

AGREEMENT

BETWEEN

CLARE PIONEER EDUCATION ASSOCIATION/MEA/NEA

AND

**THE CLARE BOARD OF EDUCATION
CLARE PUBLIC SCHOOLS**

July 1, 2008 – June 30, 2011

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ARTICLE 1 – RECOGNITION

- 1.0 The Board hereby recognizes the Clare Pioneer Education Association/MEA/NEA as the Exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel in the Clare Pioneer Education program, Clare Adult Education employees at Mid-Michigan Industries, Clare Adult Education employees at Mid Michigan Community College, and all other satellite locations. Supervisory and executive personnel, office, clerical, maintenance and operating employees, teacher-aides and lay assistants are specifically excluded.
- 1.1 The term "teacher" when used hereinafter in this Agreement shall refer to all employees in the bargaining unit as above defined.
- 1.2 The term "Board" shall include its officers and agents.
- 1.3 The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this Agreement.

ARTICLE 2 - RIGHTS OF THE BOARD

- 2.0 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - A. To the executive management and administrative control of the school system and its properties and facilities and the assigned school related activities of its employees.
 - B. To hire all employees and, subject to the provisions of law, to assess their capabilities, the conditions for their continued employment, their dismissal or demotion, and to promote or transfer all such employees.
 - C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 - D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids.
 - E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers.
- 2.1 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof.

- 2.2 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE 3 - ASSOCIATION RIGHTS

- 3.0 The Association shall have the right to the use of bulletin boards in faculty areas to post notices of its activities and other official matters of the Association. The Association may use the District mail service and teacher mail boxes for communications to teachers.
- 3.1 The Association shall have the right to use school equipment, designated for Clare Pioneer High School use, including any duplicating equipment, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided that all such equipment is operated subject to procedures approved by the respective community school director or manager. The Association shall pay for the cost of all materials and supplies incidental to such use. The Association agrees to reimburse the Board for any damage to equipment, other than normal wear, entrusted to its use and care.
- 3.2 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with, or interrupt normal school operations. All such representatives, other than those who are employees of the Clare Public Schools, shall make their presence known to the community school director, or the community school director's secretary, before entering any school building in the District.
- 3.3 The Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by reason of race, creed, color, national origin, sex, marital status, political activities or membership or participation in the activities of the Association or any other employee organization.
- 3.4 At the beginning of every school year, the Association shall be credited with three (3) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board in writing no less than five (5) days in advance of taking such leave. This leave shall not be used to support work stoppages or slow downs in this school district or in other districts.
- 3.5 Nothing contained herein shall be construed to deny or restrict to any teacher, or the Association, rights they individually or collectively have under the Michigan General School Laws or any other statutes or regulations of the state or federal government. All rights under the Michigan Teacher Tenure Act and the Michigan Public Employment Relations Act are specifically acknowledged.

ARTICLE 4 - PROTECTION OF TEACHERS

- 4.0 The Board recognizes its responsibility to continue to give support and assistance to all teachers with respect to the maintenance of control and discipline. The Association recognizes that each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom.
- 4.1 Suspension of students from school may be imposed only by the superintendent, or community school director, or their designated representative. Teachers and administrators will endeavor to achieve correction of student misbehavior through counseling and interviews with the student and his parents when warranted. Transfer of the student to another teacher, or other measures short of suspension, may first be exhausted. In order to expedite transfer of students to other teachers when warranted, the community school director may assign more than one teacher to the instruction of required subjects when feasible.
- 4.2 The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board and its agents, or required by law. The Association also recognizes that all disciplinary actions and methods invoked by teachers shall be reasonable and just and that disciplinary problems are less likely to occur when classes are well taught and where a high level of student interest is maintained.
- 4.3 A teacher may temporarily exclude a student from one class or for the day, when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the director, as promptly as his/her teaching obligation will allow, full particulars of the incident. A form shall be made available for such report. The report shall contain a section for the administrator to indicate the action taken by the administration. The director shall act as promptly as administrative action will allow in administering discipline.
- 4.4 A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student. Any assault by a student upon a teacher shall be promptly reported by the teacher to his immediate supervisor. In the event of such an assault, or if a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved may, through the Association, request assistance from the Board in such matter, including financial aid for the services of legal counsel. These requests shall be made in writing to the Superintendent of Schools, who will determine whether the conduct of the teacher involved justifies any assistance from the Board, and the extent thereof. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Worker's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
- 4.5 Teachers shall be expected to exercise reasonable care with respect to the safety of students and the property of students and the Board, but shall not be responsible for loss or damage to any such property when such loss or damage is not the fault of the teacher.
- 4.6 No teacher shall be required to administer medication prescribed for a student. No teacher shall be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her body functions nor render routine scheduled care or maintenance of exceptional

bodily functions (e.g. tracheotomy, diapering, use of the toilet, etc.) related to the student's impaired condition, if the teacher has not had adequate training and if the treatment unduly interferes with the educational process.

