

COLLECTIVE BARGAINING AGREEMENT

between

MEA-NEA LOCAL 1

and

**THE MOUNT CLEMENS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Mount Clemens Community School District

July 1, 2016 - June 30, 2020

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AGREEMENT
between
MEA-NEA LOCAL 1
and
THE MOUNT CLEMENS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION

The MEA-NEA Local 1 (the "Association") and its local designee the Mount Clemens Education Association, MEA-NEA, pursuant to the Michigan Public Employment Relations Act, as amended, and the Board of Education of the Mount Clemens Community School District (the "Board"), agree that the welfare of the children of the District is paramount in the operation of the District and will be diligently promoted; that the good morale of the teaching staff is necessary to the greatest welfare of the children; and that members of the teaching profession should assist in the formulation of policies and programs designed to improve educational standards. To promote these objectives, the parties agree as follows:

SECTION 1 -- RECOGNITION

- A. The Board recognizes the Association (MEA-NEA Local 1) as the exclusive and sole negotiations representative for all personnel certified and/or approved by the Michigan State Board of Education under contract or on leave, employed by the Board, excluding those positions listed in Appendix C. of this Agreement, as provided and limited by the provisions of the Michigan Public Employment Relations Act. The term "Association" when used in this Agreement shall refer to MEA-NEA Local 1, and its local designee the Mount Clemens Education Association, MEA-NEA through its president and other official representatives.
- B. The Board shall not negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. The term "teacher" when used in this Agreement, refers to all employees represented by the Association in the bargaining unit as above defined.
- D. The term "professional staff employee" when used in this Agreement refers to a bargaining unit employee whose employment is not regulated by the Michigan Teachers' Tenure Act.
- E. The term "principal" refers to either the building principal or building administrator.
- F. To the extent required by law, if the Mount Clemens Community School District should consolidate, merge with, or be annexed by any other school district, this Agreement shall be binding upon the employer's successor, assignees, or transferees, whether such successor, assignment, or transfer be effectuated voluntarily or by operation of law.

SECTION 2 -- BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. Both parties recognize that due to limitations which apply, and for sound business practices in the operation of the District, the Board has the responsibility of limiting expenditures to reasonably anticipated revenues.
- B. The Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan including, but without limiting the generality of the foregoing, the right to:
 - 1. The executive management and administrative control of the District and its properties and facilities, and the activities of its employees for the execution of their professional duties and responsibilities.
 - 2. Hire all employees, and, subject to the provisions of the law and this Agreement, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
 - 3. Establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
 - 4. Determine the appropriate means and methods of instruction giving due consideration to the individuality of students and teachers, the selection of textbooks and other teacher materials, and the use of teaching aids of every kind and nature.
 - 5. Determine class schedules, non-teaching activities, the hours of instruction, and the respective duties, responsibilities, and assignments of teachers, and the terms and conditions of employment. Mandatory bargaining subjects shall remain subject to bargaining unless specifically and expressly waived by this Agreement.
- C. The Board will vigorously pursue a policy of recruiting and hiring minority educators for vacancies which may occur within the bargaining unit. The Association will assist in the development of viable recruitment procedures, including the use of MEA resources, upon Board request.

SECTION 3 -- ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board, as the duly-elected body exercising governmental powers under Michigan laws will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the Act or other Michigan laws or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher as to wages, hours, or other terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint, or proceeding under this

Agreement or otherwise as to any terms or conditions of employment.

- B. The Association and its members shall, upon proper application and/or approval, be permitted to hold meetings in school facilities. Such use shall be free of charge, provided no additional custodial service cost is involved for the District. The Association agrees that all of its Association activities will be conducted so as not to interfere with regular classroom teaching duties and their related obligations.
- C. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- D. A bulletin board for the Association's exclusive use shall be provided near the teachers' mailboxes, or in a location mutually agreed upon, in each school building. All notices shall be posted in an orderly manner and only with the approval of the Association's chief building representative, or designee, and shall be limited to the official affairs of the Association. Posting of any Association materials shall be limited to said bulletin board.
- E. The Association shall have the right to use, on the school premises, equipment, such as and including, computers, copy machines and other duplicating equipment, calculators, and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use provided prior approval is obtained from the building principal or designee. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for the cost of any repair which may result from any damage to the equipment through such use. The Band Director will be assigned coded keys for buildings and doors for which the employee's job responsibilities require access, on condition that that key(s) not be loaned or given to any other person under any circumstances whatsoever, and not be used inconsistently with the District's building access policy.
- F. The Association, through its official representatives, may use the District mail service and teacher mailboxes for official communications to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.
- G. Duly-authorized officials of the Association shall be permitted to transact official Association business on District property, provided that this business shall not interfere with or interrupt normal school operations.
- H. The Board will advise the local Association when there will be consideration at their meetings of major revisions to Board educational policy.
- I. Teachers shall be entitled to full rights of citizenship and no political or religious activities, or lack thereof, shall be grounds for any discrimination as to the professional employment of such teachers. However, no teacher shall use instructional privileges for private gain, or to promote personal, political, or religious activities. The personal and

private life of any teacher is not within the appropriate concern or attention of the Board, except if it is a detriment to the performance of the teacher's assignment.

J. This Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, religion, color, national origin, age, sex, marital status, or disability.

1. The Association President shall be provided with up to three (3) hours released time daily to conduct Association business. The Board shall continue to provide all other benefits. The Board agrees to pay for the two (2) hours of release time daily for the Association President. The Association shall reimburse the Board for one (1) hour of daily salary of the President only if the third hour of release time is used. This release time will afford the Association President the opportunity to meet regularly with administration to discuss pertinent school issues and or manage Association business. The Association agrees not to abuse this privilege. Consistent with Section 71(5) of the Michigan Public School Employees Retirement Act, the Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.
2. The Board agrees to release Association members, without loss of time or pay, for official Association business. A maximum of forty (40) days can be used in this manner by the Association. Of those forty (40) days, the first thirty-five (35)-shall be granted automatically, provided that the Association gives the Superintendent three (3) school days' notice of absence. The remaining five (5) days will be granted subject to prior approval by the Superintendent. At no time will more than three (3) people be absent for Association business without the Superintendent's prior approval. All Association representatives entering a building during the instructional day shall first sign in at the building office.

Except for retirement costs, the Board will meet all costs of the first twenty (20) days' absences for Association leave. The Association will pay the substitute costs for all additional days for Association leave. Consistent with Section 71(5) of the Michigan Public School Employees Retirement Act, the Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.

- K.
1. The Association President shall be provided with up to three (3) hours released time daily to conduct Association business. The Board shall continue to provide all other benefits. The Board agrees to pay for the two (2) hours of release time daily for the Association President. The Association shall reimburse the Board for one (1) hour of daily salary of the President only if the third hour of release time is used. This release time will afford the Association President the opportunity to meet regularly with administration to discuss pertinent school issues and or manage Association business. The Association agrees not to abuse this privilege. Consistent with Section 71(5) of the Michigan Public School Employees Retirement Act, the Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.
 2. Except for retirement costs, the Board will meet all costs of the first twenty (20) days'

absences. The Association will pay the substitute costs for all additional days. Consistent with Section 71(5) of the Michigan Public School Employees Retirement Act, the Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.

- L. If a District-wide full-day program without students is held, the Association, upon notice to the Superintendent, may use the first hour of that day for Association business meetings.

- M. 1. Each teacher shall have the right to review the contents of his/her personnel record(s). An Association representative may accompany the teacher at this review. All such reviews shall be made in the presence of the Superintendent or designee.

Confidential credentials from universities and professional letters of recommendation that were written before the Family Educational Rights and Privacy Act (1974) are specifically exempt from such review. The teacher can review those written after the Act unless s/he has waived his/her rights concerning those documents.

- 2. Before placement of any written document in the personnel record(s), a teacher and his/her Association representative, upon request, may have a conference with the appropriate administrator. No material is to be placed in such record without the prior knowledge of the teacher.
- 3. Each teacher shall receive a copy of any written document to be placed in the personnel record(s) and may reply in writing to any addition to his/her personnel record(s). The teacher's reply will be stapled to the item placed in the personnel record(s).
- 4. Personnel records are subject to Michigan law, including the Freedom of Information Act (FOIA).

Upon receipt of any FOIA request for information about a bargaining unit employee's personnel file, the Superintendent or designee will immediately send a copy of said request to the involved teacher and the Association President. The teacher and/or Association President shall notify the Superintendent within three (3) business days of receipt of said notice, regardless of whether the disclosure of the requested information is objected to by the teacher or the Association. If the involved teacher or the Association objects to disclosure and that objection is consistent with the statute, the Superintendent or designee shall apply for the ten (10) day extension (if permissible within the rationale in the statute for said extension) for release of the requested information allowed under FOIA. If the Superintendent or designee deems it necessary to disburse said information at the end of the 10-day extension pursuant to FOIA, it shall do so unless the teacher or Association procures a proper court order restraining the District from disbursing said information.

- N. The Board recognizes the representational rights for all bargaining unit employees under Michigan and federal law.
- O. A professional staff employee shall have the right to have an Association official present

when s/he may be subject to any discipline. The administrator will provide the Association and the professional staff employee with an opportunity for a meeting before any disciplinary action is taken. The professional staff employee and an Association representative will be given advance notification of the meeting.

- P. No professional staff employee shall be disciplined (including verbal or written warnings and reprimands, suspensions, reductions in rank or compensation, discharges, or other action of a disciplinary nature) or deprived of a professional advantage without just cause and due process. Any such discipline shall be subject to the grievance procedure of this contract, including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the professional staff employee and the Association in writing.
- Q. Any professional staff employee called before the Board on a charge shall have a due process hearing. The professional staff employee and the Association shall have the right to representation to plead the employee's case; the professional staff employee shall be informed of this right. Any evidence not previously recorded in the professional staff employee's personnel record(s) before any notification of the demotion, suspension, or involuntary change in employment status shall not be used by the Board or its agent as a basis for its action.
- R. Any professional staff employee who is given a written reprimand which is to be placed in his/her record(s) shall have the right to appeal that decision to the Superintendent. A professional staff employee shall have the right to write a rebuttal, which shall be stapled to the written reprimand and placed in his/her record(s).
- S. Any written record of a disciplinary measure which is kept in either the building administrator's or the central office file shall be followed up within a period not to exceed thirty (30) days by an administrator's report of the action the professional staff employee has taken to correct the problem for which s/he has been disciplined.
- T. For professional staff employees only, all materials of a negative nature, except transcripts, letters of recommendation and evaluations, shall be expunged from the personnel record(s) after four (4) years, except for material which is substantiated unprofessional conduct under Section 1230b(6) of the Revised School Code. MCL 380.1230b(6). Evaluations shall be expunged after ten (10) years upon the request of the individual professional staff employee.
- U. The Board shall not participate in any form of multi-district pre-kindergarten through grade 12 consortiums to delegate, transfer, or receive services or functions of the kind and nature currently being provided by the employees of the Association's bargaining unit. No Mount Clemens professional staff employee will be displaced and/or laid off due to Mount Clemens students transferring to classes offered by other member districts of that consortium. Mount Clemens shall be the employer of record for all Mount Clemens teachers.

SECTION 4 -- ASSOCIATION AND TEACHER RESPONSIBILITIES

- A. The Board and the Association pledge themselves to seek to provide full equality of educational opportunity to all students.

- B. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not instigate, participate in, encourage, or support any strike, as defined by the Michigan Public Employment Relations Act, as amended, against the Board by a teacher or group of teachers.
- C. The improvement of instruction, and the development and revision of the school program are a joint responsibility of teachers and administrators. Both parties will, therefore, lend their full support to the successful operation of all regularly-scheduled professional meetings designed for these purposes.
- D. Attendance at and participation in school parent and/or student activities, within the teacher's building, which do not require preparation time beyond the normal school day is considered by both parties to be a normal responsibility for all teachers. Such responsibility shall not extend beyond attendance and participation, in a professional capacity, at more than two (2) such activities per semester, as coordinated and scheduled by the building principal at the beginning of each semester. Attendance at fewer than two (2) such activities per semester shall be reflected in the employee's annual year-end performance evaluation. A teacher who gives advance notice to his/her building administrator shall be excused for reasonable cause from attendance at a student activity; the principal may reschedule such a teacher for another activity.
- E. The successful operation of the schools includes responsibilities which extend beyond the standard teaching duties. Teachers may, therefore, rightfully be expected to assume their fair share of such responsibilities which fall within the normal hours of service.
- F. The Association recognizes that abuses such as chronic tardiness and absences reflect adversely upon the teaching profession and create an undesirable condition in school buildings. The Association will use their best efforts to discourage breaches of professional behavior by any bargaining unit employee.
- G.
 - 1. Maintaining student discipline shall be the responsibility of all certified personnel. To this end, the procedures set forth in the District's official discipline policy shall be observed.
 - 2. When a behavior problem exists in a classroom, the teacher will discuss with the student the specifics of that problem. If the problem persists after the student/teacher conference, the teacher must arrange for a parent/teacher conference and notify the principal in writing. Should the behavior problem continue after the parent/teacher conference, the teacher is to seek assistance from the principal.
 - 3. If the behavior problem is disruptive of the classroom, the student may be sent or taken to the appropriate administrative office. The student shall not be returned to the class until after consultation by the principal with the teacher. Written information about the disruptive behavior is to be sent to the administrator by the end of the school day. Within two (2) days of the student's return to the classroom, the teacher

will receive, in writing, the administrator's disposition of the situation with direction or information about further action by the teacher and/or administrator.

4. Students removed from any classroom for disciplinary reasons will not be sent by the building principal to any other teacher's room, not including counselors, without the receiving teacher's consent.
- H. Teachers shall be expected to exercise care as to the safety of students and property as required by law.
- I. Individual building School Improvement Team(s) (SIT), will be established to develop, maintain, and update a school improvement plan(s) that improve(s) student achievement, in compliance with best practices and state and federal regulations. The SIT shall be subject to the following provisions:
1. The SIT shall have no authority to alter, amend, modify, or change in any way wages, hours, terms, or conditions of employment established under this Agreement.
 2. The SIT shall have the authority to review and recommend in a timely manner, changes in the means and methods of delivery of instruction, programming, and curriculum within the building, including the review of any assessments not specifically required by law, as well as textbooks, selection of instructional materials, building-level professional development, and any curriculum changes related to any school improvement plans. A four (4) member subcommittee of the SIT shall be established, as needed, to review the "highly qualified" status of teachers using portfolio standards of Michigan's High Objective Uniform Standard of Evaluation. The subcommittee shall use a review process meeting State requirements. Two (2) members shall be appointed by the Association President, and two (2) members shall be appointed by the building principal.

SIT recommendations on curriculum and selection of instructional materials will be reviewed by the Curriculum Council.
 3. Participation in SIT activities shall be strictly voluntary with all time spent engaged in such activities being compensated, in accordance with Schedule B-1.
 4. At the end of one (1) year, either party may request additional discussions concerning the operations or activities of the SIT or Curriculum Council.
- J. Teachers will make a reasonable daily effort to check and respond to messages on their District email during normal work hours.
- K. On student exam days without scheduled professional development or professional learning community (PLC) time, teachers may complete their grades and records away from the work station and at an appropriate setting, provided that grades are submitted by the deadline for report card disbursement.

- L. On scheduled records days, teachers may complete their grades and records away from the work station and at an appropriate setting, provided that grades are submitted by the deadline for report card disbursement.

SECTION 5--TEACHING CONDITIONS

- A. To assure the purchase of instructional materials, supplies, and equipment which will best meet the needs of teachers and students in the instructional process, and to promote the full utilization of such aids to learning, the Board will give full consideration to the recommendations of staff members in the selection, purchase, and building distribution of such instructional media.
- B. The Board make available adequate word-processing and duplicating equipment and supplies for each school building. To further relieve teachers of clerical work relating to the instructional process, the Board will provide, within the limitation of funds and personnel time, as much secretarial or clerical assistance for each building as possible.
- C. As a minimum requirement, the Board will make available for teacher use in each building a properly-furnished and equipped lounge work area and a teacher's lavatory. In any new construction resulting in major modification of a building, the standard for the District will be one (1) lavatory for every fifteen (15) professionals.
- D. Telephone service within school buildings is available to teachers for their professional use. All long distance telephone calls whether for emergency or professional purposes must be recorded in the principal and/or supervisor's office.
- E. In schools where continuous cafeteria service is not available, a vending machine for beverages and snacks will be installed in the staff lounge, if requested by the teachers of the building, provided that this installation is economically feasible and that the machine is serviced by the company or a designated staff member. If not inconsistent with the terms of the vendor contract, the teachers of that building shall determine the use of the profits from vending machines in the staff lounge that are serviced by a designated staff member.
- F. The Board will endeavor to provide adequate off-street parking facilities for teachers within reasonable distance from the school.
- G.
 - 1. Teachers shall not be required to work under conditions which are deemed unsafe or hazardous by the Association President and Superintendent or their designees or to perform tasks which in the opinion of such representatives endanger their health, safety, or well-being. If the above conditions prevail, the Superintendent or designee will attempt to provide timely notification.
 - 2. When the physical condition of the classroom impairs the learning environment, the teacher and the principal or designee should jointly decide on a course of action acceptable to both parties.

