

This Agreement entered into on July 16, 2012 by and between the, Clinton Community Schools hereafter called the "Board", and Hillsdale Lenawee County Education Association, CEA, MEA, NEA, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations have reached certain understandings which they desire to confirm in this Agreement,

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

ARTICLE I: RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section XI of Act 379 of the Public Acts of 1965, for all professional personnel under Contract with the Board, excluding all administrative personnel and substitute teachers and temporary per-diem teachers, as provided in ARTICLE XVI, Section B, also excluding all adult and/or community education teachers and coaches who are not otherwise in the unit as teachers.
- B. This recognition shall extend for the duration of this Agreement.

ARTICLE II: RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school District's business, the equipment, and the operations and to direct the working forces and affairs of the Employer.
 2. Continue its right of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business hours or days.
 3. Direct the professional personnel, including the right to hire, promote, suspend, layoff, and discharge employees.
 4. Adopt reasonable rules and regulations.
 5. Determine the qualification of employees.
 6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.
 7. Determine the placement of operations, service, maintenance or distribution of work, and the source of materials and supplies.
 8. Determine the financial policies, including all accounting practices.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

10. Determine the policy affecting the selection or training of employees, provided that such selection shall be based upon lawful criteria.
 11. Determine the educational program, curriculum, and staffing requirements, (including the assignment of bargaining unit work to non- bargaining unit members and the subcontracting of bargaining unit work.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III: RIGHTS OF THE TEACHER

- A. The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers with respect to the maintenance of control and discipline on school property.
- B. Any case of assault upon a teacher shall be promptly reported to the Board through the teacher's immediate supervisor. In the event of unprovoked assault, or if the teacher is complained against or threatened with court action by reason of disciplinary action taken against a student or any other school related behavior, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault or court action and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities to the limits of the school District's liability insurance; provided that:

1. the teacher acted within the scope of Board policy, and
2. that the actions were reasonable and prudent as determined by the Board.

The Board's determination shall include a full investigation of the assault and all conditions surrounding it.

- C. The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board or required by law.
- D. Teachers shall be required to exercise reasonable care with respect to the safety of pupils and their property.
- E. Any complaint directed toward a teacher shall be called to the teacher's attention and prior to any disciplinary action being taken by the Administration.

If a complaint is raised against a teacher or teachers at a Board meeting, that complaint will be received and taken under advisement. The teacher or teachers involved will be notified of such complaint before any action is taken.

- F. A pre-determined certified person will assume administrative duties of each building during absence of the building principal and the teachers shall be notified of who shall assume those duties.

ARTICLE IV: RIGHTS OF THE ASSOCIATION

- A. In addition to the terms of the Contract and the policies of the Board of Education, the Association is hereby guaranteed all rights established by State Law governing teacher employment, tenure, fair labor practices and recognition.
- B. The bargaining unit and its members shall have the privilege to use school building facilities on the same basis as other community organizations or groups, as governed by Board Policy.
- C. Bulletin board space in the faculty lounge of each building shall be provided to the Association for the purpose of communication.
- D. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District and the Association shall have the opportunity to discuss this budget with school officials.
- E. The Board agrees to furnish, via email and/or the district website, the school board meeting agenda and the minutes of all regular and special meetings, with the exception of executive sessions to Association members.
- F. The Board agrees that the Administrative Council will meet for the purpose of addressing and resolving issues affecting more than one building. The Association representative for each building and President of the CEA are regular members. Other members include the Superintendent, all other administrators, and may include counselors and middle school and high school athletic directors.
- G. The Board will provide three (3) paid Association days per school year for the President and/or his/her designees. The Association will pay for the cost of substitutes and for the cost of the teacher who is absent including salary, FICA, retirement contribution and insurance.

ARTICLE V: TEACHING HOURS

- A. Teachers shall report at the appropriate time for their building per Appendix III and shall be at their teaching stations not later than ten (10) minutes before the beginning of the school day for students and at the end of the school day shall remain at their teaching stations until the official close of the day for staff, which shall not exceed seven (7) hours and thirty (30) minutes after the staff starting time unless otherwise assigned or directed. In those cases where the schedule demands that a part-time teacher's conference period be assigned between academic teaching assignments, the Board will pay the teacher the full conference period but reserves the right to schedule that teacher to other student supervisory or curricular assignments for the remainder of the conference period.
- B. Each staff meeting will be announced at least one (1) week in advance except in emergencies. Staff shall reserve Tuesdays for administratively called staff meetings. Teachers shall not be required to attend more than one staff meeting per week.
- C. Administratively called staff meetings shall not average more than one (1) hour per week per month. If a staff meeting is scheduled which exceeds one (1) hour, notification must be given to staff via the Faculty Bulletin at least one week in advance.
- D.
 - 1. Duty-free lunch periods of thirty-five (35) minutes duration shall be provided for all teachers.
 - 2. The Administration will schedule all sections of a grade for recess and lunch period at the same time whenever educationally feasible.
- E. All teachers in the elementary grades, K-5, will be provided with a minimum of two hundred thirty (230) minutes of conference time per week during the school day, when students are in attendance, to be provided in not less than fifteen (15) minute blocks. Each teacher shall be guaranteed at least one fifteen (15) minute block in any given day. A sincere attempt will be made to arrange the schedule so that conference blocks will be longer when and if possible. The beginning and ending time shall not be construed as conference time. All teachers in K-5 shall have two (2) one-half (1/2) days with students at the end of the second semester to complete responsibilities. Teachers, grades 6-12, shall be provided with no less than 230 minutes of conference time per week. The amount of conference time referenced in this section shall apply during full normal weeks of school, but during any weeks when the schedule is adjusted, it is recognized and agreed that there may be less than the specified conference time.

The Board agrees that it will arrange a schedule that will provide the traveling teacher between the Elementary and Middle School a minimum of eight (8) minutes and between the Middle or Elementary and High School ten (10) minutes of travel time unless travel is scheduled during a conference period or lunch period.