- 4.7 No teacher shall be required to transport any students for any reason.

ARTICLE 5 - TEACHERS' RIGHTS

- 5.0 Teachers shall have full rights afforded by the law of the State of Michigan and the United States.

- 5.1 No teacher shall be disciplined without just cause and due process.

- 5.2 Upon request, a laid off teacher shall be placed on a list of substitutes to be called for work in the District.

- 5.3 A teacher shall be informed by the administration that he is entitled to have present a representative of the Association when he is being disciplined.

- 5.4 Each teacher shall have the right, upon request, to review the contents of her/his own personnel files. A representative of the Association may, at the teacher's request, accompany the teacher in this review. When material is placed in a teacher's file which may be used as a basis for a reprimand, warning, or disciplinary action, the teacher shall receive a copy of the material placed in the file prior to the placement of said material and shall have the opportunity to submit a written response, which shall be attached to the original document.

- 5.5 The personal and private life of any bargaining unit member is not within the appropriate concern or attention of the Employer except when it negatively affects the teacher's professional performance.

- 5.6 Electronic Mail

Electronic mail is a Board-owned resource. Employees who use this system must realize that electronic communications are inherently vulnerable and non-private. To ensure productivity and good morale, the Board affirms that users of these systems shall have a limited zone of privacy subject to reasonable needs of the Board in assuring the rights of individuals, ensuring lawful conduct of all employees, and protecting the school system from the threat of litigation. Steps have been and are being taken by the employer to ensure the security of this system for users.

- 5.7 E-mail shall not be used for illegal purposes. E-mail may be subject to discovery in lawsuits, and to review by outside sources.

- 5.8 The Board may review electronic mail provided there is reasonable cause for doing so and, provided further, that there is no other reasonable way to secure the information being sought for review. Reasons for review might include a lawsuit against the Board, suspicion of a crime or violation of a Board policy, or a need to perform work or provide a service when the

employee is absent. If the volume of e-mail usage or the time an employee spends accessing the Internet impacts an employee's job performance, that would be another reason for review.

5.9 Before electronic mail may be reviewed, the following steps shall be taken:

- A. A form identifying the reason for review shall be put in writing and it shall specify the information sought.
- B. The form shall be signed and approved by the superintendent and the Board president.
- C. The form shall be presented to the Uniserv Director who shall hold the matter in confidence until the review has been completed to prevent tampering with the system or destruction of evidence.
- D. The Employer shall take appropriate steps to avoid reviewing information not specified in the form and recognizes a special obligation to ensure the privacy of such information. Unwarranted disclosure of information not specified in the form shall constitute a violation of this agreement. To the extent permitted by law, disclosure of the e-mail contents, information reviewed, or results of the review shall be limited purposes related to (and naturally flowing from) the reasons for review. For instance, if the review is caused by suspicion that a crime has been committed disclosure may be made for all purposes related to the full and fair investigation and/or prosecution of the crime. E-mail accessible only after it has been deleted shall not be retrieved unless necessitated by a criminal investigation.

ARTICLE 6 - TEACHING CONDITIONS

- 6.0 Teachers shall not be required to work under conditions, which endanger the health, safety, or well being of themselves or students they teach.
- 6.1 Teachers work environment including bathrooms shall be adequately cleaned, lighted, heated and ventilated.
- 6.2 The Board shall make reasonable attempts to provide teaching supplies and materials available in sufficient supply when needed.
- 6.3 Class sizes for daytime Clare Pioneer High School classes shall not exceed an average of twenty-eight (28) students for each teacher. (This provision shall apply beginning on the first school day following the first semester count day.)
- 6.4 Teachers should report any unsafe working conditions, in writing, to their immediate supervisor. Any alleged unsafe work condition reported by an employee shall be investigated. The Board shall take necessary steps to insure the safety and well-being of the staff.
- 6.5 The administration shall determine the placement and/or transfer of students with input from the staff.