3. Maintenance and repairs, except in emergency situations, will not be performed by District personnel in rooms when classes are in session unless the teacher consents.
4. The District will maintain a policy concerning air quality and temperature in all classrooms.

H. Preparation Time

1. Elementary. The elementary classroom teacher shall have a minimum of 275 minutes preparation time per full week divided into 55-minute minimum daily blocks. The elementary classroom teacher shall escort his/her students to and from special area class(es) and buses in a manner that will ensure his/her full planning time.

Special area and special education teachers shall have preparation time equivalent to elementary classroom teachers. If a special area teacher is required to travel to more than one (1) school during the school day, such teacher shall have a 15-minute block of preparation time. It will be the responsibility of the building principal and special area teacher to meet and work out a schedule.

Teachers will devote the time equivalent to one (1) planning hour each week to work in their Professional Learning Community (PLC). Teachers will not be required to meet with those employees who do not have a common preparation time. Scheduling of PLC time is determined only by the staff of each PLC. PLC time can be scheduled to be flexible with the best needs of the staff and students. To maximize the benefits of PLC time, teachers only need to ensure that they meet four (4) times in a four (4) week time period. Scheduled PLC time missed due to a teacher having to substitute will be forgiven.

Elementary counselors will have a minimum of 275 minutes of preparation time per full school week, but are not guaranteed 55-minute blocks.

In any extended day program, classroom teachers shall have a minimum of 300 duty-free minutes preparation time per full week divided into 60-minute minimum daily blocks.

2. Middle School teachers shall have a minimum of 275 minutes of individual preparation time per full week on full days of instruction. This time will be divided into a daily minimum of 55-minute blocks. Middle School teachers will have the same PLC requirements listed in Article 5.H.1.
3. High School teachers shall have a minimum of 275 minutes of preparation time per full week on full days of instruction. This time will be divided into a daily minimum of 55-minute blocks. High School teachers will have the same PLC requirements listed in Article 5.H.1.
4. Secondary counselors and librarians will have a minimum of 275 minutes

preparation time per full school week, but are not guaranteed 55-minute blocks.

- I. All teachers are required to make lesson plans for a week in advance. Lesson plans shall be detailed enough to permit class work to be accomplished without interruption and shall include the lesson's expected objective (outcome) and activities/resources. Lesson plans shall also reflect differentiated instruction designed to meet the needs of students at different ability levels. Teachers will provide a copy of their lesson plans to their building administrator on the Monday morning for that week's lesson plans.

J. Emergency Substituting Assignments

1. At the beginning of each semester the principals shall prepare a list to be known as the "building substitute list", which shall contain the names of teachers who advise the principal in writing, that they are willing to substitute during their planning time. Compensation for the first hour of substitute service during a teacher's planning time in a single day shall be at the rate of \$45.00 per hour, and at the rate established by Section 5.J.4. for subsequent hours. These teachers shall be asked first in cases where a substitute is not available.
2. The principals shall also prepare a list to be known as the "emergency substitute list", which shall contain the names of all certified staff who may be assigned to provide substitute services in the absence of a substitute, or a building substitute, with compensation as provided in paragraph (1) one. This list shall include all professional staff not assigned to classroom teaching duties, including teacher consultants, counselors, therapists, physical therapists, and all other professional staff not having a classroom assignment, including teachers during their planning period, and all administrative staff. The personnel on the emergency substitute list shall be used only when a regular substitute, or a building substitute, cannot be obtained.
3. Non-certified District employees will not be used to provide substitute instructional services. If a substitute, a "building substitute", or an "emergency substitute" is not available, non-certified staff may be assigned to monitor classrooms.
4. When it is necessary to use bargaining unit employees to substitute, subsequent hours shall be compensated at \$15.00 per hour up to a maximum per day equal to the substitute rate. Emergency substitutes who are used for a full day shall also receive contractually-guaranteed planning time.
5. The emergency substitute list will be used on a revolving basis. Each person will substitute an equal number of hours (relative to their available hours) and will not be called again to substitute until all other members on the list have been used. It is expressly understood that building administrators shall not be assigned as emergency substitutes outside of their buildings.
6. The Association shall receive a monthly report updating the usage of the emergency substitute list.

- K. The teacher agrees to observe all regulations relating to the notification of absence and the need for substitute service. Directions and information regarding notification of absence and return will be provided each teacher at commencement of work for the year.
- L. The Board agrees to provide an absence management service to be used by teachers to report absences and request a substitute teacher.
1. Notification of anticipated absences for all reasons which are known to the employee at least one (1) day in advance will be made to the absence management service by the employee at least one (1) day before the absence.
 2. Notification of anticipated absences for all reasons which are known to the employee less than one (1) day in advance, but more than one (1) hour before the employee's normal reporting time, such as becoming ill during the night, will be made to the absence management service by the employee at least one (1) hour prior to the employee's normal reporting time.
 3. Emergency absences due to unforeseen situations which occur within one (1) hour of the employee's normal reporting time, such as being involved in an accident on the way to school, shall be reported to the absence management service, and also to the appropriate building principal, to permit emergency substitute coverage on a timely basis. Notice under the circumstances of this paragraph must be given directly to the building administrator so that emergency coverage can be arranged, as well as to the absence management service so that all day coverage can be arranged.
- If a teacher reports that s/he will be absent on a specific single day, or consecutive day period of time, it shall be assumed that the teacher will return to work on the next work day following the last day(s) of reported absence and no formal prior notice of return to work will be required, other than the District's absence management system. As an example, if a teacher calls in an absence for Tuesday, it will be assumed that the teacher will return to work on Wednesday, and it will not be necessary for the teacher to give other prior notice. Arrangements for substitutes will, except in emergency situations, be made by the absence management service and not building staff.
- If the teacher reports absence for any indefinite period of time, or is absent for five (5) or more consecutive work days, then s/he must inform the absence management service at least one (1) day in advance of the date of return to work. Failure to properly report absence and/or return will result in loss of one half day's (1/2) pay, and may also result in appropriate disciplinary action.
- M. The administration of all make-up standardized tests shall take place during the teacher's regular school hours and in no case shall the teacher be required to use his/her release or planning time for this purpose.
- N. Orientation for new teachers relating to the community, school system procedures, administrative policies, and the availability of educational resources and facilities shall be provided to new teachers by the Board and Association. Orientation shall be

conducted during available professional development and PLC time.

- O. The Board shall enroll all new hires that are subject to the five (5) year probationary period in the Macomb Intermediate School District (MISD) New Teacher Academy. All hours of attendance and participation in the Academy will count toward the probationary teacher professional development requirements prescribed in their development plan. This requirement to attend the MISD New Teacher Academy does not apply to professional staff employees.
1. There shall be a mentor teacher assigned by the building principal to each new teacher. The mentor teacher shall be a bargaining unit employee and paid according to the B-1 schedule.
 - a) The purpose of the mentor teacher is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
 - b) The mentor teacher shall be a tenured employee in the bargaining unit.
 - c) The administration shall discuss with the Association when a mentor teacher is matched with a mentee teacher.
 - d) Every effort will be made to match mentor teachers with mentee teachers who work in the same building and have the same area of certification.
 - e) A mentee teacher shall be assigned to only one (1) mentor teacher.
 - f) The mentor teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years.
 - g) The building administrator, the mentee, and the mentor teacher may mutually agree to a change in assignment.
 - h) The mentor teacher will document the mentoring process on the mentor checklist. This checklist will only be used to document progression through the mentoring process.
 2. Because the purpose of the mentor teacher/mentee program is to acclimate the bargaining unit employee and to provide necessary assistance toward the end of quality instruction, the relationship shall be confidential between the mentor teacher/mentee. Further, except in cases of misconduct, 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.
 3. Upon request, the Administration shall make available reasonable release time of at least one half day (1/2) per marking period so the mentor teacher may work with the new teacher in his/her assignment during the regular work day. Release time may be provided to the mentor teacher or mentee at the discretion of the

building principal.

4. The mentor teacher should be a tenured teacher appointed from the area to which the probationary teacher is assigned, if possible. The responsibility of the mentor teacher begins within five (5) days of the probationary new teacher's date of commencing service.
- P.
1. Professional development training required by law or regulation may occur during the regular workday and work year. However, satisfying such professional development requirements is the teacher's sole responsibility.
 2. Professional staff employees will meet with the appropriate director to discuss and plan appropriate professional development specific to the needs of all professional staff employees.
- Q. Recognizing the increased responsibility placed upon the regular classroom teacher by integrated special education students:
1. Regular classroom and special area teachers shall have the right to attend Individual Educational Program Team ("IEPT") meetings if such teachers would be affected by the outcome of such conferences. Attendance by the teachers is voluntary.
 2. Upon request, the regular classroom teachers shall receive:
 - a. Assistance with strategies necessary for maintaining special education students in regular education classes;
 - b. In-service education on inclusive education strategies;
 - c. Instructional materials developed for use with special education students to be maintained with the appropriate special education personnel

SECTION 6 -- TEACHING HOURS

- A. Notwithstanding any other provision of this Agreement, secondary teachers will teach five (5) periods per day and receive one (1) period of individual planning time, which shall be provided in daily blocks of a minimum of fifty-six (56) minutes as reflected in the Agreement.

Elementary special education students who visit general education classrooms for morning welcome, calendar, breakfast, recess shall not count toward class size overage during these times.

Compensation for overages will be as reflected in the Agreement except that it will be in effect after twenty (20) school days for elementary and ten (10) school days for secondary levels.

The Business Office will provide a calendar by which class size overage payments will be submitted.

The teacher's normal hours of service on school property shall be as follows:

1. Elementary School

- a. Teachers shall report ten (10) minutes before the official start of school in the morning and may leave ten (10) minutes after students are released. Students will not be allowed in the classroom until five (5) minutes before the official student starting time.
- b. Building administrators may schedule a maximum of five (5) teachers in the morning and afternoon for weekly bus supervision on a rotating basis during their contractual day.
- c. The normal hours of service shall be twenty (20) minutes longer than the students' instructional day including the forty (40) minute duty-free uninterrupted lunch period and the daily preparation period.
- d. Classes for the morning session shall begin no later than 9:15 a.m.

2. Middle School

- a. Teachers shall be at their assigned place of duty, as determined by the principal, ten (10) minutes before the opening of the morning session and may leave ten (10) minutes after students are released.
- b. The middle school teacher's day will be twenty (20) minutes longer than the students' instructional day including the thirty (30) minute duty-free uninterrupted lunch period and a preparation period. The normal daily load for teachers shall consist of six (6) individual periods of instruction per day for five (5) individual groups of students per week. Modifications may be made by mutual agreement of the representatives of the Association and the Board.
- c. Classes for the morning session shall begin no later than 8:30 a.m.

3. High School

- a. Teachers will be at their assigned place of, as determined by the principal, ten (10) minutes before the opening of the morning session and may leave ten (10) minutes after students are released.
- b. The high school teacher's day will be twenty (20) minutes longer than the student's instructional day including the thirty (30) minute duty-free uninterrupted lunch period and preparation period. The normal daily load for teachers shall consist of six (6) individual periods of instruction per

day for five (5) individual groups of students per week. The daily preparation period will be at least fifty-five (55) minutes in length. Modifications may be made by mutual agreement of the representatives of the Association and the Board.

4. Extended Day School

- a. Teachers shall report ten (10) minutes before the official start of school in the morning and may leave ten (10) minutes after students are released. Students will not be allowed in the classroom until five (5) minutes before the official student starting time.
- b. Building administrators may schedule a maximum of five (5) teachers in the morning and afternoon for weekly bus supervision on a rotating basis during the teacher's contractual day.
- c. The normal hours of service shall be twenty (20) minutes longer than the students' instructional day including the thirty (30) minute duty-free uninterrupted lunch and the daily preparation period.
- d. Classes for the morning session shall begin no later than 8:30 a.m.

5. Traveling Teachers

- a. The normal hours of service for a teacher who is on a special program which requires that s/he work in two (2) or more school buildings shall be twenty (20) minutes longer than the students' instructional day, inclusive of the travel time and the thirty (30) minute duty-free uninterrupted lunch period and daily preparation period. The student instructional day will be the length at the predominate level of assignment.
- b. Such teachers shall be provided a reasonable amount of time for the opening and closing of classrooms and for travel between buildings.

6. Special Education Teachers

- a. The normal hours of service for special education teachers are the same as teachers at their assigned building.
- b. Within the teacher's day, provision must be made to provide proper instruction hours for students as required by the State.

7. Part-Time Teachers

Part-time teachers will be at an assigned place of duty as determined by the principal. Part-time teachers will have planning time in the amount determined by pro-rating twelve (12) minutes per secondary instructional periods taught, or per hour taught in the elementary.

Any non-contractual time that falls within the contract day (such as planning

period not scheduled at the beginning or end of a teacher's day) will be fully compensated. Any assignment or required meeting beyond the contract day shall be compensated.

Part-time teachers shall be paid at the non-teaching hourly rate when requested by the administration to participate in school-related activities which do not fall within his/her regular assignment, and which are not reimbursed under Schedule B-1.

- B. There shall be a duty-free uninterrupted thirty (30) minute lunch period for all teachers.
- C. Elementary physical education, music, library, and art teachers shall have up to four (4) meetings per year for area development and planning
- D. Two (2) one-half (1/2) days of release time for elementary and middle school records shall occur after May 20. Two (2) additional one half (1/2) days release time for records, also to fall after May 20, shall be granted teachers of any kindergarten class(es).

If a parent cannot attend a regularly-scheduled parent-teacher conference, upon that parent's, a teacher will schedule a meeting with said parent(s) at a mutually convenient time and manner.

SECTION 7 -- TEACHING LOADS

- A. The parties mutually recognize the importance of limiting class size and/or student load to the lowest number which is consistent with sound educational practice, and they further recognize that the accomplishment of this objective depends on the number of classrooms available, the financial ability of the District to employ the required number of teachers, the availability of competent teaching personnel, and fluctuations of student population in the District.

To further these objectives, the Board agrees, whenever possible, that the class size shall not exceed the following maximums. The size of a given class may exceed the stated maximum if the teacher is compensated in accordance with the Agreement and the number of students in the class does not then exceed the number of student stations ordinarily in that classroom, and the same class is not offered at the same time in another room to fewer students than the stated class maximum.

1. <u>Elementary Class</u>	<u>Maximum Daily</u>	
Kindergarten (full day)	29	See ¶¶ 2, 3
First grade	28	
Second grade	29	
Third grade	30	
Fourth-Fifth grade	30	Overage payment starts at 32

- a. The class maximum for a kindergarten session shall be twenty-nine (29). Every kindergarten session exceeding twenty-nine (29) shall be assigned one (1) full time aide. Whenever possible, teachers of full-day kindergarten will be assigned the same aide for the entire school day.

- b. A teacher aide will be assigned for a period of two (2) hours per day to kindergarten classroom teachers when the class size exceeds twenty-five (25) students in the kindergarten.

2. <u>Middle School</u>	<u>Class Maximum</u>	<u>Daily Maximum</u>
Sixth-Eighth grades, with the following exceptions:	32	150
Band	45	225
Physical Education	45	225
Vocal Performance	45	225
Virtual	45	225

For grades 6-8, overage payment will not be paid until the daily student maximum reaches 151 students, or any single class reaches 34 students. Upon reaching 151 students a day or upon any single class reaching 34 students, Section 7.12 will apply.

3. <u>High School</u>	<u>Class Maximum</u>	<u>Daily Maximum</u>
Ninth-Twelfth grades, with the following exceptions	32	150
Music (Vocal Performance)	45	225
Music (Instrumental)	45	225
Physical Education	45	225
Virtual	45	225

Student aides and student laboratory assistants shall not be counted toward class size or daily maxima.

For grades 9-12, overage payment will not be paid until the daily student maximum reaches 151 students or upon any single class reaches 34 students. Upon reaching 151 students a day or upon any single class reaching 34 students, Section 7.12 will apply.

4. Special Education
Special Education caseloads should comply with the current federal/state guidelines, including any ISD waivers.
5. Preschool
Preschool class sizes shall not exceed a student-teacher ratio as required by licensing standards.
6. Remedial Education
Class size shall not exceed the student-teacher ratio as provided by the State Department of Education.
7. To ensure an equitable distribution of special education students in regular

education classes, the building principal will take steps to assign an equal number of special education students to all classes affected.

