formerly held and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

Any person granted a sabbatical leave shall return to employment with the school district for at least one (1) year following such leave and shall sign a personal promissory note to reimburse the Board for the amount of their normal salary to guarantee their return to employment with the school district.

Applications for sabbatical leave shall be submitted to a committee composed of two members chosen by the Association and two members chosen by the Board not later than the first day of April

preceding a sabbatical leave beginning in September, or not later than the first day of school preceding a sabbatical beginning in February. The applications must be accompanied by plans for the use of the sabbatical leave, and exposition of the plan's potential for increasing the applicant's professional competence and such other information (e.g., seniority) as the committee may require. The Sabbatical Leave Committee shall make its recommendation to the Board prior to the end of the semester preceding the semester or school year for which such leave is sought.

The number of teachers granted sabbatical leave in any one school year in accordance with the above provisions shall be limited to three (3).

Whenever feasible, not less than one (1) sabbatical leave shall be granted per year when requested and when the provisions of this Article have been met.

ARTICLE XIV
UNPAID LEAVES OF ABSENCE

A. The Board of Education, upon written request, may grant a leave of absence to any teacher. Such leave shall not exceed one (1) year, subject to renewal at the will of the Board; provided, that without request, leave of absence because of physical or mental disability may be granted for a period not to exceed one (1) year.

When a reduction of staff is necessary, all requested unpaid leaves of absence for any reasonable purpose shall be granted by the Board if a suitable replacement is available.

Leave shall not be denied for exchange teaching, foreign or military teaching, Peace Corps or Job Corps work programs related to a professional responsibility, and engaging in study at an accredited university provided such study is related and provided a suitable replacement can be found.

B. Any tenure teacher who must leave a teaching position, other than a temporary teaching position, in the district to serve in any branch of the armed services of the United States and who, upon termination of such services (1) received an honorable discharge; (2) is still qualified and competent to perform the duties of such teaching position; and (3) makes application for reemployment within ninety (90) days of discharge shall be restored at the beginning of the semester following the application, to such teaching position, or to a position of like nature, unless circumstances have so changed as to make it impossible or unreasonable to do so.

C. CHILD CARE LEAVE. Any teacher who becomes pregnant, whose spouse becomes pregnant, who is in the process of adopting a child, or who becomes a legal guardian of the person of a minor

will be granted a child care leave for the remainder of the school year upon a satisfactory showing of evidence of pregnancy, pending adoption proceedings, or guardianship. A second year of leave shall be granted upon request. A written application for child care leave must be filed with the Board not less than forty-five (45) days prior to the requested commencement of the leave. Such request shall be accompanied by a physician's statement indicating the anticipated date of birth. Written notification of intent to return from child care leave must be made to the Superintendent of Schools prior to April 1, and reinstatement of teachers returning from child care leave will be at the commencement of school in September following the end of their leave.

In the case of the death of the child, the leave may be terminated by the teacher at the end of a student report card marking period, semester, or school year.

D. Any benefits under the provisions of this Agreement which would otherwise accrue to the teacher shall be suspended during the leave of absence except that Health Insurance (BC/BS or MESSA) and life insurance premiums will continue from the time a teacher exhausts his/her personal leave days (goes on an unpaid leave) for a period of no more than sixty (60) days. However, a teacher on leave of absence who is enrolled in the hospital and surgical group insurance plan may arrange continued coverage pursuant to the existing operating agreement between the Board and the carrier by paying the premium in cash to the Business Office of the Board of Education.

E. Evidence of satisfactory physical or mental health may be requested by the Board immediately preceding return to the position.

F. Written notice of intention to return or resign from the school district shall be given to the Superintendent by April 1 of the year in which the leave expires, unless specified otherwise in the provision under which leave was taken.

G. A leave of absence shall be granted to any tenure teacher upon application for the purpose of serving as an officer of the Association, MEA, NEA, MEA-NEA Local 1 or on their staff. Such leave shall be limited to two (2) years. Upon return from such leave such teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the system during such period.

H. <u>CAREER OPTION LEAVE</u>. A one (1) year leave of absence shall be granted to any tenure teacher who requests such in writing. This career alternative leave may be utilized in order to pursue an administrative or management position or such other non-teaching career opportunity as the teacher may have available.

Such leave shall be renewable with mutual consent of the teacher and the Board. Upon return from such leave such teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the system during such period.

I. ACCRUAL OF SENIORITY AND INCREMENT ON LEAVES OF ABSENCE. Effective September 1, 1990, teachers who are granted leaves of absence shall be limited to accruing a maximum of one (1) year's seniority for their first leave of absence. If such teachers are granted additional leaves of absence in future school years, they shall not accrue seniority during the periods of such additional leaves of absence. Seniority shall only be granted for the first leave of absence taken and shall not be granted or accrued for any additional leaves of absence, except as provided herein. This provision shall not apply to sabbatical leaves, leaves granted to teachers doing full time study at an accredited university in a field related to education, medical leaves, or teachers who are elected as officers of MEA-NEA Local 1, MEA or NEA. Upon return from such leave such teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the system during said period. Any teacher not returning from a leave forfeits his/her seniority and may be deemed to have terminated employment.

ARTICLE XV
ACADEMIC FREEDOM

A. Academic freedom should be enjoyed by all teachers; it includes the responsibility to teach within the prescribed curriculum and not to misuse one's position to promote personal causes. Academic freedom also includes the right to support or oppose political causes and issues outside of the normal classroom activities.

B. All communications obtained by the teacher in the course of his/her professional duties and deemed by said teacher to be confidential in nature need not, except with the consent of said teacher, be disclosed to anyone unless said disclosure is required by law.

ARTICLE XVI
TEACHER EVALUATION AND PERSONNEL FILE

A. For the purpose of formal evaluation, all observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher by the assigned supervisor(s). *{Whenever possible, only those administrators with training in teacher evaluation and who are certified teachers will be eligible to evaluate bargaining unit members.}* Each teacher shall receive notice of the date of the observation for the formal evaluation prior to said evaluation.

{Probationary teachers or other probationary bargaining unit members shall be evaluated at least two (2) times per school year during the probationary period. Tenure teachers and other bargaining unit members shall be evaluated in accordance with this article at least once every three (3) years. Every evaluation will be accompanied by two (2) formal observations during the evaluation period at least sixty (60) days apart.}

Any judgement of incompetence must not be arbitrary nor capricious but must be supported by observation or documentation to support the conclusion made by the evaluator. Should the information demonstrate that an employee has any area that needs improvement, the evaluator shall develop a plan of improvement which:

1. *Identifies specifically the area that needs improvement.*

2. *Provides the employee with specific, appropriate written recommendations for improvement, which are stated in observable behavioral terms.*

3. *Develops a fair and workable timetable for improvement.*

4. *Provide a positive program of assistance with mutually agreed upon support service.*

The provisions of this article shall not be altered nor modified by any individual teacher.}

A conference between the teacher and the evaluator shall be held within five (5) work days of the observation for the formal evaluation. The teacher shall sign and receive a copy of his/her evaluation. Evaluation forms shall be standardized throughout the system except that a new trial form may be piloted in one school per year. A statement on the form will say that the teacher does not necessarily agree with the evaluation.

No reference to standardized test results shall be used in the evaluation of a teacher.