- 6.6 The Board shall make every attempt to provide: 1) a separate desk and/or file with a lockable drawer space for each teacher and a computer for use in each teacher's classroom; 2) suitable space for each teacher to store coats, overshoes and personal articles; 3) chalkboard/whiteboard space in every classroom; 4) copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach; 5) an appropriate dictionary when requested by the teacher; 6) adequate storage space in each classroom for instructional materials whenever possible; and 7) a faculty work room and lounge.

ARTICLE 7 - TEACHING HOURS

- 7.0 Teachers when teaching during the school day shall have as a part of their normal hours the following:
- A. The normal weekly teaching load shall be five (5) teaching periods during a six (6) period day or six (6) teachings periods during a seven (7) period day, and one (1) unassigned conference – preparation period equal to the length to a teaching period per day.
 - B. The board shall provide a thirty (30) minute, unpaid, duty-free, lunch period for each teacher, except in emergency situations.
 - C. Teachers will report for duty twenty (20) minutes before the beginning of the pupil's school day and leave no earlier than ten (10) minutes after the close of the pupil's school day. The maximum teacher duty time shall be six (6) hours and forty (40) minutes per day.
- 7.1 Every effort will be made to secure a qualified substitute teacher when a teacher is absent for one-half ($\frac{1}{2}$) day or more. If a teacher works as a substitute teacher during his/her conference and preparation period, he/she shall receive compensation of twenty dollars (\$20.00) per teaching period. Conference and preparation periods may be used for purposes other than conference and preparation when this is necessary in the judgment of the principal. After ten (10) periods of substitute teaching assignments per year, the teacher shall be paid at his/her regular rate. The hourly rate shall be defined as the annual salary divided by $(179 * x \text{ assigned teaching hours/day})$ depending on the number of classes taught in a normal Pioneer School schedule. All substitute pay shall be paid at the end of each semester.

(* the number of days is the number of contractual teacher duty days.

- 7.2 Teachers will remain after the end of the school day for consultation with parents, staff meetings, and any other meetings called by the principals, superintendent, or their representatives. Two (2) days notice will normally be given prior to all meetings called by the administration, except in emergency situations, no more than sixteen (16) such meetings shall be called during the school year. The purpose of regular meetings shall be stated in advance, if possible, and shall normally have an agenda. Meetings of no more than one (1) hour duration shall be scheduled by the administration, except in cases of emergency. These emergency meetings shall not normally exceed fifteen (15) minutes.

ARTICLE 8 – SENIORITY

- 8.0 Seniority shall be defined as length of continuous service as measured from the date of hire. Seniority shall accumulate at the following rate: one (1) year for each academic year of full time work, (thirty [30] hours or more per week).
- Less than full time: 4-14 hours per week - .25 year credit
 15-19 hours per week - .50 year credit
 20-29 hours per week - .75 year credit
- 8.1 Failure to be employed as a result of a class not being offered shall not constitute a break in service. The teacher shall maintain his/her current seniority status.
- 8.2 Seniority shall be lost upon resignation, retirement and/or discharge from the District.
- 8.3 A copy of the seniority list and all subsequent updates shall be provided to the Association by October 15 of each year. Errors, omissions, and/or deletions in or to the list will be noted and made as required to conform to this Agreement.
- 8.4 In the event it becomes necessary to determine who is more senior among a group of teachers having the same seniority, a lottery shall be held to determine the relative place of each affected teacher on the seniority list.

ARTICLE 9 - VACANCY, ASSIGNMENT, TRANSFER

- 9.0 Vacancy is defined as any bargaining unit position that is unfilled.
- 9.1 Notification of a vacancy shall be posted ten (10) days prior to the application deadline in the Clare Pioneer High School office and at all work sites, and mailed to the Association president as soon as the position is created or becomes vacant. The position shall remain posted until the posting deadline.
- 9.2 Vacancies shall be filled on the basis of certification and qualifications. When certification and qualifications are relatively equal, the applicant having the most seniority in the bargaining unit shall be awarded the position.
- 9.3 Notification of vacancies in the other teacher bargaining unit and administrative positions shall be posted in the Clare Pioneer High School Director's office area and mailed to the Association President.
- 9.4 In the event there is a vacancy in the Clare Education Association Bargaining Unit, consideration shall be given to the hiring of CPEA bargaining unit members over persons not employed by the District, providing CPEA members are certified and qualified for the position. Bargaining unit members who apply for these positions will be granted an interview.