8. When conformity to class size limitation in A.1.a. and b. above would force the Board to change attendance area boundaries, or bus, or send students to schools outside their attendance area, the Association and Board shall meet to explore mutually agreeable solutions to the problem(s).
9. The Association will be informed by the administration when a class exceeds the contractual maximum. The administration shall have twenty (20) school days to resolve the situation with the Association
10. For the following elementary personnel for elementary grades, the daily student load shall not exceed the following maximum:

Elementary	Maximum
Physical Education	270
Vocal Music	270
Art	270

11. For secondary (6-12) counselors, the student load shall not exceed the maximum determined through the use of the following formula:

$$\frac{X}{350} + \frac{Y}{400} \leq 1$$

Where:

X = number of HS students assigned

Y = number of MS students assigned

12. If the class size or special education caseload maximums cannot be met as described above, the affected teacher(s) including special area will be compensated as explained below. Any such payments will be made at the end of each semester. The daily maximum of 150 students will not be exceeded by any teacher, except that classes in music, band, physical education, and virtual instruction will be governed by the daily maximums in this Agreement.

Eligibility for compensation does not begin until after the 20th day in each semester, unless the class remains the same throughout the year. In that event, there is no 20-day period in the second semester.

Daily per student compensation =

<u>Student(s) Over Limit</u>	<u>Per diem</u>
1	\$4.00
2	\$8.00
3	\$12.00
4	Formula

Teacher's annual base salary X # of periods of student overage

Annual instructional days X (class contact limit less number of students over)

- B. Whenever a combination class is created, the principal, after consultation with the teacher(s) involved, will attempt to assign the students so that the student-teacher ratio in the combination class is reduced. Efforts will be made to keep the number of split combination classes as low as possible. No more than two (2) grade levels will be assigned to any combination class. Combination classes will be capped at twenty-eight (28).
- C. Inclusion is recognized as an educationally-sound principle and shall be encouraged. Inclusion shall be defined as a special education teacher and professional aide who lend support to the students in the regular education classroom in areas where there are students identified as having difficulty as designated by the Individualized Education Program (IEP).

The parties recognize that a student having special physical, mental, or emotional disabilities, as defined by Michigan Administrative Rules for Special Education 340.1701 to 340.1715 inclusive, may require specialized classroom experiences. If such student is to be placed in a regular classroom, the following provisions shall be made:

- 1. The student will be placed in the regular classroom upon the teacher's full knowledge and understanding of the student's disability.
 - 2. The teacher will be supplied with adequate materials, specialized equipment, and consultant services needed for proper education of a student with a disability as determined by the Individualized Education Program Team.
 - 3. Any bargaining unit employee who will be providing instructional or other services to a student with a disability in a regular education setting, shall be invited, in writing, to participate in the Individualized Education Program Team meeting which may initially place (or continue the placement of) the student in a regular education classroom. At least one (1) of the student's regular education teachers shall attend the IEP Team meeting unless otherwise excused as permitted by law. If it is otherwise impossible for at least one regular education teacher to attend the IEP Team meeting, a substitute should be provided.
 - 4. Every effort will be made to equalize the number of such students in a regular classroom designated for inclusion.
- D. The parties acknowledge the numerous mutual benefits of participating in accredited student teaching programs. Accordingly, the District may place student teachers from any accredited university or college, including the Michigan State University Intern Program, with any tenured teacher who volunteers to accept a student teacher. For purposes of this section, the term "student teacher" includes "pre-student teachers".

The District will request that the University or College provide the District with their specific student teacher field placement program requirements, and student teacher assignments shall be completed in compliance with those requirements. Volunteer supervising teachers may assign student teachers to perform those duties required by the University's field placement program, and those duties which are customarily performed by a classroom teacher, including supervised teaching, performing assessments, tutoring students, and other normal ancillary classroom duties not

inconsistent with University requirements.

Qualified teachers may volunteer to accept a student teacher. The Human Resources Office will prepare and maintain a list of all teachers who have volunteered for this purpose. The list will be maintained in the same order that the notifications are received, subject to certification and qualification, i.e., teachers certified to teach high school English will be placed on one list; all District teachers who have elementary certification will be placed on another list, and so on. The District will rotate requests for placement of student teachers, in the same order that such requests are received, to teachers on the list. Teachers who decline to accept an available student teacher in the agreed-upon order will be removed from the list. The District may place as many student teachers as there are volunteers willing to accept an assignment. The District may discontinue this program if there are insufficient numbers of volunteers, or if excessive numbers of teachers on the volunteer list decline offered assignments.

- E. Teachers who supervise para-professionals shall have written input in the employee's evaluation. The responsibility of evaluating personnel lies with the administrator.
- F. Teachers may select job sharing, by application to the Human Resources Office and upon approval of the administration.
 - 1. These teachers are to receive full rights and protection as stated in the Agreement. Salaries and other benefits will be pro-rated based upon a proportion of time worked to a full teaching day. Job-sharing teachers and the principal shall establish in writing the relative responsibilities for attending contractual building meetings and parent teacher conferences.
 - 2. A job-sharing teacher who meets the contract commitment in the job-shared position shall receive one (1) month's seniority for each month worked.
 - 3. The job-sharing teachers will receive credit on the salary schedule of one half (1/2) step.
 - 4. The position must be applied for by March 1 each year for the following school year.
- G. The administration will provide Board-approved training for regular education teachers receiving students with disabilities and all teachers having to serve medically fragile students. When the District receives a medically fragile student who requires extraordinary care, the student's Section 504 or IEP Team shall meet to establish an appropriate plan for medical concerns.
- H. Whenever possible, participation in team teaching by the employee will be strictly voluntary. Planning time and professional development time will be provided.
- I. The high school and middle school counselors' contract year will include three (3) work days in the week before the opening of school. Counselors will be notified of their work schedule for these days two (2) weeks before the assignment date.

Compensation will be at the contractual rate. This pay will be in addition to the

counselor's regular contractual pay.

Administration requests for additional counselor work days added to the school year will be compensated at the counselors' daily contractual rate.

SECTION 8 -- VACANCIES, ASSIGNMENTS, AND PROMOTIONS

A. DEFINITIONS

Vacancy: Is defined as any unoccupied bargaining unit position including any new positions which are unoccupied for any reasons including leave of absence, resignation, retirement, or, an active administrative position unoccupied for similar reason. A vacancy is declared by the Superintendent if the unoccupied position is available to be filled by a contracted employee.

Promotion: Assignment of an employee to an administrative position.

Voluntary Transfer: Change of building placement of an employee within the bargaining unit to a position on the same pay schedule at the employee's request.

Involuntary Transfer: Change of building placement of an employee within the bargaining unit to a position on the same pay schedule at the direction of the school administration.

Assignment: The schedule and/or grade level(s) assigned within the same building(s) to a bargaining unit employee. Secondary Complex will be considered as one building.

Displaced Teacher: A teacher who is unable to be placed on his/her building schedule for the ensuing school year.

1. **Seniority:** If the length of service of two (2) or more bargaining unit employees is identical, the date and time the signed contract is received by the Human Resources Office shall determine their seniority. If the exact time is unknown, seniority may be determined by adding the digits in the employee's social security number, and the highest sum will determine seniority.

2. **Seniority accrual for bargaining unit employees will be measured by FTE contract amount. The following factors will be applied when crediting seniority:**

- FTE of .51 or greater will accrue full seniority for days paid
- FTE of .50 or less will accrue seniority of half the amount of days paid

The only exception to this accrual is job share-teachers as provided in Section 7.F.2.

3. **The initial conversion of the seniority list from months to days will be done collaboratively by the Administration and Association as soon as possible after agreement on this provision has been reached.**

Examples: There are 182 teacher days in a year. Teacher A takes 15 days unpaid leave in a school year. She/he would lose 15 days of seniority for that year and so would accrue 167 days seniority. Teacher B takes 0 days unpaid leave. She/he would not lose seniority for that year and would accrue 182 days. Teacher C takes 35 days unpaid FMLA leave. She/he would lose 35 days of seniority and would accrue 147 days for that school year.

4. The only unpaid days that will not result in loss of seniority are those that result from administrative discipline (suspension).
5. Seniority will continue to accrue for all paid leaves of absence. It will be the employee's responsibility to properly and timely report absences and indicate whether paid leave or unpaid leave is requested.
6. Implementation of this proposal will not result in any increased costs to the District.

B. PROMOTION

The following procedure shall be followed in filling any administrative vacancy or administrative new position:

1. Known administrative vacancies or new positions for the current or following year shall be posted in each building, on the District website, and with the Association for at least ten (10) calendar days during the current year. During the summer recess, such notices will be posted with the Association, posted on the District website, and sent to individuals expressing an interest in such position as in 5, below.
2. In an emergency, an administrative position may be filled temporarily during the posted period and through the selection process.
3. The administrative position announcement shall list the qualifications, including specifics, needed to fill the position.
4. In filling such administrative positions, the Board will give due weight to professional background, experience, qualifications as posted, and length of service to the District.
5. A teacher who has an interest in an administrative position, which may be created or become vacant during the summer, shall notify the Superintendent in writing of his/her interest. Such notification must be renewed yearly.
 - a. Should such an administration position be available, the Board shall immediately notify, in writing, those teachers who have expressed an interest.
 - b. Interested teachers so notified when making application for an administrative position must follow outlined procedures as posted for the

position within the posting period.

6. Written applications for administrative positions shall be acknowledged in writing. Following disposition, unaccepted applicants shall be notified in writing of said disposition with reasons for his/her non-acceptance to the position.

C. VACANCY – Professional Staff Employees

The filling of non-administrative vacancies for professional staff employees covered under this Agreement shall be governed by the following:

1. Before May 15 of each school year, anticipated vacancies for professional staff employees for the ensuing school year shall be posted. At the expiration of the posting period, the vacancies and any resulting vacancies will be filled by currently assigned professional staff employees who have applied for the vacancies and displaced professional staff employees on layoff, based upon the most senior professional staff employee having the first choice. If there is no vacancy available for a displaced or laid-off professional staff employee, the administration will make the necessary transfers to facilitate maximum employment. This process shall not apply to vacancies that occur after the first semester of any school year until the end of that year.
2. Summer school and supplemental service assignments shall be posted for eligible employees.
 - a. Requests by a teacher to fill such a position shall be in writing.
 - b. Such positions shall be filled on the basis of the qualifications. The position will be awarded to the eligible employee who is qualified.
 - c. The Board, when hiring personnel for bargaining unit positions, shall give preference to credentialed non-teaching professional staff employees on lay off from other school districts where MEA-NEA Local I is the bargaining agent, if Local I applicant(s) have qualifications equal to or better than those of other applicants, as contained in the posting and determined by the Board. Mount Clemens non-teaching professional staff employees on lay-off and eligible for recall who are credentialed and qualified for the position shall be recalled before implementing the provisions of this article.

This article shall be subordinate to and subject to the affirmative action provisions of this Agreement.
 - d. Following the opening of school, posting is not required for vacancies created to facilitate maximum employment as related to displaced teachers.
2. Before professional staff employee position vacancies are filled through involuntary transfer, the vacancy shall be posted for voluntary transfer as in

paragraph C.2. above.

- a. Involuntary transfer will be made only after consultation with the individual(s) involved.
- b. Such positions shall be filled on the basis of the qualifications.
- c. A person involved in involuntary transfer shall be made aware of all other vacancies or new positions available at that time.
- d. Notification will be in writing via certified U.S. mail. Notification will be at least five (5) business days prior to the transfer. There will be no "drop in" notification.
- e. If transfer is prior to the start of school, a minimum of one (1) day training session with the person currently in the position (or a similar position) shall be provided. The Board will provide for substitutes.
- f. Upon written request, persons notified after the start of school will be given three (3) release days to prepare for transfer. Preparation time will be under the supervision of the building administrator. The "one day" training noted in Section 7.C.3.e., shall occur, but is not included in the three (3) days.
- g. Professional staff employees who are involuntarily transferred or displaced due to declined enrollment or budgetary constraints, shall be given first consideration in returning to the situation from which they were transferred or displaced, provided that they notify Superintendent or designee during the posting period for such a vacancy.

If the Board initiates a transfer it shall transfer the lowest seniority professional staff employee who meets the credential requirements and qualifications. Transfers of professional staff employees will be made to facilitate maximum employment pursuant to lay-off and recall procedures of the Agreement.

- (1) If no open position for which a displaced professional staff employee is credentialed and qualified exists, the following process will be used if the:
 - (a) displaced professional staff employee has the least seniority in the District, the professional staff employee is subject to lay-off;
 - (b) least senior professional staff employee in the District holds a position for which the displaced professional staff employee is credentialed and qualified, the displaced professional staff employee will be offered the position.
- i. if the displaced professional staff employee accepts the

position, the least senior teacher is subject to lay-off;

- ii. if the displaced professional staff employee does not accept the position, the displaced professional staff employee is subject to lay-off.
 - h. Teachers involuntarily transferred within five (5) calendar days before the opening of school shall be compensated, on request, for six (6) hours at the non-teaching hourly rate as preparation time.
3. If the Board decides to close a school, the Superintendent and/or his/her designee shall meet with the Association within five (5) school days after the decision to close a school has been made, at which time the details of the school closing will be discussed. Such discussion shall include:
- a. The name of the school(s) to be closed.
 - b. The establishment of a timeline to facilitate the transfer of teachers to the receiving school(s). Such timeline shall include the completion of the transfer procedure.

Professional staff employees subject to involuntary transfer due to the closing of their school will be afforded the opportunity to be assigned before any other transfers move to the school(s) where students from the closed school(s) have been reassigned if there are sufficient positions available at the receiving school(s).

(1) The teachers at the closed school(s) will be able to state a preference for the building to which they wish to be transferred, provided:

(a) A racial imbalance is not created.

(b) There is a vacancy for which the teacher is certified and qualified.

(c) Placement will allow retention of the most senior employees.

- D. A teacher interested in transfer to any vacancy, potential vacancy, or new position shall submit a letter of request to the Superintendent. Such requests must be renewed yearly.
- E. A file of all transfer requests will be maintained in the Human Resources Office.
- F. In filling assignments for Summer School, the Board will post all such positions in each school building, and on the District website, and to give due weight to the professional background and qualifications of all applicants, including the length of time each has been in the District. To be considered for such an assignment, interested teachers must have written applications on file with the Superintendent within ten (10) days after posting of the positions. The Board maintains the right to employ the person whom, in the Board's opinion, is the best-qualified person subject to section 21. The teaching staff will be given preference in the filling of teaching assignments. In the event of an emergency, the Board will retain the right to appoint an instructor without posting.

- G. Non-teaching positions as listed in this Agreement shall be posted for ten (10) calendar days.
1. In an emergency, a position may be filled temporarily during the posting period.
 2. Non-teaching positions which may be filled by staff from other buildings than where the job is, must be posted in all buildings, on the District website, and with the Association. Such positions shall be filled on the basis of the qualifications as posted. The position, as posted, will be awarded to the eligible employee who is qualified and where two (2) or more employees are relatively equal, seniority in the District shall prevail.
 3. Non-teaching staff postings shall contain a brief job description.
 4. If there are no bargaining unit applicants within the ten (10) day posting period, the non-teaching staff position may be filled for the duration of the school year. At the end of the school year the position will be posted.
- H. The assignment of teachers is the responsibility of District administrators. It is recognized that there may be the necessity for assignment changes between the last student day and the beginning of the school year and that the Board reserves the right to make such changes. For a change in assignment made within five (5) calendar days before the opening of school (first day students attend class) or thereafter, a teacher who makes a written request will receive:
1. Up to three (3) released days to prepare for the change, if more than half of the teacher's assignment will be changed; or
 2. One released day to prepare for the change, if less than half of the teacher's assignment will be changed.
 3. Release time will be scheduled by the building administrator(s).
- I. The Board may employ non-bargaining unit employees as audio-visual technician(s) and in-house student suspension room supervisor(s). If a qualified bargaining-unit employee applies for the student suspension room supervisor position that would count for instructional time, that person shall be given preference.

SECTION 9 -- PAYROLL ADMINISTRATION

- A. The parties agree that the following statement will be placed on new individual contracts:

"This contract is subject to a collective labor agreement negotiated by the Board and the exclusive bargaining representative of teachers and other employees who are in the teachers bargaining unit employed by the Board. The terms of such collective labor agreement are incorporated in this contract and by accepting and signing this contract, I agree to be bound by all such terms."

- B. If there are at least twelve (12) individuals who have signed up, the Board shall make payroll deduction upon written authorization from teachers for Board-approved annuities, Michigan Schools and Government Employees Credit Union, United States Savings Bonds, United Fund, MEA Financial Services, or any other plans or programs jointly approved by the Association and the Board.
- C. By the fourth Friday of the school year or within thirty (30) days of the opening of school, the Board will supply the Association with the following information:
 - 1. Name(s), address, telephone number, and building in which employed, of all teaching and administrative personnel.
 - 2. Salary step of each -- except administrators
 - 3. Differential pay for each and category -- except administrators
 - 4. Degrees held by each.
 - 5. Kind of certificate held by each
 - 6. Job title and/or subject or grade taught
 - 7. A list of personnel available for substituting.

SECTION 10 -- CORE CONTENT LEADERS

Core Content Leaders will be selected through an application process in the following levels and compensated as provided in Schedule B-1.

