

AGREEMENT

between the

CLARE EDUCATION ASSOCIATION

and the

CLARE BOARD OF EDUCATION

July 1, 2010 - June 30, 2013

**CLARE PUBLIC SCHOOLS
Clare, Michigan**

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This Agreement is entered into this 16th day of November, 2010 by and between the Clare Board of Education, Clare, Michigan, hereinafter called the "Board", and the Clare Education Association, hereinafter called the "Association".

ARTICLE 1 - RECOGNITION

- 1.0 The Board hereby recognizes the Clare Education Association as the Exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel under contract including counselors and librarians. Grade level and departmental chairpersons with full-time classroom teaching assignments are also included. Supervisory and executive personnel, office, clerical, maintenance and operating employees, teacher-aides and lay assistants and substitute teachers are specifically excluded.
- A. The term "teacher" when used hereinafter in this Agreement shall refer to all employees in the bargaining or negotiating unit as above defined.
 - B. The term "Board" shall include its officers and agents.
- 1.1 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, co-curricular, recreational and social events/activities 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. The Board, through the

Superintendent and the building principals, agrees to consult with teachers through the grade level and departmental organizations on the items in Article 2, sub-paragraph D. In the event a majority decision by the teachers cannot be reached, the Board will make the final decision.

- 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 AND TEACHER RIGHTS

- 3.0 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.
- 3.1 The Association and its representatives will have the right to use school buildings at all reasonable hours for meetings during non-instructional hours, provided that when special custodial service is required, the Board may make a reasonable charge therefor.
- 3.2 The Association shall have the right to the use of teacher 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. All such material must designate the name of the person circulating or posting it.
- 3.3 The Association shall have the right to use school equipment, including typewriters, mimeographing machines, other 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 building principal or the Administrative Assistant. 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.
- 3.4 The Board and the Association shall encourage attendance of teachers and the official representatives of the Association at Board meetings in order to maintain an awareness of

affairs affecting employee relations. A copy of the official agenda and background information of any Board meeting will be sent to the President of the C.E.A. prior to said meeting. A loose leaf notebook containing the minutes of the Board will also be available to the Association's official representatives for use at Board meetings.

- 3.5 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 building principal, or the principal's secretary, upon entering any school building in the District.
- 3.6 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.
- 3.7 Each teacher shall have the right upon request to review the contents of his own personnel files maintained at the Administrative Office. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files. 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 have an opportunity to respond to the material which response shall be attached to the original document. The teacher shall be made aware of the material placed in the file within fifteen (15) working days and shall respond within fifteen (15) working days. Constructive assistance shall be offered in writing within fifteen (15) working days of the teacher's response; one copy shall be given to the teacher and a second copy shall be placed in the file.
- 3.8 The Board may consult the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- 3.9 The refusal to reveal privileged information as defined by law shall not be considered cause for discipline or dismissal nor may any reference to such a refusal become part of any personnel record. It is understood that for students under the age of eighteen, parents may request information in writing and such information must in that case be given to the parent. If a parent wants information to be given to any other person, the parent must give written permission for the information to be disclosed.
- 3.10 Academic freedom shall be guaranteed to teachers. However, teachers are still responsible for delivering the state and district curriculum.
- 3.11 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.

ARTICLE 4 - DEDUCTION FOR PROFESSIONAL DUES

- 4.0 All teachers shall as a condition of employment, (1) on or before thirty (30) days from 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.
- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.

- 4.6 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.
 - C. 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 IV, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE 5 - TEACHING CONDITIONS

- 5.0 The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.
- 5.1 Clare High School and Clare Middle School are members of the North Central Association of Colleges and Schools. The Board agrees to continue to follow the policies and criteria of the North Central Association as they relate to teaching hours and class load in the secondary grades.
- 5.2 Pupil teacher ratio is an important aspect of an effective educational program. The parties agree that class size should be lowered to meet the following standards:

Young 5's	20
Kindergarten	24
Primary (1-4)	28
Secondary (5-12)	168 (7 period/day)
	140 (6 period/day)
5-12 self contained	28
Special Ed – Elem/Middle Resource (K-8)	10 students per hour with 18 total case load number

Special Ed – Sec Resource (9-12)

10 students per hour with 20
total case load number

Special Ed – maximum numbers for categorical classes per State Administrative Rules currently in effect (July 1998). Should the RESD take responsibility for administering the rules, RESD numbers will apply.