A teacher who can satisfactorily demonstrate that his/her written evaluation is factually incorrect or inappropriate as a basis for the evaluation may file a written request for the correction or deletion of the incorrect or inappropriate portion of his/her evaluation with the Superintendent or his/her designee.

A teacher has the option to request a second evaluation by a second administrator.

B. A committee consisting of three (3) administrators and three (3) teachers (the latter selected by the Association) shall be formed, whenever necessary, to develop or review an evaluation form each year. The non-voting chairman will be appointed by the Superintendent.

C. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file, exclusive of confidential employment and university credentials, shall contain the following minimum items of information:

- TB report and required medical information
- All teacher evaluation reports
- Copies of annual contracts
- A transcript of academic records
- Copy of teaching certificate
- Tenure recommendation

No material may be placed in the file without allowing the teacher an opportunity to file a response thereto, and said response shall become part of the file. Teachers' personnel files are confidential, and only duly authorized personnel may have access thereto. If a teacher is requested to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content of the material.

A teacher who can satisfactorily demonstrate that incorrect or inappropriate material has been placed in his/her file may file a written request for the correction or deletion of the incorrect or inappropriate portion of such material with the Superintendent or his/her designee.

D. A teacher shall at all times be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a pre-arranged teacher-administrative meeting whenever any warning, reprimand, or other disciplinary action concerning the infraction of rules or delinquency in professional performance may lead to the placement of adverse notice(s) in the teacher's personnel file. The meeting will be conducted at a location where privacy is assured. At all times, teachers will be entitled to have a representative of the Association present at such a meeting. When request for such representation is made, no action shall be taken with respect to the teacher until such representative is given adequate opportunity to be present.

E. A written reprimand shall be dated on the day it is entered into the file and a copy of such reprimand shall be given to the teacher. Such reprimands must be written and dated within ten (10) school days of knowledge of the said incident that caused the reprimand.

F. No teacher shall be disciplined or receive a reprimand which would result in the suspension, reduction in compensation or termination of employment without due process and just cause and preceded by a conference with the teacher by the appropriate administrator prior to taking any action. A written explanation for the action shall be given to the teacher and the Association on request.

G. Any complaint against a teacher by a parent, student, or other person will be promptly reported to the teacher. Complaints will not be incorporated into a teacher's evaluation or personnel file unless:

1. The complaint is in writing and the complainant(s) is identified; and

2. A copy of the complaint is provided to the teacher prior to its inclusion; and

3. The teacher is given the right to make a written reply to the complaint. Said reply shall be attached to the complaint during the entire length of time that it remains as part of the teacher's personnel file.

H. The Board agrees to follow state law as specified below and referenced (423.507).

423.507. Review of personnel record by employer before releasing information to third party; deletion of certain information

Sec. 7. An employer shall review a personnel record before releasing information to a third party and, except when the release is ordered in a legal action or arbitration to a party in that legal action or arbitration, delete disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than 4 years old.

P.A. 1978, No. 397, & 7, Eff. Jan 1, 1979.

ARTICLE XVII
ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

A. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined, as prescribed by the law.

B. In the event that this district shall be combined with one or more districts, the Board shall use its best efforts to assure the continued recognition of the Association and the continued employment of its members in the consolidated districts. In any event, upon the decision to annex, consolidate, or reorganize, procedures for any changes will be negotiated with the Association under the provisions of the Master Agreement in order to ensure a smooth transition.

ARTICLE XVIII
INCLEMENT WEATHER

The Board shall not keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God.

When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty or remain on the premises longer than ten (10) minutes after the dismissal of the entire student body, whichever is applicable.

The Board will make every reasonable effort to report decisively the opening or closing of schools by 6:00 AM. Teachers will be notified by radio stations WWHK, WJR, CKLW, WWJ, WCZY, and WXYT.

In the event that pupil instruction days have been cancelled due to conditions not within the control of the Board, instructional days shall be rescheduled as necessary to ensure that the district is in compliance with state law and will not incur a loss of State Aid. If it is necessary, the Association and the Board shall negotiate make-up dates.

ARTICLE XIX
SCHOOL CALENDAR

For the term of this Agreement, the school calendar shall be set forth in Appendix A.1 - 1993-94, Appendix A.2 - 1994-95 amd A.3 1995-96. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

ARTICLE XX
PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B.1, which is attached to and incorporated in this Agreement. Such Salary Schedule shall remain in effect during the designated periods.

B. The Board may place a newly employed teacher on any step of the salary schedule regardless of the number of years of previously acquired teaching experience; provided, however, that in no event shall any newly employed teacher be placed on a salary step which exceeds previously acquired teaching experience.

After consultation with, and written notification to the Association, the Board may pay a salary which exceeds previously acquired teaching experience to vocationally certified employees.

C. Teachers involved in extra duty assignments will be compensated as set forth in Appendix B which is attached to and incorporated in this Agreement without deviation. No teacher will be required to participate in extra duty assignments as listed in Appendix B.

D. Upon request, any teacher who has accumulated over sixty (60) days of personal leave shall be given the sum of Sixty and 00/100 ($60.00) Dollars per each unused day over sixty (60), payable on the 21st paycheck at the end of the school year. The teacher may receive such incentive for up to twelve (12) days per year.

E. A teacher terminating employment after fifteen (15) years shall be compensated the sum of Sixty and 00/100 ($60.00) Dollars for each accumulated personal leave day.

F. Retirement. Any teacher who attains the age of seventy (70) years during the school year must retire at the close of the school year, provided that any teacher may be employed after retirement on a year-to-year basis upon agreement between the Board and the teacher.

ARTICLE XXI
INSURANCE PROTECTION

A. The Board shall provide all insurance benefits listed in Section A. for a full twelve-month period of each school year for all teachers in the bargaining unit, except for those teachers electing benefits under Section B. below. Such benefits shall be provided, without cost to the teachers, to each teacher and his/her dependents, as defined by MESSA.

1. MESSA Super Med I/MC (Super Care 1) Health Insurance: When appropriate, MESSA Super Med I or MESSA Limited Medicare Supplement and Medicare, Part B, premium shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for Medicare.

2a. MESSA/Delta Dental Plan E, including the 007 orthodontic rider with no coordination of benefits, or

2b. MESSA/Delta Dental Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.

3. MESSA Term Life Insurance in the amount of Forty Thousand Dollars ($40,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

4. MESSA Plan VSP-2 Vision Insurance including internal and external coordination of benefits.

B. Teachers not electing insurance benefits as described in Section A. above shall be provided by the Board with the following insurance benefits, for a full twelve month period of each school year. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Section A. above, and his/her eligible dependents, as defined by MESSA.

1a. MESSA/Delta Dental Plan Auto Plus, including the 008 orthodontic rider with no coordination of benefits, or

1b. MESSA/Delta Dental Plan C, including the 03 orthodontic rider with internal and external coordination of benefits.

2. MESSA Term Life Insurance in the amount of Sixty Thousand Dollars ($60,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

3. MESSA Dependent Term Life Insurance in the amount of Ten Thousand Dollars ($10,000.00) for each teacher's spouse and Five Thousand Dollars ($5,000.00) for each dependent child as defined by MESSA.

4. MESSA Plan VSP-3 Vision Insurance including internal and external coordination of benefits.

5. The Board will contribute Seventy-five ($75.00) per month to a deferred income insurance program through an insurance company to be determined by the Board. All benefits, conditions and requirements shall be set forth in the policy of deferred income insurance and as interpreted by the insurance company.

