

8/26/96

PROFESSIONAL AGREEMENT



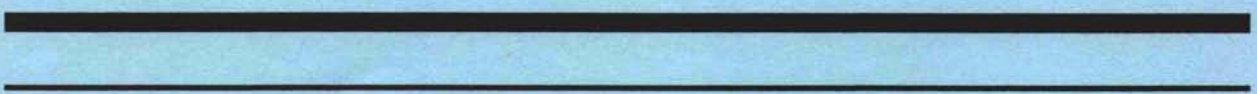
**1994-95
1995-96**

Between

SCHOOL DISTRICT OF THE CITY OF CLAWSON

and the

CLAWSON EDUCATION ASSOCIATION



Clawson Public Schools

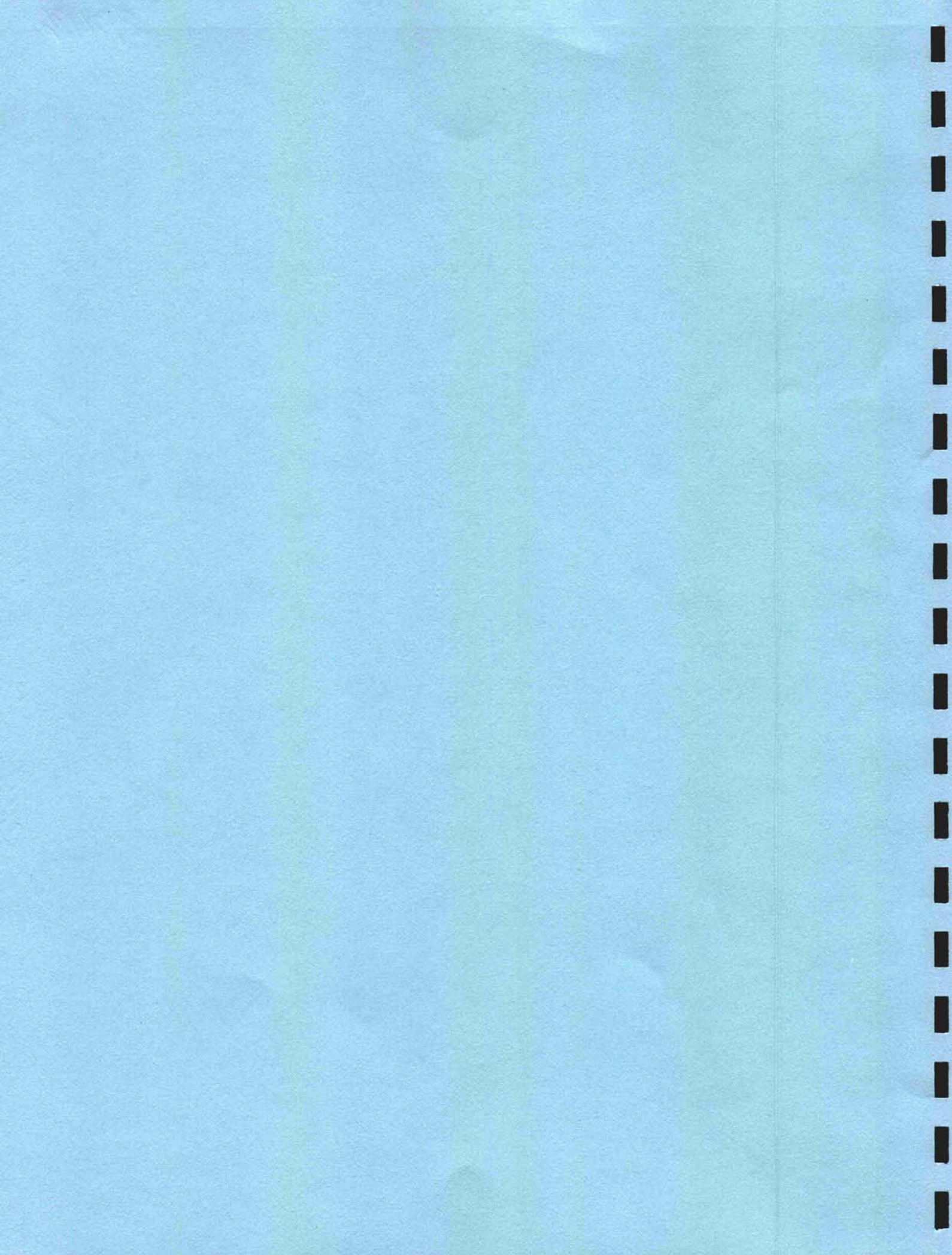


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CLAWSON BOARD OF EDUCATION

AND

CLAWSON EDUCATION ASSOCIATION, MEA/NEA

This Agreement is entered into this 19th day of December, 1994 by and between the Board of Education of the City of Clawson, Michigan, hereinafter called the "Board", and the Clawson Education Association, MEA/NEA, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize that providing a quality education for the children of Clawson is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; 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 and the Association have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain reasonably with each other with respect to hours, wages, terms, and condition of employment of the teaching staff; and,

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to reduce to writing; therefore,

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

ARTICLE 1
Recognition

1.01 The Board hereby recognizes the CEA as the exclusive bargaining representative as defined in Section 11 of Act No. 379, Public Acts of 1965 as amended, for all full-time and part-time professional personnel it employs whether or not assigned to a public school building, who are certified by the Michigan Department of Education; including but not limited to:

Classroom teachers	School Psychologists
Pre-k-dg teachers including headstart	Social Workers
Permanent substitutes	Speech & Hearing Therapists
Guidance counselors	Advising or Critic Teachers
Librarians	Teachers of the Homebound/Hospitalized
Reserve teachers (as defined in Article 18)	

Not included in the bargaining unit are:

Supervisory, administrative and executive personnel
Office and clerical personnel
Day-to-day substitute teachers and paraprofessional personnel/teacher aides
Maintenance and operating personnel

1.02 In cases where it is known that a contract teacher will be unable to perform his/her teaching duties for seventy-five (75) calendar days or longer, the Board shall provide for a substitute teacher for the remainder of the teacher's absence by recalling the most seniored certified laid-off Clawson teacher at the contractual salary and benefits in effect under Schedule A and C that the recalled teacher would ordinarily qualify under. The recalled teacher shall pay a pro rata dues, assessments, or equivalent service fee to the Association consistent with the provisions of Article 2.

In cases where a teaching station requires a substitute for less than seventy-five (75) calendar days, the position will be filled in the following manner: where a Reserve Teacher is available and is certified to teach the class, the teacher shall be assigned and, beginning with the 31st day in that assignment, shall be paid the rate of pay to which he/she would normally be entitled under Schedule A.

In cases where a Reserve Teacher is unavailable or does not feel qualified to accept the assignment, an emergency substitute will be utilized and paid at the extended substitute rate established by the Board of Education.

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

ARTICLE 1 - CONTINUED

1.04 Term definitions: When used in this Collective Bargaining Agreement:

"Board of Education" shall mean the Board of Education;

"Board" shall mean the Board of Education, Superintendent, Assistant Superintendent, Business Manager, Building Administrator or any other agent of the Board of Education.

"Teacher" shall mean all employees represented by the Association in the bargaining unit as recognized as above.

"Permanent substitute" shall refer to a teacher who qualifies under 1.02, paragraph B.

ARTICLE 2 Association Rights

2.01 The Association shall provide to all teachers the necessary application(s) for CEA/MEA/NEA membership. The Board and Association shall inform the teachers, as does the Master Agreement, of their obligation to pay a service fee, or membership dues, to the Association (Unified Profession) as a condition of employment.

2.02 Any teacher who is a member of the Association, or who has applied for membership, must sign and deliver to the Association an assignment authorizing deduction of membership dues and assessments of the Association, including CEA/MEA/NEA, by the first Friday of the school year. Said authorizations shall then be delivered by the Association to the Board no later than ten (10) days prior to the last pay in September of that school year.

The Association may also deliver to the Board, as described in Section 2.02 above, voluntary PAC contribution authorization forms. Said contributions shall then be deducted from the pay checks of the teachers in the same manner as the CEA/MEA/NEA dues. These monies shall be sent to the Association monthly.

2.03 The amount of dues deduction will be calculated by dividing the annual dues by the number of pay dates between the last pay date in September and the last pay date in June inclusive. An adjustment for any additional fraction of the annual dues will be deducted from the last pay in June. The deduction will be made on each pay date between the last pay date in September and the last regular pay date in June inclusive. Remittance to the CEA by the Board of such deductions shall be on a monthly basis, and shall be accompanied by a CEA membership printout list. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. Any assessments shall be deducted and remitted to the Association, when authorized in writing by the CEA President or Executive Director, within two weeks of said Association authorization. The Board will furnish the CEA monthly, at its principle office, the name and building assignment of all teachers hired, terminated, or otherwise removed from the payroll.

ARTICLE 2 - CONTINUED

- 2.04 Any teacher who is not a member of the Association, or who does not make application for membership within one (1) week from the date of commencement of teaching duties, shall, as a condition of employment, pay a fee directly to the Association, the amount to be determined by the Association. However, the teacher may authorize payroll deduction for such fee.
- In the event that a teacher shall not arrange to pay such a fee, or to join the Association, the Board shall terminate said teacher no later than three (3) weeks after the commencement of teaching duties. 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.
- 2.05 The Board agrees to furnish the Association two copies of Board agendas and minutes. In addition, when requested in writing, the Board shall furnish the Association other materials considered by Law to be public information. Further, the Board shall, in a timely manner, send copies of Board agendas and minutes to each building for posting on the Association bulletin board.
- 2.06 The Board shall make available to the Association, in a timely manner, upon request, other materials needed for bargaining unit negotiations.
- 2.07 The Association and its members shall have the right to reasonable use of school facilities and equipment for meetings at all reasonable hours, so as not to interfere with regularly scheduled school activities, provided approval is obtained in advance from the Superintendent of Schools or his/her agent, and provided the Association shall pay for any extra maintenance and service cost incurred because of any meeting.
- 2.08 The Association shall have the right to hold building meetings within fifteen (15) minutes after the regular dismissal time for students on Tuesdays. Other days for Association building meetings may be used on approval of the building principal. In all cases the building principal shall assign a suitable room for the Association meetings.
- 2.09 The President of the Association or his duly appointed representative(s) shall be released from regular duties without loss of salary at least forty-five (45) days each year for the purpose of participating in Association business. Any additional days may be granted by the Superintendent after being requested by the Association, and only the cost of the substitute salary shall be borne by the Association for days in excess of 45 days.
- 2.10 Copies of the Agreement shall be printed at the expense of the Board. Copies of the Agreement shall be presented by the Board or its agent to all teachers now employed or hereafter employed by the Board. Further, the Board will provide the Association with at least one hundred (100) copies of the Agreement for its own use. Copies of the Master Agreement will be made available within thirty (30) days after ratification by the Association and the Board.

ARTICLE 3
Teacher Rights

- 3.01 The Board understands that every teacher employee of the school system shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of Michigan, the United States, or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher by reason of membership in the Association, participation in any activities of the Association, or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or condition of employment.
- 3.02 No teacher shall be prevented from wearing official insignia, pins, or other identification of membership in the Association, either on or off school premises.
- 3.03 Deductions for South Oakland County Employees Credit Union, Tax Deferred Annuities, or other current deductions will continue as authorized by individual teachers or law. Other deductions may be arranged by mutual agreement between the Board and the CEA.
- 3.04 Just Cause - No fully tenured or fourth (4th) year probationary teacher shall be disciplined, discharged, reprimanded, reduced in rank or compensation, dismissed or suspended without just cause.
- 3.05 The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap, or membership in, or association with the activities of any employee organization. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity for all students. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not the appropriate concern or attention of the Board unless it affects performance as an educator.
- 3.06 Annexation - In the event that the Clawson Public Schools are forcibly or voluntarily annexed through action taken by the Courts, the State of Michigan, State Board of Education, Intermediate School District, to, or consolidated with, another district(s), teachers of the Clawson Public Schools shall retain seniority rights and their tenure status or probationary status that would have been afforded had no annexation taken place.
- Annexation or consolidation through action taken by Courts, the State of Michigan, State Board of Education, Intermediate School District, or electorate, shall not cause a teacher to lose or reduce leave rights, salary status, fringe benefits, employment or other rights provided for in this Master Agreement.

ARTICLE 3 - CONTINUED

- 3.07 The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency; or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to respond to the arbitrator's award as provided under Article 16, Grievance Procedure.
- 3.08 Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School laws, Teacher Tenure laws, or the application of civil service laws and regulations. The rights granted to and the duties of teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- 3.09 In any meeting with an Administrator, the teacher shall be entitled to have an Association Representative present. If a teacher requests an Association representative at the meeting, and the meeting can be delayed with no effect on the educational process, then up to a 24 hour delay shall be granted. In cases where the educational process will be effected, and the teacher requests an Association member to be present, or the Administrator requests the Association to be present, the Building Representative, or his designee, will meet with the Administrator as soon as possible.
- All reprimands, warnings and/or disciplining of a teacher shall be done in private. Both parties may have representatives present.
- 3.10 It is understood by the parties that two personnel files are kept concerning teachers: (1) Central Office personnel file, which is the district permanent record file, (2) the Building Administrator's file, which is the Building Principal's working file.
- Unless waived by the teacher, copies of all materials entered in either personnel file shall be given within ten (10) days to the teacher.
- Teachers shall have access to either file for examination in the presence of the administrator or his/her designee. A representative of the Association may be requested by the teacher to accompany the teacher in such review.
- Teachers shall have the right to insert a rebuttal to any item placed in either personnel file and it shall be attached to the item rebutted. All complaints received by the Administrator, which may be used in the rating or evaluation of a teacher, shall be reported to the teacher within two (2) weeks after the administrator received the complaint.
- 3.11 Letters of complaint sent to the Board of Education shall be forwarded to the proper administrator, who shall investigate the complaint with the teacher and/or persons involved, and given a full written report to the Superintendent of Schools and teacher, within five (5) days of completion of the investigation.