- 5.3 Classes of the same grade level or subject shall be approximately equal unless the teachers and administration have cooperatively developed an experimental program.
- 5.4 For the purpose of placement of elementary school students (K-4), the principal will generate a preliminary list for a team of teachers from the preceding grade level to make any changes and finalize the list for each classroom. In accord with section 5.3, this list will help create classrooms balanced as much as possible by gender, behavioral needs and other educational needs. These class lists will be created in May of each year for the following year recognizing that additions, subtractions, and deletions will occur due to arriving and departing students. Parental preferences shall be submitted on a form mutually agreed upon by the Board and the Association after consultation with the K-4 principal and teachers. Preference forms must be submitted prior to May 1 so that they may be considered when the class lists are created. Due to the many factors involved in placement of students, there is no guarantee that parental preference will be honored. After May 1, parental requests will be considered only if a written request is submitted to the superintendent no later than two calendar weeks from the beginning of the school year. The superintendent's decision will be final.
- 5.5 In the event a class size is over the standard for five consecutive days after fourth Friday, the administration will meet with the Association and the teacher involved to explore methods of solving the overload. The parties agree that to reach a solution the following elements must be considered:
- A. The size of the overload
 - B. The availability of existing space
 - C. Economics of the District
 - D. The class involved
 - E. The availability of qualified staff
 - F. The time of year the overload occurs
- 5.6 If the above referenced committee cannot agree to a solution for the overload, the Board shall begin overload payments according to the following scale retroactive to the date of the overload.
- A. 1 - 2 Overload \$ 3.00 per day per student
3 - 5 Overload \$ 5.00 per day per student
- 5.7 Exceptions shall be made for music classes, including band, physical education classes, and primary art and library classes.

5.8 Maximum class size for special education programs shall attempt to meet the guidelines as established by the State of Michigan Department of Education. When special education students are "mainstreamed" into the regular education classes, the following shall be applicable.

Students receiving special education instruction shall be counted as 1.5 or 2 students across all grade levels according to the following classifications:

Cognitive Impairment (CI) -----	2
Emotional Impairment (EI)-----	2
Learning Disabled (LD) -----	1.5
Physically Disabled (PI) -----	1.5
Otherwise Health Impaired (OHI) -----	1.5
Visual Impairment (VI) -----	1.5
Hearing Impairment (HI) -----	1.5
Autism Spectrum Disorder (ASD) -----	2
Early Childhood Development Delay (ECDD) -----	1.5
Traumatic Brain Injury (TBI) -----	2
Severe Multiple Impairment (SXI) -----	2

At the secondary (5-12) level, band, music and P.E. are exempt from the above formula. At the primary (K-4) level, art, music, and P.E. are exempt from this formula.

5.9 Least Restrictive Environment (LRE)

The Board and CEA agree to negotiate the working conditions, which are impacted by LRE, as defined by the State of Michigan.

5.10 Medically Fragile Students

- A. Definition: For the purpose of the Article, the term "school health services" shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).
- B. No teacher shall be required to provide school health services except in an emergency situation.

5.11 The Board recognizes the appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. In furtherance of that recognition, the Board shall make a sufficient supply available to meet the educational goals of the District. The parties agree that the district/building curriculum committees shall continue to develop curriculum with curriculum studies conducted on a rotating basis (e.g., math study in one year followed by a science study in another year). At the middle and high school levels, curriculum and course offerings shall be developed within the departments. The Administration will

make a conscientious effort to make the selection for workshops and conferences as broadly based as possible to develop professional competence throughout the staff.

A. Instructional materials as replaced in the school district shall reflect the multi-ethnic nature of our society and shall evidence a sensitivity to prejudice, to stereotypes, and to materials offensive to minority groups, as measured by the following criteria:

1. Comprehensive materials which represent the contribution and achievements of minority groups, in art, science, history, literature and all life and culture should be apparent in the design of materials.
2. Life in contemporary urban environments, as well as rural and suburban environments, should be pictured.