Teachers traveling between Elementary and Middle School to High School and vice versa during the school day due to instructional teaching assignment will receive compensation of \$1.00 per day for mileage. Any teachers traveling between Elementary and Middle School to High School and vice versa during their conference or lunch time due to instructional teaching assignment will receive an additional \$2.00 per day for time compensation. No teacher shall receive more than \$3.00 per day for travel.

If a teacher shall teach more than the normal teaching load (six (6) periods in a seven (7) period day, or the equivalent thereof), thereby not receiving their conference minutes, he/she shall receive additional compensation at the rate of one-seventh ($1/7$) of his/her basic teaching salary.

In the elementary grades, K-5, a teacher who has a split grade level class will receive an additional \$750.00 stipend per semester.

Teachers in a split grade level classroom will receive an additional thirty (30) minutes per week for planning.

Teachers in a team-taught classroom will receive an additional thirty (30) minutes per week for planning unless these teachers are provided with common planning time.

- F. The teachers recognize the educational importance of Parent-Teacher Conferences. When such activities are held after school hours (as set forth in Item A of this Article) and at which attendance is required, compensatory time will be given. If it is mutually determined between the principal and teachers that additional parent conference time is needed then an equal amount of release time and/or monetary remuneration shall be negotiated for all affected teachers.
- G. The staff agrees to attend Open House activities and/or other after hours assignments in conjunction with their building activities, as directed by the Board, not to exceed two such after hour assignments per Contract year. Teachers shall be given the opportunity to select such assignments or to be assigned with two weeks' advance notice.

- H. Teachers will be given three regularly scheduled working days, starting after the marking period ends, to complete report cards in the computer grading program. This three-day period will begin the next school day after each nine (9) weeks and end at the end of the third day.
- I. For the end of the school year, grades for all buildings will be due by the end of the last teacher day.
- J. Attendance procedures will comply with state requirements and building procedures as directed by the School Administration.

ARTICLE VI: SPECIAL STUDENT PROGRAMS

- A. The parties recognize that children who are certified special education students, when mainstreamed, will be placed according to the following criteria:
 - 1. Consistent with the individual educational plans for each child.
 - 2. Student academic welfare.
 - 3. Academic level of instruction.
 - 4. Teacher load.
 - 5. Even distribution in like classes if scheduling permits.
- B. The Administration will inform teachers of known special and peculiar problems and/or of the conditions of their students.

ARTICLE VII: TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. The Board recognizes that appropriate texts, library facilities, maps and globes, laboratory equipment, audio-visual equipment, and similar educational materials are the tools of the teaching profession. The Administration will confer with the teachers involved for the purpose of selecting educational tools and in an advisory capacity in establishing the instructional budget. It is further agreed that the Board shall make every attempt to keep the schools reasonably equipped and maintained and shall expect full cooperation of each teacher and the local Association as a group in properly maintaining all educational tools, equipment and facilities.
- C. The Board shall continue, as it presently does, to furnish lounge and restroom facilities for each building. Telephone facilities shall be made available to teachers for their professional use. Such calls are to be recorded in the telephone log.
- D. The Board agrees to furnish teacher aides as follows:
 - 1. K-1, when class size exceeds 24
 - 2. 2-5, when class size exceeds 26

Should a teacher aide be assigned to a specific student when in the regular education classroom and if the Individual Educational Plan specifies three (3) or more hours of aide time per day, that student will not be counted when determining class size.

Exceptions to the above class sizes would be, as their nature requires larger number of students such as: band, choir, physical education, experimental or special lecture groups.

A teacher aide shall be defined as;

- a. An adult paid teacher aide.
- b. An adult volunteer teacher aide.
- c. A specially trained paid student aide.

Teacher aides as referenced above shall be supplied at the rate of seventy-five (75) minutes per pupil per week for all students assigned to a class in excess of class sizes listed above, to be scheduled by the building principal.

The Board shall make a concerted effort during scheduled conference time and before the start of the instructional day to provide time and opportunity for conferences, program planning, etc. between classroom teachers and special education staff so that the best interests of students may be served. Class size shall be considered when special students are mainstreamed into the regular classroom.

E. In secondary grades, 6-12, the Board agrees to pay teachers as follows:

1. Secondary grades 6-12, when average class size per subject exceeds 32, except for Physical Education when class size average exceeds 40 and classes with learning stations where the minimum number of students shall be no greater than the number of stations.
2. Should a teacher aide be assigned to a specific student when in the regular education classroom that student will not be counted when determining class size.
3. Teachers accepting additional students will be provided a stipend for each student over the classroom maximum at a rate of \$100.00 per class period per semester in accordance with the following provisions:
 - a. Exceptions to the above average class size per subject would be, as their nature requires larger number of students such as: band, choir, experimental or special lecture groups.
 - b. The Board shall make a concerted effort during scheduled conference time and before the start of the instructional day to provide time and opportunity for conferences, program planning, etc. between classroom teachers and special education staff so that the best interests of students may be served. Class size shall be considered when special students are mainstreamed into the regular classroom.
4. When it is agreed that an overload will occur, the assignment will be as follows:

- a. If the student schedule permits, a volunteer will be sought to accept the student beyond the maximum. If there is more than one (1) volunteer, the teacher with the highest seniority will be chosen. The process of asking for volunteers should repeat up to the cap of two (2) students over the class size maximum, as long as there are no other volunteers. If there are other volunteers, student will be assigned to the next most senior volunteer until all volunteers have one (1) student, then the most senior volunteer can get a 2nd student.
 - b. There will be prorating of the above amounts determined by the number of days exceeding the average class size per subject.
 - c. In order for the stipend to be paid, the student(s) must physically be in the teacher's classroom not just on the class roster (e.g. if a special ed. student is on a teacher's roster but does not attend the class, the stipend will not be paid, but if the student begins attending the class causing an overload then the stipend shall be paid.)
- F. As conditions of continued employment, all teachers will be required to comply with the following conditions:
 - 1. In the event it becomes legally permissible for the district to collect membership dues, any teacher who is a member of the Association shall sign and deliver to the Board an assignment authorizing deduction of membership dues as designated by Lenawee County Education Association, CEA, MEA/NEA.
 - 2. As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board, each individual School Board Member, and all administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.
- G. Before a student can be promoted against the advice of a teacher, a meeting will be held with the Superintendent, building principals, counselors, teachers and parents. The teacher's input will be of major importance. The final decision rests with the Superintendent of Schools. Minutes of such meeting will be placed in the student's file. Should a student be promoted against the advice of a teacher, a letter of dissent may be placed in the student's file.