- 9.5 If a teacher accepts a new position and that position is eliminated during the course of the school year, the teacher may return to his former position.
- 9.6 Teachers shall be notified, as soon as is practical, of any changes in assignment as soon as it is known.
- 9.8 If a vacancy is created within the CPEA bargaining unit, a bargaining unit member shall have first option of filling said position before it is offered to persons outside the bargaining unit.

ARTICLE 10 - LAYOFF AND RECALL

- 10.0 The decision as to the existence of just cause for a necessitated reduction in personnel may be the subject of grievance. However, a reduction in staff caused by the Board of Education eliminating the entire Clare Pioneer High School program shall not be grievable. A teacher shall be notified in writing of termination thirty (30) days before the end of the school year. At other times in the school year if a lay-off is necessitated, teachers shall be provided thirty (30) days written notice.
- 10.1 In the event that a reduction in personnel shall be necessary, the Board shall first retain those persons who are certified and qualified under ESEA/NCLB to teach in those areas or disciplines to be preserved and have the longest period of continuous service (seniority) in the school district.
- 10.2 When a recall is implemented it will be in the reverse order of layoff. The District shall mail a certified letter to the teacher at the address on record in the District office. The teacher shall have three (3) weeks to respond to the recall. If a teacher does not respond within the time allotted he shall be deemed as having voluntarily resigned his position.
- 10.3 Teachers on layoff, upon request, shall be granted a leave of absence until the end of the term or semester if the teacher is a full-time student or has accepted a teaching position in another District. The teacher shall retain his rights and be recalled at the end of the term or semester.
- 10.4 Any teacher involved in a reduction of personnel during the first semester will continue to receive insurance protection and benefits, as outlined in this Agreement, for three months following the effective date of layoff. If a reduction in personnel should occur at the end of a school year, the affected teacher will continue to receive insurance protection and benefits, as outlined in this Agreement, through August 31, if financial resources are available.
- 10.5 Upon request, a laid off teacher shall be placed on a list of substitutes.

ARTICLE 11 – EVALUATION

- 11.0 Each bargaining unit member, upon employment, shall be apprised in specific terms of his/her responsibilities. Bargaining unit members will be informed of the specific criteria upon which they will be evaluated, including the evaluation form.
- 11.1 Non-tenured teachers shall be evaluated on a schedule and procedure consistent with MCL 38.83a.
- 11.2 All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the bargaining unit member. Each observation shall be preceded by an observation conference between the administrator and the teacher so that the administrator can be apprised of the teacher's objectives and methods, as well as the materials planned for the teaching-supervising situation during which the teacher is to be observed.
- 11.3 The administrator shall prepare and submit a written report and recommendation to the teacher within ten (10) working days of the observation. If an administrator believes that the teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the teacher is to improve, and from whom the assistance will be obtained.
- 11.4 The administrator shall hold a post observation conference upon request of the teacher or administrator, for the purpose of clarifying the written report and recommendations. Such a conference shall be held within ten (10) working days of the submission of the written report to the teacher.
- 11.5 A teacher may request a second evaluation by a different administrator. The Superintendent shall appoint a second administrator to conduct the evaluation which shall take place as soon as possible. Steps 11.2, 11.3, and 11.4 shall be followed.
- 11.6 A teacher who disagrees with an observation report or recommendation may submit a written answer which shall be attached to the file copy of the observation in question.

ARTICLE 12 - PAID LEAVE

- 12.0 At the beginning of each school year each teacher shall be credited with ten (10) days of leave, the unused portion of which shall accumulate from year to year to one hundred forty-five days. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
 - A. Personal Illness or Disability - The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability.
 - B. Illness in the Immediate Family - The teacher may use a maximum of twelve (12) days of his/her leave for illness in the immediate family if accumulated.

- C. Sick Leave - shall not be taken in less than one-half (1/2) day blocks.
 - D. Sick Leave Credit - The Board shall furnish each teacher with a written statement before the beginning of each school year setting forth the total sick leave credit.
- 12.1 Death in the Family - The teacher shall be granted a maximum of an additional five (5) days per death of an immediate family member—husband, wife, children, mother, father, brother, sister, father-and mother-in-law, grandparents, brother-and sister-in-law, or someone who stands in their stead. These days are not chargeable to leave days.
 - 12.2 Other Deaths - The teacher shall be granted one (1) day per death to attend the funeral of any person chargeable to leave days.
 - 12.3 Personal Business Days - At the beginning of every school year each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher.
 - 12.4 Conferences - Teachers shall be granted paid professional leave days for the purpose of attending conferences. Professional leave days may be granted for other educational purposes at the discretion of the administration.
 - 12.5 Jury Duty - Teachers called to jury duty or subpoenaed to testify in a judicial proceeding, arbitration or factfinding shall be paid his/her salary less jury or witness fee for time spent during school hours.