B. The teachers agree to attempt to implement the philosophy of the above paragraphs 5.11.A.1 and 5.11.A.2.

5.12 The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall make available teacher reference materials to each school in the District.

5.13 The Board agrees to make available in each school typewriters, computers, copy machines, materials and clerical personnel to aid teachers in the preparation of instructional materials whenever possible.

5.14 The Board shall provide:

- A. A separate desk and/or file with a lockable drawer space for each teacher if possible.
- B. Suitable space for each teacher to store coats, overshoes and personal articles.
- C. Chalkboard/whiteboard space in every classroom.
- D. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
- E. An appropriate dictionary when requested by the teacher.
- F. Adequate storage space in each classroom for instructional materials whenever possible.

5.15 The Board shall make available lunch area, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a

faculty work room and lounge. Provisions for such facilities will be made in all future buildings.

- 5.16 Telephone facilities as designated by each building principal shall be available to teachers for local calls.
- 5.17 The teachers in each building may place vending machines in the teachers' lounge. The teachers shall be completely responsible and the teachers shall collectively determine how the proceeds shall be spent.
- 5.18 Teachers shall not be required to work under conditions which endanger their health, safety or well-being or that of the children they teach.
- 5.19 Each School Improvement Plan (SIP) shall conform to the following:
 - A. In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, a deviation shall be permitted with a properly executed Addendum to the Agreement between the Association and Board.
 - B. Any provision(s) of a SIP or application thereof affecting the wages, hours, and/or other terms and conditions of employment, of any bargaining unit member must have an executed Addendum to the Agreement between the Association and Board.
 - C. Participation on a building level School Improvement Team (SIT) is voluntary, unless the employee is paid on Schedule C-1 (grade and/or dept. heads), and shall be a part of a teacher's evaluation when requested by the teacher.
 - D. Two representatives from each building school improvement team shall participate on the District-School Improvement Team.
 - E. If a designated member cannot attend his/her appointed meeting, it shall be the member's responsibility to find an appropriate replacement. It shall be the responsibility of the two representatives in attendance to file an oral or written report of the content of the meeting at their building school improvement meeting.
 - F. Site based decision making (SBDM) shall be incorporated into the SIT meetings. Site-based decision-making (SBDM) is the process that primarily involves teachers and administrators in collectively establishing parameters for school operations and improvements. In some cases these decisions may address the working conditions of the teacher. These decisions shall be reviewed by the CEA Executive Board and the Board of Education to insure violations of the Agreement do not occur with implementation. (See paragraph B above.)
 - G. If School Improvement Team meetings or activities are scheduled during a teacher's regular work day, the teacher shall be released from duties without loss of pay to attend the meetings. When substitutes cannot be obtained for all SIT

members, the meeting shall be rescheduled. If the SIT meetings or activities are scheduled beyond a teacher's regular work day and/or year, the teacher may voluntarily attend said meetings or activities.

5.20 Whittle Communications

The utilization of Whittle Corporation's "Channel One" at the high school and middle school shall coincide with the following guidelines:

- A. Channel One shall be scheduled uniformly within each building. Each teacher assigned to an instructional period during the scheduled viewing of Channel One shall tune in the presentation and monitor the students.
- B. Bargaining unit members may elect to teach parts or all of the news broadcast seen on Channel One in any or all of their classes.
- C. Bargaining unit members may, at their discretion, adjust their lesson plans to accommodate Channel One into these plans.
- D. Any change in scheduling for the day, either for the individual or entire staff, will be negotiated with the designated representative of the CEA; and
- E. Prior to the end of each contract with the Whittle Corporation, the administration, and SIP Committee of both buildings will meet with the Superintendent and Association representatives to evaluate a continuance of use of Whittle Corporation "Channel One".
- F. The Board shall hold the Association harmless in event of dispute over Channel One programming.

5.21 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 Board to ensure the security of this system for users.

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

5.23 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.

5.24 If the volume of e-mail usage or the time an employee spends accessing the internet impacts an employee's job performance, this would be another reason for review.

5.25 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 an association representative 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 Board 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.