Mathematics	English
Science	Social Studies

SECTION 11 -- STUDENT SERVICES

- A. The parties recognize that children referred according to Board policy and who have been diagnosed by a physician or the school psychologist as having special physical and/or mental and/or emotional disabilities may require specialized classroom experiences.
- B. The Board agrees to continue its efforts to employ special education personnel, as required, and as available, and the parties will cooperate to correlate their activities with the regular classroom activities of the teachers and the special services within the building so as to better meet the needs of special students in the community.
- C. A teacher referring a student for consideration of services will be informed of progress on the referral. The teacher will also be informed of the actions taken on behalf of the student as a result of the referral.

- D. No bargaining unit employees will be required to administer medications to students in the building environment, except in an emergency which threatens the life or health of the student. Teachers who have been properly trained may administer medications in unusual situations such as during a field trip.

SECTION 12 -- COMPENSATION

- A. The current annual salaries of teachers covered by this Agreement are determined by their position on Schedule B, plus compensation paid for work beyond the Bachelor's and the Master's degrees. Teachers, at their option, shall be paid in 21 or 26 equal installments. Such salaries shall remain in effect during the term of this Agreement.
- B. One day's pay for teachers currently under contract shall be computed as the current annual salary divided by the number of contractual Teacher Days.
- C. Hourly rates:
 - 1. a. Teachers employed in teaching services* beyond their regular school day and not compensated under another provision of this Agreement shall be compensated at \$25.00 per hour.

*Teaching services refers to those programs in which a teacher prepares lesson plans, instructs, evaluates, and grades students.
 - b. Teachers employed in summer school shall be granted non-accumulative sick leave (on a pro-rated basis) for personal illness, immediate family illness is defined in Section 13.A.3.a. and bereavement as listed below unless the class is made up and the instructor paid for make-up time:
Summer School 6 hours per summer session
- 2. The hourly rate for teachers under contract during the regular school year shall be \$45.00.
- 3. The hourly rate for teachers under contract in the longer year/longer day program shall be \$45.00.
- 4. Teachers who substitute for other teachers during regular school hours shall be compensated at \$45.00 per hour.
- 5. Part-time teachers shall be compensated at their current annual salary times the fraction of their contract day as specified in Section 6.A.
- 6. Teachers who are assigned non-teaching but teaching-related services including in-service planning, outside of the regular teaching hours, as defined in Section 6 shall be compensated at \$15.00 per hour.
- D. Contract teachers who agree to teach an additional hour beyond the normal teaching load, as a regular daily assignment of at least a full semester, and give up a preparation

period or extend their regular work day shall be compensated on the basis of 1/6th of their current salary or in the case of extended day teachers, on the basis of 1/7th of their current salary.

- E.
 - 1. Credit for teaching experience outside the District shall be granted at a level mutually agreed upon between the teacher and Board, not to exceed step four (4) on any salary schedule. Such credit shall not exceed the individual's actual experience. In shortage areas when a position has been posted and unfilled for ninety (90) days, the Association President and Superintendent may mutually agree to allow for additional experience credit to fill a position of need.
 - 2. Any teacher teaching daily 1/2 day or less or 1/2 year during the school year will receive a 1/2 increment for the following school year.
- F.
 - 1. For each two (2) or more semester hours of credit beyond the Bachelor's degree, not to exceed fifteen (15) hours earned after September 1, 1967, and subsequent to qualifications for permanent or professional education certification, the Board agrees to pay in addition to the current annual salary, the sum of \$15.00 per semester hour provided such credit is either at the graduate level, or directly related to the teaching field of the employee. To be eligible for the allowance, a transcript of such earned credit, or other reasonable evidence until a transcript is submitted, must be presented to the Superintendent or designee before September 1. Transcripts for summer work, which are not available by September 1, shall be forwarded to the Superintendent or designee during the school year and before April 1. Payment for such credits will be made in a lump sum at the end of the school year. Credits earned after September 1 of any school year will not alter salary for either the first or the second semester of that school year.
 - 2. For each two (2) or more semester hours of credit completed after the granting of the Master's degree, not to exceed thirty (30) hours, earned at an accredited university, the Board shall pay, in addition to the current annual salary, the sum of \$15.00 per semester hour, provided such credit is at the graduate level and definitely directly related to the teaching field of the employee. To be eligible for this allowance, a transcript of such earned credit, or reasonable evidence until a transcript is submitted, must be presented to the Superintendent or designee before September 1. Transcripts for summer work, which are not available, by September 1, shall be forwarded to the Superintendent or designee during the school year and before April 1. Payment for such credits will be made in a lump sum at the end of the school year. Credits earned after September 1 of any school year will not alter the salary for either the first or the second semester of that school year.

Exceptions to the requirements stated above may be made for training in a technical field for which no specific graduate course is available. Such training must be in preparation for teaching a specialized field and will be evaluated on the basis of Carnegie units. A Carnegie unit is equivalent to 120 hours of specialized training.

3. The Board will pay the cost of tuition for courses authorized by the Superintendent, which in his/her opinion specifically enhance the teaching performance of the applicant who has attained a Specialist's degree. Up to twelve (12) hours beyond that degree can be considered. Teachers seeking tuition reimbursements must receive approval prior to taking course work.

G. Longevity payments will be made as follows:

<u>Mount Clemens Service</u>	<u>Amount</u>
10-14 years	\$ 500
15-19 years	\$ 800
20-24 years	\$1,100
25 years	\$1,400

For the life of this Agreement, with a sunset date of June 29, 2020, these longevity payments will be made as follows:

2016-2017	Full longevity amount
2017-2018	Half longevity amount
2018-2019	Half longevity amount
2019-2020	Full longevity amount

- H. If an elementary school special area teacher is absent, and no substitute is provided, a regular classroom teacher may be assigned to substitute and shall be compensated for such instruction at forty-five dollars (\$45.00) per hour. Timely notification to the staff of the absence of special area personnel shall be the responsibility of the building administrator.

- I. The Board and the Association agree to the importance of work experience. Teachers who are instructing in subject areas to which their past work experience relates may make application to the Superintendent who will determine whether the work experience is related.

If the work experience is related, then the Superintendent will grant for three (3) years of related work experience, one (1) year on the teacher salary schedule. The maximum grant for any one (1) teacher for work experience shall not exceed three (3) additional years on the teacher's salary schedule.

- J. Every effort will be made to provide substitute classroom aides during the period of the aide's absence. However, in those situations when a substitute is not available, the substitute aide's hourly rate will be paid to the affected teacher(s) for each hour of the aide's absence. This compensation will be prorated, as appropriate. The substitute aide's hourly rate is \$9.25.

SECTION 13 -- LEAVE PAY

The parties to this Agreement accept the philosophy that paid-for leave is provided for the purpose of protecting the teacher's income during illness or accident and to assist during time of bereavement, religious holidays, professional growth and achievement, pressing personal

business, and/or emergencies within the limits of accumulated leave time. It is understood that teachers who violate this principle will be subject to loss of leave compensation.

- A. A teacher will be granted twelve (12) days per year. Beginning the 1997-98 school year, a maximum of 240 days can be accumulated. The full amount of twelve (12) days shall be at the disposal of the teacher, subject to Section 13. A. B. and C. on the first day of the school year. Newly-hired bargaining unit employees as of July 1, 2016 will have a maximum lifetime accumulation of 150 days.

1. Absence for Certified Illness or Quarantine

Absence for certified illness or quarantine, without loss of pay, will be allowed to the extent of the accumulated leave days, including the number of days credited for the current year. In case of absence for illness of five (5) or more days, a teacher may be required to secure a physician's certificate covering such absence before an allowance is granted for full salary. If requested, such certificate must be forwarded by the principal with the first payroll report following the return of the teacher.

2. Absence for Work-Related Injuries or Illness

- a. Teachers who are absent from work because of work-related injuries or illnesses shall suffer no loss of compensation or leave time for the first twenty (20) work days of such illness or injury. Examples of such compensable illnesses or injuries shall include, but are not limited to: illnesses of mumps, scarlet fever, measles, chicken pox, lice, scabies, rubella fever, or injuries of unprovoked battery on the part of a student against a teacher, accidents suffered at the workplace.

- b. Teachers who are absent from work because of work-related injuries or illnesses which exceed twenty (20) working days and such absence is compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the compensation allowance and his/her regular salary, within the limits of the accumulated leave time. The amount of leave time charged against the teachers who come under this provision shall be in the same proportion as the compensation by the Board.

- (1) The teacher must notify the administration either in writing or verbally, within 24 hours of the injury. Teachers may use the substitute call line for this notification on weekends or holidays.

- (2) If the consequences of the injury are not apparent until after the 24-hour period, the Board may compensate and grant leave time to the teacher. If compensation and/or leave time is denied, the teacher may appeal the decision to a neutral third party mutually agreed upon by the Board and the Association.

- c. If a teacher has exhausted his/her leave time and sick bank time, the

Board will pay the difference between the teacher's regular daily rate and the Worker's Compensation until the teacher is eligible for long-term disability.

- d. If a teacher has no remaining leave time as a result of being injured on the job, the Board will provide one (1) non- accumulative leave day per month for the remainder of the year.

3. Absence Due to Death of a Relative or Friend

- a. Absence without loss of pay will be allowed for the death of a husband, wife, mother, father, daughter, son, sister, brother, or equivalent in-law. Special arrangements should be made with the Superintendent if such absence must extend beyond five (5) days. These days will not be charged to accumulated leave time.
- b. Absence without loss of pay may be allowed for the death of a grandparent or equivalent in-law. Special arrangements should be made with the Superintendent if such absence must extend beyond three (3) days. These days shall not be charged against accumulated leave time.
- c. Absence without loss of pay may be allowed for attending the funeral of a more distant relative or friend, provided that prior approval is obtained for such absence from the Superintendent through the building principal. An Absence for this purpose, in general, is limited to one (1) day. This day shall not be charged against accumulated leave time.

4. Absence Due to Attendance at Education Meetings

- a. Teachers may attend educational meetings directly related to their field of work, without loss of time or pay provided permission to attend such meetings is granted by the principal and/or supervisor in charge and approved by the Superintendent.
- b. Permission may, upon approval of the Superintendent, be granted for attendance by staff members at an education-related activity or meeting with a loss of time only.
- c. Visiting days may be granted to teachers at the discretion of the Superintendent and no deduction in pay shall be made for such an approved absence.

5. Business Leave

- a. Teachers may use up to three (3) days per year for business purposes. Such business days shall be deducted from leave days provided in Section A above. A teacher planning to use a business leave shall notify the principal and the business office at least one (1) day in advance, except in an emergency. Requests for business leave must be forwarded

to the business office three (3) days in advance if definite approval is required before the leave day(s).

- b. Business leave will be allowed only for business which because of circumstances, cannot be conducted after school hours or over the weekend. Approval for business leave cannot be granted to extend vacation periods.

6. Personal Leave

- a. Teachers may use two (2) days per year for undefined personal leave, provided the personal leave days do not fall immediately before or after a school holiday. Such personal leave days shall be deducted from leave days provided in Section A above.
- b. No more than five (5) teachers may take such leave per day under this provision. At least one (1) day of notice is required.

7. Jury Duty

A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between his/her regular pay and the pay received for the performance of such obligation. These days shall not be charged against accumulated leave time.

8. Absence for Observance of Religious Holidays

Staff members will be allowed up to a total of two (2) days of absence, for the required observance of religious holidays of recognized religious denominations.

9. Medical/Dental Appointments

Absence for medical/dental appointments will not be charged to business leave time. They are to be classified as absence for certified illness. Whenever possible, teachers will schedule such appointments during non-school hours. Also, whenever possible, teachers will make appointments during a morning or afternoon time period, so that the teacher is absent for only one half (1/2) day.

10. Absence Due to Illness of Family Member

Absence due to illness of a member of the family (husband, wife, grandmother, grandfather, mother, father, daughter, son, sister, brother, or equivalent in-law) will be allowed without loss of pay. Special arrangements including absence extending beyond five (5) days, and illness of immediate family outside the same household must be made with the Superintendent.

11. Disability Due to Pregnancy

The Board declares its policy that women affected by pregnancy, childbirth, or

related medical conditions shall be treated the same for all employment-related purposes

B. Conditions of Leave Days

1. Accumulated leave days shall be recorded on a statement and presented to each teacher in September.
2. Non-completion of a work day

A teacher unable to teach a full school day because of personal illness, family illness, or disability shall be charged for a proportional amount of a leave day.

C. Leave Accountability Procedures

1. It is important for the District to know when employees are absent for any extended period of time, including the date the employee goes off work, and the date the employee returns to work. Accordingly, a teacher must report every absence from work by using the District's absence management system.
2. An employee who has been absent five (5) days or more must contact the Human Resources Office at least one (1) day before the anticipated return date. If the absence has been for medical reasons, the District may request a release for return to work from the employee's physician.
3. If an employee intends to make application for withdrawal from the sick bank, the employee must submit a physician's certificate stating the specific date the medical disability began, along with the application for sick bank withdrawal. Upon return to work, the teacher must provide a physician's certificate stating the specific date the medical disability ended. The entire period of time for which sick bank withdrawal has been granted, including the specific beginning date and the ending date, must be verified by a medical certificate. The Business Office shall develop a form to be used by employees for this purpose.

D. Association Sick Leave Bank

All teachers who have been employed by the District for four (4) years as of the first day of the applicable school year, except those teachers who have utilized the 180-day maximum lifetime withdrawal, shall be members of the Association sick bank. As of the first day of each school year, each teacher who is a member of the sick bank shall contribute one (1) day of the foregoing sick leave allowance to a common bank to be administered by the Association subject to sick leave policy as set forth in this Agreement. A teacher may make reasonable withdrawals, as determined by the Association, from the common bank, provided:

1. The teacher has used at least seventy-five (75) percent of his/her accumulated sick days (i.e., a teacher with 100 accumulated days must use at least 75 of his/her personal sick leave days before becoming eligible for sick leave withdrawal).

2. The teacher has to be absent for at least twenty-five (25) consecutive school days to qualify for the bank, except if the person qualifies under A.2. (compensable injury), no qualification period is required. Otherwise, there is a qualification period for each time a teacher uses the sick bank. For a reoccurrence of the same illness within thirty (30) work days of the employee's return to work, the waiting period shall be waived when a physician's statement is presented, with the concurrence of the District and the Association.
3. A teacher shall draw from the sick bank on the following basis:

A teacher who has three (3) years' service may use up to forty-five (45) days from the sick bank per year, and a teacher who has four (4) or more years of service shall be granted no more than sixty (60) days from the sick bank per year. If an employee's medically-verified illness spans two (2) consecutive school years, the employee shall not be required to return to work for one (1) day to maintain sick bank eligibility.
4. A teacher who has used days from the sick bank will not be required to repay those days, except as regular contributor to the bank as required for all members. Any teacher who does not continue to be disabled and fails to return to the District will be charged for the days taken.
5. A physician's certificate must accompany the application for withdrawal from the bank.
6. The days contributed to the bank shall accumulate from year to year.
7. Days may be used for outpatient treatment if the foregoing qualifications are met.
8. A contract teacher who is employed for the school year or major fraction thereof shall contribute one (1) day; a contract teacher employed for one (1) semester or fraction thereof shall contribute one-half (1/2) day.
9. If the number of days in the sick bank is less than 300 on August 1, and February 1, each teacher shall contribute one (1) day. If a teacher on August 1 and/or February 1 has zero balance leave balance, then that teacher will contribute one or two day(s), as required, to the sick bank on the first day of September of the next school year. Before the District replenishes the sick bank, the Association President will be notified in writing with an accounting of the number of days presently in the bank.
10. There shall be a lifetime withdrawal maximum of 180 days. Upon the withdrawal of the 180th day from the sick bank, the affected teacher shall no longer be a member of the sick bank. Teachers who are not members of the bank shall neither contribute days to the bank nor receive paid sick days from the bank.

E. Leave Incentive

At the end of each school year, teachers who have used two (2) or less leave days during that year may convert accumulated leave days to cash. Payment shall be made before July 31 in a separate check. The following formula shall be used for all conversions:

<u>Number of Days Accumulated</u>	<u>Number of Days Which May Be Converted</u>	<u>Amount Per Day</u>
8-10	1	\$100
11-20	2	\$ 85
21-40	3	\$ 70
41-60	4	\$ 65
61-100	5	\$ 60
101-150	6	\$ 55
150 and Above	10	\$ 50

See also, Section 16.D. (payment for unused sick days).

F. Sub-Share Costs

The following provision applies only for the 2016-2017, 2017-18, 2018-19, and 2019-20 school years and expires on June 29, 2020.