C. The Board shall provide, without cost to the teachers MESSA Plan II Long-Term Disability Insurance for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of Twenty-five Hundred Dollars ($2,500.00) and shall begin after expiration of ninety (90) calendar days. Benefits will continue at no cost to the teacher in the event of total disability.

Any teacher who has exhausted his/her accumulated bank of leave days and has been ill for forty-five (45) or more consecutive days, and who otherwise qualifies under the Long-Term Income Protection Plan as above provided, shall be eligible to receive the difference between the substitute's daily rate and his/her daily rate for each workday she/he is absent. A teacher's eligibility to receive the above pay differential shall exist and be limited to between the 45th day and the 90th day of illness, excluding the summer vacation when school is not in session.

D. The Board may solicit quotes for identical health coverage from MESSA and Blue Cross. If total cost savings between the packages exceeds five percent (5%), the least expensive bid will be accepted. Bids may be solicited annually.

E. Upon retirement a teacher who elects to drop insurance coverage promised by the District shall receive $200.00. This payment is offered to discourage double coverage and additional cost to the District.

F. National Health Insurance - In the event a National Health Insurance program is enacted that would affect the benefits in this Agreement, or there is a change in the tax status of benefits that would adversely affect bargaining unit members, the parties agree to meet to negotiate over the impact of change.

ARTICLE XXII
SPECIAL AND STUDENT TEACHING ASSIGNMENTS

A. Assignments for the Adult Education, Driver Education and Summer School Programs will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal

school year. Every attempt will be made to avoid split shifts and assignments for teaching less than two (2) hours per day. Teachers shall be compensated for teaching in any such programs at the rate established within this Agreement.

B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 6:30 AM (except in an emergency) to report unavailability. It shall be the responsibility of the administration to arrange for a substitute teacher. The administration will endeavor to employ a physical education substitute teacher for any absent elementary physical education teacher as long as such substitute substantially contributes to a meaningful physical education program.

C. Supervision of student teachers shall be a voluntary assignment. A teacher must request to supervise a student teacher. Such teacher must also file with the personnel office an application at least forty-five (45) days prior to assignment to said student teacher. A copy of the application shall be forwarded to the Association President at the time of request. No teacher shall be permitted to supervise more than one (1) student teacher during the school year.

D. Arrangement for disbursement of monies for student teacher supervisors will be made consistent with sponsoring university policies.

ARTICLE XXIII
STUDENT DISCIPLINE AND TEACHER PROTECTION

A. A committee may be formed to review or develop and recommend a disciplinary policy to the Board of Education. The committee shall consist of four (4) teachers to be selected by the Association and four (4) representatives to be selected by the Board of Education.

B. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to see that these proper attentions are brought to bear, limited only by the facilities available and following proper referral procedures.

C. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable

characteristics. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.

D. 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/her teaching obligations will allow, full particulars of the incident in writing. At the teacher's request, the pupil shall not be returned to the class until after there has been an opportunity for a consultation with or a written reply to the teacher by the administrator.

E. Procedures for suspension of students shall be available to any teacher upon request in the office of the principal. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. Transfer of the student to another teacher or other measures short of suspension, should be exhausted first.

F. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel if necessary to advise the teacher of his/her rights and obligations 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.

G. 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 while following established Board policy as given to the teacher at the beginning of the school year, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

H. Time lost by a teacher in connection with incidents arising from the discharge of his/her duties shall not be charged against the teacher.

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

J. A written up-to-date statement by the Board, governing discipline of students shall be publicized to all teachers no later than the first week of each school year.

ARTICLE XXIV
PROFESSIONAL GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a complaint about an act or condition which affects the welfare or working conditions of a teacher or group of teachers, or a complaint that there has been a violation, misrepresentation or misapplication of any provision of this Agreement.

2. An "aggrieved person" shall mean the person or persons making the complaint, either individually or through the Association.

3. A "party in interest" shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

4. The term "days" when used in this Article shall mean calendar days. Such definition shall apply year round, including the summer. Meetings shall not be held on weekends or holidays.

B. PURPOSE

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceeding independently as described in Article II-B of this Agreement.

C. STRUCTURE

1. The Association shall establish a Professional Rights and Responsibilities Committee (P.R. and R. Committee), which shall serve as the Association's Grievance Committee.

2. In the event that any Building Representative or any member of the P.R. and R. Committee is a party in interest to any grievance, he/she shall be disqualified from serving in any representative capacity in connection with that grievance.

D. GENERAL

1. The number of days indicated at each level of the Grievance Procedure should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limits may be extended by mutual consent in writing.

2. If a grievance is filed on or after June 1, and if failure to resolve it before the beginning of the next school year could result in irreparable harm to any party in interest, the Grievance Procedure time limits shall be reduced in order to speed the procedure, and try to arrive at a solution prior to the end of the school year or as soon thereafter as is practicable.

3. The failure of an aggrieved person to proceed from one level of the Grievance Procedure to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

4. The failure of an Administrator to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or the Professional Rights and Responsibilities Committee to proceed to the next level in the Grievance Procedure.

5. It shall be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties. Only in the event it is mutually agreed by the aggrieved person, a representative of the Association and the Board (through a designated representative) shall grievance proceedings be held during regular working hours. In such event, a teacher participating in such proceedings as a party in interest or as a proper representative of the Association shall be released from assigned duties without loss of salary to the extent required for such participation in actual meetings with the Board or its designated representative.

6. The following matters shall not be the basis of any grievance filed and/or processed under the Professional Grievance Procedure of this Agreement.

(a) The failure to re-employ any probationary teacher.

(b) A teacher who elects to proceed under the provisions of any other remedial procedure or form established by law or regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act, shall be exclusive and the Grievance Procedure of the Contract shall not apply.

E. PROCEDURE

1. Level One

A teacher who has a complaint which he/she believes may be the basis of a grievance shall discuss the matter with his/her immediate supervisor or principal, whoever is more directly concerned with the problem, to try to resolve the matter. The teacher may have with him/her a Building representative. Such a complaint shall be brought to the attention of the Administration in writing with a request for a meeting within twenty (20) days of the occurrence or the time when the grievant should reasonably have known of the occurrence of the alleged grievance.

The teacher may have the assistance of a representative of the Association in writing this grievance. Arrangements shall be made by the Administrator to hold such a meeting within five (5) days after receipt of the teacher's request, and the Administrator's written answer shall be given within five (5) days after the meeting with a copy to the Association.

2. Level Two

(a) If the complaint is not satisfactorily resolved at Level One, the teacher may within ten (10) days of receipt of the written answer file the grievance with the Association's PR&R Committee.

(b) Within five (5) days of receipt of the grievance, the P.R. and R. Committee shall decide whether or not there is merit to the grievance, and if the Committee decides that there is no merit to the grievance, and so notifies the Aggrieved Person's Building Administrator, he/she may, if he/she wishes, proceed under Article II-B of this Agreement. If the Committee decides there is merit to the grievance, it shall, within five (5) days of receipt of the grievance, so notify the Superintendent in writing with a copy of the grievance attached. Within ten (10) days of receipt of the grievance by the Superintendent, he/she or his/her duly designated representative shall meet with the Chairperson of the P.R. and R. Committee and the Aggrieved Person, and within five (5) days thereafter furnish the P.R. and R. Committee and the Aggrieved Person a written answer.