- H. The parties agree that the topics of School Improvement and Inclusive Education/Medically Fragile are of interest to the Clinton Community Schools and the Clinton Education Association, MEA/NEA. The parties therefore agree to the following language:
1. School Improvement. Participation, outside the normal school day, on any school improvement committee established as a result of Public Act 25 (1990) shall be voluntary. School improvement committee decisions that require a deviation from the collective bargaining Agreement will be permitted only after a properly executed Letter of Agreement between the Clinton Education Association and the Board.
 2. Inclusive Education. The Clinton Community Schools shall continue to use the IEPT process in accordance with Special Education rules and regulations and provide the needed training provided by the Lenawee Intermediate School District. It is in the interest of both parties to jointly establish and implement procedures, guidelines and working conditions to promote the quality of education for special students enrolled in the Clinton Community Schools as a result of the Inclusive Education initiative. In the event problems arise, both parties agree to work cooperatively and the principal and the teacher shall reach agreement. If the principal and the teacher fail to reach agreement, the Superintendent and the Clinton Education Association President shall find a mutually agreeable solution to the problem. In no case shall the Clinton Community Schools be prevented from fulfilling the requirements of law.
 3. Medically Fragile. The identity and specific medical condition of each medically fragile student will, as allowed by law, be supplied to teachers who have instructional or other supervisory responsibilities for such student at the time that student is assigned to be instructed or supervised by the teacher; providing the condition is significant and the District is aware of the condition. "Medically fragile" is defined as those students who are chronically ill and/or medically and technologically dependent, and/or who have life threatening conditions that may require immediate medical attention by a specially trained lay person or a medical provider. A teacher will not be required to regularly provide medical services for students who have existing medical conditions ie., diabetes, trachs, shunts, etc.

- I. For the first three years of his/her employment in classroom teaching, a teacher shall be given one or more mentor teachers. Should no teacher within the District wish to participate as a mentor teacher the District may use college professors, or retired master teachers, who agree to act as a mentor(s) to the teacher. During the three-year period, the teacher should satisfactorily complete an extensive professional development induction into teaching based on the individualized development plan which shall consist of at least fifteen (15) days of professional development, the experiencing of effective practices in university-linked professional development schools, and regional seminars conducted by master teachers and other mentors, including classroom management and instructional delivery. The District shall not be required to provide release time to the teacher to satisfy the fifteen-day professional development requirement mandated by law, shall not provide additional compensation to the teacher for these fifteen days of professional development, and shall not reimburse the teacher for any costs incurred in fulfilling this statutory requirement.

The mentor teachers from within the staff shall receive the following stipend per mentee.

First year probation	25 hours	\$500
Second year probation	18 hours	\$360
Third year probation	10 hours	\$200

- J. Each teacher shall have the right, upon request to review the content of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- K. Any complaint made against a teacher by any parent, student, or other person shall be brought to the attention of the teacher. Complaints shall not be incorporated into the teacher's personnel file unless the teacher has been informed of the complaint, and after investigation, found to be justified.

ARTICLE VIII: RESPONSIBLE TEACHING

- A. Teachers shall adhere to Board policies, accepted standards of professional educational responsibility, and the legitimate interests of the District with respect to instruction and expression in the school setting.

ARTICLE IX: PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being, or is professionally demeaning.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be reported to the offending teacher before disciplinary action is taken.
- C. A teacher may at all times be entitled to have present a representative of the Association when being reprimanded, warned or disciplined for an infraction of rules or delinquency in professional performance. However, if the situation warrants immediate action, the Administration is empowered to take such action as in its judgment it deems necessary.

ARTICLE X: SENIORITYSeniority

- a. The term seniority as hereinafter used shall be the length of continuous teaching service with the Board.
- b. An administrator who has been a teacher in the District and who returns to the teacher bargaining unit shall retain seniority for all years of teaching service to the District.
- c. An administrator who has not been a teacher in the District, but who is given tenure as a teacher by the District shall, when entering the bargaining unit, be granted two (2) years of seniority.
- d. All seniority is lost when employment is severed by resignation, retirement, or termination; however, seniority is retained if severance of employment is due to layoff.
- e. During unpaid leaves of absence granted pursuant to this Contract, seniority shall not continue to accrue except as specifically required by this Contract or the employee is on a leave under the "Family and Medical Leave Act".
- f. Seniority within the system shall be determined by the criteria in the order that follows:
 1. Years of continuous service as defined above. The effective date of employment shall be the first date of actual work in the District, excluding extra-duty assignments.
 2. Initial date of employment or date of Board action to hire. In the event more than one teacher has the same date of hire, a lottery mutually organized and participated in by the Association and Administration will be used within sixty (60) days of hire to determine seniority.
 3. Part-time teachers teaching one-half (1/2) day schedule or more than one-half (1/2) days schedule shall be treated for seniority purposes the same as full time teachers. Those teaching less than one-half (1/2) schedule shall have their service computed to full time equivalency.
- g. The Board shall prepare the seniority list based on criteria as set forth above and submit a copy of the same to the Association on or before the 30th day of September of each year.

ARTICLE XI: NEGOTIATION PROCEDURES

- A. Negotiations between the parties shall begin at least sixty (60) days prior to the expiration of this Agreement. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a particular period or periods by mutual written Agreement of the parties.