ARTICLE 13 - UNPAID LEAVES OF ABSENCE

- 13.0 General Leave - A general-purpose leave may be granted for a period of up to one year subject to application to the superintendent and approval of the Board. Such leave shall expire at the beginning of the next school year. No salary increment or advancement on the seniority list shall be granted for said leave.
- 13.1 Military Leave - A leave of absence shall be granted to a teacher who is protected by Federal Laws and the laws of the State of Michigan as those laws pertain to a person who serves in the armed forces of America. Salary increments and conditions related to the teacher's return to district employment shall accrue in compliance with the Uniformed Services Employment Reemployment Rights Act (USERRA).
- 13.2 Teachers must inform the Board of their intent to return to employment sixty (60) days prior to the end of any general leave. Failure to so inform the Board will result in the employee's termination. Teachers on military leave must inform the Board of their intent to return to employment in compliance with the Uniformed Services Employment Reemployment Rights Act (USERRA).

13.3 Teachers who return from Leave of Absence of one (1) year or less shall be returned to their former position. If the position no longer exists, they shall be assigned in accordance with Section 13.4.

13.4 Teachers who return from a leave of over one (1) year are not guaranteed their former position. They are entitled to a position based on their certification, qualifications and seniority.

13.5 Family and Medical Leave

An Employee who has worked for the District for a period of at least twelve (12) months and who has worked at least twelve hundred fifty (1,250) hours during the twelve (12) month period before the leave is to start, shall be granted up to twelve (12) work weeks of unpaid leave during any twelve (12) month period on a rolling year basis. If there is any inconsistency between these provisions and FMLA or the implementing regulations, FMLA and its regulations will supersede these provisions.

A. Pursuant to the Family and Medical Leave Act as amended, an employee shall be entitled to an unpaid leave of absence of up to twelve (12) weeks, during a twelve (12)-month period, for one or more of the following:

1. Birth, adoption or foster care placement of an employee's child;
2. A serious health condition of the employee which disables him/her from performing any one of the essential functions of his/her position. Such condition may be an illness, injury, impairment, physical or mental condition that involves in-patient care in the hospital, hospice or a residential medical care facility or requires continuing treatment by a health care provider;
3. The serious health condition of an employee's spouse, child or parent;
4. An employee shall have the option of taking Family and Medical Leave on an intermittent or reduced schedule.

B. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of education programming and service delivery and consistent with the provisions of the Act and its regulations.

C. The Board will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.

D. Accrued paid leave shall be used during FMLA as may be applicable by contract. The remainder of any leave time will be unpaid.

E. The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.

- F. Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The superintendent shall also have the right to have the employee examined by a physician of the district's selection at district expense.
- G. Child includes any individual under 18 for whom the employee serves in *loco parentis*; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.
- H. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment. The employee may be denied reinstatement of leave under provisions of the Family Medical Leave Act of 1993.
- I. The employee will be required to use all accrued paid sick leave, vacation, and/or personal leave while on Family Medical Leave leave.
- J. Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
- K. Seniority shall continue to accrue during the leave.
- L. The employee shall have the right to take the leave on a reduced or intermittent schedule.
- M. Whenever practicable, the employee will provide the Employer at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request, the expected beginning date and the expected ending date.

ARTICLE 14 - COMPENSATION

- 14.0 Full time teachers are teachers who work thirty (30) hours or more per week. Part time teachers are teachers who teach less than thirty (30) hours per week.
- 14.1 Teachers hired shall be placed on Step 1 of the Salary Schedule and shall advance one step at the beginning of each school year.
- 14.2 Reimbursement of teacher expenses for authorized job connected travel, and attendance at meetings and conferences, shall be computed in accordance with the Board Policies and Administrative Rules in effect at the time the service is performed. Conference request forms shall be provided to teachers. Voucher reimbursement forms along with receipts shall be provided for all related expenses.
- 14.3 Upon written authorization from the teacher, the District may make deductions from the teachers' wages for charitable organizations, credit unions, insurance programs or tax sheltered annuities, not to exceed the capabilities of current software.