After the teacher has taken eight (8) leave days in the school year, the teacher shall pay to the District its actual cost of the substitute (not to exceed \$100) for each leave day. Leave days taken for the following categories will not be charged against the eight (8) allowable days:

1. Absence for work-related injuries or illness (Section 13.A.2.)
2. Absence due to death of a relative or friend (Section 13.A.3.)
3. Absence due to attendance at education meetings (Section 13.A.4.)
4. Jury duty (Section 13.A.7.)
5. Absence for observation of religious holidays (Section 13.A.8.)
6. Medical/dental appointments with appropriate documentation from a medical professional (Section 13.A.9.)
7. Disability due to pregnancy (Section 13.A.11.)
8. Association sick leave bank (Section 13.D.)
9. Extended illness/injury leave (Section 14.A.)
10. Involuntary leave of absence (Section 14.B.)
11. Maternity leave (Section 14.C.)
12. Military leave (Section 14.F.2.)
13. FMLA qualifying event(s) with contractually required documentation (Section 14.K.)
14. Association leave (Section 3.K.)

The required "appropriate documentation from a medical professional" must be submitted to the Business Department within five (5) school days of the date that the employee returns to work. Failure to timely submit the required documentation shall trigger the sub-share provision.

The required documentation for the Employee's medical/dental appointment (Section 13.A.9) shall state that the employee was seen and identify the location, date, and time of the appointment.

For purposes of this provision, a "medical professional" is a physician (M.D. or D.O), physician's assistant, nurse practitioner, chiropractor, dentist, optometrist, psychologist, licensed social worker, occupational therapist, or physical therapist. The Superintendent (or designee) and Association President shall meet and confer on any issue as to whether the health care provider is a "medical professional" for purposes of this section.

Payment for sub-share costs shall be deducted from the employee's wages on the next scheduled payroll after the "triggered" leave day, unless the employee notifies the Payroll Department before October 1 of the then-current school year that he/she elects to have any incurred sub-share costs to be spread across all remaining pays for that current school year.

SECTION 14 -- LEAVES OF ABSENCE

A. Extended Illness/Injury Leave

1. Any teacher whose absence extends beyond the period compensated under Section 13.A. shall be granted a leave of absence for such time as is necessary for complete recovery from such illness or injury. A teacher on such a leave shall receive long term disability pay in accordance with Section 15.
2. Insurance benefits shall be provided in accordance with Section 15.

B. Involuntary Leave of Absence

1. The Board may request, at its expense, an examination of a teacher by a physician of its choosing when a situation develops in the opinion of the Superintendent that the teacher is not providing continuous service to students. If the physician's diagnosis indicates the teacher is unable to provide continuous service to students, the Board reserves the right to place the teacher on an involuntary leave. The teacher retains all rights to sick leave benefits consistent with the requirements of Section 13 or LTD coverage if eligible by the terms of the LTD insurance agreement.
2. Return to a regular teaching assignment, as outlined in paragraph 1 above, will follow receipt of a statement from the above physician, or a physician mutually agreed upon by the teacher and the Board. The teacher shall provide medical verification of their ability to return no later than June 15th in order to be placed in an assignment for the first semester of the ensuing school year or November 1st to return for the second semester of the school year.

C. Maternity, Child Rearing, and Family Care Leaves of Absence

1. Maternity Leaves

- a. A teacher who provides medical verification of pregnancy shall receive, upon request, a one (1) year leave of absence to begin at any time during such pregnancy.
- b. Such maternity leave may be taken in conjunction with leave days provided under Section 13.

2. Child Rearing Leaves

Upon physician's certification of termination of disability, the Board shall grant to any teacher a child rearing leave of absence without pay for the remainder of the school year. Reinstatement to a position for which the teacher is eligible will be for the beginning of the year following the child rearing leave.

3. Family Care Leaves

The Board shall grant to any teacher a leave of absence without pay for the purpose of family care. The teacher shall be entitled to a leave up to one (1) year. Reinstatement of a teacher to a position for which s/he is qualified will be at the beginning of the school year in September after a family care leave. A one (1) year extension of the leave may be granted by the Board upon written application at least three (3) months before the expiration date of the leave period.

- a. For purposes of this section, a dependent includes an adopted child, a stepchild, a grandchild, or any other child less than 19 years of age for whom the employee is a legal guardian, or an unmarried adult child if the child is incapable of self-support due to mental or physical disability, and if the child depends on the employee for care, support, and maintenance; or the spouse of the employee; or the legal parent of the employee if that parent is either more than 65 years of age or is dependent on the teacher for more than half of his/her financial support.
- b. For adoption, this leave may be extended for one (1) additional year.

4. Conditions of Leaves

A teacher on a child-rearing leave, family care leave, or leave of absence whose child or other dependent dies may terminate said leave and fill any vacancy for which s/he qualifies. If there is no position immediately available, the teacher may opt to return to substitute teaching with full pay and benefits at the rate for which s/he would qualify if regularly assigned. Reinstatement to a permanent position shall occur as soon as practicable. In no case shall the permanent assignment be made later than the beginning of the next school year.

5. Lay-off/Recall Leave Provisions

If a teacher is on layoff, and recalled, said teacher may request a child-rearing leave, family care leave, or maternity leave of absence.

D. Special Teacher Leaves

A regularly-employed staff member with a minimum of three (3) years of continuous employment with the Mount Clemens Community School District, will, upon written application, be granted a leave, without pay, for a period not to exceed one (1) year for full-time participation in an exchange teaching program, a military teaching program in a foreign country, the Peace Corps, the Teacher Corps, or a cultural travel or work program related to the teacher's professional responsibilities, provided the teacher states an intent to return to the school system. A one (1) year extension of the leave may be granted by the Board upon written application at least three (3) months before the expiration date of the leave period. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as s/he would have been, had the teacher taught in the District during such period. This paragraph does not apply to a graduate program.

E. Association Extended Leaves

Leaves of absence of not more than two (2) years without pay shall be granted upon application for the purpose of holding elected or appointed office in the NEA, MEA, MEA-NEA Local I, or an affiliate of NEA, MEA, MEA-NEA Local 1.

F. Uniformed Services Leave/National Guard

1. A leave of absence, without pay, shall be granted to a teacher who is inducted or enlists for uniformed services duty in any branch of the uniformed services of the United States. The period of the leave shall be governed by the length of the period of active duty or enlistment. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as s/he would have been had s/he taught in the District during such period.
2. Members of any National Guard Unit or any branch of the uniformed services called up for duty of not more than five (5) days' duration (unless extended by the Superintendent) shall be compensated for the difference between his/her regular pay and the pay received for the performance of such obligation. These days shall not be charged against accumulated leave time.

G. Extended Personal Leave

Any teacher with three (3) or more years of continuous service to the District may apply for a leave of absence for a period of one (1) year, which, if granted, may upon request be extended for a second year. The Board may grant such leave without pay and with no loss in accrued benefits. Upon return, the teacher shall be assigned to a position for

which the teacher is qualified. The three (3) or more years of continuous service provision applies only to leaves granted under this paragraph.

H. Public Office Leave

A leave of absence equal to two (2) years, without pay, before the beginning of, or at the conclusion of the school year, will be granted to a teacher to campaign for him/herself or to serve in a public office. Further extensions shall be granted at the will of the Board.

I. Sabbatical Leave

Subject to applicable Michigan law, teachers who have completed at least seven (7) years of service in the District and hold a Master's Degree may, upon proper written application and approval by the Board, be granted a sabbatical leave for one (1) year, under the following conditions:

1. Applications must be submitted to the Superintendent, on forms provided for this purpose, no later than April 1 of the school year proceeding the school year for which the leave is sought.
2. The work done during the sabbatical must be relevant to the teacher's assignment.
3. No more than two (2) teachers in the District shall be absent on sabbatical leave at any one time.
4. The teacher on sabbatical leave will file periodic reports with the Superintendent, as requested.
5. A sabbatical leave, once granted, cannot be terminated before the expiration date, except as otherwise agreed upon by the Board.
6. The teacher shall agree, in writing, to remain in the employ of the District for a period of not less than two (2) years following his/her return from a sabbatical leave.
7. While on leave, a teacher shall be considered employed by the Board and shall be paid one-half (1/2) of his/her current annual salary.
8. Upon return from a sabbatical leave, the teacher shall be placed at the same step on the salary schedule as the teacher would have been had he/she taught in the District during the leave. This provision does not affect the Board's right to reduce or layoff the teacher.

J. Return Rights

Return from leaves of absences under this section shall be governed by the following provisions, unless specifically modified by previous provisions: Returns from leaves of

absences shall be contingent upon written notification to the Board of intent to return no later than March 1 of the school year preceding the beginning of the school year when return is intended. This provision applies only to leaves which extend through the end of the school year. Not later than February 1, the Board shall notify teachers affected by this provision of the teacher's obligation to give written notification of the teacher's intent to return. Notification by the Board will be by certified mail at the teacher's last known address.

K. FMLA--Family and Medical Leave

The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act (FMLA) subject to the following conditions:

1. All requests for FMLA leave will be made to the Superintendent or designee.
2. When the need is foreseeable, the employee shall provide notice thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee will give as much notice as is practicable.
3. Proper certification of the reason for the leave must be provided.
4. An employee may be required, or choose, to use all available leave time (i.e., sick leave, personal leave, and/or vacation leave) with any balance of time being without pay. Written notification will be required.

At the end of the FMLA leave, the employee will be returned to his/her position held before the leave or an equivalent position.

SECTION 15 --- INSURANCE PROTECTION

- A. The Board shall provide all insurance benefits listed in Section A for a full twelve (12) month period of each school year for all bargaining unit employees and their eligible dependents, except for those bargaining unit employees electing benefits under Section B shall be provided, with the District paying the "hard cap" limit adjusted annually by the Michigan Treasury pursuant to the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq.

1. MESSA Choices II with the "saver Rx" prescription card for all bargaining unit employees who elect to have health/medical insurance. The deductible will be \$500/\$1000 and the OV/UC/ER co-pay will be \$20/\$25/\$50.

OR

MESSA ABC 1 (\$1300/\$2600) high deductible HSA plan.

2. MESSA/Delta Dental Plan which includes the following benefits:
 - Class I: 80%
 - Class II: 80%

- Class III: 80%
- Annual Max: \$1,500
- Class IV: 80%
- Lifetime Max: \$1,300
- 2 Cleanings

OR

MESSA/Delta Dental with internal and external coordination of benefits

- Class I: 50%
- Class II: 50%
- Class III: 50%
- Annual Max: \$1,500
- Class IV: 50%
- Lifetime Max: \$1,000
- 2 Cleanings

3. MESSA Term Life Insurance in the amount of forty thousand (\$40,000) for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. In the event of accidental dismemberment, the insurance will pay according to the schedule.

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

B. Bargaining unit employees not electing insurance benefits as described in Section A. above shall be provided by the Board with the following insurance benefits, for a full twelve (12) month period of each school year. The benefits listed below shall be provided to each employee not enrolled in benefits under Section A. above, and his/her eligible dependents, with the District paying the "hard cap" limit as adjusted annually by the Michigan Treasury pursuant to the Publicly Funded Health Insurance Contribution Act, MCL 15.561, et seq.

1. MESSA/Delta Dental Plan which includes the following benefits:

- Class I: 100%
- Class II: 90%
- Class III: 90%
- Annual Max: \$1,000
- Class IV: 90%
- Lifetime Max: \$1,500
- 2 Cleanings

OR

MESSA/Delta Dental with internal and external coordination of benefits

- Class I: 50%
- Class II: 50%
- Class III: 50%
- Annual Max: \$1,00
- Class IV: 50%
- Lifetime Max: \$1,000
- 2 Cleanings

2. MESSA Term Life Insurance in the amount of sixty thousand dollars (\$60,000) for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
 3. MESSA Dependent Term Life Insurance in the amount of ten thousand dollars (\$10,000) for each employee's spouse and five thousand dollars (\$5,000) for each dependent child as defined by MESSA.
 4. MESSA-VSP 3 Plus Vision Insurance including internal and external coordination of benefits.
- B. Bargaining unit employees who have other insurance and opt not to take insurance benefits as described in Section A. above shall be paid a total of \$6,000 per contract year. This stipend shall be paid \$500 per month for twelve (12) months, September to August, within five (5) working days after the first pay period of each month.
 - C. The Board shall provide MESSA Long-Term Disability Insurance for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of five thousand dollars (\$5,000.00) and shall begin after expiration of ninety (90) calendar days. Benefits shall continue, to age seventy (70) at no cost to the teacher for permanent disability. Any employee who receives long-term disability benefits shall not be eligible for any insurance benefits at District expense.
 - D. Bargaining unit employees who are employed after the start of the school year shall receive insurance benefits beginning as of the first day of employment and such benefits shall continue in force for the balance of each school year, including the summer months.
 - E. The Board shall provide insurance benefits listed above for those bargaining unit employees on health leaves, sabbatical leaves, absence because of long-term disability (as defined by the LTD insurance carrier), or while on sick leave day or sick bank usage.
 - F. The Board shall continue to provide insurance benefits listed above for sixty (60) days following the layoff of any teacher or to August 30th of the current year, depending on which is longer.
 - G. The Board shall establish an open enrollment of thirty (30) days, commencing the first day in each school year of this Agreement. The Board in cooperation with the insurance carrier(s) shall be responsible for providing all necessary enrollment application and claims materials.
 - H.
 1. It is understood that notwithstanding the rules or regulations of the insurance carrier(s), the Board shall guarantee the level and inclusion of all provisions of the insurance benefits as of the first day of this Agreement.
 2. If any insurance benefit is adjusted by action of the courts, the Legislature, or the Insurance Commission, the Board shall meet with the Association for purposes

of re-negotiating the affected insurance benefit(s).

- I. The Board agrees to apply the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985.

SECTION 16 -- RETIREMENT

- A. Because the education of students is adversely affected by personnel changes during the school year, teachers are expected to fulfill the terms of their contract within the limits of applicable statutes.
- B. In appreciation for services to the District, the Board shall pay a bargaining unit employee upon retirement \$100 for each year of service to the Mount Clemens Community School District beyond the first ten (10) years. However, it is expressly understood that if the parties agree to an Incentive Severance Plan, a teacher severing employment under the Severance Plan is not eligible for payment under this provision. Proof of retirement from the Michigan Public School Employees Retirement System is necessary before receipt of this benefit. Part-time teachers shall be paid on a pro-rata basis based on experience in the Mount Clemens Community School District.
- C. The Board shall pay the Teacher's State Retirement Contribution to the School Employee's Retirement Fund in the amount required by the State of Michigan as a percent of the salaries set forth in this Agreement.
- D. Payment for unused sick days

The Board will, at the teacher's option, either pay \$15.00 for each unused sick day accumulated above seventy-five (75) days for teachers retiring under the provisions of the MPSEB Act and giving irrevocable notice of retirement by June 30 of the last calendar year of employment. A teacher can redeem a maximum of up to 179 days.

OR

[The following option will expire permanently on June 30, 2020 and will be removed from the Agreement at that time unless both parties mutually agree to renew this provision.]

As an incentive for good attendance, the Board will pay to teachers retiring under the provisions of the MPSEB Act a payment equivalent to one hundred (100%) of one (1) year purchase of universal service credit, or ten thousand (\$10,000.00) dollars, whichever is less, if the teacher has accumulated at least 180 days as of the teacher's retirement date, and meets the following:

- (1) Full payment will be made if no days are used during any school year between August 1, 2006 and June 30, 2008. For purposes of this entire section, the term "used" includes redemption for cash under Section 13 (E) of the Agreement
- (2) 95% payment will be made if 1 or 2 days are used during any school year between August 1, 2006 and June 30, 2008.

- (3) 90% payment will be made if 3 days are used during any school year between August 1, 2006 and June 30, 2008.
- (4) If more than 3 days are used during any school year between August 1, 2006 and June 30, 2008, no payment will be made under this provision.
- E. Bargaining unit employees can neither receive nor loan sick leave days to other bargaining unit employees.
- F. The spouse of dependent(s) of any teacher who dies during his/her term of employment will be paid seventy-five (75%) of the substitute teacher pay rate, for each accumulated sick day, up to a maximum of one hundred (100) days.

SECTION 17 -- EVALUATION OF PROFESSIONAL STAFF EMPLOYEES

The work performance of all professional staff employees shall be evaluated in writing and shall conform to this Agreement. Professional staff employees shall be evaluated one (1) time during each school year using the agreed-upon evaluation tool.

- A. If a professional staff employee was scheduled for an evaluation during the school year and does not receive the written evaluation by June 1, the professional staff employee shall be considered as having performed his/her duties in a satisfactory manner.
- B. The Board and the Association shall review this section periodically upon request of the Board or the Association.
- C. The evaluation and the judgment of the evaluator in making the evaluation of an employee who meets the definition of a teacher under the Teachers' Tenure Act are not subject to the grievance procedure contained in Section 19 of this Agreement. However, any professional staff employee's response attached to a written evaluation may be admitted during any contractual or District proceedings. A professional staff employee's evaluation is subject to the Section 19 grievance procedure.
- D. If the professional staff employee is experiencing difficulty in the performance of his/her duties, the Association President will be informed of the situation. The Association will have the opportunity to provide input into the creation of an Improvement Program.