ARTICLE XII: GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary teacher.
2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
3. Any non-procedural matter involving teacher evaluation.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

B. The Association shall designate one representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

C. The term "days" as used herein shall mean days in which school is in session. During the summer recess the term "days" shall mean business days Monday through Friday.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite each section or subsections of this Agreement alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. ***Level One*** - A teacher believing himself/herself wronged by an alleged violation of the express provisions of this Agreement shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - All Level Two filings shall contain an endorsement stating the approval or disapproval of the Association. A copy of the written grievance shall be filed with the Superintendent or his designated agent. In the event that the Superintendent is unavailable, the time limitations on appealing to Level Two shall be met by delivery to the Superintendent's secretary of a written copy of the grievance signed by the grievant and attested to by an officer of the Clinton Education Association. The letter must be filed within five (5) days of failure to reach satisfaction of the grievance at Level One. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within (5) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. No later than the next regularly scheduled school board meeting from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board No later than the next regularly scheduled school board meeting.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. The arbitrator will be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. New evidence is allowable at level four if it pertains to the original defense. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

- b. The arbitrator shall have no power to establish or change salary and extracurricular schedules.
 - c. Responsibility of management is an adherence the Board strongly recommends in the Master Agreement. The Board wants the arbitrator to give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by the Agreement.
 - d. The Arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
 - e. The arbitrator shall not have the power to interpret the law.
 - f. He/she shall have no power to change any practice, policy or rule of the Board, nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy rule or any action taken by the Board.
5. After a case of which the arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.
6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
7. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own costs for representation including any expense of witnesses.
- F. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

- G. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be held at their assigned duty stations unless mutually agreed upon.
- I. Where no financial loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- J. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
- K. Any back pay award shall be reduced by any other compensation received during the time the teacher would have otherwise been working for the District including any unemployment compensation received. There is to be no “double dipping”.

ARTICLE XIII: LEAVES OF ABSENCE**A. Leave Days**

All regularly employed certified personnel shall be allowed sick leave for illness, injury or disability, excluding workers' compensation claims, at the rate of eleven (11) days per year, accumulative to one hundred five (105) days with full pay. These days shall be credited to the teacher at the beginning of the school year, but the days are earned on a prorated basis of one day per month on the last day of each month from August through May, and in June on the last day of school. To earn days, a teacher must be working or be on a paid leave. In the event a teacher exhausts his/her accumulated sick leave, he/she shall be placed on an unpaid leave of absence. However, at the end of each school year (and when a teacher leaves the employ of the District or when a teacher is placed on an unpaid leave of absence), any teacher having exhausted all sick leave and having used more sick leave days than have been totally earned, shall be liable to the District for those unearned days and have the value of such used but unearned days deducted from any amounts of compensation, etc. to which the teacher may otherwise be entitled under the Contract.

Four (4) of these eleven (11) days may be used for personal business. Additional personal days may be granted with the approval of the Superintendent and the Superintendent's decision shall not be grievable. Personal business days shall not be utilized for social activity, other employment, travel for recreation or vacation, recreation or vacation, but only for attending to personal affairs which cannot be reasonably handled outside of the work day and which require the presence of the teacher. The Administration reserves the right to control the number of absences that may be granted on any given day. The teacher requesting a personal business day leave must make application to the Superintendent as early as possible, but in no case less than twenty-four (24) hours prior to the date of absence, except in cases of emergency. The administration may require verification of reason for absence when abuse of the leave policy may be indicated.

After the teacher has reached the maximum accumulation of sick leave - personal business leave, the Board will annually at the close of the school year, pay into a Board designated 403b special pay plan for the teacher at the rate of \$30.00 per day for all accumulated sick leave - personal business leave days that exceed one hundred five (105). Unused days accumulate as sick leave days (not as personal business days).

B. Parental/Child Care

An unpaid leave of absence of up to one year shall be granted to any (male or female) bargaining unit member for the purpose of care of their child.

Said leave shall commence upon the date agreed to by the employer and the employee. It is further provided that:

1. A pregnant bargaining unit member may commence said child care leave prior to, or subsequent to, the birth of her child at her option. A child care leave of absence up to one year may be available to the bargaining unit member upon termination of her disability sick leave benefits, at the option of the employee. The employee may request early termination of the leave any time after the birth of the child or in the event of death of said child and provided she is physically able to perform her work responsibilities.
2. Application to the Superintendent shall be made thirty (30) calendar days prior to the expected beginning of the leave.

C. Family and Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with current insurance coverage maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;
- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this Contract for the above purposes shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the teacher. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

D. Personal Disability

An employee who, because of illness, disability (including maternity), or accident, is physically unable to report to work, and has exhausted all means of allowable compensation from the Board, shall be granted an unpaid leave of absence without benefits for the duration of such disability, provided the employee notifies the Board of the necessity therefore, and provided further that the employee supplies the Board with a statement from his/her medical or osteopathic doctor of the necessity and length of time for such absences and for the continuation of such absence including return to work when the same is requested by the Board. The unpaid leave of absence shall be for a period of up to one (1) year subject to renewal at the discretion of the Board.

E. Family Disability

Unpaid leaves of absence shall be granted for up to one year for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, wife, children, parents, or parent-in-law subject to renewal at the discretion of the Board.

F. Emergency Leave

Death in the immediate family -- A teacher shall be granted up to five (5) days leave in case of death in the immediate family. Immediate family shall include husband, wife, children, parents-in-law or parents, grandparents and siblings. Absence to attend a funeral of any other near relative or friend, or additional time for travel or other emergency factors may be granted with the approval of the Superintendent. Days taken under this section are deductible from the teacher's sick leave.

Illness in the immediate family -- in the event of serious or critical illness in the immediate family (as defined above) which require the presence of the teacher, a reasonable amount of lost time shall be allowed without loss of pay (but, deductible from sick leave).

G. Professional Leave

1. 1. The Board may grant up to one (1) year unpaid leave for professional improvement.

The Board may grant one (1) year unpaid leave of absence for work in an Educational setting/Education Pilot Program.

2. Professional improvement is defined as full time study (twelve semester hours or more) at an accredited college or university, or extended national or world travel.
3. A leave of absence may be requested if the teacher has been in the system at least five (5) years.
4. All salary and fringe benefits shall be frozen while on leave. No benefits are paid by the Board while the teacher is on leave. Upon return, the teacher will be paid the same salary which he/she was being paid before the leave began. A teacher on leave of absence may continue membership in group health insurance programs, provided the reimbursement is made to the Board for the total premium.
5. The Board of Education reserves the right to approve or disapprove all leaves of absence. All requests will be in writing.
6. Subject to Board policy regarding assignment, reinstatement shall be to the teacher's former position or a position for which the teacher is certified and qualified.
7. Seniority shall apply in the approval of leaves of absence, the only exception being the receipt of scholarships, which are available only during specified periods, in which case said scholarships are to be given precedence over seniority.