14.4 Retirement - Certified persons of the Clare School District who elect to retire early will be paid upon retirement a one time payment of \$10,000 provided the teacher shall have been employed in the school district for ten (10) years and permanently retires from the Clare School System. Notice of intent to retire must be received no later than sixty (60) days prior to retirement. The Board may limit the number allowed to retire under this benefit.

Sick Leave Payout – Upon retirement or separation from the district each teacher shall be paid thirty-five dollars (\$35.00) per day for each unused sick day.

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

14.5 Teachers will have three (3) pay options to choose from:

- A. Twenty (20) pays spread evenly through the school year.
- B. Twenty-six (26) pays spread evenly over 12 months.
- C. Twenty (20) pays paid at a twenty-six (26) pay rate with the balance paid at the close of the school year.
- D. It is also recognized that from time to time, it will be necessary to schedule contract year pays over 27 pays instead of 26 pays. In that case, the following will occur:
 - 1. Contract year pays will be spread over 27 pays.
 - 2. School year pays will continue to be spread over 21 pays.
 - 3. Lump sum option pays will be spread over 21 + 1 pays, with the lump sum being equal to 6/27 of the contract amount.

A determination shall be made by April 1 of each year whether 27 pays will be required for the following contract year. The Association president shall be notified by April 1 if it is determined that 27 pays shall be necessary.

14.6 Each year teachers must notify the Board in writing of pay option selection by the last scheduled work day of the preceding year. The Board shall provide a form for this purpose.

14.7 Per diem pay shall be defined as the teacher's annual salary, including longevity, under this Agreement divided by the number of teacher work days as set forth in the Agreement.

ARTICLE 15 - INSURANCE BENEFITS

15.0 HEALTH INSURANCE: The Board agrees to provide MESSA Choices II, \$5/10 Rx, Single Subscriber, fully paid by the Board for the employee.

CASH IN LIEU OF HEALTH INSURANCE: The Board shall pay \$100/month as cash-in-lieu-of benefits pursuant to a qualified IRS Section 125 plan for those electing not to take MESSA Choices II Health Insurance.

Part-time teachers are eligible for MESSA Choices II, \$5/10 Rx - Single Subscriber Health Insurance benefits and MESSA dental insurance (as noted above) or the option for cash in lieu of insurance on a prorated basis.

15.1 DENTAL

The Board shall provide at no cost to all bargaining unit members MESSA Full Family Delta Dental: Class I at 80%; Class II at 80%; Class III at 80%; annual maximum \$2,000 per person; Class IV at 80% with lifetime maximum of \$2000 per person.

15.2 MESSA LTD BENEFIT:

Benefit Percentage	66 2/3%
Maximum Monthly Income Benefit	\$3,000
Maximum Eligible Monthly Salary	
Qualifying Period	90 calendar days - modified fill
Maternity Coverage	
Pre-Existing Condition Waiver	
Freeze on Offsets	
Alcoholism/Drug Addiction Waiver	
Mental/Nervous Waiver	
Cost of Living Benefit	
Education Supplement Benefit	No

15.3 MESSA GROUP LIFE AD&D - The Board shall provide at no cost to all bargaining unit members \$20,000 MESSA Group Life AD&D insurance.

15.4 VISION – The Board shall provide at no cost to all bargaining unit members Full Family MESSA VSP-3.

15.5 LTD BENEFITS & GROUP LIFE INSURANCE - MESSA LTD benefits & MESSA Group Life AD&D will be provided on a prorated basis to part-time teachers, except that, part-time teachers employed in full-time teaching positions elsewhere are excluded from LTD and life insurance benefits.

15.6 The Board agrees to provide payroll deduction for participation of part-time employees into the insurance program.

- 15.7 When a bargaining unit member is employed in the Clare Pioneer High School Program and in another capacity within the District, the employee's total hours of employment shall be counted for the purpose of calculating fringe benefits. If a bargaining unit member is employed within the District for a number of hours that equate to full-time employment he/she shall receive benefits.