3. Level Three

If the Association is not satisfied with the disposition of the grievance at Level Two, the grievance shall, to the extent permitted by law, be submitted to arbitration before an impartial arbitrator within ten (10) days. If the parties cannot agree as to the arbitrator, he/she shall be appointed under the rules of the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor shall he/she have any power to base any finding, opinion or award on the interpretation or application of any law erroneously.
Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid by the losing party.

F. MISCELLANEOUS

1. Any party in interest may be represented at any meeting held pursuant to the provisions of Levels Two and Three, but no teacher may under any circumstances be represented by an officer, agent or other representative of any other teacher organization than the Association and only the Association may take a case to Arbitration.

2. No reprisal of any kind shall be taken by or against any party in interest in the Grievance Procedure by reason of participation in the Grievance Procedure.

3. Grievance forms shall be designated, pursuant to the foregoing, by the Chairperson of the P.R. and R. Committee and the Superintendent, and shall be appropriately distributed so as to be available in each building for use as needed.

4. The discharge or termination of service before the expiration of a probationary teacher's contract is a proper subject for grievance under this Article.

ARTICLE XXV
IN-SERVICE PROFESSIONAL EDUCATION

The Board recognizes that to be of value, program enrichment (in-service) education must meet the needs and desires of all levels of teachers.

Program enrichment (in-service) education will be scheduled through the Administration during the school year on a need basis. Such program enrichment education will be scheduled during the regular school days and within the bounds of the school calendar (Appendix A.1, A.2, A.3)

ARTICLE XXVI

CURRICULUM

Teachers shall have input to curriculum matters and representation on the Curriculum Council in accordance with Board Policy.

ARTICLE XXVII
SCHOOL IMPROVEMENT PLAN

The parties of this agreement are aware that legislation and state department rules are presently pending that may make it advisable to adopt a "school improvement plan", and/or a "site-based decision making" plan. During the life of this agreement, either party may notify the other that it wishes to negotiate over such a plan or plans. Upon notification, the parties agree to commence bargaining on the subject within thirty (30) days.

{ARTICLE XXVIII
MENTOR TEACHERS}

{The district will assign mentors to the probationary teachers. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the school code and shall perform the duties of a master teacher as specified in the code with the following provisions:

1. *Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher.*

2. *A mentor teacher shall be a certified teacher or a bargaining unit member. Bargaining unit members shall be given first consideration to serve as mentor teachers.*

3. *The purpose of the mentor teacher is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.*

4. *Participation as a mentor teacher shall be voluntary.*

5. *Efforts will be made to match mentor teachers with mentees who work in the same building and have the same area of certification.*

6. *A mentor teacher shall be assigned to only one (1) mentee.*

7. *The mentor teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years.*

8. *Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.*

9. *Where possible, the mentor and the mentee shall be assigned common preparation time and, where there is mutual agreement between the Association and the district, released time will be given for mentee and mentor teachers with approval of the supervisor.*

10. *Bargaining unit members who volunteer as a mentor shall receive a yearly stipend of $450.00.}*

APPENDIX A.1
CLINTONDALE COMMUNITY SCHOOLS
SCHOOL CALENDAR 1993-94*

FIRST SEMESTER

Monday, August 30, 1993	First Teacher Day
Tuesday, August 31, 1993	Teacher Day
Wednesday, September 1, 1993	First Pupil Day
Monday, September 6, 1993	Labor Day - Schools Closed
Friday, October 29, 1993	End of First Marking Period
Week of November 8-12, 1993	**Parent/Teacher Conferences (Two one-half days for elementary schools)
Wednesday, November 24, 1993	Thanksgiving Break - Schools close at end of day
Monday, November 29, 1993	Schools re-open
Wednesday, December 22, 1993	Christmas Break - Schools close at end of day
Tuesday, January 4, 1994	Schools re-open
Friday, January 14, 1994	End of First Semester
Monday, January 17, 1994	Martin Luther King Day - Schools closed
Tuesday, January 18, 1994	Teacher Records Day

SECOND SEMESTER

Wednesday, January 19, 1994	Schools re-open
Friday, February 18, 1994	Teacher Staff Improvement
Monday, February 21, 1994	President's Holiday - Schools closed
Tuesday, February 22, 1994	Schools re-open
Friday, March 25, 1994	End of Third Marking Period
Thursday, March 31, 1994	Easter Vacation - Schools close at end of day
Week of April 11-15, 1994	**Parent/Teacher Conferences (Two one-half days for elementary schools)
Monday, April 11, 1994	Schools re-open
Monday, May 30, 1994	Memorial Day - Schools closed
Thursday, June 9, 1994	Last Pupil Day
Friday, June 10, 1994	Last Teacher Day

*If there is a change in the school calendar, all personnel will be notified.
**If parent/teacher conferences are to be scheduled at a time other than during the designated week, teachers will be notified two weeks prior to the date(s) of these conferences.

During the last week of school in June the schools will be scheduled for three 1/2 days for students (full day for teachers) for exams and/or records.

APPENDIX A.2
CLINTONDALE COMMUNITY SCHOOLS
SCHOOL CALENDAR 1994-95*

	FIRST SEMESTER
Monday, August 29, 1994	First Teacher Day
Tuesday, August 30, 1994	Teacher Day
Wednesday, August 31, 1994	First Pupil Day
Monday, September 5, 1994	Labor Day - Schools Closed
Friday, October 28, 1994	End of First Marking Period
Week of November 7-11, 1994	**Parent/Teacher Conferences (Two one-half days for elementary schools)
Wednesday, November 23, 1994	Thanksgiving Break-Schools close at end of day
Monday, November 28, 1994	Schools re-open
Wednesday, December 21, 1994	Christmas Break-Schools close end of day
Tuesday, January 3, 1995	Schools re-open
Friday, January 13, 1995	End of First Semester
Monday, January 16, 1995	Martin Luther King Day-Schools closed
Tuesday, January 17, 1995	Teacher Records Day
	SECOND SEMESTER
Wednesday, January 18, 1995	Schools re-open
Friday, February 17, 1995	Teacher Staff Improvement
Monday, February 20, 1995	President's Holiday
Tuesday, February 21, 1995	Schools re-open
Friday, March 24, 1995	End of Third Marking Period
Week of April 3-7, 1995	**Parent/Teacher Conferences (Two one-half days for elementary schools)
Thursday, April 13, 1995	Easter Vacation-Schools close end of day
Monday, April 24, 1995	Schools re-open
Monday, May 29, 1995	Memorial Day - Schools closed
Thursday, June 8, 1995	Last Pupil Day
Friday, June 9, 1995	Last Teacher Day

*If there is a change in the school calendar, all personnel will be notified.

**If parent/teacher conferences are to be scheduled at a time other than during the designated week, teachers will be notified two weeks prior to the date(s) of these conferences.

During the last week of school in June the schools will be scheduled for three 1/2 days for students (full day for teachers) for exams and/or records.