5.26 Remote Instructional Delivery

The Board may engage in the use of remote instructional delivery. The Board states that it is not the intent and purpose of this service to eliminate current bargaining positions, or avoid creating new bargaining positions but to expand educational opportunities to students which would be otherwise not academically or financially feasible. The Board has no control over the working conditions at remote instruction source sites and this agreement does not apply to same.

ARTICLE 6 - TEACHING HOURS AND CLASS LOAD

6.0 Teachers on a regular schedule will report for duty in the morning by 7:50 a.m. and shall leave no earlier than 3:14 p.m. These times are based on a calendar of 179 teacher days. X-hour teachers will report for duty ten (10) minutes before the beginning of the pupils' school day and leave no earlier than five (5) minutes after the close of the X-hour pupils'

school day. The maximum teacher duty time shall be six (6) hours and fifty-four (54) minutes per day.

- 6.1 Full time teachers will remain after the end of the school day for consultations with parents, staff meetings, vertical coordination meetings, departmental meetings, and any other meetings called by the principals, superintendent, or their representatives. Principals may require part-time teachers to attend such meetings on a pro-rated basis. Two (2) days notice will normally be given prior to all meetings called by the administration, except in emergency situations. No more than twelve (12) meetings per school year, normally of no more than one (1) hour's duration shall be scheduled by the administration except in cases of emergency. These emergency meetings shall not normally exceed 15 minutes. The purpose of the meeting shall be stated in advance if possible and shall normally have an agenda and may be evaluated by the Association.
- 6.2 The Board shall provide a thirty (30) minute duty-free lunch period for each teacher, except in emergency situations.
- 6.3 Primary teachers may use time when their classes are receiving instruction from various teaching specialists for organization, planning and preparing their work. The principal may request the teacher be with the class for the specific purpose of correlating classroom work with the particular lesson(s) being taught.

In order to comply with the state mandated 1098 hours of instruction the Clare Education Association and the Clare Board of Education agree to the following:

Clare Primary School certified personnel will voluntarily cover recess. Certified personnel shall include librarians, counselor/social worker, classroom teacher, special education, physical education, art and music teachers.

In exchange, certified personnel will be granted one additional personal day. These days will be approved in accordance with Article 11.1 of the collective bargaining agreement.

If the assigned personnel are absent due to illness, death in family or other unplanned absence, the substitute teacher for the assigned personnel shall cover the recess. The assigned personnel shall not forfeit any loss of additional personal day as a result of this absence.

If a planned absence is scheduled, the assigned personnel shall have the responsibility of finding an alternate teacher or to cover any additional recess on the first available date.

With the third snow day, the affected personnel will cover the next available recess date.

- 6.4 The Board reserves the right to make all final decisions concerning class size.
- 6.5 A teacher may be expected to volunteer for no more than one (1) extra-curricular organizational activity which is not part of the extra pay for extra duty policy. In the event that no one volunteers, the principal may designate someone to handle the activity

on a rotating basis. Teachers who volunteer will be credited as having fulfilled one rotation for each volunteered activity.

- 6.6 The Association and the Board agree that some supervisory responsibilities shared among teachers on an equitable basis are necessary at student functions. The principals shall determine at which of these events teachers' attendance is expected and from which teachers may be excused.
- 6.7 It is the responsibility of each full and part-time (pro-rated) individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:
- A. Careful daily preparation.
 - B. Attendance at staff and professional meetings
 - C. Reasonable attendance and participation in activities of the school such as Open House, P.T.A. meetings, and public performance of children in plays, concerts, athletic activities, or other extra-curricular events.
- 6.8 The normal weekly teaching load in the Middle School and the High School shall be five (5) teaching periods during a six (6) period day or six (6) teaching periods during a seven (7) period day, and one (1) unassigned conference-preparation period equal in length to a teaching period per day. Primary School teachers shall have as equitable teaching loads as possible. Assignment to a study hall shall be considered a teaching period for the purposes of this Article. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association.

ARTICLE 7 - QUALIFICATIONS AND ASSIGNMENTS

- 7.0 The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers.
- 7.1 No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university. This shall not be construed to prevent the employment of legally qualified personnel as substitute teachers.
- 7.2 A teacher shall hold a Michigan Teacher's Certificate valid for his work assignment and shall be Highly Qualified where applicable. Failure to have or keep such a certificate shall invalidate the contract of any teacher. The term "shall hold a Michigan Teacher's Certificate" shall be interpreted to include those individuals who are employed in the belief that they are eligible for Michigan certification, provided the teacher has made the necessary application to the Michigan Department of Education no later than September 1st of the current school year. "Highly Qualified" shall be defined by state and federal law and regulations per Elementary and Secondary Education Act (NCLB).