ARTICLE 4
Board of Education Rights

- 4.01 There is reserved exclusively in the Board of Education all the responsibilities, powers, rights and authority vested in it by the laws and constitution of Michigan and of the United States, or which have been heretofore properly exercised by it, except where expressly limited by the provisions of the Agreement. The Board retains the right, among others to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of the Agreement, and/or are not violative of the law.

ARTICLE 5
Professional Compensation

- 5.01 The salaries of teachers and payment for extra-curricular activities covered by this Agreement are set forth in Schedules A and B which are attached to and incorporated in this Agreement.
- 5.02 The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, commencing not earlier than August 25th, and concluding not later than June 30, unless it is necessary to extend beyond June 30 to provide for a minimum of one-hundred eighty (180) instructional days, (working days to be set forth in the school calendar). For extra work, the teacher shall be entitled to appropriate additional professional compensation as set forth in the salary schedule. Teachers required to work extra days, not covered by Schedule B, will be compensated at the rate of 1/184 of annual salary per day, or equal compensatory time, at the option of the teacher. Compensation for the school year will be at 1/184 of annual salary, per day, or equal compensatory time, at the option of the teacher.
- 5.03 "Comp Time can be earned through substituting for another teacher during a scheduled plan period, through the participation in an activity in which prior written approval from the building administrator has been given, or through attendance at any building activity* for which comp time has not already been allocated.
- Those teachers who have accrued "Comp Time" will be compensated in one of the two methods defined below:
- 5.03.01 "Comp Time" will be paid at the rate of \$22.50 per hour and will be disbursed at the next payroll period or accumulated and disbursed at the end of the semester or the school year at the option of the teacher.
- 5.03.02 "Comp Time" can only be used in half (1/2) day or full day increments. A half-day at the High School will be defined as three periods. A half-day at the Middle School will be defined as 3-4 periods. Elementary half-days shall end and begin at 12:00 p.m. (noon).

ARTICLE 5 - CONTINUED

Teachers will give forty-eight (48) hours notice for the use of accrued "Comp Time" except at holiday and vacation periods when two weeks' notice is necessary. No more than three (3) teachers per building may use "Comp Time" before or after the above referenced holiday, vacation period or any Monday or Friday.

All accrued "Comp Time" must be used prior to Memorial Day of each school year unless prior approval is given by the building administrator.

There will be no carryovers of "Comp Time" from one school year to the next.

*Duplicate Open Houses, duplicate parent-teacher conferences and other school related activities that teachers are requested to attend.

5.04 Teachers may select any one of the following three (3) options. Options should be made by June 10 for the following year. Requests for change in options by the teachers, after the above date, will be at the discretion of the Board.

OPTION 1: Gross salary is to be divided into 21 equal bi-weekly paychecks, payments beginning the first Friday of the school year.

OPTION 2: Gross salary is to be divided into 26 equal bi-weekly paychecks, payments beginning the first Friday of the school year. Paychecks 21-26 shall be given to the teachers on their last regular pay.

OPTION 3: Gross salary is to be divided into 26 equal bi-weekly paychecks, payments beginning the first Friday of the school year. Paychecks 22-26 shall be mailed to them by the Board Office.

5.05 Effective the second semester of the 1994-95 school year, included with the first regularly scheduled paycheck of the year will be a schedule of pay dates. If school is not in session within two (2) days of the scheduled pay date, paychecks will be issued on the last day of school before the pay date; otherwise checks will be mailed or may be picked up at the Board Office.

5.06 Clawson teachers shall be allowed to accept remuneration for tutoring any Clawson Public School student, as long as that student is not currently in the teacher's class, the appropriate administrator approves the assignment and the tutoring is not conducted on school district property except when waived by the Superintendent of Schools.

ARTICLE 6
Teaching Hours

6.01 The teachers' hours in the secondary schools shall be as follows:

- | | | |
|----|-------------------------------------|-----------|
| 1. | Teacher check-in | 7:55 a.m. |
| 2. | Teacher at assigned place of duty | 8:05 a.m. |
| 3. | First class begins | 8:05 a.m. |
| 4. | Last hour class ends | 2:45 p.m. |
| 5. | Teacher shall leave no earlier than | 3:00 p.m. |

Teachers will be allowed to leave school as soon as regular classes have ended on Friday, the day before holidays, or Association meeting days. Further, teachers may leave the building prior to 3:00 p.m. on other days if approved by the building principal.

6.02 The teachers' hours in the elementary schools shall be as follows:

	<u>1994 - 1995</u>	<u>1995 - 1996</u>
1.	Teacher check-in	
	8:00 a.m. (1)	8:10 a.m. (1)
	8:15 a.m. (2)	8:20 a.m. (2)
	8:30 a.m. (3)	8:30 a.m. (3)
2.	Teacher at assigned place of duty	8:50 a.m.
3.	Classes begin at	8:45 a.m.
4.	Classes end at	2:50 p.m.
5.	Teacher shall leave no earlier than	3:05 p.m.
	3:05 p.m. (1)	3:15 p.m. (1)
	3:20 p.m. (2)	3:25 p.m. (2)
	3:35 p.m. (3)	3:35 p.m. (3)

The elementary schedule shall contain a flexible starting and ending time. For the 1994-1995 school year, teachers may check in at 8:00, 8:15, or 8:30 a.m. and leave correspondingly at 3:05, 3:20, or 3:35. For the 1995-1996 school year, teachers may check in at 8:10, 8:20, or 8:30 a.m. and leave correspondingly at 3:15, 3:25, 3:35 p.m. Teachers will arrive no later than 15 minutes before the start of the student day and leave no less than 10 minutes after the end of the student day.

Elementary teachers shall:

- a) Indicate to their supervisors when they will check in and out (each semester).
- b) Be responsible for attending staff and curriculum meetings.
- c) Inform parents by letter when they are available for parent-teacher conferences.

Elementary lunch shall begin no earlier than 11:00 a.m.

On days when students are not in session or are in session for a half-day only, the lunch period for all teachers shall be extended.

Teachers shall be allowed to leave school as soon as regular classes have ended on Friday, the day before holidays, or Association meeting days. Further, teachers may leave the building prior to their scheduled ending time on other days if approved by the building principal.

6.03 All elementary teachers, including Special Education, shall be entitled to a duty-free uninterrupted lunch period of no less than thirty (30) minutes.

6.04 The normal weekly teaching load in the elementary schools shall in no case exceed an average of five (5) hours and fifteen (15) minutes of student instruction per day, exclusive of specials' time. No departure from these norms shall be authorized without prior agreement between the Board and the Association.

The normal teaching load in the high school shall be twenty-five (25) teaching periods and/or study periods per week and five (5) unassigned preparation periods per week. The normal teaching load in the middle school shall be thirty (30) teaching periods and/or study periods per week and five (5) unassigned preparation periods per week. Middle school periods shall be forty-five (45) minutes in length except period four which will be fifty (50) minutes in length. There shall be a daily ten minute homeroom.

Employees who teach in both high school and middle school shall be guaranteed a daily, duty free, lunch period of thirty-five (35) minutes, including passing time and a daily planning period block of no less than forty-five (45) minutes.

When it is necessary to combine high school/middle school classes into a single teaching assignment which exceeds 275-280 minutes per day not including homerooms, the teacher will be compensated at the rate of \$1,500 per year. If a teacher's schedule exceeds the above stated amounts of time for any part of a semester, then the teacher shall receive \$750 for the semester. This paragraph shall not be applicable following the completion of the 1994-95 school year.

6.05 The Association recognizes that from time to time it is necessary to conduct meetings in the area of curriculum and faculty responsibilities. Accordingly there shall be no more than two (2) faculty meetings per month, of up to one (1) hour duration, and/or one (1) curriculum meeting per month, of up to one (1) hour in duration.

Faculty are requested to avoid scheduling appointments (i.e., dentist, doctor, etc.) on faculty meeting days, unless emergencies make such appointments unavoidable.

Starting Times:

1. Staff Meetings - shall begin five (5) minutes after regularly scheduled student dismissal time.

2. Curriculum Meetings - which involve two (2) or more buildings shall start no later than twenty (20) minutes after the regularly scheduled student dismissal time; provided that senior high/middle school combination curriculum meetings shall start no later than ten (10) minutes after the regularly scheduled student dismissal time.

ARTICLE 7
Transfers, Assignments, Vacancies

7.01 Involuntary Transfers

7.01.01 In cases which necessitate an involuntary transfer, it is agreed that certification first, the lowest district-wide seniored teacher within that building second, and then qualifications* shall be the deciding factors.

7.01.02 All teachers whose assignments will be changed due to an involuntary transfer for the coming school year shall be given written notice of their assignments no later than the end of the school year, except as noted in 7.01.03 (c) of the paragraph below and in cases where a teacher returns from a leave or returns from a lay-off.

7.01.03 Involuntary transfers may be effected for justifiable reasons. For purposes of this provision, justifiable reasons are:

- (a) Changes in student enrollment within the effected building or within the district.
- (b) In order to recall laid-off teachers.
- (c) Program changes.

7.01.04 An involuntary transfer shall be defined as:

- (a) A change from one building to another.
- (b) A change in department in the secondary.
- (c) Any change in assignment that is made by the first Friday of the new school year. From the first Friday after the beginning of the school year there shall be no involuntary transfers except to effectuate the recall of a laid-off teacher during the school year.
- (d) A change from lower elementary (K-3) to upper elementary (4-5) or upper elementary to lower elementary.

7.02 Qualifications

7.02.01 High School

1. A teacher who has a major in a subject area is qualified at any time to teach that subject.
2. A teacher who has a minor in a subject area but has not taught in that area for the last six (6) years, will take five (5) to six (6) semester hours in the first year of new assignment to become qualified.
3. A teacher who is North Centrally certified but has not taught that subject in the last six (6) years will take five (5) to six (6) semester hours in the first year of the new assignment to become qualified.
4. The Board will pay for all retraining.
5. All retraining courses must be passed with a minimum grade of 2.0 or P (in a Pass/Fail Course).
6. All training courses will be mutually agreeable to both the teachers and the building administrator. Absent agreement, the Superintendent and the Association will meet in a timely manner with the parties to help resolve the impasse.
7. The teacher must complete the coursework by August 25 of the year the assignment commences.

7.02.02 Middle School

1. A teacher who has a major in a subject area is qualified at any time to teach that subject.
2. A teacher who has a minor in a subject area but has not taught in that area for the last six (6) years, will take three (3) semester hours in the first year of the new assignment to become qualified.
3. Teachers shall be assigned to any middle school position for which they are certified instead of being laid off because they are not qualified. They shall have the first year during the new assignment to take three (3) hours to become qualified.
4. The Board shall pay for all retraining.
5. All retraining courses must be passed with a minimum grade of 2.0 or P (in a Pass/Fail Course).

ARTICLE 7 - CONTINUED

6. All training courses will be mutually agreeable to both the teachers and the building administrator. Absent agreement, the Superintendent and the Association will meet in a timely manner with the parties to help resolve the impasse.
7. The teacher must complete the coursework by August 25 of the year the assignment commences.

Teachers in the high school and middle school who fail to become qualified for new assignments may face layoff at the end of the first year of a new assignment.

7.02.03 Elementary

1. Teachers in Grades K through 5 who are certified for K through 5 are also qualified.
2. A teacher who is certified K-5 but has not taught K-5 for the last six (6) years will take three (3) semester hours in the first year of the new assignment to become qualified.
3. The Board shall pay for all retraining.
4. All retraining courses must be passed with a minimum grade of 2.0 or P (in a Pass/Fail Course).
5. All training courses will be mutually agreeable to both the teachers and the building administrator. Absent agreement, the Superintendent and the Association will meet in a timely manner with the parties to help resolve the impasse.
6. The teacher must complete the coursework by August 25 of the year the assignment commences.

7.02.04 Teachers in the high school, middle school and elementary schools who do not become qualified for new assignments may face layoff at the end of the first year of a new assignment. In such cases, Article 10.03 may be waived so that non-qualified teachers may be laid-off between August 26 and the first Regular Board of Education Meeting in September.

7.02.05 It is expressly understood that qualifications as described above shall be applicable to voluntary transfers, involuntary transfers and vacancies.

7.03 Assignments

In the secondary schools class assignments shall be handled as follows: By April 15 of each school year, teachers within each departmental area shall be provided opportunity to confer with and make recommendations to administration regarding course proposals and proposed teaching assignments as part of the process of developing a final master schedule for each semester and/or school year. If specific teacher recommendations cannot be accommodated, teachers affected shall be notified by May 15 of each school year.

7.04 Vacancies

A vacancy is when a teacher leaves a position and that position requires a teacher to fill the position. This shall include layoff, leave of absence, and resignations or dismissal. A vacancy is created also when a new teaching job and/or position is introduced into the program.

When a vacancy occurs during the school year the Board has the option of filling said vacancy either by voluntary transfer or new hire. It is further understood that recalls of laid-off teachers shall be the first method used to fill the vacancy when anyone on layoff is certified for the position.

When a non-laid-off teacher is displaced at the end of the school year because it is necessary to have a lesser number of teachers in the building, the most senior displaced teacher shall have the right to choose from all vacant positions including those created by layoff.

When it is necessary to move a teacher from one grade level to another within an elementary building the teacher with the lowest seniority within the grade level that is decreased shall be moved.