APPENDIX A-3
CLINTONDALE COMMUNITY SCHOOLS
SCHOOL CALENDAR 1995-96*

FIRST SEMESTER

Monday, August 28, 1995	First Teacher Day
Tuesday, August 29, 1995	Teacher Day
Wednesday, August 30, 1995	First Pupil Day
Monday, September 4, 1995	Labor Day - Schools closed
Friday, October 27, 1995	End of First Marking Period
Week of November 6-10, 1995	**Parent/Teacher Conference (Two one-half days for elementary schools)
Wednesday, November 22, 1995	Thanksgiving Break-School close end of day
Monday, November 27, 1995	Schools re-open
Thursday, December 21, 1995	Christmas Break-Schools close end of day
Wednesday, January 3, 1996	Schools re-open
Friday, January 12, 1996	End of First Semester
Monday, January 15, 1996	Martin Luther King Day-Schools closed
Tuesday, January 16, 1996	Teachers Record Day
	SECOND SEMESTER
Wednesday, January 17, 1996	Schools re-open
Friday, February 16, 1996	Teacher Staff Improvement
Monday, February 19, 1996	Presidents' Holiday
Tuesday, February 20, 1996	Schools re-open
Friday, March 22, 1996	End of Third Marking Period
Week of March 25-29, 1996	**Parent/Teacher Conferences (Two one half days for elementary schools)
Thursday, April 4, 1996	Easter Vacation-Schools close end of day
Monday, April 15, 1996	Schools re-open
Monday, May 27,, 1996	Memorial Day-Schools closed
Thursday, June 6, 1996	Last Pupil Day
Friday, June 7, 1996	Last Teacher Day

*If there is a change in the school calendar, all personnel will be notified.

**If parent/teacher conferences are to be scheduled at a time other than during the designated week, teachers will be notified two week prior to the date(s) of these conferences.

During the last week of school in June the schools will be scheduled for three 1/2 days for students (full day for teachers) for exams and/or records.

APPENDIX A-4
CLINTONDALE COMMUNITY SCHOOLS
SCHOOL CALENDAR 1996-97

FIRST SEMESTER	
Monday, August 26, 1996	First Teacher Day
Tuesday, August 27, 1996	Teacher Day
Wednesday, August 28, 1996	First Pupil Day
Monday, September 2, 1996	Labor Day - Schools closed
Week of November 4-8, 1996	**Parent/Teacher Conference (Two one-half days for elementary schools)
Wednesday, November 27, 1996	Thanksgiving Break-Schools closed at end of day
Monday, December 2, 1996	Schools re-open
Friday, December 20, 1996	Christmas Break-Schools closed at end of day
Monday, January 6, 1996	Schools re-open
Friday, January 17, 1997	Teachers Record Day
Monday, January 20, 1997	Martin Luther King Day-Schools closed
SECOND SEMESTER	
Tuesday, January 21, 1997	Schools re-open
Monday, February 17, 1997	President's Holiday
Tuesday February 18, 1997	School's re-open
Thursday, March 27, 1997	Easter Vacation-Schools closed at end of day
Monday, April 7, 1997	School's re-open
Week of April 14-18, 1997	**Parent/Teacher Conferenes (Two one-half days for elementary schools)
Friday, May 23, 1997	Memorial Break-Schools closed at end of day
Tuesday, May 27, 1997	School re-opens
Monday, June 9, 1997	Last Student Day
Tuesday, June 10, 1997	Last Teacher Day

181 Student Days
185 Teacher Days

*If there is a change in the school calendar, all personnel will be notified.

**If parent/teacher conferences are to be scheduled at a time other than during the designated week, teachers will be notified two weeks prior to the date(s) of these conferences.

During the last week of school in June the schools will be scheduled for three 1/2 days for students (full day for teachers) for exams and/or records.

APPENDIX A-5
CLINTONDALE COMMUNITY SCHOOLS
1997-98 SCHOOL CALENDAR

FIRST SEMESTER

Monday, August 25, 1997	First Teacher Day
Tuesday, August 26, 1997	Teacher Day
Wednesday, August 27, 1997	First Pupil Day
Monday, September 1, 1997	Labor Day - Schools Closed
Week of November 3-7, 1997	**Parent/Teacher Conferences (Two one-half days for elementary schools)
Wednesday, November 26, 1997	Thanksgiving Break-Schools Closed
Monday, December 1, 1997	Schools Re-open
Friday, December 19, 1997	Christmas Vacation
Monday, January 6, 1998	Schools Re-open
Friday, January 17, 1998	Teachers Records Day
Monday, January 19, 1998	Martin Luther King Day

SECOND SEMESTER

Tuesday, January 20, 1998	Schools Re-open
Monday, February 16, 1998	President's Holiday
Tuesday, February 17, 1998	Schools Re-open
Week of Mar.30-Apr.3, 1998	**Parent/Teacher Conferences (Two one-half days for elementary schools
Thursday, April 9, 1998	Easter Vacation-Schools closed at end of day
Monday, April 20, 1998	Schools Re-open
Monday, May 25, 1998	Memorial Day - Schools Closed
Monday, June 8, 1998	Last Student Day
Tuesday, June 9, 1997	Last Teacher Day

181 Students Days
185 Teacher Days

*If there is a change in the school calendar, all personnel will be notified.

**If parent/teacher conferences are to be scheduled at a time other than during the designated week, teachers will be notified two weeks prior to the date (s) of these conferences.

During the last week of school in June, the schools will be scheduled for three 1/2 days for students (full day for teachers) for exams and/or records.

APPENDIX B.1
1993-94
SALARY SCHEDULE

STEP	BACHELORS	BACHELORS + 20 HOURS	MASTERS	MASTERS + 15 HOURS	MASTERS + 30 HOURS	SPECIALIST	DOCTORATE
1	26,[illegible]18	27,511	29,127	30,323	31,041	31,451	31,865
2	29,[illegible]7	30,462	32,570	33,765	34,480	34,891	35,303
3	31,[illegible]20	31,819	34,415	35,610	36,323	36,737	37,148
4	3[illegible]817	33,415	36,260	37,454	38,171	38,583	38,996
5	34,[illegible]15	35,015	38,717	39,910	40,626	41,040	41,451
6	36,[illegible]60	36,854	41,424	42,976	43,331	43,743	44,155
7	38,473	[illegible]9,067	44,125	45,317	46,034	46,448	46,859
8	40,683	41,281	47,446	48,640	49,353	49,763	50,177
9	43,139	43,736	50,764	51,955	52,672	53,084	53,497
10	45,533	46,129	55,291	56,483	57,200	57,612	58,025

College credit hours and Degrees must be delivered to the Board Personnel Office no later than October 1, in order to receive pay therefore.

Sport Supplementals will be paid on the first pay after that season is completed.

Other Supplementals will be paid twice yearly, January and June.

Separate checks must be made out for all Supplementals.

TEACHER STATE RETIREMENT

The Board agrees to pay the Teachers' State Retirement Contribution to the State School Employees' Retirement Fund in the amount of five (5%) percent of the salaries set forth in this schedule.

APPENDIX B.2
1994-95
SALARY SCHEDULE

STEP	BACHELORS	BACHELORS + 20 HOURS	MASTERS	MASTERS + 15 HOURS	MASTERS + 30 HOURS	SPECIALIST	DOCTORATE
1	27,995	28,612	30,292	31,536	32,283	32,709	33,140
2	31,062	31,681	33,872	35,116	35,859	36,287	36,715
3	32,469	33,092	35,792	37,035	37,776	38,206	38,634
4	34,130	34,752	37,711	38,952	39,698	40,126	40,556
5	35,792	36,415	40,265	41,507	42,251	42,682	43,109
6	37,711	38,329	43,080	44,695	45,064	45,493	45,921
7	40,011	40,630	45,890	47,130	47,875	48,306	48,733
8	42,310	42,933	49,344	50,585	51,328	51,754	52,185
9	44,865	45,485	52,794	54,033	54,779	55,208	55,637
10	47,355	47,974	57,503	58,742	59,488	59,917	60,346

College credit hours and Degrees must be delivered to the Board Personnel Office no later than October 1, in order to receive pay therefore.