SECTION 18 -- PROTECTION OF TEACHERS

- A. The learning process depends, in large measure, upon the development of a well-regulated building environment in which teachers can teach and students can learn. This includes everything required by Section 5 (Teaching Conditions) of this Agreement. To this end, the formulation and revision of the school discipline policy must be a joint responsibility of the Board and the Association. If an assault occurs against the teacher, the Board will advise the teacher about his/her rights under the law, Board policy, and administrative regulations.

- B. In situations where the official discipline policies, in the opinion of the teacher(s) involved, are not effective or being implemented for students who are having serious behavior problems, the teacher(s) may seek assistance from the Superintendent and shall notify the principal in writing of such action. If the situation is not resolved by this process, the teacher retains the right to use the grievance procedure as outlined in this Agreement.
- C. Any case of physical or verbal assault upon a teacher shall be promptly reported to the Board or its designated representative. For any such assault which occurs during the performance of official duties, and within the scope of official District policy, the Board will provide legal counsel to advise the teacher of his/her rights and obligations as to such assault and shall provide all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. If any teacher is sued by reason of any action or inaction taken by a teacher, whose conduct is within the scope of official District policy, the Board will provide legal counsel and render all reasonable assistance to the teacher in his/her defense.
- E. Time lost by a teacher in connection with any incident mentioned in this Section shall not be charged against the teacher.
- F. The Board will reimburse teachers, in an amount not to exceed \$250.00 for proven loss, or damage, or destruction, while on school or a school-related duty, of a teacher's personal property, if the property is of a kind normally worn or brought into the school building or is used for school-related duty, providing the loss has not been caused by the negligence of the teacher. This obligation shall not encompass wear, tear, or gradual deterioration of property, or loss of money in excess of \$100.00. Neither shall it extend to any loss or damage of the motor vehicle of a teacher, in excess of \$100.00. Articles of personal property left unattended in a vehicle parked on school premises shall be included in this obligation, provided the loss is 'the result of a forcible entry of a securely locked vehicle or compartment, and provided reasonable proof of loss can be provided. This obligation shall extend only to that portion of any such loss which is not covered by insurance taken out by the teacher, and will be payable only after the teacher has first exhausted all possibility of collecting for such loss under his/her insurance, if any.
- G. If a teacher is injured in the line of duty, financial assistance for medical care shall be provided under the provisions of the Michigan Worker's Compensation Act. The teacher should notify his/her immediate supervisor or building principal by filing an accident report as soon as possible after the occurrence of the accident or injury.
- H. Any significant complaints by a person directed toward a professional staff employee shall be called to the professional staff employee's attention at the earliest time this can be accomplished. The name of the complainant will be identified when the complaint is considered serious enough to place in the professional staff employee's record, and no action will be taken until there is a conference between the complainant and the professional staff employee. If the matter is not satisfactorily resolved by the conference between the complainant and professional staff employee, the matter shall be handled in the following order: Principal, Superintendent or designee, and the Board. Beginning at the Principal's level, the professional staff employee and the Association will be involved. At all of these steps, the professional staff employee will be involved.

- I.
 1. When any significant complaint is made against a professional staff employee to any administrator by a group considered too large or unwilling to follow the procedure outlined in Section 18.H., above, that administrator will immediately notify the Association President and the professional staff employee (s) involved in the complaint.
 2. The complaining group shall be encouraged to air their concern(s) at a joint meeting of the Building Administrator(s) and the Superintendent. It is the professional staff employee's right to attend this meeting with a representative of his/her choice, an Association Representative and the Association President or a designated representative. If the professional staff employee elects not to attend this meeting, s/he may send a spokesperson.
 3. If a solution to the problem is not reached at this joint meeting, the Superintendent may create an Ad Hoc Committee whose responsibility it will be to review the complaint and make recommendations to the Superintendent within one (1) week on the solution to the problem. All parties named in the second paragraph shall receive copies of the Committee's recommendations.
 4. The membership of this Ad Hoc Committee shall consist of an equal representation of members of the community, the administration, and the Association. The Superintendent will meet with the Association President to select the community members of the Ad Hoc Committee. The Association shall select the teacher representatives. The Superintendent shall select the Administration representatives and determine the size of the Committee.
 5. If the complaining group cannot be induced to comply with the above procedure or rejects recommendations made in the course of the above procedure(s), steps shall be taken to provide for a Board hearing.
 6. The Association Representatives from the building involved in the complaint, the Association President or his/her designated representative may be present at the Board hearing. The teacher concerned and his/her chosen representative may be present as well. If the teacher elects not to attend s/he may send a spokesperson.
- J. The decision relating to the operation of the schools during severe inclement weather or under adverse conditions resulting from an act of God, or during a labor dispute with employees outside of the bargaining unit, rests with the Board. Due consideration will be given to the health, safety, and welfare of those involved. No teacher shall be required to report for work when school has been officially closed for such reasons, by decision of the Board of Education. Notice of closing and re-opening of school will be provided to local television/radio media outlets. The President of the MEA-NEA Local I, Mount Clemens, will be notified of any school closing and reopening by personal telephone contact prior to 6:00 a.m.
- K. If any day of school closing due to unforeseen conditions may not lawfully be counted to arrive at the annual instructional minimum required by law and/or to qualify the District for full state school aid, the Association and the Board shall immediately negotiate the

rescheduling of the instructional day(s) lost. It is expressly understood that the teachers shall not receive any additional compensation for the rescheduled day(s) and that the rescheduled instructional day(s) must occur before June 30.

SECTION 19 -- GRIEVANCE PROCEDURE

- A. Any claim by the Association, teacher, or group of teachers, that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through these procedures set forth herein.
- B. The primary purpose of the grievance procedure is to secure at the earliest level possible, equitable solutions to complaints or grievances of teachers or groups of teachers.
- C. For purposes of time limits contained in Section 19: A school day referred to below is defined as a teacher work day during the school calendar year and as a regularly-scheduled central office work day during the months of June, July, and August.
 - 1. The time limits specified in this procedure may be extended in any specific instance by mutual written agreement.
 - 2. Failure of the Board to report any decision within the specific time limit at any step of the grievance procedure shall automatically move the grievance to the next step in the grievance procedure.
 - 3. Failure of the Association to process the grievance within the specific time limit at any step in the grievance procedure will result in the grievance being withdrawn.
- D. The procedure for the consideration of grievances shall be as follows:

Level One

A teacher who has a complaint which s/he believes may be the basis of a grievance shall first discuss the matter on an informal basis with his/her immediate supervisor or principal, whoever is most directly concerned with the problem. Such complaint and a request for an informal meeting to discuss the matter must be brought to the attention of the immediate supervisor or principal not later than seven (7) school days after the occurrence which is the basis of the complaint. The principal or immediate supervisor will then make arrangements to hold such a meeting within seven (7) days after receiving the teacher's request for a Level One discussion.

Level Two

- 1. If the complaint is not resolved informally, the problem may be submitted to the immediate supervisor or principal and the Association, in writing, on the approved grievance form. It is expected that such notice will be filed not later than seven (7) school days after the informal discussion required under Level One.
- 2. Within seven (7) school days after receipt of the written grievance, the aggrieved person's immediate supervisor or principal shall submit his/her

decision, in writing, with supporting reasons, to the aggrieved person.

Level Three

1. If the aggrieved person decides to appeal the decision of the immediate supervisor or principal, s/he shall forward the grievance to the Association within seven (7) school days. The Association, within seven (7) school days, will determine whether to pursue the grievance. Notification of the Association's decision shall be forwarded on the approved form to the Superintendent and the aggrieved person. Should the Association decide not to pursue the grievance, the aggrieved person shall have the right to proceed, on his/her own, through Level Three only, of the outlined grievance procedure.
A grievance brought against an action by the Superintendent shall be initiated at this level.
2. The Superintendent/Designee, within seven (7) school days of a receipt of a grievance to be pursued, shall meet with representatives of the Association to discuss the grievance. Within seven (7) school days of that meeting, the Superintendent/Designee shall formulate a decision and forward it, on the approved form, to the Association.

Level Four

If the Superintendent/Designee and the Association are unable to resolve any grievance, and such grievance involves an alleged violation or misinterpretation of a specific section of the Agreement, the grievance may be appealed to arbitration within twenty (20) school days after the decision of the Superintendent/Designee. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board this said twenty (20) day period, and if not so delivered the grievance shall be abandoned. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject. If the parties are unable to agree upon an Arbitrator, one shall be appointed under the rules of the American Arbitration Association. The Arbitrator will confer with the parties and hold hearings promptly and will issue a decision not later than twenty (20) days from the date or close of the hearing.

The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation, or misapplication of a specific section of this Agreement has occurred and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan School Laws, the Constitutions of the United States and the State of Michigan, and all other applicable state and federal laws. At arbitration, the grievant may not raise new grounds not previously raised in the grievance process. The Arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under the law and this Agreement or to require any retroactive adjustment in compensation for more than fifteen (15) days before the date the grievance was filed.

The decision of the Arbitrator, if lawful and within the scope of the authority as

above set forth shall be final and binding.

The costs of the Arbitrator shall be shared equally by the parties; however, each party shall bear its own expense.

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

- E. If a teacher is required to participate in a professional grievance procedure during the normal hours of service as defined in Section 6 of this Agreement, the teacher will not suffer loss of pay or time.
- F. Nothing contained in this Agreement shall be construed to prevent an individual from pursuing a grievance and having a grievance adjusted through Levels Three and Four without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement, and the Association is provided with a written explanation of the terms of the adjustment.

SECTION 20 -- NEGOTIATION PROCEDURE

- A. All changes in this Agreement shall be made only through the mutual consent of the Board and the Association in a written and signed amendment to this Agreement.
- B. In any negotiations described in this section, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside of the District. It is recognized that no final agreement reached between the parties may be executed without ratification by the Board and the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary authority to make proposals, consider proposals, and make concessions in the cause of negotiations, subject only to the ratification process.
- C. If the parties fail to reach an agreement in any negotiations, either party may invoke the assistance of the Michigan Employment Relations Commission or take any other lawful measures which may be considered appropriate.
- D. All negotiations on behalf of the Association shall be held outside of the normal hours of service for teachers, as defined in Section 6 of this Agreement unless otherwise agreed by both parties.

SECTION 21 – SENIORITY AND QUALIFICATIONS

- A. Length of service is defined as the total full time equated active service to the District. Time spent on leave or lay-off will not count toward the total years of active service to the District. Employees on uniformed services leave, and employees required to provide services during a declared national emergency with Board approval, will continue to accrue seniority. Any teacher who terminates or is terminated loses his/her

seniority unless the teacher is reinstated.

B. The Superintendent or designee shall provide the Association President with the following information no later than April 15:

1. A seniority list (by rank order)
2. A list of all bargaining unit employees, including date of hire, certification, credentials, endorsements, highly qualified content area(s), and majors and minors, in that order, depending on AS400 programming capabilities. This list will be updated annually and sent to the Association

C. Qualified teachers shall be defined as follows:

1. Teachers who have earned a provisional, permanent, or professional education certificate in the required subject area, and who have:
 - a. Complied with all certification and continuing education requirements as promulgated by the Michigan Department of Education.
 - b. Completed ten (10) semester hours of college credit, or equivalent CEU's (subject to Administrative pre-approval), in a given subject area, or have taught in the subject area on a regular basis within the last five (5) years preceding the termination. This section applies to those individuals employed before August 31, 1990.
2. Teachers who are not prohibited by law to fulfill the duties of the position.

SECTION 22 – STAFFING

A. In cases requiring a reduction of the professional staff employee work force due to declining student enrollment within the District (secondary or elementary level) or budgetary necessity, or when a teacher professional staff employee returns from an involuntary leave, the following factors will be used:

1. The professional staff employee with the most District-wide seniority shall be retained, provided that s/he is fully credentialed and qualified as defined in this contract.
2. Whenever necessary in order to protect the most senior professional staff employee who has not been placed on layoff status, involuntary transfers and assignments will be made based on credentials and qualifications.
3. No person employed by the District, who has achieved tenure status outside of the bargaining unit, may displace a professional staff employee within the bargaining unit.

B. When involuntary transfers are necessary to retain the most senior professional staff employee(s) who have not been placed on layoff status, the administration shall transfer

professional staff employee(s). Such involuntary transfer shall not be grievable if implemented in accordance with Section 8.C.3.g.(1) of the Agreement.

- C. The Superintendent may meet with the Association to explain and discuss the proposed reduction of bargaining unit employees.
- D. Professional staff employees identified for layoff for the following school year shall be given at least sixty (60) days written notice before the end of the current school year except in a financial emergency or when a professional staff employee returns from an involuntary leave. When layoffs are made because of a financial emergency, or when a professional staff employee returns from an involuntary leave, the professional staff employees to be laid off shall be given at least sixty (60) days written notice before the effective date of layoff. At the time a professional staff employee is notified that s/he is to be laid off, the Board shall advise him/her of the recall procedures.

Notification will be via certified U.S. mail, or by an administrator in a private setting. There will be no "drop in" notification.

- E. The number of professional staff employees laid off shall approximate the projected number of positions to be eliminated.
- F. The Superintendent may advise the Association of all plans to reinstate positions and of the time bargaining unit employees will be recalled.
- G.
 - 1. Laid off professional staff employees shall be recalled to the first vacancy for which they are credentialed and qualified according to their seniority ranking.
 - 2. A laid off professional staff employee shall be considered laid off until s/he is reinstated by Board action, refuses an offer from the Board of a position for which s/he is qualified and credentialed, or fails to respond in writing within the ten (10) days of the receipt of a written offer to a position made by the Board.
 - 3. A laid-off professional staff employee shall be entitled to reject a part-time position without loss of his/her recall rights.
 - 4. Notification of intent to recall shall be in writing to the professional staff employee with a copy to the Association. The notification shall be sent by certified mail, return receipt requested, to the professional staff employee's last known address.
 - 5. Persons unable to return upon recall for physical or emotional reasons as determined by a physician mutually agreed upon by the teacher and the Board will be recalled upon the availability of a position for which they are certified and qualified and medical verification of their ability to return to work.
 - 6. If no teacher opts for an open position, forced transfer of employed professional staff employee(s) to the position will occur to permit the recall of a laid off professional staff employee. A forced transfer will be done in such manner that the least senior professional staff employee who is credentialed and qualified will be reassigned to facilitate the return of the senior certified and qualified non-

teaching professional staff employee on the recall list.

- H. As a result of termination occurring at the end of the school year, as outlined in this section, the bargaining unit employee shall be provided full insurance benefits to the end of the contract year. All benefits shall be reinstated in full as soon as possible after re-employment.

SECTION 23 -- MISCELLANEOUS PROVISIONS

- A. No polygraph, lie detector device, or electronic listening device shall be used by school officials in any investigation of any teacher.
- B. The Association shall address ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. A digital version of this Agreement shall be prepared by the Board. Current employees shall be provided a digital copy of the Agreement within five (5) days after ratification. The Association shall be provided with at least ten (10) printed and bound copies of the Agreement. Any addendum shall be provided in digital form to each bargaining unit employee immediately after ratification.
- D. The school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
- E. Teachers who have been accepted for a summer institute may, at the discretion of the Superintendent and based upon the benefits to the District, be excused from the last week of school without loss of benefits.
- F. Should the calendar and/or clock hour schedule fail to meet the requirement(s) for state aid entitlement in full, the Board representatives and the Association shall revise the calendar and/or clock hour schedule.
- G. If a teacher's end-of-year obligations are not completed on the Records Day provided by the calendar, it will be the teacher's responsibility to complete these obligations on the next school business day.
- H. If the Board authorizes the development or revision of Board policy addressing communicable diseases, the Board will provide the Association, before adoption or implementation, notice and opportunity to bargain on said policies to the extent that they impact terms and conditions of employment of bargaining-unit employees.
- I. The Board will not apply for any public school academy contract with another body authorized to grant such request.
- J. Teachers assigned to the extended day/extended year program, shall receive a 16%

pay differential. No person shall be involuntarily transferred from the extended year/day program unless required due to declined enrollment, or to maximize employment.

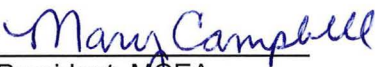
- K. An emergency manager appointed under the Local Financial Stability and Choice Act, PA 436 of 2012, has the authority to reject, modify, or terminate the Agreement as provided in this Act.

SECTION 24 -- DURATION

- A. This Agreement and all its provisions shall become effective July 1, 2016, and shall remain in effect through June 30, 2020.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions 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 any application of the Agreement to any teacher or group of teachers is found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law.

MCEA – MEA-NEA Local 1

By 
President, MEA-NEA Local 1

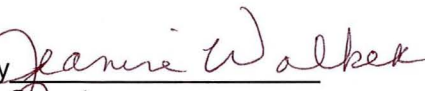
By 
President, MCEA

By 
Spokesperson

Mt. Clemens Board of Education

By 
President

By 
Vice-President

By 
Secretary

By 
Superintendent

APPENDIX A

To the extent possible, building schedules shall contain approximately the minimum number of hours of instruction as required by the State of Michigan.