Vacancies at year's end in the bargaining unit shall be posted and offered first, by seniority to all displaced teachers; secondly, by seniority to all non-laid-off teachers who apply and lastly by seniority to all laid-off teachers. It is understood that any teacher referenced in this paragraph must be certified and qualified (See Article 7.02) to be assigned to a vacant position.

As a teacher is laid-off, the position which he/she left shall be considered a vacancy. Non-laid-off teachers may submit request for transfers to these vacancies.

If requests are refused, the teacher may ask the Association to meet with the administration in an attempt to resolve the problem.

As laid-off teachers are called back they will be apprised of any and all openings in the District and will choose their assignments according to seniority and certification.

ARTICLE 7 - CONTINUED

In individual cases and because of unusual circumstances the Board shall be empowered to implement a change in the above transfer, assignment and vacancy procedure if concurrence can be reached with the Association.

All vacancies occurring within the bargaining unit shall be posted in each building for at least five (5) days prior to the position being filled. The postings shall contain.

1. The building or special service department.
2. The tentative grade level and/or courses to be taught.
3. The academic and professional qualifications desired for the position.
4. The certification requirements and, if any, the accreditation requirements.

A copy of each posting shall be forwarded to the SODA Office. Vacancies occurring during the summer recess shall first be filled from personnel surveys (Appendix D) or from other written material (postmarked by June 30) sent by the teacher to the Board.

Vacancies and new positions shall be filled voluntarily when possible, and based upon the certification, seniority and qualifications of the applicants, in that order. Seniority shall be defined as found in the Article dealing with Layoffs and Recall.

ARTICLE 8 Teaching Conditions

- 8.01 The Board shall provide two (2) uniforms for all shop, science, art and home economics teachers in the district. Said uniforms shall be replaced yearly, or later if mutually agreed upon, and remain the property of the school district.
- 8.02 The Board agrees to permit teachers to conduct educational field trips after the necessary forms have been filed and approved.
- 8.03 The Board of Education agrees to maintain an adequate list of certificated substitute teachers. When it is necessary for the regular teacher to be absent, he/she shall call and inform the School District before 7:00 a.m. to report his/her unavailability for work. It shall be the responsibility of the Administration to arrange for a substitute teacher. A teacher who has reported his/her unavailability for work may request a particular substitute teacher for his/her classroom.

The School District will supply the Association with a list of available substitute teachers in the district up to three times a year when requested by the Association. The list will include name and teaching areas.

ARTICLE 8 - CONTINUED

8.04 Student Teachers - The parties agree that student teachers are an important aspect in good teacher preparation; therefore it is agreed that:

1. Only tenure teachers will supervise student teachers.
2. Only teachers who volunteer or request student teachers will be granted a student teacher.
3. No more than five (5) student teachers will be assigned to the district any year, unless that number is mutually changed.

8.05 Telephones - Regular school telephone facilities shall be made available to teachers for school business and limited personal use only. All telephone calls requiring the dialing of the digit "1" and an area code or any zone call shall be made at the teacher's expense, except school business calls as may be approved and recorded by the school office on the forms provided. The Board shall provide a telephone for the use of teachers in each school building teachers' work room (lounge). Telephone lines and extensions shall remain in each building as existed in the 1980-81 school year.

8.06 Supervisory Assistance - It shall be the right and responsibility of the teacher to seek supervisory assistance when it is needed. The Supervisor shall provide all reasonable assistance when requested by the teacher.

8.07 It is agreed that each teacher shall initially be responsible for disciplinary problems arising in the classroom. When a discipline problem is such that the teacher cannot carry out his/her normal lesson plan, the teacher, at his/her discretion, may refer the student to the administrative office for a period of time not greater than one school day. After the school day, the teacher and administrator shall meet to decide on a plan for resolving the problem. This procedure may be repeated.

8.08 The local building administrator and staff and/or department shall meet each year to prepare a local budget request. When the local building and/or department budget is prepared, copies shall be given to the Board so that they may have the information in developing a district budget.

8.09 Curriculum Involvement - There shall be no change in the district's curriculum, until the curriculum committee study is concluded and reported to the Board with a recommendation. It is understood that after a reasonable period of time, the committee must present a recommendation, so that the failure to complete the study and recommendation process does not preclude the Board from taking action on a curriculum change. Participation on curriculum study committees shall be voluntary.

When a curriculum study committee is necessary, notification shall be sent to the Association President. The Association will volunteer one teacher to be on the curriculum study committee. Said committee shall contain a minimum of three (3) teachers.

Teachers shall constitute at least fifty (50) percent of the membership of the curriculum study committee.

ARTICLE 8 - CONTINUED

8.10 Academic Freedom - The parties seek to educate young people in the democratic tradition, to foster their recognition of both individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of the individual personality. Academic freedom in teaching shall be guaranteed to all teachers within the framework of curriculum and good judgment. Within these guidelines, the teacher is encouraged to teach the student in the best manner of which he/she is capable. Teachers have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.

8.11 Whenever possible, no secondary teacher shall have more than three (3) preparations.

8.12 Because every building has problems particular to itself, due to facilities, personnel and the public, each building shall be authorized to democratically develop building policies that are not inconsistent with the Laws, Rules and Regulations of Michigan and the United States, and/or any political sub-division thereof, the Master Agreement or the School Board policy.

8.13 The Administrators shall maintain C.A.-10's and the posting of grades on C.A.-39's and C.A.-60's in the secondary schools. In no cases will these duties be assigned to a teacher. All information placed in C.A.-39's or 60's by a teacher should contain only factual information.

8.14 The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires based on text materials used and similar materials are the tools of the teaching profession. Further, the parties shall continue to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States.

If the basic supplies necessary to open school that have been ordered by the Board do not arrive by the opening of school, the Board will provide said materials through other sources so as to have basic supplies by the opening day of school.

The parties will confer from time to time for the purpose of improving the selection and the use of such educational tools, and the Board will endeavor to implement all joint decisions made by its representatives and the Association. The Board agrees at all times, subject to budget limitations, to keep the school properly equipped and maintained.

The Board will provide each teacher with two (2) or more of the following:

- a) a lockable file cabinet
- b) a lockable closet
- c) a lockable desk
- d) some other mutually agreeable lockable space

All itinerant bargaining unit members shall have an adequate work station which may be more than one location per building.

ARTICLE 8 - CONTINUED

8.15 Paved parking facilities, properly maintained, shall be provided at all buildings for teachers' use.

8.16 In all schools a vending machine for beverages may be installed by the local school principal. All existing machines shall remain in their present buildings. The net proceeds from these machines are to be deposited in conformity with district accounting procedures.

8.17 Art, music, and physical education instruction shall be provided by the Board of Education for elementary students in grades one through five. A minimum of one hundred sixty (160) minutes of released time per week shall be provided each general education teacher while such special subjects are provided. The regular classroom teacher shall not be required to remain in the classroom when students are having art, vocal music or physical education. A weekly schedule will be posted by the principal during the first week of school. Any art class shall be a minimum of forty (40) minutes. The teacher shall also have a minimum of forty (40) minutes of paraprofessional/media technician assistance in the media center. (Reference Article 6.04)

Kindergarten classes will be provided a minimum of three twenty-minute physical education classes per week per half-day session. The differential between the released time provided to teachers in grades one through five and that provided to kindergarten teachers shall be made up through reduction of the kindergarten school instructional day.

Special subjects in grades one through five shall be scheduled so that each general education classroom teacher is guaranteed released time of a minimum of one hundred sixty (160) minutes per week and a minimum of twenty-five (25) minutes per day.

When an elementary art, vocal music or physical education teacher is absent, the Board of Education shall hire a substitute teacher for that area. When no substitute is available for the art, vocal music or physical education teacher, the following option will be implemented: Hire a substitute teacher the same day or within two days to go into the rooms of the regular classroom teacher to relieve said teacher for the amount of planning time normally scheduled.

When a special subject period is superseded by an assembly or other school related event, the principal shall arrange for the regular classroom teacher to leave his/her students for the amount of time normally used for the special class.

Special subject teachers and special education teachers shall have as a minimum, the same amount of released time per day as regular classroom teachers.

ARTICLE 8 - CONTINUED

8.18 The Board shall make available to each school building adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, shall be reserved for use as a faculty lounge.

8.19 Any non-bargaining unit person employed by the School District of the City of Clawson is prohibited from being assigned to any bargaining unit position, curricular or extra-curricular. A bargaining unit position shall be defined as any position for which a pay rate has been negotiated by the CEA and the Clawson Board of Education.

The duties of any teacher, or the responsibilities of any position in the bargaining unit will not be transferred to a person outside of the bargaining unit.

8.20 All extra-curricular positions, such as, but not limited to, those in Schedule B shall be offered first to bargaining unit members. Except for members on extra-curricular probation, no teacher shall be released from any extra-curricular programs unless it is for just cause or resignation. The extra-curricular probationary period shall be for one (1) season.

After offering extra-curricular positions to qualified bargaining unit members and the position is not filled, the Board may offer said position(s) to people outside the unit, but in no case shall the pay be more than listed in Schedule B. In subsequent school years should a qualified member of the bargaining unit desire to apply for an extra-curricular position occupied by a non-bargaining unit member, said member shall be responsible for submitting his/her application to the appropriate building administrator. The bargaining unit member shall apply no less than thirty (30) days prior to the commencement of practice for coaching assignments and prior to the commencement of the school year for other assignments. The aforementioned time limits may be waived by mutual agreement of the parties.

During the school year, bargaining unit members shall be notified of extra-curricular openings. During the summer, appointments to vacant extra-curricular positions shall be made after referring to teacher survey sheets and then as per paragraph above.

(Bargaining unit members should indicate their interest in performing extra-curricular duties on the teacher survey form, Appendix "D".)

8.21 When hiring outside applicants, consideration shall be given to teachers released from constituent districts of Oakland County Schools who have a right to recall in their former local districts.

8.22 Each building shall be equipped with at least one operable electric duplicating machine, plus an adequate supply of long and short copy paper. The High School, Schalm Elementary School and the Middle School shall have at least two (2) operable electric duplicating machines. Teachers shall have immediate access to said machines. The High School machines shall be located in the teachers' lounge.

8.23 I.E.P.C.'s shall be held during the teachers' working hours. Substitute teachers shall be hired to accommodate this procedure where the I.E.P.C. is held during the instructional day.

ARTICLE 8 - CONTINUED

8.24 Staff members who are on a regular contract year but who receive less than a full salary due to a reduced daily teaching load are expected to participate in any in-service day but only to the same proportion that they would normally work for that day (i.e., a staff member who works only half days in the mornings should attend the morning portion of the in-service and would be dismissed for the afternoon sessions). Faculty meetings are expected to be attended except where the meetings occur at opposite ends of the staff member's reduced work day (i.e., staff members working mornings should attend faculty meetings held before school but would not be expected to attend an after school meeting). They are expected, however, to ascertain the discussions of any meetings not attended. Parent-teacher conferences are an obligation of all regular contract teachers, full or part-time, and any time required beyond the normal work day will be handled by compensatory time off.

8.25 Any person who has authority to change or reverse a teacher's decision regarding the grading of students, passing or failing, shall furnish the teacher with written notification of said action. The notification shall include the name of the student and rationale for said change.

8.26 Teachers shall not be required to administer medication to any students. The Board shall provide training for all teachers having to service medically fragile students. When a medically fragile student needs to be serviced, the teacher and appropriate administrator shall mutually develop a plan for the necessary medical procedure.

8.27 No member of the bargaining unit shall suffer any loss of pay, benefits or change in length of work and/or teaching day as a result of the school district's participation in the Center for the Advanced Studies and the Arts program (CASA).

ARTICLE 9 Class Size

9.01 Because the student-teacher ratio is an important aspect of any effective education program, the parties agree that class size shall not exceed the following maximums:

- 9.01.01 Elementary K-3, 29 students district average 4-5, 30 students district average
No elementary class shall exceed thirty-three (33) students. Split classes shall be a minimum of two (2) students less than the district average.
- 9.01.02 Special Education - The maximum number of students per class will be in accordance with the State recommended guidelines.
- 9.01.03 High School - Academic Classes - Average class load per teacher - 31 students per class, maximum for any one class - 33 students.

Middle School - Academic Classes - Average class load per teacher per day - 29 students per class, maximum for any class 32 students.

ARTICLE 9 - CONTINUED

- 9.01.04 Laboratory classes, art, home economics, language, science labs, vocational education, etc. - number of available stations and equipment.
- 9.01.05 Physical Education - Average class load per teacher - 40 students per class. Maximum for any one class - 45 students.
- 9.01.06 Music - In the areas of band and choir, class size shall be determined by cooperative scheduling between the teacher and building principal.
- 9.01.07 Counselors' and librarians' teaching loads - as suggested by North Central.

9.02 Pilot programs and other special programs may deviate from the class size table by mutual agreement of the Association and the Administration.

9.03 It is further agreed that any special education student who is mainstreamed into a general education class shall count as one full student in the total class count of that class during the time that student is placed in the regular classroom. The total class count of the regular classroom shall be the largest number of students in attendance in the room at one time.

ARTICLE 10

Promotions, Layoff, Recall and Survey

10.01 Seniority

Seniority for this contract shall be defined as the number of years of service as a teacher or administrator in the Clawson Schools, including accrued leave time. An administrator, in order to retain seniority rights under this section must have been promoted from a teaching position in the Clawson School District. The start of seniority shall be the latest date of hire. (Date the employee signed the contract of latest hire.)

10.02 Promotions

It is the policy of the Board to consider administrative promotions from within the staff when in its judgment qualified staff members are available. Therefore, whenever any vacancy in a professional administrative position in the District occurs during the school year, such vacancy will be posted in each school building.