Sport Supplementals will be paid on the first pay after that season is completed.

Other Supplementals will be paid twice yearly, January and June.

Separate checks must be made out for all Supplementals.

TEACHER STATE RETIREMENT

The Board agrees to pay the Teachers' State Retirement Contribution to the State School Employees' Retirement Fund in the amount of five (5%) percent of the salaries set forth in this schedule.

APPENDIX B.3
1995-96
SALARY SCHEDULE

STEP	BACHELORS	BACHELORS + 20 HOURS	MASTERS	MASTERS + 15 HOURS	MASTERS + 30 HOURS	SPECIALIST	DOCTORATE
0	25,000						
1	28,000	29,755	31,504	32,798	33,574	34,017	34,465
2	32,304	32,948	35,227	36,521	37,294	37,738	38,184
3	33,768	34,415	37,224	38,516	39,287	39,735	40,179
4	35,495	36,142	39,219	40,510	41,286	41,731	42,178
5	37,224	37,872	41,876	43,167	43,941	44,389	44,834
6	39,219	39,862	44,804	46,483	46,867	47,313	47,758
7	41,612	42,255	47,726	49,015	49,790	50,238	50,682
8	44,003	44,650	51,318	52,609	53,381	53,824	54,272
9	46,660	47,305	54,906	56,195	56,970	57,416	57,863
10	49,249	49,893	59,803	61,092	61,868	62,313	62,760

College credit hours and Degrees must be delivered to the Board Personnel Office no later than October 1, in order to receive pay therefore.

Sport Supplementals will be paid on the first pay after that season is completed.

Other Supplementals will be paid twice yearly, January and June.

Separate checks must be made out for all Supplementals.

TEACHER STATE RETIREMENT

The Board agrees to pay the Teachers' State Retirement Contribution to the State School Employees' Retirement Fund in the amount of five (5%) percent of the salaries set forth in this schedule.

APPENDIX B.4
1996-97
SALARY SCHEDULE

STEP	BACHELORS	BACHELORS + 20 HOURS	MASTERS	MASTERS + 15 HOURS	MASTERS + 30 HOURS	SPECIALIST	DOCTORATE
0	25,500						
1	28,000	30,053	31,819	33,126	33,910	34,357	34,810
2	32,304	33,277	35,579	36,886	37,667	38,115	38,566
3	34,106	34,759	37,596	38,901	39,680	40,132	40,581
4	35,850	36,503	39,611	40,915	41,699	42,148	42,600
5	37,596	38,251	42,295	43,599	44,380	44,833	45,282
6	39,611	40,261	45,252	46,948	47,336	47,786	48,236
7	42,028	42,678	48,203	49,505	50,288	50,740	51,189
8	44,443	45,097	51,831	53,135	53,915	54,362	54,815
9	47,127	47,778	55,455	56,757	57,540	57,990	58,442
10	49,741	50,392	60,401	61,703	62,487	62,936	63,388

College credit hours and Degrees must be delivered to the Board Personnel Office no later than October 1, in order to receive pay therefore.

Sport Supplementals will be paid on the first pay after that season is completed.

Other Supplementals will be paid twice yearly, January and June.

Separate checks must be made out for all Supplementals.

TEACHER STATE RETIREMENT

The Board agrees to pay the Teachers' State Retirement Contribution to the State School Employees' Retirement Fund in the amount of five (5%) percent of the salaries set forth in this schedule.

APPENDIX B.5
1997-98
SALARY SCHEDULE

STEP	BACHELORS	BACHELORS + 20 HOURS	MASTERS	MASTERS + 15 HOURS	MASTERS + 30 HOURS	SPECIALIST	DOCTORATE
0	26,000						
1	28,000	30,955	32,774	34,120	34,297	35,388	35,854
2	32,304	34,275	36,646	37,993	38,797	39,258	39,723
3	35,129	35,802	38,724	40,068	40,870	41,336	41,798
4	36,926	37,598	40,799	42,142	42,950	43,412	43,878
5	38,724	39,399	43,564	44,907	45,711	46,178	46,640
6	40,799	41,469	46,610	48,356	48,756	49,220	49,683
7	43,289	43,958	49,649	50,990	51,797	52,262	52,725
8	45,776	46,450	53,386	54,729	55,532	55,993	56,459
9	48,541	49,211	57,119	58,460	59,226	59,730	60,195
10	51,233	51,904	62,213	63,554	64,362	64,824	65,290

College credit hours and Degrees must be delivered to the Board Personnel Office no later than October 1, in order to receive pay therefore.

Sport Supplementals will be paid on the first pay after that season is completed.

Other Supplementals will be paid twice yearly, January and June.

Separate checks must be made out for all Supplementals.

TEACHER STATE RETIREMENT

The Board agrees to pay the Teachers' State Retirement Contribution to the State School Employees' Retirement Fund in the amount of five (5%) percent of the salaries set forth in this schedule.

APPENDIX B - SALARY SCHEDULE

COST OF LIVING ADJUSTMENT (C.O.L.A.)

Each teacher shall receive a cost of living adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100) and hereafter referred to as the CPI. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase, - rounded to the nearest one-tenth of one percent - of the CPI, multiplied by the appropriate salary steps as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April, _____. The resulting amount of money shall then be paid, rounded to the nearest $1.00 to each teacher no later than June 30, _____. Such payment shall be made a part of the teacher's regular _____ salary and folded into the _____ salary schedule, but shall be paid by a check separate from the teacher's regular paycheck. The limit of the increase from this computation shall be 0%.

In the event the teacher does not complete the school year or is employed for less than the full school year, the cost of living adjustment shall be prorated based upon a ratio of the number of workdays such teacher worked to 185 workdays multiplied by the cost of living adjustment.

SALARY PLACEMENT

BACHELORS + 20 HOURS - A teacher who has completed at least twenty (20) semester hours of university approved graduate study in his/her area of certificated endorsement or area of responsibility beyond a Bachelors Degree shall be placed on the B.A. + 20 salary scale. If said hours are outside of the teacher's area of certificated endorsement or are not part of the university approved advanced degree program, a teacher who is seeking to qualify under this provision shall obtain the prior approval of the Superintendent or designee for such hours. Undergraduate hours which are part of an advanced degree plan or program beyond the B.A. may be included within the twenty (20) hours. In addition, hours earned by a teacher beyond a Bachelors Degree which have been required by the School District and for which prior approval has been granted by the Superintendent shall qualify as part of the required twenty (20) hours under this provision.

"University" shall be defined to mean any institution which is empowered by a law to grant Baccalaureate or Advanced Degrees.

MASTERS + 15 HOURS - A teacher who has completed at least fifteen (15) semester hours of university approved graduate study in his/her area of certificated endorsement or area of responsibility beyond a Masters Degree shall be placed on the M.A. + 15 salary scale. If said hours are outside of the teacher's area of certificated endorsement or are not part of a university approved advanced degree program, a teacher who is seeking to qualify under this provision shall obtain the prior approval of the Superintendent or designee for such hours. Undergraduate hours which are

part of an advanced degree plan or program beyond the M.A. may be included within the fifteen (15) hours. In addition, hours earned by a teacher beyond a Masters Degree which have been required by the School District and for which prior approval has been granted by the Superintendent shall qualify as part of the required fifteen (15) hours under this provision.