H. General Leave of Absence

1. The Board may grant up to one (1) year unpaid leave of absence for general reasons.
2. A leave of absence may be requested if the teacher has been in the system at least five (5) years.

3. All salary and fringe benefits shall be frozen while on leave. No benefits are paid by the school while the teacher is on leave. Upon return, the teacher will be paid the same salary which he/she was being paid before the leave began. A teacher on leave of absence may continue membership in group health insurance programs, provided the reimbursement is made to the Board for the total premium.
4. The Board reserves the right to approve or disapprove all leaves of absence. All requests will be in writing.

I. Policies Governing Leave

1. After each absence it will be necessary to file a report to the office of the Superintendent before pay for leave can be made.
2. A statement of sick leave and personal leave account shall be presented to each teacher annually by the Superintendent via the Employee Access Center (EAC).
3. Absence for emergency leave shall be deducted from accumulated sick leave.
4. In the event that the Administration has reasonable belief that the sick leave privilege is being abused, the Superintendent will request a meeting with the Clinton Education Association President or his designee and the teacher concerned to discuss the problem.

In case of teacher illness or disability, the Board may require a teacher to provide written verification of illness or disability and the Board reserves the right to require a teacher to submit to a physical or mental examination by a physician or psychiatrist selected by the Board to determine the teacher's fitness.

5. A teacher who is on medical leave must keep the Administration informed on his/her medical progress (condition) and inform the Board of an anticipated date to return to work. Medical verification should be available.

6. Teachers shall be informed of a local telephone number they may call before 6:15 a.m. It is imperative that the teacher inform the Board of absence and the reason for the absence as soon as possible, but not later than 6:15 a.m. with the exception of an emergency situation. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.
7. Sick leave pay will only be paid for work days missed during the actual effectiveness of the individual teacher Contract. Sick days or personal days shall not be deducted in the event of school closing due to inclement weather, with the exception of extended leave.

J. Conferences

Teacher conferences may be approved by the Administration. They will be allocated to teachers impartially and on the basis of teacher need.

K. Jury Duty

A teacher called for jury duty shall notify the building principal as soon as possible. A teacher who serves on jury duty shall be paid at the regular daily rate for each day that the teacher is required to be absent because of jury duty. However, any compensation (excluding mileage and meals) received by the teacher for jury duty shall be remitted by the teacher to the school District. On any day that a teacher's jury duty obligations cease prior to 1:00 p.m., the teacher shall immediately report to his/her regular teaching assignment.

ARTICLE XIV: TERMS OF THE AGREEMENT

- A. It is hereby agreed that the terms of this Agreement shall be effective upon ratification; and shall remain in effect through June 30, 2015. In the spring of 2013 the Contract shall be re-opened for the purpose of bargaining the Calendar. In the spring of 2014 the Contract shall be re-opened for the purpose of bargaining Salary, Insurance, and Calendar issues only.
- B. Individual teacher Contracts hereinafter executed shall be expressly made subject to and consistent with the terms of this Agreement and Board policy. This shall include teachers hired to replace a teacher on leave, provided the leave is of 150 days or more in duration during a school year.
- C. Individual teacher's Contracts of employment terminate for those people who are laid off.
- D. Any teacher who is laid off and/or collects unemployment compensation during the summer recess and is recalled to employment by October 1 of the following year shall have one-hundred (100%) of the unemployment compensation received counted as part of the employee's salary for the ensuing school year so that the salary paid during the school year is reduced by one-hundred (100%) of the amount of unemployment compensation paid for the period between the last day of school and the first day of the following school year. Therefore, a teacher who is laid off in the spring, collect unemployment in the summer, and then is called back in the fall, must pay the unemployment compensation to the school district. There is no "double-dipping".

ARTICLE XV: PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are referenced in Appendix I.
- B. Credit for teaching experience outside the school system shall be determined by the Board of Education.
- C. The pay scale for extra work assignments for certified personnel shall be established at percentages based on the scale in Appendix II.
- D. Summer Work

The guidance counselor(s) shall be paid at their regular rates for the number of days they work in addition to the school year. The Certified School Library Media Specialist will be under the same condition as the guidance counselors. Additional work days shall be determined by the Superintendent.

Teachers of the following summer programs, tutorial, computer, and elementary remedial programs, shall be paid at the rate eighteen dollars (\$18.00) per hour for the duration of this Agreement.

Teachers who volunteer and are approved to cover lunch duty (during their lunch period) shall be paid ten (\$10.00) dollars.

- E. In a situation where a substitute teacher cannot reasonably be obtained and after volunteers have been sought, a classroom teacher shall serve as a substitute teacher during the teacher's conference period, upon request of the building principal. Teachers in this involuntary situation shall be rotated in assignment. A teacher substituting during his/her conference period shall be paid at the rate of \$17.50 per period. Any calls from a teacher after 7:30 a.m. will result in the Board following this procedure.
- F. Salary will be spread over twenty-six (26) equal pays, payable over a twelve (12) month period.

Teachers are to complete and submit the proper Board provided form to the payroll office no later than the end of the in-service day preceding the first day of school for students.

Payroll deductions shall be made in twenty-six (26) equal installments. Payroll deductions shall include: Association dues, United Fund, tax-sheltered annuities, Credit Union or any other deductions which are authorized in writing by the

teacher and approved by the Board in advance. Transmittals shall be made on each payroll date. The Board shall limit the number to tax deferred annuities to the companies presently being used: Consolidated Financial (Great American), Gleaner, Hantz, M3 Investment Services (Legend Equities Corporation), Paradigm-Prudential, Valic. Once a tax sheltered annuity company is eliminated, it shall not be added. Notwithstanding any past practice to the contrary, Political Action Contributions (PACs) shall not be payroll deducted unless legally permissible.