- 1) Title of Announcement of Vacancy.
- 2) Title of the position which is open.

ARTICLE 10 - CONTINUED

- 3) Formal requirements of the position and notice that other qualifications are also considered in the final selection of someone to fill the position.
- 4) Notice that search for a highly qualified person to fill the position is not restricted to this district.
- 5) Final date for filing an application for the position.

No such vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least ten (10) calendar days.

A "promotion" is a change in position which results in additional compensation and the position is listed as an administrative position within the scope of the Board of Education policy manual. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular and extra-contractual activities.

If such vacancy occurs during the summer, the Board will notify teachers by mail who have indicated a desire for such a promotion to an administrative position.

A teacher interested in being notified about an administrative position during the summer must on or before June 1st of each year submit to the Superintendent in writing his desire to be notified and a self-addressed, stamped envelope for such notification.

It is recognized that the Board will make the final determination in the filling of such vacancies that do occur, and that such vacancies be filled in accord with the provisions outlined above.

10.03 Layoff and Recall Procedures

An exception to Article 10.03 can be found in Article 7.02.04.

Layoff means removal from the payroll with no employment rights other than retention of seniority status and recall rights as noted below.

If, because of circumstances such as reduction in student population or changes in curriculum or financial reasons, it becomes necessary to reduce staff, the following layoff recall procedures shall prevail:

- 10.03.01 All non-tenure teachers will be laid off first; however, the district will retain non-tenure teachers where no tenure teachers are available or qualified for the position.

Layoff notices shall be received by all affected teacher(s) by certified mail, or personal service, at least sixty (60) days prior to the close of the teacher's school year.

ARTICLE 10 - CONTINUED

Teachers with the most teaching seniority in Clawson Schools will be retained to the last. Where seniority is the same, the teacher who has the highest qualifications will be retained, and where seniority and qualifications are the same, the teacher with the best performance record will be retained.

The Board shall furnish the Association with a listing of the seniority and certification of all teacher employees by November 1 of each year. Any changes to this list will be provided by February 1.

10.03.02 The Board will make an effort to find another teaching position for the laid-off teachers.

10.03.03 Teachers will be recalled to positions by building and grade level (elementary) / subject area (Middle School and High School) based on seniority first and certification second. Those teachers who are not qualified as defined in Article 7 - Section 7.02 through 7.02.03 - shall enroll in classes in order to comply with the requirement of this provision.

10.03.04 A teacher being recalled during the summer months -- end of school year to August 1 -- will be given fourteen (14) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment. From August 1 until the first day of school a teacher will be given five (5) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment.

During the school year a teacher being recalled will be given four (4) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment.

10.03.05 No new teacher shall be hired in a subject area until all laid-off teachers from that subject area have been recalled or decline a part-time opening.

10.03.06 No new teacher shall be hired in a subject area before teachers who are laid-off from other subject areas who may be qualified and who possess the necessary certification are recalled or decline a part-time opening.

10.03.07 A teacher shall not be laid-off because of curricular change unless such change would render him/her non-qualified under the State Certification Code, and he/she has refused another assignment opportunity.

10.03.08 For the purpose of recalling a teacher from layoff, it shall be the responsibility of the teacher for notifying the Board of any changes in his/her teaching certificate which will be completed by the beginning of the next school year, by June 1 of the current school year. The Board agrees to wait until June 1 of the present school year before recalling any laid-off teachers.

ARTICLE 10 - CONTINUED

10.03.09 When a teacher accepts a full-time position as a teacher and is employed by another system, he/she forfeits all benefits under this section.

10.03.10 A teacher on layoff may pass on a part-time assignment when his/her seniority date comes due for rehire and shall remain on the recall list according to his/her seniority date and be offered the next available opening for which he/she is certified, except as provided in section

10.03.11 A teacher, as described in section 10.03.10, who passes on part-time job and remains on the recall list, shall not have the right to bump another recalled teacher with less seniority, who is teaching part-time, when said part-time position is increased in hours and pay during the school year.

10.03.12 A laid-off teacher, recalled to a part-time position and who accepts the position, will be offered the first subsequently available full-time* position for which he/she is certified, according to seniority.

*full-time: A position(s) consisting of enough class hours to be called full-time; i.e., 1/2 time K and 1/2 time gym; 3 hours Social Studies and 2 hours English; 5 hours of 2nd grade, etc.

10.04 Teacher Survey Form

Each spring a teacher survey form will be sent to all teachers requesting certain information for the coming year. The form shall be similar to the form provided in Appendix D.

ARTICLE 11 Leaves of Absence

11.01 Short Term Leaves

11.01.01 Sick Leave

During each year, the teacher will earn sick leave at the rate of 1.4 days per month to a maximum of fourteen (14) days per year. At the beginning of every year, each teacher shall be credited, in advance, the number of days for that year (14), plus all previously accrued sick leave. All of the unused days earned shall be added at the end of each fiscal year to the employee's sick leave reserve, provided that such sick leave reserve shall not exceed a total of one hundred and thirty (130) days. Any days accrued beyond 130 shall go to the Master Sick Bank.

If an illness occurs on the day before or after a holiday or recess period, the employee must present, upon the request of the Superintendent, a physician's statement to the office of the Superintendent of Schools, upon his/her return. A physician's statement may also be required if a teacher is absent for illness on two consecutive Mondays that school is in session.

ARTICLE 11 - CONTINUED

If unearned sick days have been paid to the teacher and the teacher is leaving active employment within the district, the overpayment will be deducted from the employee's final check.

Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the remainder of the year or ninety (90) school days, whichever is greater.

11.01.02. Master Sick Bank

11.01.02.01 Master Sick Bank The procedure for the establishment and administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all teachers who apply and their applications are subsequently approved for sick day benefits.

11.01.02.02 Funding for Sick Bank The Master Sick Bank shall be funded in accordance with the following provisions:

11.01.02.02.01 All returning teachers who have contributed shall not be required to contribute again unless the master Sick Bank has less than ten (10) days credit. Then each teacher shall contribute one (1) additional day. If a teacher has no sick leave reserve, he/she shall be required to contribute one (1) day the following school year.

11.01.02.02.02 Teachers newly employed by the school district shall have one (1) sick leave day of their advanced current allowance transferred to the Master Sick Bank at the beginning of employment.

11.01.02.02.03 Personal sick leave days accrued beyond 130 shall be credited to the Master Sick Bank.

11.01.02.02.04 The maximum liability to the school district for any year shall be no more than 300 days per year.

11.01.02.03 Eligibility Master Sick Bank Any teacher shall be eligible to make application to the Sick Bank Committee for sick days of benefit after he/she has been incapacitated for fifteen (15) consecutive working days and has used all of his/her own current allowance. If a teacher is incapacitated for at least fifteen (15) working days in any one (1) year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same doctor who handled the case originally verifies by written statement that such incapacitation is a recurrence, then the fifteen (15) day eligibility requirement could be waived in this instance at the discretion of the Sick Bank Committee.

ARTICLE 11 - CONTINUED

No new teacher may use the Master Sick Bank unless he/she teaches at least one day in the school year.

11.01.02.04 Application Each application for sick days of benefit from the Master Sick Bank must be submitted on the Sick Bank Application form to the Sick Bank Committee, and such application will be approved or rejected on the basis of the individual teacher's circumstances. All applications must be accompanied by supporting doctor's statements.

11.01.02.05 Sick Bank Committee The Sick Bank Committee shall be composed of teachers appointed by the Association. Any application approved by the committee shall be by majority vote of the entire committee.

11.01.02.06 Administration The Master Sick Bank shall be administered by the Sick Bank committee in accordance with the following provisions:

11.01.02.06.01 When a teacher becomes eligible for the Long Term Disability policy he/she no longer will be eligible for Master Sick Bank days for that event.

11.01.02.06.02 The form authorizing an award of sick days from the Master Sick Bank to a teacher which is sent to the Board for payment must be accompanied by supporting doctor statements used by the Committee in making their decision (for Board review) and signed by the chairperson of the Sick Bank Committee.

11.01.02.06.03 The administration records of the Master Sick Bank shall be audited at the end of each school year by a Committee composed of three (3) members, with one member each to be appointed by the Board, by the Association, and by the Sick Bank Committee.

11.01.02.07 Retention of Sick Days All sick leave days transferred to the Master Sick Bank shall be vested absolutely in the Master Sick Bank and shall not be subject to any use, claim or demand by any teacher or the Association.

11.01.02.08 No Increase in Board Liability Nothing herein contained shall alter or extend, or in any manner increase, the liability of the Board to any teacher in respect to sick day compensation presently existing in any plan or agreement to which the Board is a party.

ARTICLE 11 - CONTINUED

11.01.02.09 Any pay out from the Master Sick Leave Bank shall be equal to the normal daily rate of pay of the subject teacher for each day used.

(example: $\frac{\text{Schedule A salary amount}}{184 \text{ days}} = \text{payout}$)

11.01.03 Deductions for Sick Leave

If an employee finds it necessary to use more than his/her credited sick leave bank reserve, including eligible master bank days, he/she shall have a per diem amount deducted from his/her salary for each day of sick leave used beyond his/her credited reserve which is equal to a sum found by dividing the number of working days in the teaching year for which he/she is to be paid into the annual salary to be paid him/her.

11.01.04 Personal Business Leave

11.01.04.01 A teacher shall be allowed absences with pay totaling not more than three (3) days within a school year for personal or private business which can only be accomplished during school hours. Personal business leave shall not be used for recreational purposes.

11.01.04.02 Personal business leave which has been approved and used in excess of 3 allowed days will be deducted from the teacher's contract.

11.01.04.03 Except in cases of emergency, personal business leave with pay shall not be granted in the 1st or last week of the school year or within 1 school day prior to or following a vacation period.

11.01.04.04 All requests for personal business shall be requested on the forms provided in the school office, signed by the employee and principal or director. (Refer to Appendix "B")

11.01.04.05 In cases of emergency, where circumstances prevent a teacher from the written request, a verbal approval shall be granted and the written form filled out when the teacher returns.

11.01.04.06 Except in cases of emergency, failure to submit a written notification for personal business leave in advance may result in forfeiture of pay for the absence.

11.01.04.07 These days shall be deducted from the teacher's 14 sick days.

11.01.05 Emergency Leave

Leave of absence not to exceed five (5) days per year may be used for emergencies. These days shall be deducted from accrued sick leave. Permission for such leave shall be granted. Said emergency may include:

1. Fire or accident affecting immediate family.
2. Marriage or graduation of a member of the immediate family, or of the employee him/herself.
3. Required court appearance.
4. Child born to wife.
5. Illness in the immediate family.

An emergency leave for illness in the immediate family or required court appearance may be extended beyond the above mentioned five (5) days with the consent of the Superintendent, also to be deducted from the employee's accumulated sick leave.

The definition of "immediate family" is: husband, wife, son, daughter, mother, father, brother, sister, grandparents of the employee and spouse.

11.01.06 Funeral Leave

11.01.06.01 A teacher shall be allowed absences with pay totaling not more than five (5) days within a school year for funerals within the immediate family. (as defined in 11.01.05 above)

11.01.06.02 A teacher shall be allowed absences with pay totaling not more than two (2) days within a school year for the funeral of a friend or relative not covered by the definition of immediate family. Such leaves may be extended with the consent of the Superintendent, also to be deducted from the employee's accumulated sick leave.

11.01.06.03 All requests for funeral leave shall be requested on the forms provided in the school office, signed by the employee and principal.

ARTICLE 11 - CONTINUED

11.01.06.04 In cases of emergency, where circumstances prevent a teacher from making the written request, a verbal approval shall be granted and the written form filled out when the teacher returns.

11.01.06.05 All funeral leave days shall be deducted from the teacher's 14 sick days.

11.01.06.06 Staff member's death - Whenever a staff member of this school district dies, teachers in that building shall be able to attend the local funeral service without loss of pay. The teachers requesting to attend shall do so as soon as possible so that the school district can provide a substitute teacher or close the school for that period of time necessary for the teachers to attend the local funeral service. The Association and the School District will have representatives discuss the policy with the family.

11.01.07 Jury Duty

Teachers called for jury duty will suffer no loss of sick or personal leave days or compensation while on jury duty. Teachers who are eligible for jury duty and serve on jury duty shall be paid the difference between jury duty pay and their regular compensation for the days involved. Proof of jury duty days shall be made to the school district within fifteen (15) school days after the receipt of the payment for jury duty from the county clerk. Provided, however, any teacher who volunteers for jury duty, without first being called, shall not receive the difference between the jury duty pay and his/her regular compensation.

11.01.08 Observation of Religious Holidays

Employees, upon notice to the Superintendent of Schools, will be granted not more than five (5) leave days with pay for the purpose of observing high religious holidays. These days shall be deducted from the teacher's fourteen (14) sick leave days. Additional religious leave days beyond the five (5) days must be requested at least two (2) days in advance to the Superintendent of Schools and are non-compensable.

11.01.09 Recreation and Vacation Leaves

An employee who has served the Clawson Public Schools for two (2) or more years may be granted a leave for recreation or vacation purposes without pay for no more than ten (10) days per school year, providing the request is requested thirty (30) days prior to the leave. Approval for such leaves is at the discretion of the Board of Education.

It is the philosophy of the Board of Education that children should be taught by the regular classroom teacher whenever possible and that teachers should plan their vacations during recess periods.

ARTICLE 11 - CONTINUED

11.01.10 Conference Leave

The Board of Education allows the Superintendent to approve conference leaves up to \$150.00 per person per conference. All conference leaves over \$150.00 must be approved by the Board of Education prior to the conference.