- 7.3 Teachers shall not be assigned, except temporarily and for good cause, outside the scope of their major or minor fields of study.
- 7.4 All teachers shall be given notice of their tentative class assignments for the forthcoming year no later than the end of the school year. In the event that changes in such class assignments are made, all teachers affected shall be notified. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.
- 7.5 Middle School and High School teachers shall be assigned no more than three (3) subject preparations except where such provisions would limit curriculum offerings.

ARTICLE 8 – VACANCIES

- 8.0 A vacancy shall be defined for purposes of this contract as a position within the bargaining unit presently unfilled including newly created positions, as well as positions currently filled but anticipated to be open in the future for a period of one year or more.
- 8.1 The Association recognizes that, when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption of the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary basis until the end of the current school year.
- 8.2 Whenever a vacancy occurs, the Superintendent shall post notice of same on a bulletin board in each building. Notices of vacancies shall be posted for at least ten (10) working days prior to being filled. Bargaining unit members actively employed and members anticipating return from leave at the start of the next school year may apply for such positions by submitting a written application to the office of the superintendent. Notice shall not be mailed to placement bureaus nor shall the position be awarded to someone outside the bargaining unit until there are no certified and qualified internal applicants. (Exception: During the summer months the district may post vacancies internally and externally simultaneously. Certified and qualified internal applicants shall be awarded positions before external applicants are considered.) However, the Board shall not grant a transfer if the transfer will prevent the recall of a laid off teacher or cause another teacher to be laid off. See Article 27: Reduction of Personnel.
- 8.3 Vacancies on Schedule C-1 and C-2 shall be posted for ten (10) working days.
- 8.4 A staffing meeting shall be held by May 15 to fill any vacancies known to exist at that time for the coming year and/or those that may occur at the meeting. Displaced and laid off teachers shall participate in this meeting. In addition, any teacher submitting a form requesting a transfer must be present at this meeting. A teacher may send another teacher as a proxy in case of emergency. If all displaced teachers do not have a position at the end of the first staffing meeting, every teacher who selected a position at the staffing meeting shall be returned to the position held at the start of the staffing meeting.

A second staffing meeting shall occur after necessary transfers occur according to contractual transfer language.

8.5 Whenever vacancies occur during the summer the procedures listed below shall be followed:

A. Teachers with specific interests in possible vacancies will notify the Superintendent or his designee of their interest, in writing, during the last regular week of school and shall include a summer address.

B. Teachers who have expressed an interest in said position, or similar position, may be notified by phone and shall be notified in writing at their last known address by the Superintendent or his designee. Notice of all vacancies shall be sent to the Association President.

C. Teachers so notified shall have the responsibility of contacting the Superintendent or his designee indicating their interest in said position.

8.6 Positions of teachers who wish to trade positions shall be made available to the entire staff.

8.7 Teachers applying for a vacancy in a NCA non-accredited building shall be given preference, if certified and qualified, over an external applicant.

A. If more than one teacher applies for a vacancy the most senior certified teacher shall be given preference. In the event of equal seniority, the most qualified, as defined below, shall be given preference.

1. **CERTIFIED:** Possession of the appropriate level of certification or license as per the State of Michigan requirements. The level of certification shall pertain to: Provisional, Continuing, Permanent, or Life documentation and include the appropriate endorsement and grade level as listed on the State Certificate.

2. **QUALIFIED:** The teacher is considered qualified if he/she has a major/minor or additional credit hours beyond the certification level in the area of the vacancy. When positions require Highly Qualified status under the Elementary and Secondary Education Act/NCLB, the teacher must meet those requirements.

8.8 Teachers applying for a vacancy in a NCA accredited building shall be given preference, if certified and NCA qualified, over an external applicant.

A. If more than one teacher applies for a vacancy the most senior, certified, and NCA qualified teacher shall be given preference. In the event of equal seniority, the most qualified, as defined below, shall be given preference.