ARTICLE 16 - AGENCY SHOP

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

be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment of non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- 16.5 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- A. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - B. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- 16.6 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.0 A claim by a teacher(s) and/or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as provided herein.
- 17.1 Days shall be defined as teacher work days except during the summer. Days during the summer shall be defined as weekdays excluding holidays.
- 17.2 Step I
- The teacher(s) and/or the Association shall first present the matter to the building principal or immediate supervisor within ten (10) working days of learning of an alleged violation, misinterpretation or misapplication. If satisfaction is not obtained within ten (10) working days, the teacher(s) and/or Association may proceed to Step II.
- 17.3 Step II
- A. Within ten (10) days, the issue shall be reduced to writing, identifying the issue or issues and stating what article or articles and section or sections of the contract are involved.
 - B. Within ten (10) days after the grievance has been reduced to writing, signed by the teacher(s), and/or Association, and presented, the Association's representative and the

grievant shall meet with the supervisor or another member of the school administration appointed by the superintendent.

- C. Within ten (10) days, the principal or supervisor and one other member of the school administration shall write their answer to the grievance and send it to the grievant with a copy to the Association.
- D. Within ten (10) days of receiving the decision reached in Step II, if the teacher(s) and/or Association are not satisfied with the results, they may proceed to Step III by so indicating in writing to the superintendent.

17.4 Step III

Within ten (10) days of receipt of written notification by the superintendent, a meeting will be held between the superintendent and Association representative. Within ten (10) days the superintendent shall give his disposition in writing to the grievant with a copy to the Association. If satisfaction is not achieved at this meeting, the bargaining unit member or the Association may proceed to Step IV by so indicating to the Board Secretary in writing.

17.5 Step IV

At the next regularly scheduled Board of Education meeting, or within twenty (20) days, the grievance will be placed on the agenda. If satisfaction is not achieved at this meeting, the Association may proceed to arbitration.

17.6 Any grievance remaining unsettled at the conclusion of the Grievance Procedure outlined in Step IV of this Agreement may be submitted to arbitration under the following conditions:

- A. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within ten (10) days of the conclusion of Step IV of the Grievance Procedure.
- B. Within five (5) days after receipt of such written notice, provided for in paragraph 17.6.A above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties.
- C. The rules and guidelines of the American Arbitration Association shall be followed.
- D. The arbitrator may interpret this Agreement and apply it to the particular case submitted to him, but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement, nor shall he have any authority to limit or change any policies, practices or rules, except as they may involve an application or interpretation of this Agreement; nor shall he have any authority to formulate, or add any new policies or rules, nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement. In the event any disciplinary action taken by the Board is made the subject of an arbitration proceeding, the arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the question of whether the teacher involved had been disciplined for proper cause.

If the arbitrator finds that the penalty assessed by the Board is excessive for the offense or offenses committed, he may modify that penalty. It is further understood that salary schedules incorporated in this Agreement shall not be subject to arbitration and the arbitrator shall have no authority to establish or change any salary schedule. The arbitrator shall have no authority to rule on any issue or dispute arising under or in connection with any Pension Plan or Insurance Program.

- E. The arbitrator's fees and expenses shall be borne equally between the Association and the Board.
- F. Retroactive Adjustments - No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.
- G. Decisions Final - The decision of the Arbitrator shall be final and binding upon the Board, the Association and the teacher or teachers involved, unless the arbitrator's decision is in conflict with the laws of the State of Michigan.

ARTICLE 18 - CALENDAR

- 18.0 Teachers, who are currently employed in weekly daytime programs shall continue to be employed in accordance with the current calendar year. The paid work days per calendar year shall include a minimum of the following, unless a layoff is necessary:

The teacher work year shall be one hundred seventy-nine (179) days. The 179 days shall include four and one-half (4.5) teacher work days, two (2) professional development days scheduled prior to the start of school, two professional development days for the MAEO Conference and one additional professional day scheduled during the school year.

Staff input may be incorporated regarding the content of professional development days through surveys conducted by the Association. The District and the Association shall bargain the schedule for such days as part of the Pioneer Education program calendar. Additional days for testing and screening may be scheduled at the discretion of the Director of Pioneer High School and shall be paid at the teacher's per diem rate. (See Article 14 for definition of per diem.)

- 18.1. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather, and nothing shall require teachers to report to work in such circumstances. Teachers shall be paid for their regular hours on such days.
- 18.2. Snow days may be rescheduled without additional compensation in order to meet the number of student instruction hours required for full state aid.