11.01.11 Leave Regulations

Teachers who are absent without an adequate lesson plan available for the substitute teachers shall forfeit their right to collect salary on the sick leave plan.

11.02 Voluntary Long Term Leaves

11.02.01 Voluntary Leave

An employee who has served the Clawson Public Schools two or more years may be granted a leave of absence for personal reasons without pay upon written request providing that the leave shall not exceed a period of two calendar years. Such requests must be submitted by May 1 of the year prior to the leave. The Board will respond to all teachers requesting a voluntary leave. Reasons for denying any request shall be provided the teacher in writing. Extensions may be requested.

A voluntary leave is intended for the following uses:

1. Out of town employment relocation of spouse.
2. Acceptance of an alternative career opportunity.
3. Exchange teaching or teaching outside of the United States.
4. Leave for professional study.
5. Personal reasons not covered in other clauses of the Master Agreement. Time spent on voluntary non-paid leaves of absence shall not be credited toward salary increments in the same manner as time spent on active duty and shall not continue to accrue seniority during said leave.

11.02.02 Association Leaves

A member of the Association elected to local, state or national association positions, or a member selected by the Association to do association work which would take him from his/her regular teaching position, may make application to the Board for a temporary leave of absence without pay, for a period of time not to exceed two (2) years, or for the term of office, whichever is the lesser, and upon receipt of such application, such leaves shall be granted by the Board.

11.02.03 Elected Public Office Leaves

A member of the Association, who is a tenure teacher, elected to any local, state or federal office, may make application to the Board for a temporary leave of absence without pay, for a period of time not to exceed the term of office to which that member has been elected and upon receipt of such application such leave shall be granted by the Board.

11.02.04 Maternity Leave

The teacher who is pregnant shall notify the Board of Education in writing prior to her fifth (5th) month of pregnancy and at the eight (8th) month request one of the following two leave provisions from the Board of Education:

Option 1 The pregnant teacher shall be able to perform her teaching duties until such time as her physician states that she is unable or should not continue to perform her teaching duties. As soon as the teacher's health permits as determined by her physician she shall return to her original position. The Board of Education may request from the teacher from time to time a report on the condition of her health. It is further agreed that a teacher may elect to take a child care leave instead of returning to work.

Option 2 The maternity leave shall start at a time requested by the teacher and shall continue in effect until the first or second September after the granting of the leave; provided, however, that any teacher on leave may request in writing that she be returned to service at an earlier date, and she shall be returned to service if a position is available, and if a position is not available, she shall be returned to service when the next position becomes available, provided that at the start of the next school year after her request to return, said teacher shall be returned to a position according to seniority (as defined in the layoff and recall article).

In the event of miscarriage or death of the object child of the leave, the leave of absence will be terminated upon the request of the teacher. She shall be returned to service as described in option two above. The granting of any such leaves, as described above, will in no way interrupt seniority and other rights attendant thereto.

If any provision of this section shall be contrary to any federal or state law or reported court decision, then in such event, the parties hereto shall agree on the necessary modification so as to make such invalid provision conform to such law or court decision.

11.02.05 Child Care

A teacher choosing either of the maternity options above, or a male teacher, may select to remain home with the object child for up to two school year following the school year or summer in which the child was born. Such leaves shall be granted.

ARTICLE 11 - CONTINUED

11.02.06 Adoption, Including Guardianship

An adoption leave shall be granted by the Board for up to two (2) school years upon the written request of the teacher. Requests for adoption leaves should be made as soon as the adoption is known to be imminent.

11.02.07 Family Care

A teacher desiring a family care leave shall request same from the Board in writing. The Board shall grant a family care leave for up to two (2) school years.

Under leaves 11.02.05, 11.02.06 and 11.02.07 the teacher who has originally opted for less than a two year leave shall have the right to extend said leave for the full two year period providing such notice is given to the Board of Education by May 1, prior to the September in which the teacher plans to return.

11.02.08 Military Leave

Any teacher who is drafted or enlists for active duty in the Armed Services of the United States for service shall be granted a leave of absence for a period not exceeding:

1. If drafted, at the completion of the first obligation.
2. If enlisted, at the completion of the enlistment
3. If either the original enlistment or draft is extended by laws, at the completion of the extension, the teacher shall be reinstated as soon as he/she returns. The application for reinstatement must be made within ninety (90) days from date of honorable separation.

When he/she returns, he/she shall be placed on the current salary schedule including the annual increments for the time spent in active military service.

In the event a teacher's certificate (license) expired while a teacher is on leave(s) provided for in this article, the Board shall use its best efforts to recertify (relicense) the teacher.

All leaves will accrue seniority and may be extended, if requested by the teacher and approved by the Board.

ARTICLE 11 - CONTINUED

11.02.10 Failure to make application for reinstatement within time limits (the effect of):

A teacher shall make application for reinstatement within the time limit specified for the type of leave, and if the teacher does not provide such notice, he/she shall be deemed to have terminated his/her employment under the terms of this agreement unless upon granting the leave the Superintendent had failed to timely notify the teacher involved and the Association by letter that the leave had been granted. Such letter must include the teacher's rights and responsibilities concerning leaves under the Teacher Tenure Act and this Article of the Master Agreement.

See letter in Appendix "C".

11.03 Involuntary Leave

11.03.01 Involuntary Medical Leave

The Superintendent may request in writing a medical examination for any member of the staff whenever in his judgment such action is required for the best interests of the children of the school district. Such examination shall not be required more than once per school year.

A report from three physicians shall be required. One physician is to be chosen by the Board, one chosen by the employee, and one mutually agreed upon by both parties. The expenses of the examination are to be borne by the Board. Upon receipt of two favorable opinions of the physicians involved, the staff member will be reinstated.

ARTICLE 12 Evaluation

12.01 Teacher Evaluation

Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities. Teachers will be informed of the specific criteria upon which they will be evaluated.

12.01.01 Purpose

The primary purpose of an evaluation is to help teachers improve their instructional techniques through observation, recommendation and follow-up.

All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices will be strictly prohibited.

ARTICLE 12 - CONTINUED

All tenured teachers shall be evaluated at least once every three years. Either the teacher or administrator may determine that the evaluation will be conducted more often. Non-tenure teachers will be evaluated annually.

12.01.02 Procedure

12.01.02.01 The evaluation procedure is to be explained at the beginning of the school year, and a copy of any pertinent information given to each teacher including the evaluation and observation forms..

12.01.02.02 Each observation shall be preceded by a pre-observation conference between the administrator and the teacher so that the administrator can be apprised of the teacher's objectives, methods and materials planned for the teaching-learning situation during which the teacher is to be observed.

12.01.02.03 A minimum of two classroom observations will be conducted as part of the tenure teacher's evaluation. Evaluations of non-tenure teachers will include a minimum of three classroom observations. Each visit will involve a minimum of 30 minutes. Observations will be scheduled by the administrator at least 48 hours in advance.

12.01.02.04 During and subsequent to the observation the administrator will complete the observation form (see attached evaluation form A). A completed copy of the form will be given to the teacher within 48 hours after the observation. If any classroom or teaching difficulties are recorded during the observation, recommendations must be made as to how to correct the difficulty and presented along with the observation form. Either the teacher or the administrator may request a conference following each observation. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

A teacher who disagrees with an observation or recommendation may submit a written answer within 10 days which shall be attached to all copies of the observation in question.

12.01.02.05 Normally one observation will be conducted prior to December 1 and the second will be completed prior to April 1.

12.01.02.06 Prior to May 1 the administrator and teacher will meet to discuss the administrator's annual evaluation report (Form B). This report should include:

- a. Summary of the teacher's strengths.
- b. Identification of areas of needed improvement.
- c. Recommendations for improvements.
- d. Copies of the classroom observation reports.

ARTICLE 12 - CONTINUED

12.01.02.07 The teacher will have a maximum of 10 days to submit a written response to the evaluation.

12.01.02.08 This procedure will be consistent throughout the school district.

12.01.02.09 An Association representative may be present during all observations and conferences concerning evaluation when requested by the teacher.

12.01.02.10 The Board agrees to work toward the improvement of all administrators involved in evaluation to increase their effectiveness in the techniques and criteria to be used in the evaluation process.

12.01.02.11 Mentor As state law mandates, a mentor teacher shall be appointed for three (3) years for each probationary teacher for the purpose of assisting, informing and coaching the probationary teacher in the rights, responsibilities and ethics of the teaching profession in a non-threatening, collegial fashion. The following process shall be followed:

12.01.02.11.02 The internal mentor teacher shall be a tenured member of the bargaining unit with satisfactory evaluations and at least in his/her second year of tenure with the Clawson School District; a Master's Degree is desirable. The mentor teacher will have recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas. External mentors may also be appointed.

12.01.02.11.03 Every effort shall be made to have a mentor who shall have the same background in major area of instruction (I.E. Lower Elementary to Lower Elementary, grade level to grade level, department to department, et cetera) as the mentee teacher. Every effort shall be made to match mentor teachers with mentees who work in the same building.

12.01.02.11.04 The Clawson School District shall notify the Association within five (5) working days of hire of those non-tenure members or of any affected tenure member whose classroom assignment has changed who require a mentor assignment.

12.01.02.11.05 A committee consisting of equal representation of Association members and appropriate administrators (Principal, Assistant Principal and Certificated Directors) shall be convened as often as is necessary to appoint mentors. In the event consensus cannot be met, the building administrator will make the final decision.

12.01.02.11.06 Except in unusual circumstances, the mentee shall only be assigned one (1) mentor teacher at a time. An internal mentor teacher may have up to two (2) mentees if desired.

ARTICLE 12 - CONTINUED

12.01.02.11.07 The mentor appointment will be for three (3) years unless either party requests a change.

12.01.02.11.08 The Board and the Association agree the mentor/mentee relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher except in cases of misconduct.

12.01.02.11.09 Upon request, the administration shall make available reasonable release time during the school year, so the mentor teacher may work with the mentee in his/her assignment during the regular work day reasonable effort will be made to assign common preparation time for the mentor teacher and mentee.

12.01.02.11.10 During the first three years of the probationary period, mentees shall be provided release time for at least one-half of the fifteen (15) days of professional development instruction.

12.01.02.11.11 Mentors shall be provided up to one day release time for training by the school district within the first month of their assignments. Mentors. The Association shall have the opportunity to review the training materials and/or agenda.

In the event that external mentors are compensated by the school district, then internal mentors shall be compensated in an amount not to exceed one hundred fifty dollars (\$150.00) per school year for services provided during preparation time or beyond the normal work day.

12.01.02.12 Tenure teachers, who are not being evaluated in a particular year, will develop and fulfill a personal inservice plan. This should focus on an area of need as identified by the teacher or as identified in the previous year's evaluation. This plan may be fulfilled by such experiences as university course work, district inservice sessions, a collaborative project with other teachers, observations in other classrooms, etc. Such plans shall be discussed with the building administrator and submitted in writing.

12.01.02.13 A committee of three teachers, to be appointed by the President of the Association, and two administrators to be appointed by the Superintendent of Schools will meet at least twice during the school year to review the evaluation process and suggest possible modification of that process. Among their duties during the 1994-95 school year, the committee will recommend local philosophy and Individual Development Plan Forms as required by the changes in the State of Michigan Teacher Tenure Act. All suggestions and recommendations will be finalized through a Letter of Agreement.

ARTICLE 12 - CONTINUED

12.01.02.14 It is further agreed that assessment scores shall not be used in the rating or evaluation of teachers.

12.01.02.12 Tenure teachers, who are not being evaluated in a particular year, will develop and fulfill a personal inservice plan. This should focus on an area of need as identified by the teacher or as identified in the previous year's evaluation. This plan may be fulfilled by such experiences as university course work, district inservice sessions, a collaborative project with other teachers, observations in other classrooms, etc. Such plans shall be discussed with the building administrator and submitted in writing.

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12.01.02.14 It is further agreed that assessment scores shall not be used in the rating or evaluation of teachers.

CLAWSON PUBLIC SCHOOLS
Teacher Observation Report (FORM A)

Instructions - Observe the teacher's classroom performance for 15 minutes. Check the appropriate column for each statement during the next five minutes. Repeat the procedure. Check in the N/A category those items which were not applicable to this observation.

Teacher's Name _____ Subject or Grade _____

Lesson Topic(s) _____ Date _____

Observation Time _____ Hour _____ Evaluator _____

A. KNOWLEDGE & USE OF SUBJECT MATTER	OBSVD	N/A	COMMENT
1. Presents material in an organized way			
2. Uses class time effectively			
3. Has defined objectives and works toward them			
4. Is aware of and responds to "feedback" from students			
5. Lesson is accurate from a subject point of view			
6. Shows evidence of current knowledge of the subject			
7. Shows evidence of planning and preparation			
8. Lessons consistent with department objectives			
9. Develops basic learning skills			
10. Uses appropriate teaching materials			
11. Lesson fits into broader knowledge sequence			
12. Uses a variety of teaching materials			
13. Effectively deals with correcting faulty student knowledge			

B. USE OF INSTRUCTIONAL METHODS	OBSVD	N/A	COMMENT
1. Allows for individual differences			
2. Uses questions beyond the level of simple response			
3. Uses student ideas in instruction			
4. Uses examples which clarify student thinking			
5. Uses a variety of teaching strategies			
6. Encourages student creativity			
7. Encourages further investigation by students			
8. Encourages critical thinking			
9. Paces activities appropriately			
10. Makes appropriate assignments and clearly explains them			
11. Uses methods appropriate for the lesson			

C. MOTIVATION OF STUDENT INTEREST	OBSVD	N/A	COMMENT
1. Expects competent performance by students			
2. Shows respect for students			
3. Tolerant of ideas different from his/hers			
4. Adjusts voice appropriately to instructional situation			
5. Communicates effectively			
6. Is flexible in thought and behavior patterns			
7. Maintains the attention of students			
8. Has enthusiasm in teaching the lesson			
9. Reinforces student achievement with appropriate methods			
10. Motivates each person as an individual			

C. MOTIVATION OF STUDENT INTEREST (continued)	OBSVD	N/A	COMMENT
11. Students actively participate			
12. Involves students in appropriate decision making situations			
13. Is accessible to student questions			
14. Maintains proper physical conditions in the room			
15. Evidence of learning on the part of students			
16. Shows genuine interest in students			
17. Motivates with intrinsic value of ideas or activity			

D. CLASSROOM MANAGEMENT	OBSVD	N/A	COMMENT
1. Tries to be fair, impartial and objective			
2. Uses constructive criticism			
3. Encourages student self-discipline			
4. Has control of the learning environment			
5. Retains adult status while working at student's level			
6. Gains the confidence and respect of students			
7. Effectively handles discipline problems			

RECOMMENDATIONS BASED ON CONCERNS IDENTIFIED ON THE CHECKLIST -

CLAWSON PUBLIC SCHOOLS
Teacher Evaluation Report (FORM B)

TEACHER _____ YEAR _____

In each of the four areas of evaluation the administrator should discuss the teacher's strengths, areas of needed improvement and recommendations for improvement.