The first Tuesdays of each month (September through May) are designated for one (1) hour staff building meetings. Any change to the first Tuesday schedule will require approval from the Association President.

2016-2017 District Calendar (180 student days/183 teacher days)

Tuesday, August 30, 2016	PreK-12 Professional Development
Wednesday, August 31, 2016	AM - Teacher Orientation - 1 hour Union Mtg. - Bldg. Mtg. PM - Classroom
September 1-5, 2016	No School - Labor Day Recess
Tuesday, September 6, 2016	Classes Morning Only PM Classroom
Monday, October 31, 2016	Classes Morning Only Professional Development
Friday, November 4, 2016	Classes Morning Only PM Records End of the First Marking Period
Tuesday, November 8, 2016	No School - Professional Development
Thursday, November 10, 2016	Classes Morning Only--PreK-12 Parent Conferences PM and Evening
Friday, November 11, 2016	Classes Morning Only PM Elementary Parent Conferences/Secondary PD
November 23-25 2016	No School – Thanksgiving Recess
Monday, November 28, 2016	Classes Resume
Wednesday, December 21, 2016	PreK-12 Classes Morning Only PM Professional Development
December 22, 2016 - January 3, 2017	Holiday Recess
Wednesday, January 4, 2017	Classes Resume
Monday, January 16, 2017	No School - Martin Luther King Day
Thursday, January 26, 2017	Classes Morning Only – Secondary Exams PM Secondary Records/Elementary PD
Friday, January 27, 2017	Classes Morning Only 6 - 12 Exams--PM Records PreK-12 End of the Second Marking Period
Thursday, February 16, 2017	Classes Morning Only--PM Professional Development
February 17-21, 2017	No School - Mid Winter Recess
Wednesday, February 22, 2017	Classes Resume
Tuesday, March 14, 2017	Classes Morning Only PM Professional Development
Friday, March 31, 2017	Classes Morning Only PM Records End of the Third Marking Period
April 3-9	Spring Break
Monday, April 10, 2017	School Resumes
Tuesday, April 11, 2017	Seniors No School Early Release 6-11 / Secondary PD
Thursday, April 13, 2017	Classes Morning Only PreK -12 Parent Conferences PM and Evening
Friday, April 14, 2017	No School—Good Friday
Tuesday, May 9, 2017	Classes Morning Only Professional Development
Friday, May 26, 2017	Classes Morning Only Teacher Compensation
Monday, May 29, 2017	No School – Memorial Day Observation
Thursday, June 15, 2017	Classes Morning Only AM 6 - 12 Exams--PM Records PreK-12
Friday, June 16, 2017	Classes Morning Only AM 6 - 12 Exams--PM Records PreK-12 End of the Fourth Marking Period

Work Hours: Elementary 1131 (1101 instructional/30 PD) Secondary 1131 (1099 instructional/32 PD)

ECSE Speech Pathologists will begin their year on Tuesday, August 23, 2016 in order to complete evaluations in time for students to begin school on September 6, 2016. Accordingly, their year will end on Friday, June 9, 2017. This change to the ECSE speech pathologists year is a one-year agreement. The Association and Board will discuss whether or not to continue this arrangement before June 30, 2017.

2016/2017 School Year District Calendar

Summary of Teacher Days

**First Day for Teachers is August 30, 2016*

First Marking Period September 6 – November 4, 2016

	<u>Teacher Days</u>	<u>Student Days</u>
August	2	0
October	21	21
November	<u>4</u>	<u>4</u>
First marking period Totals	46	44

Second Marking Period

November 7 – January 27

	<u>Teacher Days</u>	<u>Student Days</u>
November	15	14
December	15	15
January	<u>17</u>	<u>17</u>
Second marking period Totals	47	46

Third Marking Period

January 30 – March 31

	<u>Teacher Days</u>	<u>Student</u>
January	2	2
February	17	17
March	<u>23</u>	<u>23</u>
Third marking period Totals	42	42

Fourth Marking Period

April 3 – June 16

	<u>Teacher Days</u>	<u>Student Days</u>
April	14	14
May	22	22
June	<u>12</u>	<u>12</u>
Fourth marking period Totals	48	48

Summary

	<u>Teacher Days</u>	<u>Student Days</u>
First marking period	46	44
Second marking period	47	46
Third marking period	42	42
Fourth marking period	<u>48</u>	<u>48</u>
Yearly total	183	180

2017-2018 District Calendar (180 student days/183 teacher days)

Tuesday, August 29, 2017	PreK-12 Professional Development
Wednesday, August 30, 2017	AM - Teacher Orientation - 1 hour Union Mtg. - Bldg. Mtg. PM - Classroom
August 31-September 4, 2017	No School - Labor Day Recess
Tuesday, September 5, 2017	Classes Morning Only—PM Classroom Time
Tuesday, October 31, 2017	Classes Morning Only—PM Professional Development
Friday, November 3, 2017	Classes Morning Only—PM Records End of the First Marking Period
Tuesday, November 7, 2017	No School - Professional Development
Thursday, November 9, 2017	Classes Morning Only--PreK-12 Parent Conferences PM and Evening
Friday, November 10, 2017	Classes Morning Only PM Elementary. Conferences - Secondary. Professional Development
November 22- 24, 2017	No School - Thanksgiving Recess
Monday, November 27, 2017	Classes Resume
Wednesday, December 20, 2017	Classes Morning Only—PM Professional Development
December 21, 2017- January 2, 2018	Holiday Recess
Wednesday, January 3, 2018	Classes Resume
Monday, January 15, 2018	No School - Martin Luther King Day
Thursday, January 25, 2018	Classes Morning Only—Secondary Exams PM Secondary Records/Elementary Professional Development
Friday, January 26, 2018	Classes Morning Only--Secondary Exams K-12 Records PM End of the Second Marking Period
Thursday, February 15, 2018	Classes Morning Only-- Professional Development
February 16-20, 2018	No School - Mid-Winter Recess
Wednesday, February 21, 2017	Classes Resume
Tuesday, March 13, 2018	Classes Morning Only-- Professional Development
Thursday, March 29, 2018	Classes Morning Only-- Records PM End of the Third Marking Period
Friday, March 30, 2018	No School
Monday, April 2-8, 2018	Spring Recess
Monday, April 9, 2018	School Resumes
Tuesday, April 10, 2018	Seniors No School Early Release 6-11--Secondary PD
Thursday, April 12, 2018	Classes Morning Only--PreK -12 Parent Conferences PM and Evening
Tuesday, May 8, 2018	Classes Morning Only-- Professional Development
Friday, May 25, 2018	Classes Morning Only-- Teacher Compensation
Monday, May 28, 2018	No School – Memorial Day
Thursday, June 14, 2018	Classes Morning Only—Secondary Exams/ K-12 Records PM
Friday, June 15, 2018	Classes Morning Only—Secondary Exams/ K-12 Records PM End of the Fourth Marking Period

Work Hours: Elementary 1131 (1101 instructional/30 PD) Secondary 1131 (1099 instructional/32 PD)

2017-2018 School Year District Calendar

Summary of Teacher Days

**First Day for Teachers is August 29, 2017*

First Marking Period September
5-November 3

	<u>Teacher Days</u>	<u>Student Days</u>
August	2	0
September	19	19
October	22	22
November	<u>3</u>	<u>3</u>
First marking period Totals	46	44

Second Marking Period
November 6 – January 26

	<u>Teacher Days</u>	<u>Student Days</u>
November	16	15
December	14	14
January	<u>17</u>	<u>17</u>
Second marking period Totals	47	46

Third Marking Period
January 29 – March 30

	<u>Teacher Days</u>	<u>Student Days</u>
January	3	3
February	1	17
March	<u>21</u>	<u>21</u>
Third marking period Totals	41	41

Fourth Marking Period
April 9 – June 15

	<u>Teacher Days</u>	<u>Student Days</u>
April	16	16
May	22	22
Jun	<u>11</u>	<u>11</u>
Fourth marking period Totals	49	49

Summary

	<u>Teacher Days</u>	<u>Student Days</u>
First marking period	46	44
Second marking period	44	43
Third marking period	47	47
Fourth marking period	<u>46</u>	<u>46</u>
Yearly total	183	180

2018-2019 District Calendar (180 student days/183 teacher days)

Tuesday, August 28, 2018	PreK-12 Professional Development
Wednesday, August 29, 2018	AM - Teacher Orientation - 1 hour Union Mtg. - Bldg. Mtg. PM – Classroom Work Time
August 30-September 3 2018	No School - Labor Day Recess
Tuesday, September 4, 2018	Classes Morning Only— PM Classroom Time
Wednesday, October 31, 2018	Classes Morning Only—PM Professional Development
Friday, November 2, 2018	Classes Morning Only—PM Records Day End of the First Marking Period
Tuesday, November 6, 2018	No School - Professional Development
Thursday, November 8, 2018	Classes Morning Only—PreK-12 Parent Conferences PM and Evening
Friday, November 9, 2018	Classes Morning Only PM Elementary Conferences - Secondary Professional Development
November 21-23, 2018	No School - Thanksgiving Recess
Monday, November 26, 2018	Classes Resume
Thursday, December 20, 2018	Classes Morning Only— PM Professional Development
December 21, 2018- January 2, 2019	Holiday Recess
Thursday, January 3, 2019	Classes Resume
Monday, January 21, 2019	No School - Martin Luther King Day
Thursday, January 24, 2019	Classes Morning Only--Secondary Exams PM Secondary Records/Elementary Professional Development
Friday, January 25, 2019	Classes Morning Only— Secondary Exams K-12 Records PM End of the Second Marking Period
Thursday, February 14, 2019	Classes Morning Only— Professional Development
February 15-19, 2019	No School – Mid-Winter Recess
Wednesday February 20, 2019	Classes Resume
Tuesday, March 12, 2019	Classes Morning Only— Professional Development
Friday, March 29, 2019	Classes Morning Only— Records PM End of the Third Marking Period
Monday, April 1-7, 2019	Spring Recess
Monday, April 8, 2019	School Resumes
Tuesday, April 9, 2019	Seniors No School Early Release 6-11-Secondary PD
Thursday, April 11, 2019	Classes Morning Only—PreK -12 PTC Conferences PM and Evening
Friday, April 19, 2019	No School
Tuesday, May 7, 2019	Classes Morning Only— PM Professional Development
Friday, May 24, 2019	Classes Morning Only— Teacher Compensation
Monday, May 27, 2019	No School – Memorial Day
Thursday, June 13, 2019	Classes Morning Only— Secondary Exams / K-12 Records PM
Friday, June 14, 2019	Classes Morning Only— Secondary Exams / K-12 Records PM End of the Fourth Marking Period

Work Hours: Elementary 1131 (1101 instructional/30 PD) Secondary 1131 (1099 instructional/32 PD)

2018-2019 School Year District Calendar

Summary of Teacher Days

**First Day for Teachers is August 29, 2018*

First Marking Period September 4-November 2

	<u>Teacher Days</u>	<u>Student Days</u>
August	2	0
September	19	19
October	23	23
November	<u>2</u>	<u>2</u>
First marking period Totals	46	44

Second Marking Period November 5 – January 25

	<u>Teacher Days</u>	<u>Student Days</u>
November	17	16
December	14	14
January	<u>16</u>	<u>16</u>
Second marking period Totals	47	46

Third Marking Period January 28 – March 29

	<u>Teacher Days</u>	<u>Student Days</u>
January	4	4
February	17	17
March	<u>21</u>	<u>21</u>
Third marking period Totals	42	42

Fourth Marking Period April 8 – June 14

	<u>Teacher Days</u>	<u>Student Days</u>
April	16	16
May	22	22
June	<u>10</u>	<u>10</u>
Fourth marking period Totals	48	48

Summary

	<u>Teacher Days</u>	<u>Student Days</u>
First marking period	46	44
Second marking period	44	43
Third marking period	47	47
Fourth marking period	<u>46</u>	<u>46</u>
Yearly total	183	180

2019-2020 District Calendar (180 student days/183 teacher days)

Tuesday, August 27, 2019	PreK-12 Professional Development
Wednesday, August 28, 2019	AM - Teacher Orientation - 1 hour Union Mtg. - Bldg. Mtg. PM - Classroom Work Time
August 29-September 2, 2019	No School - Labor Day Recess
Tuesday, September 3, 2019	Classes Morning Only—PM Classroom Time PM
Tuesday, October 15, 2019	Classes Morning Only—PM Professional Development
Friday, November 1, 2019	Classes Morning Only—PM Records End of the First Marking Period
Tuesday, November 5, 2019	No School - Professional Development
Thursday, November 7, 2019	Classes Morning Only—PreK-12 Parent Conferences PM and Evening
Friday, November 8, 2019	Classes Morning Only PM Elementary Conferences - Secondary Professional Development
November 27-29, 2019	No School - Thanksgiving Recess
Monday, December 2, 2019	Classes Resume
Friday, December 20, 2019	Classes Morning Only—PM Professional Development
December 23, 2019-January 6, 2020	Holiday Recess
Monday, January 6, 2020	Classes Resume
Monday, January 20, 2020	No School - Martin Luther King Day
Thursday, January 23, 2020	Classes Morning Only--Secondary Exams PM Secondary Records/Elementary Professional Development
Friday, January 24, 2020	Classes Morning Only—Secondary Exams K-12 Records PM End of the Second Marking Period
Thursday, February 13, 2020	Classes Morning Only—Professional Development
Friday, February 14-18, 2020	No School – Mid-Winter Recess
Wednesday February 10, 2020	Classes Resume
Tuesday, March 10, 2020	Classes Morning Only—Professional Development
Friday, April 3, 2020	Classes Morning Only—Records PM End of the Third Marking Period
Monday, April 6-12, 2020	Spring Recess
Monday, April 13, 2020	Classes Resume
Tuesday, April 14, 2020	Seniors No School
Thursday, April 16, 2020	Early Release 6-11-Secondary PD Classes Morning Only— PreK-12 PTC Conferences PM and Evening
Tuesday, May 5, 2020	Classes Morning Only—PM Professional Development
Friday, May 22, 2020	Classes Morning Only—Teacher Compensation
Monday, May 25, 2020	No School – Memorial Day Recess
Thursday, June 11, 2020	Classes Morning Only— Secondary Exams / K-12 Records PM
Friday, June 12, 2020	Classes Morning Only— Secondary Exams / K-12 Records PM End of the Fourth Marking Period

Work Hours: Elementary 1131 (1101 instructional/30 PD) Secondary 1131 (1099 instructional/32 PD)

2019-2020 School Year District Calendar**Summary of Teacher Days****First Day for Teachers is August 27, 2019*

First Marking Period September**3-November 1**

	<u>Teacher Days</u>	<u>Student Days</u>
August	2	0
September	20	19
October	22	23
November	<u>2</u>	<u>2</u>
First marking period Totals	46	44

Second Marking Period**November 4 – January 24**

	<u>Teacher Days</u>	<u>Student Days</u>
November	17	16
December	15	15
January	<u>14</u>	<u>14</u>
Second marking period Totals	46	45

Third Marking Period**January 27 – April 5**

	<u>Teacher Days</u>	<u>Student Days</u>
January	5	4
February	17	17
March	22	21
April	<u>3</u>	<u>3</u>
Third marking period Totals	47	47

Fourth Marking Period**April 6 – June 12**

	<u>Teacher Days</u>	<u>Student Days</u>
April	14	14
May	20	20
June	<u>10</u>	<u>10</u>
Fourth marking period Totals	44	44

Summary

	<u>Teacher Days</u>	<u>Student Days</u>
First marking period	46	44
Second marking period	46	45
Third marking period	47	47
Fourth marking period	<u>44</u>	<u>44</u>
Yearly total	183	180

SCHEDULE B-1: ADDITIONAL COMPENSATION FOR EXTRA DUTIES

When teachers agree to share an extra duty assignment, they will receive a pro-rata share of the compensation identified for that assignment.

POSITION	AMOUNT
Acting Elementary Principal	1,750
BloodBornePathogensCoordinator	300
Business Professionals of America	2,000
Building Test Coordinator	500
Chaperone (Elementary and Middle School)	10 per event
Class Sponsor:	
Senior Class	650
Junior Class	1000
Sophomore Class	650
Freshman Class	650
Courtyard Club – High School	300
Content Leaders	1,500
Math	
English	
Science	
Social Studies	
Fall Play Director	1,500
Spring Musical Director	1,800
Vocal Coach	1,300
Pit Conductor	800
Elementary Bus Duty Coordinator	1,650
Fine Arts Coordinator Mentor	Per hour see Section 12.C.1.a
Music:	(200 per teacher mentored)
Secondary Director of Bands	2,160
Secondary Assistant Director of Bands	2,160
Marching Band Director	720
Assistant Marching Band Director	720
H.S. Jazz Band	720
M.S. Jazz Band	720
Vocal Director - High School & Middle School	900
National Honor Society	900
Newspaper Sponsor	
Elementary	900
Middle School	900
High School	3,000
Peer Mediation – High School	300
Planetarium Director	2,000
Quiz Bowl	1,200
S.A.D.D.	900
School Improvement Team Chairperson*	1,100
School Improvement Team Member	450 per person

Science Olympiad:	
Elementary	900
Middle School	1,100
High School	1,100
Student Assembly – High School	1,650
Student Council	
Elementary	1,350
Middle School	1,350
Yearbook Sponsor	
High School	1,400

*No individual teacher shall simultaneously be compensated as a member of the SIT and the Chairperson.