- G. Separation pay at the rate of \$30.00 per day for all unused sick leave to become effective after a teacher has been in the system five (5) years and a minimum of ten (10) days of unused sick leave, will be paid into a Board designated 403-B special pay plan upon leaving the system. Individuals you have been in the system for at least five (5) years and with less than ten (10) days of unused sick leave will be paid \$30.00 per day in their final pay.
- H. The Board agrees to support a teacher's acquisition of additional course work after earning a BA degree which leads to continued certification (BA + 18 credit hours.) A teacher who enrolls with prior approval of the Superintendent in a course related to her/his instructional responsibilities shall have tuition reimbursed according to the following: a. One-half (1/2) of the tuition costs to be paid upon successful completion of each approved course. b. the remaining one-half (1/2) of the tuition costs to be paid upon successful completion of the approved classes and the teacher's acquisition of continued certification. c. Reimbursement of the tuition payments shall be limited to nine (9) credit hours per year (July 1 to June 30) and limited to \$150.00 per credit hour. No tuition reimbursement will be made for weekend, online, or video classes without specific prior approval of the Superintendent.
- I. All salary payments shall be distributed through electronic direct deposits to a financial institution of the employee's choice. One salary payment for each pay period will be transmitted at no charge. Any split payments or additional transactions will be allowed but will result in a \$1.00 (one dollar) fee per transaction. All charges will be automatically deducted from the employees' pay. Payroll and leave information are available on the Employee Access Center (EAC) therefore no hard copies will be distributed.

ARTICLE XVI: CALENDAR

- A. Both parties agree that to the extent they are required by law, they shall negotiate the school calendar. The school calendar shall be set forth in Appendix IV.
- B. The school calendar shall be coordinated with the Lenawee Intermediate School calendar.
- C. The school calendar consist of the following for each year:

<u>Year</u>	Instructional <u>Days</u>	<u>Professional</u> <u>Development</u>	Records	Staff	<u>Total</u>
		<u>Full Days</u>	<u>Days</u>	<u>Day</u>	
2012-2013	177	5	1	1	184
2013-2014	177	5	1	1	184
2014-2015	177	5	1	1	184

The total annual salary of each member of this Association is based on an annual Contract consisting of the total workdays specified above.

If the agreed upon school year is required to be extended or there is a modification in the agreed on school calendar because of Act 10, Section 101, Items 2 or 3, of the State School Aid Act (Act of God Days), any Association member required to work on a day or days not specified on the official school calendar in this Agreement shall do so with no additional compensation. Teachers will not be required to report and shall receive their regular pay for scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, or health conditions as defined by county and/or state health authorities.

- D. In the event school is closed because of conditions not within the control of school authorities and teachers are not required to report, teachers will make up all days except the first two days. Days beyond two will be added to the end of the school year without additional compensation.

ARTICLE XVII: MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed statement to this Agreement.
- B. This Agreement shall supersede any rules, resolutions, regulations, or practices of the Board, which shall be contrary to or inconsistent with this Agreement. The provision of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of this Agreement or an application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be emailed to all members and placed on the district website.
- E. An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Governmental and School District Fiscal Accountability Act, 2011 Public Act 4.

ARTICLE XVIII: INSURANCE PROTECTION

- A. The Board shall provide to the teacher one the following insurance Paks for a full twelve (12) month period, beginning July 1 through June 30 for the teacher and his/her eligible dependents:

PAK A

Medical	Choices II
IN Deductible	\$300/\$600
Out of Network	\$600/\$1200
OV/UC/ER Co-pay	\$10/\$25/\$50
RX Co-pay	Saver RX
Long Term Disability	66 ² / ₃ (sixty-six and two-thirds) 60 calendar day modified fill \$4,000 MAX
Dental	90/90/90 Annual Maximum \$1,500
Negotiated Life	\$45,000 AD & D
Vision	VSP - 3

OR

PAK B - for employees not needing health insurance

Long Term Disability	66 ² / ₃ (sixty-six and two-thirds) 60 calendar day modified fill \$2,500 MAX
Dental	90/90/90 Annual Maximum \$1,000
Negotiated Life	\$50,000 AD & D
Vision	VSP - 3

OR

PAK C

Medical	HSA ABC Plan 1
In Network deductible	\$1,250/\$2,500
Out of Network	\$2,500/\$5,000
OV/UC/ER Co-pay	\$0/\$0/\$0 (after deductible has been met)
RX Co-pay	ABC Rx
Long Term Disability	66 ² / ₃ % 60 Calendar day modified fill \$4,000 MAX
Dental	90/90/90 Annual Max \$1,500
Negotiated Life	\$45,000 AD & D
Vision	VSP - 3

Each bargaining unit member must elect to be covered by either *PAK A*, *PAK B*, or *PAK C* as specified above.

- Effective July 1, 2012, the Board of Education shall not be obligated to pay more than the “hard cap” amounts established pursuant to Public Act 152 of 2011 for medical/health insurance coverage only (not including LTD, Dental, Negotiated Life and Vision toward which the employee will pay 15% of the premium) which are currently:

Full family

\$15,000 annually (\$1,250 monthly)

Two-Person

\$11,000 annually (\$916.67 monthly)

Single Person

\$5,500 annually (\$458.33 monthly)

- Any amount over the “hard cap” amount per month will be automatically deducted from the employee’s pay. The employee’s contribution will be spread over 24 pays as equally as feasible.
 - The Board’s payment toward insurance for part time employees will be pro-rated and the employee’s portion will be automatically payroll deducted.
- B. Teachers selecting Plan B (in lieu of health care) shall be given a three-hundred (\$300.00) dollar monthly stipend.
- C. Payroll deductions shall be available for all MESSA programs.
- D. Should the employer become obligated by state or federal law to contribute to or participate in a governmentally sponsored insurance program or provide different health insurance, or pay more toward health insurance for full or part-time employees, the parties will meet to negotiate over the impact of such changes.