- I. Knowledge and Use of Subject Matter

- II. Use of Instructional Methods

- III. Motivation of Student Interest

- IV. Classroom Management

COMMENTS AND GENERAL RECOMMENDATIONS:

Administrator Date

Teacher Date

ARTICLE 13
Protection of Teachers

13.01 Any case of assault upon a teacher in the course of his/her employment as a teacher, or because of his/her employment in Clawson as a teacher, shall be promptly reported by the teacher to the principal of the school. At the request of the teacher involved, the Board will provide and pay for an attorney to advise the teacher of his rights and obligation with respect to such assault.

13.02 Any absences by the teacher because of an assault upon him which results in his/her not being able to perform his/her assigned duties in the course of his/her employment or because of his/her employment in Clawson as a teacher, shall be full excused and shall not be considered to reduce said teacher's sick day allowance. The teacher shall receive an amount equivalent to his/her full salary for a period of 90 school days or remainder of the school year, whichever is greater, because of said assault, which can be full salary and workmen's compensation benefits which are in lieu of salary.

13.03 The Board will reimburse the teacher for loss or damage to personal property in connection with any assault on said teacher in the course of his/her employment or because of his/her employment in Clawson as a teacher, provided the teacher was acting and/or attempting disciplinary action accordance with and within the scope of Board policy. Such reimbursements shall take place within two (2) weeks of reporting of said incidents. Limits upon such liability shall be a maximum of five-hundred dollars (\$500), less the amount of insurance payment.

13.04 If any teacher is complained against or sued by reason of disciplinary action taken not inconsistent with the District's policy, by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

13.05 The following duties or responsibilities shall not be considered as supervision: Chairing committees, leading departmental meetings, informal interviewing of teacher applicants, or mentor duties.

13.06 Teachers will continue to assist the Administration in maintaining proper control in the school.

ARTICLE 14
Negotiations Procedures

14.01 The Board and the Association will meet in the City of Clawson or other agreed to sites, on mutually agreed dates, times and places. Agendas shall be mutually set prior to each meeting. Any meeting sites shall have air conditioning.

14.02 All negotiations will be closed to the public and the press, unless mutually agreed.

14.03 The cost of reproducing the contract will be assumed by the Board of Education.

ARTICLE 15
Retirement/Severance

15.01 Members of the Clawson teaching staff will receive benefits upon retirement, death or retirement due to disability from the Clawson Public Schools.

Any teacher employee retiring after September 7, 1971 and having completed the immediate preceding ten (10) years of service in the School District of the City of Clawson, and who has made application and shall be eligible to receive financial benefits within and/or the following school year from the Michigan School Retirement Fund benefits, shall receive at retirement, benefits based on the number of years of services.* There shall be no mandatory retirement age for teaching personnel.

Formula for Computing Benefits:

10 or more years of service \$100.00 per year

The maximum benefit any teacher will receive is \$2,500.00

*Authorized leaves of absence will not interrupt the accumulation of the immediate ten (10) years of service.

15.02 The following severance program, available only for those who retire in 1994-1995, is as defined in the schedule listed below for those instructional staff members who are eligible for retirement benefits according to the rules of the state retirement system, and who are presently at the maximum step of their appropriate track on the salary schedule.

15.02.01 Eligibility for the severance payments will be premised upon receipt no later than March 30, 1995, by the Business Office, of a written resignation from the individual affected, confirmation in writing of eligibility to retire under the Michigan Public School Employees Retirement System (MPSERS), and confirmation of application for and receipt of benefits from MPSERS.

15.02.02 The severance payment will provide a payment upon retirement of \$1,000.00 per year for ten (10) years of active service in Clawson, exclusive of unpaid leaves, and an additional \$1,000.00 per year of active service to a maximum of \$25,000.00 for twenty-five (25) or more years of active service. This payment will be in accordance with IRS regulations.

15.02.03.01 Paid leaves for which the district makes direct payment, but not to exceed one year per leave period, will qualify as service time.

15.02.03 The individual will receive this payment over a period of thirty-six (36) months following retirement. The teacher has the option of beginning payments in September, 1995 or January, 1996.

15.02.04 The teacher who meets the above specifications may choose option 15.01 or 15.02 during 1994-1995 only. For subsequent years, only the plan in 15.01 will be available.

ARTICLE 16
Grievance Procedure

16.01 Definition

16.01.01 A "grievance" is a claim based upon an event or condition which effects the welfare, or the conditions or circumstances under which a teacher works, caused by a misinterpretation or an inequitable application of established law, or the terms of this Agreement.

16.01.02 An "aggrieved person" is the person or persons making the complaint either individually or through the Association or the Association on its own behalf.

16.01.03 The term "days" when used in this section shall, except when otherwise indicated, mean working school days.

16.01.04 The term "appropriate supervisor" is defined as the Administrator at the level of authority causing the grievance.

16.02 General Principles

16.02.01 The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

16.02.02 It shall be the firm policy of the Association and the Board to assure to every teacher an opportunity to have the unobstructed use of this grievance procedure, except as discussed below, without fear of reprisal or without prejudice in any manner to his/her professional status.

Upon receipt of the Administrative Law Judge's decision, as provided for in the Michigan Teachers' Tenure Act, a tenured teacher may elect to appeal the decision to the tenure commission within twenty (20) days or file a grievance at step two, but not both. The grievance must be filed within forty-five (45) days from the date of the Administrative Law Judge's written decision.

16.02.03 Any aggrieved person may be represented at all meetings and all hearings at all levels of the grievance procedure by another teacher or by another person provided, however, that the aggrieved person may in no event be represented by an officer, agent, or other representative of any teacher organization other than the Clawson Education Association and that the Association shall have the right to be present and to state its view at all levels of the grievance procedure and that the Association reserves the right to report progress on a grievance to its membership if it has the written permission of the "aggrieved person".

ARTICLE 16 - CONTINUED

16.02.04 Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.

16.02.05 The failure of an aggrieved person to proceed to the next step 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; provided, however, that in the event new facts are obtained which were not previously known to him/her, but which if they had been known may have influenced the disposition of the grievance, the presentation of such information to the Board and the Association, shall constitute grounds to reopen the grievance procedure at the level at which it had been terminated. Provided further, any decision in a grievance that has been rendered prior to Arbitration, and has not been implemented or has been violated, the presentation of such evidence to the Association and the Board shall constitute grounds to reopen the grievance at the next level beyond which the grievance had been previously terminated.

16.02.06 The failure of an administrator or the Board at any step to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or the Association to proceed to the next step.

16.02.07 It shall be the general practice of the Board, their agents, teachers, and the Association to process during such times as to not interfere with regular assigned duties. Provided however, in the event it is mutually agreed by the aggrieved person, the Association, and the Board to hold proceedings during the regular working hours, any teacher engaged during the school day in negotiating in his/her own behalf, or in the behalf of the Association, with any representative of the Board, or participating in any level of grievance procedure, including Arbitration shall be released from regular duties without loss of salary.

16.02.08 It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum, and every effort should be made to expedite the process.

16.02.09 In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in harm to the teacher, Board and/or the Association, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible. The form signed by both parties attached to the grievance shall constitute mutual agreement.

16.02.10 Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents that have been approved by the Board and the Association shall be printed and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure.

ARTICLE 16 - CONTINUED

16.02.11 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

16.02.12 If in the judgment of the Association a grievance lacks merit, it may withdraw its support of said grievance at any level by giving written notice to the person(s) filing the grievance and the appropriate administrative representative of the Board. Removal of support by the Association does not prohibit an aggrieved person from processing a grievance on his/her own.

16.02.13 The following matter shall not be the basis of any grievance filed under the procedure outlined in this article: the termination of services of or failure to re-employ any probationary teacher during the first three (3) years of employment, provided that nothing contained herein shall be construed to deny or limit any teacher's rights he/she may have at law.

16.02.14 The costs of any arbitration under this Article shall be shared equally by the Board of Education and the Association.

16.02.15 There should be at least one (1) teachers' representative for each school building, selected by the Association, and these persons shall be designated an official representative of the Association for the teachers in the building. An updated listing will be made available to the Superintendent of Schools from time to time upon his/her written request.

16.02.16 If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost.

16.03 Procedure

16.03.01 Level One: In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal, or immediate supervisor, either personally or accompanied by any person of his choice, i.e., his/her association-building representative, and/or other representatives of the Association. A teacher having such a complaint is expected to bring the matter to the attention of his/her immediate supervisor and request such a meeting no later than ten (10) days after the event or occurrence, which is when the basis of the complaint becomes known to him/her.

16.03.02 Level Two: In the event the complaint is not satisfactorily resolved, the aggrieved person may invoke the grievance procedure by giving in written form the grievance to the Association within five (5) days after the informal discussion required under Level One.

Within five (5) days of receipt of the written grievance, the Association shall forward the grievance to the appropriate supervisor if it is in support of the grievance, or notify the appropriate supervisor if it chooses not to support the grievance.

ARTICLE 16 - CONTINUED

16.03.03 Level Three: In the event the complaint is not satisfactorily resolved, the aggrieved person may proceed by giving notice to his/her immediate supervisor or principal, the Association and the Superintendent in writing on approved grievance forms. It is expected that such notice will be filed not later than five (5) days after the receipt of the opinion of the Association under Level Two. Within five (5) days of receipt of the written grievance, the aggrieved person's immediate supervisor or principal shall state his/her decision in writing relative to the grievance, together with the supporting reasons thereof, and furnish one (1) copy to the aggrieved person and two (2) copies to the Association.

16.03.04 Level Four: If the aggrieved person is not satisfied with the disposition or if no disposition is rendered within the time limits he/she may forward the grievance to the Superintendent within five (5) days of the decision at Level Three. The Superintendent or his/her designee will represent the administration at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent; the Superintendent and/or his/her designee will meet with the aggrieved person in an effort to resolve it. Within five (5) days after the meeting the Superintendent of Schools and/or his/her designee will issue in writing his/her answer to the aggrieved person and the Association. Witnesses may be presented at this Level.

16.03.05 Level Five: If the decision of the Superintendent is not satisfactory to the Association, the grievance may be submitted to arbitration within fifteen (15) days after receipt of the Superintendent's decision. An arbitrator shall be mutually agreed upon by the Board and the Association.

If the parties cannot agree as to an arbitrator within three (3) days, then the grievance shall, within three (3) additional days, be submitted to the American Arbitration Association, in accordance with its rules, which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, amend or subtract from the terms of the Agreement. The decision of the arbitrator shall be final and binding on both parties. It is further agreed that the cost and expenses of the arbitrator shall be split on a 50/50 basis by the Board and Association.

ARTICLE 17 No Strike - No Lock Out

17.01 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes can be settled by an impartial third party, the parties have resolved the basic cause of work interruptions during the period of the Agreement.

17.01.01 Therefore, the Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike.

17.01.02 Therefore, the Board agrees that it will not, during the period of this Agreement, directly or indirectly lock out any employees.

ARTICLE 18
Reserve Teacher

18.01 A new classification of teacher, entitled Reserve Teacher shall be available only to those Clawson teachers who are on the recall list for a regular teaching position. Consideration will be given to other SODA district laid-off teachers when the Clawson lay-off list is exhausted.

18.02 The teacher(s) accepting this position will be guaranteed level 1, BA salary as provided in Appendix A based upon a 181 day work year and will be contracted to serve as a substitute teacher, and/or in duties related to instruction such as tutoring, assistance in the media/library, or work with curriculum development in the absence of a need for a substitute teacher. In no case shall the work assignment be different than that of a regular bargaining unit member. Job assignments are the responsibility of the Board.

18.03 At least one (1) reserve teacher shall be hired for grades K-5 and one (1) for grades 6-12. Others may be added at the discretion of the Board of Education. Teachers drawing unemployment compensation past the time of appointment as a reserve teacher may not be offered a reserve teacher position.

18.04 Reserve teachers shall be hired from the list of laid-off teachers in the Clawson School District and offered in order of seniority as described in Article 10 of the Agreement. Failure of any laid-off Clawson teacher(s) to accept a reserve teacher position shall not have the effect of waiver of recall rights to a regular teaching assignment.

18.05 The following are some of the conditions and terms of employment offered to reserve teacher(s):

18.05.01 The reserve teacher shall be guaranteed 181 days of full-time employment or for the remainder of the school year if hired after the beginning of the school year.