ARTICLE 19 - CONTINUITY OF OPERATION

- 19.0. The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan), by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.
- 19.1 The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section ten (10) of the Public Employment Relations Act.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

- 20.0 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 20.1 Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 20.2 This Agreement shall supersede any rules, regulations, or practices of the Board and Association which shall be contrary to, or inconsistent with, its terms.
- 20.3 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 21 - DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July 2008, and shall continue in effect until the 30th day of June 2011.

CLARE PIONEER ASSOCIATION

By Ann M. Anton
President

By Kim Montney
Secretary

By Kim Montney
Bargaining team member

By Kathleen Tucker
MEA Uniserv Director and
Chief Spokesperson

CLARE BOARD OF EDUCATION

By T. Lawrence
President

By Casey Santini
Secretary

By _____
Bargaining team member

By Lynn Aruba
Bargaining team member

By W. J. J. J. J.
Superintendent and
Chief Spokesperson

Dated this 19 day of August, 2008

APPENDIX A – SALARY

2008-2009 CPEA ALTERNATIVE ED

(Salary adjustments shall be retroactive to July 1, 2008)

Salaries shall be increased by 2.25% (.0225) over the 2007-08 salary schedule **and the index increment shall be changed to .057.**

STEP	INDEX	BA	MA/BA+30
1	1.000	33,502	36,517
2	1.057	35,412	38,598
3	1.114	37,321	40,680
4	1.171	39,231	42,761
5	1.228	41,140	44,843
6	1.285	43,050	46,924
7	1.342	44,960	49,006
8	1.399	46,869	51,087
9	1.456	48,779	53,169
10	1.513	50,689	55,250
11	1.570	52,598	57,332

LONGEVITY:

Beginning in the twelfth year, longevity pay will be granted at the following rates:

<u>Years</u>	<u>Amount</u>
12-14	\$ 1,615
15-19	\$ 1,828
20-24	\$ 2,256
25-28	\$ 3,117
29-up	\$ 4,838

All payments normally increased as the result of an increase on the salary schedule such as, but not limited to, Schedule B shall be paid.

SALARY

2009-2010 CPEA ALTERNATIVE ED

Salaries shall be increased by 2.25% (.0225) over the 2008-09 salary schedule.

STEP	INDEX	BA	MA/BA+30
1	1.000	34,256	37,339
2	1.057	36,209	39,467
3	1.114	38,161	41,596
4	1.171	40,114	43,724
5	1.228	42,066	45,852
6	1.285	44,019	47,981
7	1.342	45,972	50,109
8	1.399	47,924	52,237
9	1.456	49,877	54,366
10	1.513	51,829	56,494
11	1.570	53,782	58,622

LONGEVITY:

Beginning in the twelfth year, longevity pay will be granted at the following rates:

<u>Years</u>	<u>Amount</u>
12-14	\$ 1,651
15-19	\$ 1,869
20-24	\$ 2,307
25-28	\$ 3,187
29-up	\$ 4,947

All payments normally increased as the result of an increase on the salary schedule such as, but not limited to, Schedule B shall be paid.

SALARY

2010-2011 CPEA ALTERNATIVE ED

Salaries shall be increased over the 2009-10 schedule by the same percentage of increase as reflected in the CEA contract negotiation settlement, including any additional off-schedule payment.

STEP	INDEX	BA	MA/BA+30
1	1.000		
2	1.057		
3	1.114		
4	1.171		
5	1.228		
6	1.285		
7	1.342		
8	1.399		
9	1.456		
10	1.513		
11	1.570		

LONGEVITY:

Longevity pay shall be increased by the same percentage as the salary schedule. Beginning in the twelfth year, longevity pay will be granted at the following rates:

<u>Years</u>	<u>Amount</u>
12-14	\$
15-19	\$
20-24	\$
25-28	\$
29-Up	\$

All payments normally increased as the result of an increase on the salary schedule such as, but not limited to, Schedule B shall be paid.

APPENDIX B

The pay for each alternative and adult education course scheduled outside of the normal school day shall be seventeen percent (17%) of the member's full time equivalent salary.

The following provisions shall be effective with the ratification of the 2008-2011 Master Agreement:

In awarding alternative and adult education courses scheduled outside of the normal school day, the district shall first offer the class to qualified CPEA bargaining unit members through the posting process. If more than one CPEA member applies, the course shall be offered to the highest seniored of the applicants. If there are no CPEA applicants, the position may be posted for external applicants. Any external applicant properly assigned one or more of these courses shall be considered a member of the CPEA bargaining unit.