Mileage paid at IRS rate

SCHEDULE B-2: ATHLETIC COACHES INTERSCHOLASTIC SPORTS

<u>POSITION</u>	<u>AMOUNT</u>	<u>FALL</u>
<u>SPORTS SEASON</u>		
Boys' Football		
Head Varsity	4,800	
Assistant Varsity	3,200	
Junior Varsity	2,800	
Freshman	2,800	
Middle School	2,000	
Girls' Volleyball		
Head Varsity	4,800	
Junior Varsity	3,200	
Freshman	2,800	
Middle School	2,000	
Cross Country		
Head Varsity	3,600	
Assistant Varsity	2,400	
Boys' Tennis		
Head Varsity	3,600	
Assistant Varsity	2,400	
Girls Swimming		
Head Varsity	3,600	
Assistant Varsity	2,400-	
Boys' Soccer		
Head Varsity	3,600	
Assistant Varsity	2,400	
Middle School	2,400	
Cheerleader		
Coach	2,000	
Assistant Coach	1,000	

WINTER SPORTS SEASON

Girls' Basketball	
Head Varsity	4,800
Junior Varsity	3,200
Freshman	2,800
Middle School	2,000

Boys' Basketball	
Head Varsity	4,800
Junior Varsity	3,200
Freshman	2,800
Middle School	2,000

Boys' Wrestling	
Head Varsity	4,800
Assistant Varsity	3,200
Freshman	2,800

Boys' Swimming	
Head Varsity	3,600
Assistant Varsity	2,400

SPRING SPORTS SEASON

Boys' Track	
Head Varsity	4,800
Assistant Varsity	2,800
Freshman	2,400
Middle School	

Girls' Track	
Head Varsity	4,000
Assistant Varsity	2,800
Freshman	2,400
Middle School	2,000

Girls' Tennis	
Head Varsity	3,600
Assistant Varsity	2,400

Girls' Softball	
Head Varsity	3,600
Junior Varsity	2,800
Freshman	2,400
Middle School	2,000

Boys' Baseball	
Head Varsity	3,600
Junior Varsity	2,800
Freshman	2,400

Girls' Soccer	
Head Varsity	3,600
Assistant Varsity	2,400

Golf

AA

Head Varsity	2,800
Scouting	
Football	110
Basketball	110

Each coach will be provided with an Athletic Handbook as adopted by the Board. Coaching positions that have been posted for four (4) consecutive years and not filled by a bargaining unit employee will only have to be posted at the discretion of the Board or if the position is vacated by the current coach.

SCHEDULE B-3: PAY DIFFERENTIAL RELATED TO TEACHING DUTIES

POSITION	AMOUNT
-----	-----
Teachers with Michigan Vocational Education or Occupational Education Certificates currently being used*	450
Social Worker (with a two year Master Degree)	360

*All Vocational Education teachers shall attend two Occupational Advisory Committee meetings per year. They may, if they wish, attend additional meetings when such are held during the school year. They shall be compensated for such attendance at the non-teaching hourly rate.

SCHEDULE B-4: COST OF LIVING ADJUSTMENT (C.O.L.A.)

Note: This language is not applicable to this Agreement. The purpose is solely for historic value or future use.

Each teacher shall receive a cost of living adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumer for the Detroit Metropolitan Area published by the Bureau of Labor statistics, U.S. Department of Labor (1967-100) and hereafter referred to as the CPI, subject to the terms of this provision. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase (not to exceed 5%), rounded to the nearest one-tenth of one percent, of the CPI multiplied by the appropriate salary steps as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of the April of the year in which the C.O.L.A. is to be paid; the remainder shall then be divided by the CPI of April of the previous year. The resulting amount of money shall then be paid, less appropriate payroll deductions, rounded to the nearest \$1.00 to each teacher no later than June 30 of the year in which the C.O.L.A. is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule but shall be paid by a check separate from the teacher's regular paycheck. The maximum amount of the percent increase which shall be paid under the terms of this provision shall not exceed 5%.

EXAMPLE: April 1979, Detroit CPI 187.9
 April 1980, Detroit CPI 202.8
 202.8 - 187.9 = 14.9
 14.9 - 187.9 = 7.9%

each step on salary schedule by 1.05 to determine the adjusted salary schedule

GENERAL

Multiply

1. Proration - in the event a teacher does not complete the school year or is employed for less than the full school year, the Cost of Living Adjustment shall be prorated based upon a ratio of the number of workdays each teacher worked to the number of regular year days (183) and the extended year days to 184 workdays multiplied by the Cost of Living Adjustment.
2. Consumer Price Index Information - in the event the Bureau of Labor Statistics terminates publication of the monthly Consumer Price Index information required for purposes of this provision or substantially modifies the manner of calculating such information, representatives of the Board and Local I agree to meet for the purpose of negotiating the terms of the Cost of Living Adjustment provision. Also, if receipt by the District of Consumer Price Index information from the Bureau of Labor statistics is delayed for reasons beyond the control of the District, payment of the Cost of Living Adjustment shall be made as soon as possible following the receipt of such information.
3. The COLA adjustment shall be applied to all salary lanes, longevity payments, long-term disability payments (in the year in which the payments commence), short-term disability payments, and all payments made pursuant to Schedules B-1 and B-2

Schedule B-5: 2016-2017 Salary Schedule

Step	BA	MA	Spec	PhD
1	38241	41250	43623	46304
1.5	41856	48441	51227	54374
2	42850	49826	52686	55930
2.5	43898	51294	54246	57578
3	44947	52759	55798	59220
3.5	46048	54312	57436	60967
4	47148	55860	59077	62713
4.5	48301	57513	60824	64566
5	49448	59155	62568	66418
5.5	50663	60903	64419	68381
6	51869	62645	66259	70349
6.5	53144	64494	68216	72428
7	54417	66340	70172	74609
7.5	55752	68273	72239	76716
8	57084	72235	76200	80922
8.5	58540	-	-	-
9	61521	-	-	-

All bargaining unit employees will be paid on schedule. For 2016-2017, a 7.0% off-schedule reduction will be taken, spread across the entire payroll year.

All bargaining employees will move a half (1/2) step on the salary schedule for 2016-2017.

Those employees who are eligible for longevity payments will receive the full longevity amount.

Voluntary Severance Plan for retirement/resignation if written notice to HR Office by 4:00 pm, May 20, 2016:

Notification is irrevocable

MA8, Spec8, PhD8: \$20,000 payment

BA9: \$15,000 payment

The District shall render this payment on the employee's behalf no later than June 30, 2016 directly to a 403(b) account managed through Paradigm Equities, Inc., which is a wholly-owned subsidiary of MEA Financial Services.

Schedule B-5: 2017-2018 Salary Schedule

Step	BA	MA	Spec	PhD
1	38241	41250	43623	46304
1.5	41856	48441	51227	54374
2	42850	49826	52686	55930
2.5	43898	51294	54246	57578
3	44947	52759	55798	59220
3.5	46048	54312	57436	60967
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5	49448	59155	62568	66418
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6	51869	62645	66259	70349
6.5	53144	64494	68216	72428
7	54417	66340	70172	74609
7.5	55752	68273	72239	76716
8	57084	72235	76200	80922
8.5	58540	-	-	-
9	61521	-	-	-

All bargaining unit employees will be paid on schedule. For 2017-2018, a 7.0% off-schedule reduction will be taken, spread across the entire payroll year.

All bargaining employees will move a half (1/2) step on the salary schedule for 2017-2018.

Those employees who are eligible for longevity payments will receive a half (1/2) of the longevity amount.

Schedule B-5: 2018-2019 Salary Schedule

Step	BA	MA	Spec	PhD
1	38241	41250	43623	46304
1.5	41856	48441	51227	54374
2	42850	49826	52686	55930
2.5	43898	51294	54246	57578
3	44947	52759	55798	59220
3.5	46048	54312	57436	60967
4	47148	55860	59077	62713
4.5	48301	57513	60824	64566
5	49448	59155	62568	66418
5.5	50663	60903	64419	68381
6	51869	62645	66259	70349
6.5	53144	64494	68216	72428
7	54417	66340	70172	74609
7.5	55752	68273	72239	76716
8	57084	72235	76200	80922
8.5	58540	-	-	-
9	61521	-	-	-

All bargaining unit employees will be paid on schedule. For 2018-2019, a 7.0% off-schedule reduction will be taken, spread across the entire payroll year.

All bargaining employees will move a half (1/2) step on the salary schedule for 2018-2019.

Those employees who are eligible for longevity payments will receive a half (1/2) of the longevity amount.

Schedule B-5: 2019-2020 Salary Schedule

Step	BA	MA	Spec	PhD
1	38623	41663	44059	46767
1.5	42275	48925	51739	54918
2	43279	50324	53213	56489
2.5	44337	51807	54788	58154
3	45396	53287	56356	59812
3.5	46508	54855	58010	61577
4	47619	56419	59668	63340
4.5	48784	58088	61432	65212
5	49942	59747	63194	67082
5.5	51170	61512	65063	69065
6	52388	63271	66922	71052
6.5	53675	65139	68898	73152
7	54961	67003	70874	75355
7.5	56310	68956	72961	77483
8	57655	72957	76962	81731
8.5	59125	-	-	-
9	62136	-	-	-

1% is added on-schedule to all steps and lanes.

All bargaining unit employees will be paid on schedule. For 2019-2020, a 7.0% off-schedule reduction will be taken, spread across the entire payroll year.

All bargaining employees will move one (1) full step on the salary schedule for 2019-2020.

Those employees who are eligible for longevity payments will the full longevity amount.

APPENDIX C

POSITIONS EXCLUDED FROM BARGAINING UNIT

1. Superintendent of Schools
2. Assistant Superintendent(s)
3. Director of Curriculum, Instruction and Accountability
4. Administrative Assistant(s)
5. Principals
6. Assistant or Associate Principals
7. Director of Community Education
8. Director of Health, Physical Education and Athletics
9. Director of Student Personnel Services
10. Director of Exceptional Education
11. Coordinator of Instrumental Music*
12. Coordinator of Art*
13. Ombudsman
14. Administrative Intern
15. Director of Career Education
16. Substitute Teachers
17. Paraprofessionals
18. Facility Manager
19. Director of Personnel and Administrative Services
20. Athletic Director

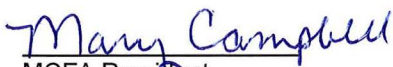
*The positions of Coordinator of Instrumental Music and Coordinator of Art, as listed above, shall retain their present job description and responsibilities until such time as a vacancy occurs in either position. Such vacancy will not be filled by an employee who will concurrently hold a bargaining unit position. The Association will be consulted before the establishment of any new position that might replace the present coordinators' positions.

APPENDIX D-1

LETTER OF
UNDERSTANDING
BETWEEN
MOUNT CLEMENS BOARD OF
EDUCATION AND
MEA-NEA LOCAL 1, MOUNT CLEMENS

Professional Staff Employee "Classroom" Visitations by Central Office Administrators

1. A minimum of one day's prior notification of a central office administrator's "classroom" visitation will be given to each professional staff employee visited unless there are unusual, extenuating circumstances.
2. The purpose of the "classroom" visitation is to assess the rate of implementation of new curriculum and instructional techniques and to provide a direct opportunity to determine the resource needs of staff.
3. The purpose of the classroom visitation is not to conduct an evaluation of the professional staff employee.
4. Any follow-up letters written by the Central Office Administrator giving an account of the visitation will only be sent to the professional staff employee with a copy to his/her building principal.
5. No discipline will be given to any professional staff employee who requests to discuss the "classroom" visitation letter, writes a reply to the letter, or makes no response to the letter.
6. Any follow-up letter will not be placed in the professional staff employee's personnel file and will not be used by any representative of the Board of Education or the Association throughout the evaluation process, or in any arbitration, tenure, or court proceeding, unless the visitation reveals an act of misconduct. Documentation regarding misconduct may be placed in a professional staff employee's personnel file and may be used by both parties throughout the disciplinary process.
7. For purposes of this Letter of Understanding, the term "classroom" refers to the professional staff employee's working area.


MCEA President


Board President


Local 1 President


Superintendent of Schools

JUNE 29, 1994 (revised, August 26, 2014 to meet PERA requirements)

APPENDIX D-2

LETTER OF UNDERSTANDING BETWEEN MOUNT CLEMENS BOARD OF EDUCATION AND MEA-NEA LOCAL 1, MOUNT CLEMENS

It is understood by the parties that basing any part of a salary increase on satisfactory evaluation, or the following modifications, is agreed to because of the current status of Mount Clemens High School being a "priority school" and therefore working on a "transformational plan" to be submitted to the State of Michigan Department of Education and the federal government. The parties recognize that this is in the best interests of the Board and the teachers while this plan remains in effect, and Mount Clemens has "priority school" designation. This agreement shall be non-precedent setting. It is specifically understood that the 2008-2012 agreement shall not be re-opened during its duration when ends August 31, 2012.

The parties also understand that while the school is subject to MCLA 380.1280C(8), and the transformational intervention model is being implemented:

(a) That any contractual or other seniority system that would otherwise be applicable shall not apply at the public school for the sole purpose of teacher assignment. This subdivision does not allow unilateral changes in pay scales or benefits.

(b) That any contractual or other work rules that are impediments to implementing the redesign plan shall not apply at the public school. Examples would be: extended learning time in core subjects, minutes in the student day, or days in the student year. This subdivision does not allow unilateral changes in pay scales or benefits. Compensation for any change in working conditions would have to be bargained.

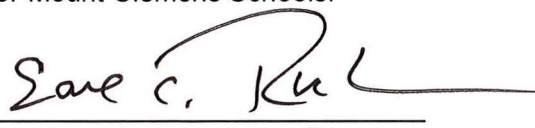
For MEA-NEA, Local 1, Mount Clemens:

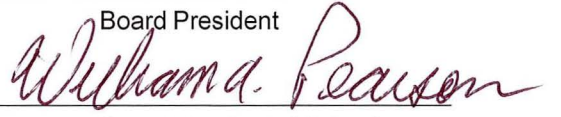


President


Local 1 President

For Mount Clemens Schools:



Board President


Superintendent of Schools

September 16, 2010

APPENDIX D-3
LETTER OF AGREEMENT
BETWEEN
MOUNT CLEMENS BOARD OF EDUCATION
AND
MEA-NEA LOCAL 1, MOUNT CLEMENS

Due to the extreme financial deficit and the state mandated deficit elimination plan, and due to the fact that all current Mount Clemens teachers have been recalled and are employed for the 2015-16 school year, the parties agree to the following one-time only agreement:

1. The Mount Clemens EA agrees to honor the District's request to staff three credit recovery positions at the Mount Clemens High School with non-bargaining unit members.
2. The Mount Clemens EA will allow Mount Clemens Community Schools to staff these positions with non-bargaining unit employees for only the 2016-17, 2017-18, 2018-19, 2019-20 school years; unless a current bargaining unit employee is laid off and in need of a position during these school years.
3. This agreement expires on June 29, 2020.

For MEA-NEA, Local 1, Mount Clemens:

Mary Campbell
President
Paula Herbert
Local 1 President

For Mount Clemens Community Schools:

Earl C. Rul
Board President
William A. Pearson
Superintendent of Schools

APPENDIX D-4

LETTER OF AGREEMENT
BETWEEN
MOUNT CLEMENS BOARD OF EDUCATION
AND
MEA-NEA LOCAL 1, MOUNT CLEMENS

Due to the extreme financial deficit and the state mandated deficit elimination plan, and due to the fact that all current Mount Clemens teachers have been recalled and are employed for the 2015-16 school year, the parties agree to the following one-time only agreement:

1. The parties agree that the Great Start Readiness Program ("GSRP") teaching positions remain bargaining unit work.
2. The Mount Clemens EA will allow Mount Clemens Community Schools to staff the GSRP teaching positions with non-bargaining unit employees unless a current bargaining unit employee with the certification to teach GSRP is laid off.
3. This agreement expires on June 29, 2020.

For MEA-NEA, Local 1, Mount Clemens:

Mary Campbell

President

Paula Gerhart

Local 1 President

For Mount Clemens Community Schools:

Steve C. Rul

Board President

William Pearson

Superintendent of Schools