18.05.02 Time of employment as a reserve teacher shall be credited to his/her seniority, probationary period, and placement on the salary schedule, if applicable, as a teacher in the district.

18.05.03 The reserve teacher(s) shall be entitled to all rights and perform the responsibilities enumerated in the Master Agreement, unless limited or denied by the express language of Article 18.

18.06 If a laid-off Clawson teacher accepts a position as a reserve teacher, he/she shall retain the right of first offer to a regular teaching position in accordance with the lay-off/recall provisions of the Master Agreement.

18.07 If substituting during preparation period, the reserve teacher shall receive the pay as specified in Schedule A, Section 3.

ARTICLE 18 - CONTINUED

After thirty (30) consecutive days in one station, the reserve teacher shall, on the thirty-first (31st) day, begin receiving a pay rate equal to the step the reserve teacher would have been on as if said teacher had been recalled to a regular position. If said teacher is placed in a second thirty (30) day station, the new pay rate shall be retroactive to the first day of the second thirty (30) day assignment.

18.08 Board paid fringe benefits of reserve teacher(s) shall be limited to the following:

18.08.01 Full family health insurance - as provided in Schedule "C".

18.08.02 Fourteen (14) sick days as per the Master Contract.

18.08.03 Life insurance as provided in Schedule "C".

18.08.04 Dental insurance as provided in Schedule "C".

18.08.05 LTD as provided in Schedule "C".

18.08.06 Vision care as provided in Schedule "C".

ARTICLE 19 Shared Teaching

The Board of Education and the Clawson Education Association agree that in order to return teachers from layoff the following understandings have been reached concerning shared teaching assignments.

19.01 Shared teaching duties may occur when two teachers, one of whom is a laid-off teacher, agree to teach on a reduced time schedule basis thus effectively recalling the laid-off teacher. Teachers recalled shall follow the terms of the "Agreement". Two full-time teachers who agree to share a position that has the effect of recalling or preventing the layoff of a third teacher shall also qualify under this agreement.

19.02 Shared teaching shall include one of the following:

19.02.01 Teaching one semester, full or part-time.

19.02.02 Teaching each day but less than a full day (in elementary school, this would be teaching either a.m. or p.m.; in secondary school, this would be teaching less than five (5) assigned instructional hours per day.)

19.02.03 Teaching less than five (5) days per week.

19.03 All assignments shall be at the discretion of the Board of Education.

19.04 Scheduling for shared teaching shall be done in a block of time to start with the first class in the morning or afternoon.

ARTICLE 19 - CONTINUED

19.05 Attendance at staff meetings may be required if meeting time is just prior to or right after the block of teaching time. Teachers who do not attend staff meetings are responsible for finding out what was discussed at meetings.

19.06 Each teacher participating in shared teaching shall be granted a full-year's seniority.

Each teacher participating in shared teaching shall be granted a full year's increment for salary advancement and longevity credit.

19.07 Leave days - The number of leave days shall be pro-rated by the percentage of salary received for shared teaching (i.e., high school teacher being paid three-fifths salary will receive 60 percent of 14 leave days of 8 days. An elementary teacher being paid three-sixths of salary will receive 50 percent of 14 days or 7 days.) Sick days, funeral, personal and any other paid leave days are subject to contract guidelines.

19.08 Planning time for shared time teaching shall be equally divided, as much as possible, between the morning and afternoon classes.

19.09 Should a shared time teacher who is teaching less than a full day each day be absent more than the number of days granted under 19.07 above, the deduction from that teacher's sick leave bank which was accumulated through previous work shall be pro-rated based upon the same proportion as that used for salary determination.

19.10 A shared time teacher shall be considered full-time for the purpose of determining full years of accumulated service for determining Clawson retirement benefits.

Teachers who participate in the shared time program shall retain all rights, benefits and responsibilities of the Master Agreement except as modified by this article.

19.11 Deadline for application for the shared time teaching program shall be May 1.

19.12 In order for shared time teaching assignments to occur, two teachers will have to volunteer, or one teacher may teach part-time with permission of the Superintendent or his/her agent.

19.13 A shared time teaching assignment shall in no way waive any rights to a full-time job, benefits, or salary at a future time to be determined by the teacher. It is understood that a shared time teacher wishing to return to full time status shall be allowed to do so by the fall of any new school year. Shared time assignments shall be made for no more than one year at a time. Any deviations shall have the approval of the Superintendent of Schools and be in accord with the other terms and conditions of the Master Agreement.

19.14 Salary

19.14.01 Salary of shared time elementary teachers will be prorated, i.e., Three (3) full days per week would mean 60 percent salary; a.m. or p.m. teacher (1/2 day) would mean 50 percent of full salary. Salary may be spread over the school year for those teachers teaching each day but less than full time, or less than five (5) days per week but the full year. Teachers teaching first semester only may have their salary paid the first semester of the school year. Salary would not begin for those teachers teaching the second semester until employment begins, then second semester teacher will have their pay spread for the balance of the second semester.

19.14.02 Salary of secondary teachers shall be pro-rated on the basis of the number of class periods taught, i.e., 3/5's, 4/6's, etc.

19.15 Fringe Benefits

The total amount of cost for one full fringe benefit package will be divided between the two (2) teachers involved. (i.e., cost of Super Med I, Vision, Life Ins., L.T.D., Dental = \$3,600. $3,600/2 = \$1,800$ applied toward benefit coverage for each teacher.)

ARTICLE 20

Site-Based Decision-Making and School Improvement

The Board and the Association recognize the importance of site-based decision-making/school improvement. The parties agree that any committees formed through the planning processes shall have at least fifty percent (50%) teacher representation chosen by the building's teaching staff. If the teaching staff cannot provide enough bargaining unit members for the committees, the administration may then ask teachers to volunteer. If parents are on the building or district teams, district teachers shall assist in selecting said parents. There shall be no discipline or adverse evaluation for non-participation in the decision-making process. Both parties agree that any site-based decision-making/school improvement shall not violate the terms and provisions of the master agreement.

ARTICLE 21

Entire Agreement Clause

This Agreement supersedes all previous agreements or 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.

ARTICLE 21

Duration of Agreement

This Agreement shall be in full force and effect as of August 26, 1994 and continue in effect until August 26, 1996. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above, unless an extension is mutually agreed to in writing by both parties.

In Witness thereof, the parties have executed this Agreement by their duly authorized representative, the day and year first written above. On or before June 1, 1994 both teams shall meet to discuss contract negotiations.

For the: Board of Education
School District of the City of Clawson

By: Patricia A. Leising
President

By: Helen Beames
Secretary

For the: Clawson Education Association (MEA/NEA)

By: Mary Lou T... ..
President

By: Laurie C. McKenzie
Secretary or Chief CEA Negotiator

SCHEDULE "A"
 SCHOOL DISTRICT OF THE CITY OF CLAWSON
 Teachers' Salary Schedule
1993-94

<u>STEP</u>	<u>BA</u>	<u>BA + 20</u>	<u>MA</u>	<u>MA + 10</u>	<u>MA + 20</u>	<u>MA + 30</u>
1	27,235	28,088	29,903	30,486	31,069	31,651
2	28,841	29,694	31,587	32,170	32,753	33,335
3	30,455	31,311	33,607	34,190	34,773	35,356
4	32,134	32,983	35,810	36,393	36,975	37,558
5	33,680	34,827	37,922	38,505	39,088	39,577
6	35,351	36,497	40,159	40,742	41,324	41,907
7	37,217	38,370	42,493	43,076	43,658	44,241
8	39,142	40,288	44,960	45,543	46,126	46,709
9	41,709	42,860	47,475	48,475	49,058	49,641
10	45,980	47,164	53,595	54,195	54,792	55,391

SCHEDULE "A"
 SCHOOL DISTRICT OF THE CITY OF CLAWSON
 Teachers' Salary Schedule
1994-95

<u>STEP</u>	<u>BA</u>	<u>BA + 20</u>	<u>MA</u>	<u>MA + 10</u>	<u>MA + 20</u>	<u>MA + 30</u>
1	28,052	28,930	30,800	31,401	32,001	32,601
2	29,707	30,585	32,535	33,135	33,735	34,335
3	31,369	32,250	34,616	35,216	35,816	36,416
4	33,098	33,973	36,884	37,484	38,084	38,685
5	34,690	35,872	39,060	39,660	40,260	40,765
6	36,412	37,592	41,364	41,964	42,564	43,164
7	38,333	39,521	43,768	44,368	44,968	45,568
8	40,316	41,497	46,309	46,909	47,510	48,110
9	42,961	44,146	49,329	49,930	50,530	51,130
10	47,359	48,579	55,203	55,819	56,436	57,053

SCHEDULE "A"
SCHOOL DISTRICT OF THE CITY OF CLAWSON
Teachers' Salary Schedule
1995-96

STEP	BA	BA + 20	MA	MA + 10	MA + 20	MA + 30
1	28,683	29,581	31,493	32,107	32,721	33,334
2	30,375	31,273	33,267	33,881	34,494	35,108
3	32,074	32,976	35,395	36,008	36,622	37,236
4	33,842	34,737	37,714	38,328	38,941	39,555
5	35,471	36,679	39,939	40,553	41,166	41,682
6	37,231	38,438	42,294	42,908	43,522	44,136
7	39,196	40,410	44,753	45,366	45,980	46,594
8	41,223	42,431	47,351	47,965	48,579	49,192
9	43,927	45,139	50,439	51,053	51,667	52,280
10	48,425	49,672	56,445	57,075	57,705	58,337

1. The School Board may grant up to ten (10) years for outside teaching experience. Outside experience must have been completed within the last ten (10) years.
2. Clawson teachers substituting on their prep-conference period will receive \$22.50 per class hour.
3. Regular teachers on permanent assignment shall be paid at a rate of 1/6 of their salary on Schedule "A" provided, however, the Board agrees that there will be no more than five teachers on permanent assignment during their prep-conference hour. The teacher will have the option of accepting or rejecting the additional assignment.
4. In order to qualify for advancement on the salary schedule:
 - (a) All hours must be earned after the date of provisional certification.
 - (b) All hours must be in an area of the teacher's major or minor field or in the area of education.
 - (c) Any exception to 4 (b) must have written approval of the building principal prior to the election of the subject or course.

SCHEDULE B
1994-96

	<u>POSITION</u>	<u>LEVEL</u>	
		1	2
Football	Head Coach	16.5	19.0
	Assistant Coaches (2)	12.75	13.0
	JV Head Coach	12.0	13.0
	Reserve Assistant Coach	10.0	11.0
	Freshman Head Coach	10.5	11.0
	Freshman Assistant Coach	8.5	9.0
	7/8th Grade Head Coach	7.0	7.75
	7/8th Grade Assistant Coach	6.25	7.0
Basketball	Head Coach (Boys)	14.5	17.5
	Head Coach (Girls)	14.5	17.5
	Assistant and/or Junior Varsity (Boys)	9.75	10.0
	Assistant and/or Junior Varsity (Girls)	9.75	10.0
	Freshman Head Coach	7.0	8.0
	7th Grade Head Coach (Boys)	7.0	8.0
	8th Grade Head Coach (Boys)	7.0	8.0
	7th Grade Head Coach (Girls)	7.0	8.0
	8th Grade Head Coach (Girls)	7.0	8.0
Wrestling	Head Coach	12.5	17.5
Swimming	Head Coach	12.5	17.5
	Synchronized Swimming & Swim Show	11.0	13.0
	7/8th Grade Swimming	6.75	7.25
	Head Coach (Girls)	12.5	17.5
Cross Country	Head Coach	7.5	9.0
Baseball (Boys)	Head Coach	14.5	17.5
	Assistant and/or Junior Varsity	7.0	9.25
	Freshman Coach	7.0	8.0
	7/8th Grade Head Coach	6.25	7.5
Softball (Girls)	Head Coach	14.5	17.5
	7/8th Grade Head Coach	6.25	7.5
Tennis (Girls & Boys)	Head Coach	8.25	9.5

SCHEDULE B - CONTINUED

Track	Head Coach (Boys)	14.5	17.5
	Head Coach (Girls)	14.5	17.5
	Assistant (Boys)	7.0	8.0
	7/8th Grade Head Coach	6.25	7.5
	7/8th Grade Assistant Coach	5.75	7.0
Volleyball	Head Coach	11.0	13.0
	7th Grade Coach	5.0	7.0
	8th Grade Coach	5.0	7.0
	JV Head Coach	7.0	9.0
Soccer	Head Coach (Boys)	14.5	17.5
	Head Coach (Girls)	14.5	17.5
	J.V. Head Coach (Boys)	7.0	9.25
	J.V. Head Coach (Girls)	7.0	9.25
Cheerleaders	Varsity	8.0	10.0
	Freshman	5.5	7.5
	Middle School	5.0	6.5
Drill Team	High School	7.0	8.0
Class Advisors	Senior	7.0	9.0
	Junior	7.0	9.0
Play Productions	Musicals - High School (3)	3.25	3.75
Publications	Yearbook (2)	7.5	7.75
Dance Club	High School	6.0	7.0
Other Activities	Extra-Curricular Activities & Clubs as Approved - High School	2.5	3.0
	Student Senate - High School	8.0	8.5
	American Field Service	3.0	4.0
	National Honor Society	3.0	4.0
	Chess Club	2.0	3.0
	Student Court (2)	5.5	6.0
	Extra-Curricular Activities & Clubs as Approved - Middle School	2.0	2.5
	Student Council - Middle School	4.0	5.0

SCHEDULE B - CONTINUED

Safety patrol	Schalm	3.75	4.0
	Kenwood	3.75	4.0
Service Squad	Schalm	1.5	1.5
	Kenwood	1.5	1.5
Music	Wind Ensemble	9.0	10.0
	Marching	5.0	6.0
	High School Orchestra	9.0	10.0
	Middle School Orchestra	3.5	4.5
	7/8th Grade Band	4.5	5.5
	Chorus - High School	9.0	10.0
	Chorus - Middle School	5.0	6.0
Show	Choir - High School	7.0	8.0

All positions above are set out in percentages. Payout is calculated by multiplying the percentage on experience levels 1 and 2 by the base amount of \$23,000 for the 1994-95 school year.