APPENDIX B - SALARY SCHEDULE (continued)

"University" shall be defined to mean any institution which is empowered by law to grant Baccalaureate or Advanced Degrees.

MASTERS + 30 HOURS - A teacher who has completed at least thirty (30) semester hours of university approved graduate study in his/her area of certificated endorsement, area of responsibility, or toward an advanced degree beyond a Masters Degree, which may include a second Masters Degree, shall be placed on the M.A. + 30 endorsement or are not part of a university approved advanced degree program, a teacher who is seeking to qualify under this provision shall obtain the prior approval of the Superintendent for such hours. Undergraduate hours which are part of an advanced degree plan or program beyond the M.A. shall be included provided said course is approved by the Superintendent or designee within the thirty (30) hours. In addition, hours earned by a teacher beyond a Masters Degree which have been required by the School District and for which prior approval has been granted by the Superintendent or designee shall qualify as part of the required thirty (30) hours under this provision.

"University" shall be defined to mean any institution which is empowered by law to grant Baccalaureate or Advanced Degrees.

APPENDIX

Any teacher placed on the B.A. + 20, M.A. +15, and the M.A. + 30 salary schedules prior to September 1, 1979, shall not be subjected to the above qualifying provisions while in their present salary lane.

Bargaining unit members who acquire a Juris Doctorate or Doctor of Divinity Degree after August 31, 1993 shall not qualify for compensation on the Doctorate Schedule.

SALARY SCHEDULE FOR SPECIAL AREAS

SUMMER SCHOOL

Credit Courses by certified personnel	$15.00 per hour
Reading	$15.00 per hour

DRIVER EDUCATION $15.00 per hour

ADULT EDUCATION

Credit Courses by certified personnel	$15.00 per hour

CURRICULUM AND COMMITTEE WORK

Any teacher undertaking an assignment in excess of the school day whose assignment is not otherwise compensated herein by supplemental pay shall be paid a sum of $15.00 per hour.

OTHER ASSIGNMENTS

Any teacher undertaking an assignment in excess of the school year whose assignment is not otherwise compensated herein by supplemental pay shall be paid a weekly sum of 1/40th of his/her teaching salary.

LONGEVITY PAY

The Board of Education agrees to pay non-cumulative longevity pay to teachers in the amount of:

$1,000.00 after 15 years of service with
Clintondale Community Schools
$1,400.00 Beginning 1997-98 School Year

$1,600.00 after 20 years of service with
Clintondale Community Schools
$2,000.00 Beginning 1997-98 School Year

$2,200.00 after 25 years of service with
Clintondale Community Schools
$2,600.00 Beginning 1997-98 School Year.

Longevity shall be paid in June. Teachers whose employment anniversary date falls during the school year (from September through June) and who completed 15, 20, or 25 years of service to the school district during the school year (years of service does not include time on layoff or unpaid leaves of absence) shall be paid the specified amount and a pro-rated amount. The proration will be based upon one-tenth (1/10) of the longevity payment for each month between the employment anniversary month and the following June. The proration formula will begin with the employment anniversary month. Thereafter those teachers would be paid the regular longevity each June until the next longevity increment is reached. At that time the prorated formula will be used again.

APPENDIX B - SALARY SCHEDULE

{THE FOLLOWING SCHEDULE WILL BE USED AS A BASE FOR THE FIRST TWO EXPERIENCE STEPS FOR THE FOREGOING PERCENTAGES WITH CONSIDERATION GIVEN FOR EXPERIENCE IS A PARTICULAR SPORT. THEREAFTER STEPS 3-10 OF THE NEGOTIATED BACHELOR'S DEGREE SALARY SCHEDULE WILL APPLY. UP TO A MAXIMUM OF SEVEN (7) YEARS COACHING EXPERIENCE IN THE SAME SPORT OUTSIDE THE DISTRICT WILL BE ALLOWED IN THE FOREGOING PERCENTAGE}.

	95-96	96-97	97-98
BA 1	29,115	29,406	30,288
BA 2	32,304	32,627	33,606

APPENDIX B - SALARY SCHEDULE

ATHLETICS	PERCENTAGES
A. COACHING, HIGH SCHOOL	
Football, Varsity - Head Coach	12
Football, Varsity - Assistant Coach	9
Football, Junior Varsity	8
Football, Freshman	7
Basketball, Varsity Head Coach	12
Basketball, Junior Varsity	8
Basketball, Freshman	7
Basketball, Women's Varsity Coach	12
Basketball, Women's Junior Varsity Coach	8
Baseball, Varsity Head Coach	9
Baseball, Junior Varsity	6
Softball, Varsity	9
Softball, Junior Varsity	6
Track, Varsity - Head Coach - Boys & Girls	9
Track, Varsity - Asst. Coach - Boys & Girls	6
Golf, Head Coach	5
Cross Country - Head Coach	9
Wrestling - Head Coach	12
Wrestling - Assistant Coach	9
Swimming Coach	9
Tennis Coach	6
Gymnastics, Head Coach	8
Gymnastics, Assistant Coach	6
Cheerleader Coach	10
Pom Pon Coach	5
Volleyball Coach, Varsity	9
Volleyball Coach, Junior Varsity	6

B. COACHING, MIDDLE SCHOOL

Football - Head Coach	6
Football - Assistant Coach	5
Basketball - Grade 8	6
Basketball - Grade 7	6
Track - Head Coach	6
Track - Assistant Coach	5
Volleyball - Head Coach	5
Junior High Wrestling	5
Gymnastics Coach	4
Cheerleader Coach	5

C. COACHING, ELEMENTARY

Football	3
Basketball	3
Gymnastics	3

ACTIVITIES	**PERCENTAGES**
D. HIGH SCHOOL	
*Student Council Advisor	8
Yearbook Advisor	6
**Drama Advisor	6
Music - Instrumental, including concerts, marching band and pep band	12
Music Concerts - Vocal	5
Class Sponsors:	
Senior	5
Junior	5
Sophomore	2
Freshman	2
Pep Club Sponsor	3
Club Sponsors	2
Newspaper Sponsor	6
*Department Heads	5
Debate Sponsor	4
Quiz Bowl	5
Science Olympiad	5

E. MIDDLE SCHOOL

Student Council Advisor	6
Music Concerts - Instrumental	6
Music Concerts - Vocal	4
Club Sponsors	2
*Department Heads	5
Yearbook Advisor	4
Drama: (Two [2%] percent if offered as a class, Five [5%] percent if held as a complete after school activity)	
Science Olympiad Coach	5

F. ELEMENTARY

Music - Instrumental 4
Music - Vocal 3
Service Squad 2
Safety Patrol 3
Camping 2
Science Olympiad Coach 5
Other activities authorized by Board of Education, including student council, newspaper, etc. . . . 1

G. OTHER

Driver Education Coordinator - $275.00 per semester
Computer Coordinators - $750.00 Per Semester

Hourly Rates - $15.00 Per Hour

Remuneration (annual) for a given assignment bears a percentage relationship to the appropriate level on the Bachelor's Schedule. The appropriate level is represented by the teacher's previous years of experience in directing a given activity in the Clintondale Schools, plus credit for outside experience, up to seven (7) years.