Article XIX: Employee Purchase or Re-Payment of Retirement Service Credit

- A. The Internal Revenue Service (IRS) and the Michigan Public School Employees Retirement System (MPSERS) permits employees, through pre-tax payroll deduction procedures, to: (1) Redeposit contributions previously withdrawn by the MPSERS member (plus interest) and, when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) Purchase permissive service credit (such as Universal Buy-In credit, maternity/paternity/child care, non-public school teaching, military active duty, and sabbatical leave of absence). FICA taxes are, however, due on these pre-tax employee payroll deductions.
- B. It is expressly understood that employees do not have the option of choosing to receive the authorized amounts deducted for the above-referenced purpose(s) directly, in lieu of having them transmitted to MPSERS by the Board.

Depending on Student Numbers (1130) either this

or

Appendix Ia will be used

Clinton Community Schools
Teacher Salary Schedule
2009-10
(1% Included)

	BA	BA + 18 Professional Certificate	MA or BA + 30	MA+15	Specialist or MA + 30
0	35,196.65	36,956.95	38,363.40	39,244.98	40,123.66
1	36,868.50	38,712.40	40,185.65	41,109.13	42,029.53
2	38,619.75	40,551.23	42,094.48	43,061.81	44,025.93
3	40,454.19	42,477.43	44,093.94	45,107.24	46,117.16
4	42,375.76	44,495.09	46,188.42	47,249.84	48,307.75
5	44,388.61	46,608.60	48,382.35	49,494.21	50,602.36
6	46,497.06	48,822.52	50,680.53	51,845.18	53,005.97
7	48,705.65	51,141.59	53,087.85	54,307.83	55,523.76
8	51,019.18	53,570.83	55,609.54	56,887.45	58,161.12
9	53,442.59	56,115.43	58,250.98	59,589.61	60,923.78
10	56,535.38	59,362.89	61,622.04	63,038.12	64,449.52

Appendix Ia

Clinton Community Schools Teacher Compensation Schedule 2012-2013 1.5% Included

	BA	BA+18 Professional Certificate	MA or BA+30	MA+15	Specialist or MA+30
0 C	\$32,000.00	\$33,600.00	\$35,280.00	\$37,044.00	\$38,803.59
0 B	\$33,520.00	\$35,196.00	\$36,955.80	\$38,803.59	\$40,646.76
0	\$35,724.60	\$37,511.30	\$38,938.85	\$39,833.65	\$40,725.51
1	\$37,421.53	\$39,293.09	\$40,788.43	\$41,725.77	\$42,659.97
2	\$39,199.05	\$41,159.50	\$42,725.90	\$43,707.74	\$44,686.32
3	\$41,061.00	\$43,114.59	\$44,755.35	\$45,783.85	\$46,808.92
4	\$43,011.40	\$45,162.52	\$46,881.25	\$47,958.59	\$49,032.37
5	\$45,054.44	\$47,307.73	\$49,108.09	\$50,236.62	\$51,361.40
6	\$47,194.52	\$49,554.86	\$51,440.74	\$52,622.86	\$53,801.06
7	\$49,436.23	\$51,908.71	\$53,884.17	\$55,122.45	\$56,356.62
8	\$51,784.47	\$54,374.39	\$56,443.68	\$57,740.76	\$59,033.54
9	\$54,244.23	\$56,957.16	\$59,124.74	\$60,483.45	\$61,837.64
10	\$57,383.41	\$60,253.33	\$62,546.37	\$63,983.69	\$65,416.26
11-15	\$58,083.41	\$60,953.33	\$63,246.37	\$64,683.69	\$66,116.26
16-20	\$58,783.41	\$61,653.33	\$63,946.37	\$65,383.69	\$66,816.26
21-25	\$59,533.41	\$62,403.33	\$64,696.37	\$66,133.69	\$67,566.26
26-30	\$60,283.41	\$63,153.33	\$65,446.37	\$66,883.69	\$68,316.26
31-35	\$61,033.41	\$63,903.33	\$66,196.37	\$67,633.69	\$69,066.26
36-40	\$61,783.41	\$64,653.33	\$66,946.37	\$68,383.69	\$69,816.26
41-45	\$62,533.41	\$65,403.33	\$67,696.37	\$69,133.69	\$70,566.26

Appendix Ib
Clinton Community Schools
Teacher Pay
2012-2013

The compensation for any teacher newly hired for the 2012-2013 school year will be determined by the Board in its discretion at not less than a minimum of \$32,000.

For the 2012-2013 school year the compensation will be as follows:

- ✓ Should the fall student count be 1110 or greater – individuals who qualify for a longevity increase this year will receive that increase (based on the 2009-2010 Salary Schedule).
- ✓ Should the fall student count be 1125 or greater - individuals who qualify for step increases will receive that increase (based on the 2009-2010 Salary Schedule).
- ✓ Should the fall student count be 1130 or greater the compensation for all returning teachers will be calculated based on Appendix Ia.

APPENDIX Ic

Community Schools

Performance-Based Compensation Schedule

2013-2014

The amount of any additional compensation or reduction of compensation (for the following school year) for each individual teacher will be determined by the Board annually near or after the conclusion of each school year based on the teacher's performance effectiveness pursuant to Board policy regarding performance-based compensation.

Base Compensation is defined as either:

- ✓ The salary the educator received during the 2012-2013 school year
- or**
- ✓ The Revised Educator Performance-Based Compensation

Compensation Cap

BA/BS	\$63,000
BA/BS + 18	\$65,000
BA/BS + 30	\$67,000
Masters	\$67,000
Masters + 18	\$69,000
Masters + 30	\$71,000
Specialist	\$71,000

Individuals who have reached the district compensation cap and receive an overall performance rating of "effective" or "highly effective" shall be eligible for additional performance-based compensation the following school year. However, that additional performance-based compensation shall not be accumulated (become a part of the 'individual educator performance-based compensation').

Calculating Educator Performance-Based Compensation

The Clinton Community Schools Board of Education will determine the total amount of money to be allocated to "Individual Educator Performance-Based Compensation"

Educators with a Summative score between 155-169 will be "1X"

Educators with a Summative score between 170-184 will be "2X"

Educators with a Summative score between 185-200 will be "3X"

Revised Individual Educator Performance-Based Compensation

Individual Educator Performance “Base Compensation” – the compensation the employee received during the 2012-2013 school year.