	<u>1994-1995</u>	<u>1995-1996</u>
Driver Education	\$18.58	\$19.00
Summer School	\$18.58	\$19.00
Subject Area Coordinators	\$1,919.00 stipend + \$1962.00 (2) 1/2 days or (1) full day per semester release time	
AP/Independent Study Coordinator	\$1,600.00	\$1,636.00

SCHEDULE "C"
Insurance Protection
1994-1996

- A. The Board of Education will make the necessary deductions from the teacher's salary for income protection insurance coverage when authorized by the employee. The carrier shall be MESSA.
- B. The Board will pay the premiums, for those who apply, for one of the two following options under MESSA-PAK (MESSA-PAK is a benefit program which combines the five insurances listed in Schedule C into two plans with MESSA as the administrator/carrier):

1) Plan A:

Health: MESSA Super Care I. This health insurance shall be provided for the employee, spouse, and eligible dependents.

Life: \$50,000 Term Life with AD & D. Teachers leaving will be notified of conversion policies by MESSA.

Dental: Delta Dental Insurance. The full family plan shall be a true group with internal and external coordination of benefits. For teachers who are not covered by another dental insurance equal to or greater than Delta Dental Plan E-07, those persons shall be enrolled in Delta Dental E-07. Those persons covered by another dental plan equal to or greater than Delta E-07 (80/80/80: 800 max on class III) shall be enrolled in Delta C-01 (50/50/50: 500 max on class III).

1993-94: Dental insurance shall be increased to E-007 and suffixing from \$500 to \$650 per year.

Vision: VSP-II. Full family; true group with internal and external coordination of benefits.

Long Term Disability: Long term disability income insurance to cover all full-time and part-time employees. Benefits shall begin after the first one hundred and eighty (180) calendar days of any illness or disability as determined by the carrier. Such insurance shall pay up to 60% of his/her regular salary and reduced by any amounts paid or payable under Worker's Compensation, Social Security, or any school sponsored pension plan. The remuneration under this article is as established under the company's policy and is paid at the daily rate of seven (7) days per week, fifty-two (52) weeks per year of one three hundred and sixty-fifth (1/365) of the annual salary of the employee at the time of disability.

SCHEDULE "C" - CONTINUED

2) Plan B (for employees who do not choose Plan A):

- Life: Same as Plan A (teacher only).
Dental: Same as Plan A (full family).
Vision: Same as Plan A (full family).
Long Term Disability: Same as Plan A (teacher only).

C. Tax Deferred Annuity: Teachers electing Plan B above are also entitled to a tax deferred annuity underwritten by any of the approved carriers listed below.* The rate of payment shall be \$1,500.00 annually. Such payments shall be made to the T.D.A. company twice per month. If tax deferred annuities as provided herein are no longer permitted under applicable law, the Board shall then provide a \$1,500.00 annual cash payment subject to any withholdings as required by law.

D. Provisions: Applicable to Plan A and Plan B.

- a) Teachers who are returning in the Fall shall receive coverage to include July, August and September.
- b) The teachers who terminate their employment in June shall receive coverage including July and August payments.
- c) The Board shall not make any additional benefit payments for coverage after the date of termination of employment of a teacher, if the termination of employment is prior to the end of the school year.
- d) Enrollment shall be either at the beginning of employment, or at the open enrollment period, or when a new program is instituted, subject to the MESSA regulations.
- e) *Approved tax deferred annuity carriers are Michigan Education Association Financial Services, Shearson-Leahman, Lincoln National Life, Equitable Life Assurance, Continental National Assurance, and Variable Annuity Life Insurance Company.
- f) Part-time employees
 - 1) Plan A: The Board will pay a percentage of the cost of Plan A equal to the percentage of time employed (i.e. 3/5 teacher = 60% Plan A package Board Paid).

SCHEDULE "C" - CONTINUED

2) Plan B:

- a) The Board will pay 100% of the Plan B insurances and 100% of the tax deferred annuity for teachers employed at least 3/5 (60%) of the time.
- b) The Board will pay the pro-rata amount of the Plan B insurances and the tax deferred annuity for teachers employed less than 3/5 (60%) of the time.

E. Tax Deferred Annuities

The teachers, at their option, may select tax sheltered annuities carriers from within the approved group and begin participation anytime within the school year. The approved group may be added to when five (5) or more members sign a letter of intent with a new tax sheltered annuities carrier. All the carriers currently being offered on the approved group shall continue to be offered to the members until member participation in the program ceases. At such time, the carrier shall be eliminated from the approved list.

*Approved Tax Deferred Annuity Companies

AETNA
3310 West Big Beaver Rd
P.O. Box 7020
Troy, MI 48007-7020

646-8272
Dan DeBoer

Annuities Services
31780 Telegraph Road
Bingham Farms, MI 48025

Barbara Robins
1-810-258-9057
1-810-541-3239

Chubb Securities Corporation
P.O. Box 153
Clarkston, MI 48347

1-800-752-0240
Kathleen Chenoweth
313-625-2592

IDS
900 Wilshire Drive
Suite 255
Troy, MI 48084

244-9160
Mark Epps

MEFSA
1350 Kendale
Box 2501
East Lansing, MI 48826-26501

1-800-292-1950
James R. Borland
644-8709

SCHEDULE C - CONTINUED

Lincoln National Life Insurance Company
2855 Coolidge Highway, Suite 206
P.O. Box 936
Troy, MI 48099

Riley Ford
649-3600

Valic (VAMCO)
The Variable Annuity Marketing Co.
3001 W. Big Beaver
Troy, MI 48084

Norman Gross
643-4700

Shearson Leahman Hutton
900 Troy Tower
Troy, MI 48098

1-800-772-2156
Sandy G. Peters
879-1400

The Equitable Financial Services
5435 Corporate Drive
Troy, MI 48007-7071

1-800-992-9914
Joseph Duris
641-1000

The monies for T.S.A.'s shall be deducted from the teachers' paycheck twice per month and said monies shall be remitted by the Board of Education twice per month to the T.S.A. carrier.

Each teacher choosing Tax Sheltered Annuity shall give written consent to the Board of Education or its agents to obtain from the carrier a statement whether he or she is eligible to have same paid to such annuity by the Board of Education at any time or from time to time, or such other written procedure which will accomplish the aforesaid purpose.

APPENDIX "A"

General Conditions

- A. For the term of this agreement school calendars are as set forth in Appendix "A". There shall be no deviation from or changes in the school calendar except by mutual agreement of the Clawson Board of Education and the Clawson Education Association. Further, that all calendars shall meet the necessary standards of the State of Michigan requirements as provided for the School District of the City of Clawson.
- B. When Labor Day is September 1, 2, or 3, the opening day of the new school year for teachers shall be the day after Labor Day. When Labor Day is on September 4 or any date thereafter, the opening day of school for students and teachers shall be during the week preceding Labor Day.

SCHOOL DISTRICT OF THE CITY OF CLAWSON
School Year Calendar For 1994-95

AUGUST

29 First Day of School For Teachers
30 Half-Day (a.m.) for All Students and Teachers

SEPTEMBER

2 Half-Day (a.m.) for Teachers and Students
5 Labor Day

OCTOBER

28 Half-Day (a.m.) for All Students-
Elementary Teachers Records Day MS-HS Professional Development

NOVEMBER

8 High School/Middle School Conferences - Evening
9 Elementary Parent/Teacher Conferences (evening)
10 Elementary Students Only Half-Day (a.m.) - Parent/Teacher Conferences (p.m. and evening)
High School/Middle School Conferences - Evening
11 Elementary Students Only Half-Day (a.m.) - 1/2 Elementary Professional Development.
23 Half-Day (a.m.) for Teachers and Students
24 - 25 Thanksgiving Day Break

DECEMBER

21 Half-Day All - Holiday Break Begins

JANUARY

4 School Resumes
11 - 12 High School Exams - Half Day for Students at HS/MS
13 No School for Students - End of Marking Period - Teachers' Records Day (a.m. - only)

FEBRUARY

13 - 17 Mid-Winter Break - No School

MARCH

8 MS/HS Evening Conferences
9 Half-Day (a.m.) Elementary Students Only - Elementary Conferences (p.m.)
10 Half-Day (a.m.) Elementary Students Only - Elementary Professional Development
24 Half-Day (a.m.) for All Students - MS/HS Professional Development Elementary Teachers' Records (p.m.)

APRIL

13 Half-Day for Students and Staff (a.m.).
14 - 21 Spring Break-No School

MAY

8 Professional Development Day - All Teachers
26 Half-Day (a.m.) Teachers and Students
29 Memorial Day Holiday

JUNE

13 Half-Day (a.m.) High School Exam - Half-Day MS/HS Students
14 Half-Day (a.m.) All Students - Teachers' Records (p.m.)
15 Teacher Work Day (a.m. only)

181 Student Days/185 Teacher Days

SCHOOL DISTRICT OF THE CITY OF CLAWSON
School Year Calendar For 1995-96

AUGUST

28 First Day of School For Teachers
29 Half-Day (a.m.) for All Students

SEPTEMBER

1 Half-Day (a.m.) for Teachers and Students
4 Labor Day

OCTOBER

27 Half-Day (a.m.) for All Students -
Elementary Teachers' Records Day/MS-HS Professional Development

NOVEMBER

6 High School/Middle School Conferences - Evening
7 Elementary Parent/Teacher Conferences - Evening
8 High School/Middle School Conferences - Evening
9 Elementary Students Only Half-Day (a.m.) - Parent/Teacher Conferences (p.m. & evening)
10 All Students Half-Day (a.m.) - Professional Development All Teachers(p.m.)
22 Half-Day (a.m.) for Teachers and Students
23 - 24 Thanksgiving Break

DECEMBER

20 Half-Day (a.m.) for Teachers and Students
21 Holiday Break Begins

JANUARY

3 Return to School from Holiday Break
17 - 18 High School Exams - Half Day for Students at HS/MS
19 No School for Students, End of Semester - Teachers' Records Day

FEBRUARY

12 - 16 Mid-Winter Break

MARCH

29 Half-Day (a.m.) for All Students (Marking Period Ends) -
MS/HS Professional Development - Elementary Teachers' Records (p.m.)

APRIL

3 MS/HS Evening Conferences
4 Half-Day (a.m.) for Students and Teachers
8 - 12 Spring Break
18 Half-Day (a.m.) Elementary Students Only - Elementary Conferences (p.m. & evening)

MAY

6 No School for Students, Professional Development for All Teachers
24 Half-Day (a.m.) Teachers and Students
27 Memorial Day Holiday

JUNE

11 Half-Day (a.m.) High School Exam - Half-Day MS/HS Students
12 Half-Day (a.m.) All Students - Teachers Records (p.m.)
13 Teacher Work Day (a.m. only)

181 Student Days/185 Teacher Days

APPENDIX "B"

Request For Personal Business

Date: _____

I hereby certify that when being granted a personal business day(s) on _____ that these day(s) will be used for personal or private business which can only be accomplished during school hours and shall not be used for recreational purposes. I have discussed the matter with my building principal or director.

Signed:

Approved by Principal: _____

Request For Emergency Leave

I request that I be granted an emergency leave for _____ on _____ day(s) _____

Signed: _____

Approved by Principal: _____

Request For Funeral Leave

I hereby request that I be granted a funeral leave for _____

Signed: _____

Approved by Principal: _____

Verification of Sick Leave

I was on sick leave _____
Date _____ Time _____

Signed: _____

APPENDIX "C"
Letter of Leave Confirmation

Dear _____,

I am happy to inform you that the Board of Education at its meeting on _____ approved your request for _____ leave. The leave will commence on _____ and will terminate on _____.

If you wish to return to teaching in Clawson at the end of your leave you must notify the Board in writing by _____.

Enclosed you will find a copy of the Tenure Act and leave provisions of the Master Agreement which includes your rights and responsibilities concerning leaves.

Very truly yours,

Clawson Public Schools

cc: C.E.A. President

APPENDIX "D"

SCHOOL DISTRICT OF THE CITY OF CLAWSON
Personnel Survey

For the purposes of planning, it is helpful to know of your plans for the following school year. Please assist us by checking those items appropriate to your wishes. This survey does not constitute a resignation or request for a leave of absence. Resignations or leave requests should be in writing and addressed to the Superintendent of Schools.

Please complete this questionnaire and return to your building principal before May 1.

Check the item that applies to you (check only one item)

- _____ 1. I do not plan to return to teaching in Clawson for the next school year.
- _____ 2. I am returning and would prefer my same assignment.
- _____ 3. I am returning but I would prefer a change from my present assignment to the following:

(Fill out this section only if number 3 is checked)

Grade: K _____ 1st _____ 2nd _____ 3rd _____ 4th _____ 5th _____

Building _____

Middle School _____ Subject _____

High School _____ Subject _____

Special Education _____ Area _____

Administration _____

It is understood that indication of a desire for change does not necessarily constitute unhappiness with your current assignment or a desire to cause another teacher to be reassigned. It is also understood that only limited mobility is possible in a school system of this size.

Teacher's Name _____

Building _____

Date _____

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