*If release time is provided, the supplemental pay percentage is not applicable.

**Includes fall and spring student productions.

ARTICLE XXIX
DURATION OF AGREEMENT

This Agreement shall be effective from September 1, 1993, and shall continue in effect until midnight, August 31, 1998.

BOARD OF EDUCATION

CLINTONDALE COMMUNITY SCHOOL DISTRICT

By: Ronald Fisher
President

By: Joan M. Walmsley
Secretary

MEA-NEA LOCAL 1

EDUCATION ASSOCIATION

By: Joseph Syrkowski
Association President

By: Nancy White
Executive Director

By: Loretta E. Abrahamsson
Association Secretary

By: Lu Battaglieri
President, MEA-NEA Local 1

Ratified by the MEA-NEA Local 1
on April 7, 1995, and the
Board of Education on May 5, 1995

Clintondale
COMMUNITY SCHOOLS

35100 Little Mack
Mt. Clemens, Michigan 48043
(313) 791-6300

RAYMOND M. CONTESTI, Ed.D.
Superintendent

Donald J. Seiferlein
Deputy Superintendent

The Team Working Together

for Our Children's Future

LETTER OF INTENT

September, 1986

MEA-NEA Local 1
33 North River Road
Mt. Clemens, Michigan 48043

RE: Vocational Education

Dear Union Members:

It is expressly understood by the parties that the position of Director of Vocational Education is excluded from the bargaining unit. However, if the Director of Vocational Education serves as a classroom teacher for any part of the day, then that time as a classroom teacher is a bargaining unit position.

It is further understood that the Director of Vocational Education shall have no evaluative responsibilities for teacher bargaining unit positions.

Raymond M. Contesti, Superintendent

RMC/bw

Clintondale
COMMUNITY SCHOOLS

35100 Little Mack
Mt. Clemens, Michigan 48043
(313) 791-6300

RAYMOND M. CONTESTI, Ed.D.
Superintendent

Donald J. Seiferlein
Deputy Superintendent

The Team Working Together

for Our Children's Future

LETTER OF INTENT

September, 1986

MEA-NEA Local 1
33 North River Road
Mt. Clemens, Michigan 48043

RE: Middle School Preparation Period Reporting Time

Dear Union Members:

As an expression of appreciation for middle school teachers having more student-teacher contact time than appears to be the case in surrounding school districts, and at the request of the teachers' union, the MEA-NEA Local 1, speaking for the teaching staff, the Board of Education is agreeable to extending to middle school teachers the opportunity to do part of their preparation work outside the regular school day as defined in Article IV of the Master Agreement.

Middle school teachers with last hour planning periods may, if they like, leave 10 minutes after the students dismissal rather than remain in school to complete their scheduled preparation period at the end of the school day for the duration of this Agreement.

For any teacher who has a preparation period during the middle of the day, rather than at the beginning or the end of the day, the Board will attempt to arrange schedules in such a fashion that all teachers involved shall be afforded comparable flexibility.

It is not the intention of the Board, however, in making these allowances to interfere with the ability of the principal of the school to schedule staff meetings during the regularly scheduled preparation periods.

BOARD OF EDUCATION
CLINTONDALE COMMUNITY SCHOOL DISTRICT

Judith A. Akers

Judith A. Akers, President

JAA/bw

{LETTER OF UNDERSTANDING
INCREASE IN HOURS OF INSTRUCTION
SCHOOL YEAR 1995-1996; 1996-1997 AND 1997-1998}

(April 1, 1995)

ELEMENTARY

Beginning in the 1995-1996 school year, ten (10) minutes of instruction time will be added to the beginning of the student day and five (5) minutes of instruction time will be added to the end of the student day. Teachers shall report no later than five (5) minutes before the student day begins and leave no earlier than ten (10) minutes after the student day ends. Fourteen (14) one-half days be scheduled with instruction time of not less than three (3) hours on those days. The intent is to schedule an additional fifteen (15) minutes instruction time per day for the students.

Beginning in the 1997-1998 school year, a fifteen (15) minute adjustment to the lunch hour will be implemented. The duty-free lunch period will be not less than thirty (30) minutes for all elementary teachers.

MIDDLE SCHOOL

In order to meet the State Aid Act of 1994, beginning in the 1997-1998 school year, instruction time in the Middle School will be increased fifteen (15) minutes per day. The teacher work day will be seven and one quarter (7 1/4) hours, which is equal to the elementary and high school teacher work day.

By: Joseph Syrkowski
Joseph Syrkowski
Association President

Ronald Fisher
Ronald Fisher, President
Board of Education

{LETTER OF UNDERSTANDING}

(April 1, 1995)

Notwithstanding any other provision of the contract to the contrary, the Clintondale Community Schools shall provide a cash option in lieu of health benefits. The cash amount shall be $75.00 per month. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

The program will become effective September 1, 1995. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

All cost relating to the implementation and administration of benefits under this program shall be borne by the Clintondale Community Schools.

Joseph Syrkowski

Joseph Syrkowski
Association President

Ronald Fisher

Ronald Fisher, President
Board of Education

{LETTER OF UNDERSTANDING
EARLY RETIREMENT INCENTIVE}

It is understood that the intention of the parties hereto is that the t.a.ed agreements concerning retirement incentives and new teacher salaries are contingent upon one another.

If the retirement incentive package is not accepted by at least twenty (20) teachers then the school shall not be obligated to offer said incentive and the Association shall not be obligated to accept the new teacher pay schedule.

The Retirement Incentive Package shall be as follows:

Upon acceptance by twenty (20) or more teachers, the school shall offer the following retirement incentive:

At the election of the bargaining unit member, a plan offering a $50,000 payment over five (5) years in equal annual installments of $10,000, or a $60,000 payment over ten (10) years in equal annual installments. Said installments shall commence October 1, 1995.

In the event a teacher desires to purchase years of service to qualify for retirement under the contract, the school shall pay to said teacher as much of the agreed upon retirement payment up to $25,000, as is necessary to qualify for retirement. Said monies shall be paid by the school to said teacher for purchase of said service years only. The remaining balance of payments shall be made to said teacher in equal installments over the balance of the pay off years agreed upon commencing October 1, 1996.

In the event of the death of a teacher accepting the E.R.I., the unpaid balance of the incentive will be paid to the designated beneficiary at the negotiated schedule and manner of payment. If no beneficiary is named the remaining payments will be paid to the teacher's estate per schedule and agreed manner of payment.

T.A.
April 1, 1995

Joseph Syrkowski
Joseph Syrkowski, President

Ronald Fisher
Ronald Fisher, President

District Policy requires nondiscrimintaion on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, handicap or disability. The following persons have been designated to handle inquiries regarding the nondiscrimination policies: Mr. George Sassin, The Age Act, 21415 Sunnyview, Clinton Twp., MI, (810) 791-3400; Ms. Rementa Muldrow, Title II and Section 504, 35200 Little Mack, Clinton Twp., MI, (810) 791-6300; Mr. James Honey, Title VI, 33749 Wurfel, Clinton Twp., MI, (810) 791-3500; Mr. Donald Trahan, Title IX, 22280 East Price Drive, Clinton Twp., MI, (810) 791-4110.