- Any change in an individual’s performance “base compensation” for the 2013-2014 school year (or years to follow) will be determined by the summative score of the individual and will become the new “base compensation” for him/her.
- A teacher who receives an ‘effective’ or ‘highly effective’ rating for two years in a row will use the greater of the two performance-based amounts to serve as his/her new individual educator performance “base compensation”.
- A teacher who receives an ‘effective’ or ‘highly effective’ rating for three years in a row will use the greatest of the three performance-based amounts to serve as his/her new individual educator performance “base compensation”.
- A teacher who receives an ‘effective’ or ‘highly effective’ rating for four years in a row will use the greatest of the four performance-based compensation amounts to serve as his/her new individual educator performance “base compensation”.
- A teacher who receive a ‘minimally effective’ or ‘ineffective’ Summative rating for two consecutive years will have the most recent employee performance-based compensation amount received deducted from his/her individual educator performance “base compensation”.

APPENDIX II

Community Schools Extra Work Pay Schedule

Great Books	1%
Play Director	4%
Musicals	4%
Marching Band	10%
Middle School Game Manager	8%
National Honor Society	1%
Safety Patrol	2%
Science Olympiad	1% per grade level
Spanish Club Advisor	2%
School Improvement Chairperson	4%
Student Council Advisor	
High School	4%
Middle School	2%
Elementary School	1%
12 th Grade Advisor	2%
11 th Grade Advisor	2%
10 th Grade Advisor	.5%
9 th Grade Advisor	.5%
Yearbook	
High School	7% (1% if offered as a Class)
Middle School	3% (1% if offered as a Class)
Cheerleading – Competitive Cheer Advisor 7%	
Baseball	
Head Coach	10%
J.V. Coach	6%
Basketball - Boys	
Head Coach	12%
J.V. Coach	8%
9th Grade Coach	7%
8th Grade Coach	6%
7th Grade Coach	6%

Basketball - Girls

Head Coach	12%
J.V. Coach	8%
9th Grade Coach	7%
8th Grade Coach	6%
7th Grade Coach	6%

The pay scale for extra work assignments for certified personnel shall be established at the percentages indicated based on the following scale.

Cross Country

Head Coach	10%
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	BA
0	\$35,196.65
1	\$36,868.50
2	\$38,619.75
3	\$40,454.19
4	\$42,375.76
5	\$44,388.61
6	\$46,497.06
7	\$48,705.65
8	\$51,019.18
9	\$53,442.59
10	\$56,535.38

Football

Head Coach	12%
Asst. Coach	9%
J.V. Coach	8%
M.S. Coach	7%

Golf

Head Coach	8%
J.V. Coach	6%

Soccer - Boys and Girls

Head Coach	10%
J.V. Coach	6%
Asst. Coach	5%

Softball

Head Coach	10%
J.V. Coach	6%

Track - Boys and Girls

Head Coach	11%
Asst. Coach	7%
M.S. Coach	7%

Volleyball

Head Coach	10%
J.V. Coach	6%
9 th Grade Coach	6%
8th Grade Coach	5%
7th Grade Coach	5%

Wrestling

Head Coach	12%
Asst. Coach	6%
M.S. Coach	6%

APPENDIX III

	<u>Elementary School</u>	<u>Middle School</u>	<u>High School</u>
Teachers Report	7:40 a.m.	7:40 a.m.	7:40 a.m.
Students Arrive	7:45 a.m.	7:45 a.m.	7:45 a.m.
Class Begins	8:00 a.m.	8:00 a.m.	7:50 a.m.
Student Dismissal	3:07 p.m.	2:59 p.m.	2:49 p.m.
Teacher Day Ends	3:10 p.m.	3:10 p.m.	3:10 p.m.

The above schedule applies on normal full student days but would be adjusted on delayed start days for Professional Development or due to weather, parent-teacher conference days, exam days, etc.

Appendix IV – 2012-2013

CLINTON COMMUNITY SCHOOLS 2012-2013 Calendar

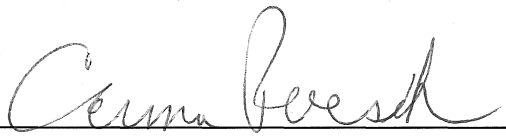
July-12 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							August-12 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							September-12 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30						
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Start of School/ Semester/Last Day Vacation Days/No School PTC/District 1/2 Day ALL Bldgs. School Bd. Mtgs.							Staff Prof. Dev./No Students Staff Work Day/No Students 1/2 Day Elementary Only/Conferences 1/2 Day High School Only/Exams 1/2 Day All Buildings/HS Exams							Tuesday, 9/4/12 Tuesday, 6/11/13 Tuesday, 8/28/12 Wednesday, 6/12/13 Student Days Teacher Days First Student Day Last Student Day First Teacher Day Last Teacher Day 177 184						

3/7/2012

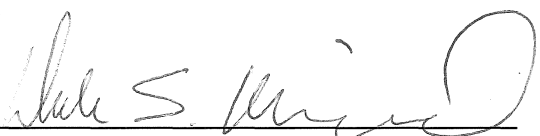
The signatures on this page have been made after ratification by both the Board of Education and the Clinton Education Association.

HLCEA, CLINTON EDUCATION
ASSOCIATION, MEA/NEA

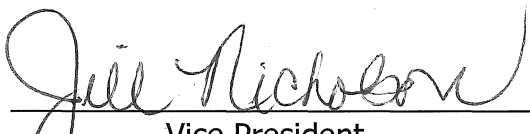
CLINTON COMMUNITY SCHOOLS
BOARD OF EDUCATION



President



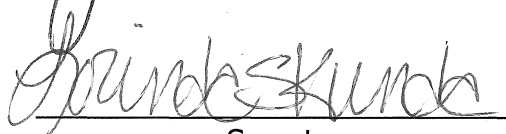
President



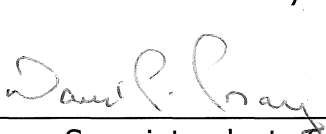
Vice President



Secretary



Secretary



Superintendent of Schools

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AGREEMENT

between

The Clinton Community Schools

Board of Education

and

The Clinton Education Association

07/01/2012 -06/30/2015