1. CERTIFIED: Possession of the appropriate level of certification or license as per the State of Michigan requirements. The level of certification shall pertain to: Provisional, Continuing, Permanent, or Life documentation and include the appropriate endorsement and grade level as listed on the State Certificate.
2. QUALIFIED: The teacher is considered qualified if he/she has a major/minor or additional credit hours beyond the certification level in the area of the vacancy. When positions require Highly Qualified status under the Elementary and Secondary Education Act/NCLB, the teacher must meet those requirements.

- 8.9 Teachers in accredited buildings who are currently in positions for which they are not NCA qualified will be grandparented.
- 8.10 Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, may be sought through retraining of existing staff. When the Board deems this not possible or practical, the Board should seek to employ personnel as regular members of the staff from outside the District who will be able to perform the required activities.

ARTICLE 9 – TRANSFERS

- 9.0 Request by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the superintendent and one copy may be filed with the Association. The application shall set forth the school, grade or position sought. The teacher must be prepared to provide evidence of certification and qualifications for the position requested. Requests for transfer must be submitted to the superintendent by April 30 of each year.
- 9.1 An involuntary transfer will be made only for reasonable and just cause. Cause for involuntary transfer includes only cause as part of a necessary reduction of staff as determined pursuant to this Agreement to maintain the most senior teachers possible district wide. The Superintendent shall notify the affected teacher and the Association in writing of the reasons for such transfer. No teacher shall be involuntarily transferred to a position requiring Highly Qualified status pursuant to ESEA/NCLB if the teacher is not Highly Qualified for the position. Involuntary transfers related to a necessary reduction in staff shall be made in reverse order of the seniority list.

ARTICLE 10 - ILLNESS AND DISABILITY

- 10.0 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 fifty-five (155) days pro-rated based on the teacher's regularly scheduled work day/week.

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 leave to recover from his own illness or disability.
- B. Death in the Immediate Family - The teacher may take a maximum of five (5) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, grandparents, sister-in-law and brother-in-law or someone who stands in their stead.
- C. Other Deaths - The teacher may take one (1) day per death to attend the funeral of any person at the discretion of the superintendent.
- D. Illness in the Immediate Family - the teacher may use a maximum of twelve (12) days of his leave for illness in the immediate family. Immediate family shall be defined as in B above.
- E. Sick leave shall not be taken in less than one-half ($\frac{1}{2}$) day blocks.

10.1 The Board shall furnish each teacher with a written statement before the beginning of each school year setting forth the total sick leave credit.

10.2 Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the duration of the illness. The difference shall be charged against sick leave at the rate of one-third ($\frac{1}{3}$) sick day. The employee shall receive his/her full salary from the Board, and salary benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received. Once the employee has exhausted his or her sick leave, the Board's obligation under this paragraph is fully discharged.

10.3 When illness or death in the family makes it necessary for the employee to leave the community for a prolonged period (i.e., five (5) days or more), he will provide the Superintendent's office with an address at which he can be reached. In the event the Board at any time has reason to believe that a teacher may be abusing the sick leave privileges, it may require proof of illness.

10.4 Because of mental or physical illness, it may sometimes be necessary for the Board to place a teacher on involuntary sick leave. In such cases the Board, may, at its own expense, require a teacher to submit to a mental or physical examination by appropriate specialists to determine whether involuntary sick leave is warranted. For any discussion at a Board of Education meeting regarding mental or physical examinations, the Board shall convene a closed session as requested by the teacher.

10.5 Voluntary Donation of Sick Days

1. Donation of sick days to individuals
 - a. A teacher may volunteer to donate one (1) or more of his/her sick days in whole day increments, for a total of 10% per year of his/her accumulated sick days, to any individual who qualifies under guidelines listed below.

Any teacher with fewer than fifty (50) sick days is ineligible to donate days.
 - b. The teacher's decision to donate sick days is irrevocable. The individual donating days will complete a Sick Day Donation Form (Appendix F).
 - c. Unused sick days for each individual case will not be charged.
 - d. Donated days shall be charged in the following manner: The teachers who donate will be placed on a list in descending order of accumulated sick days. One day at a time shall be charged from each donating teacher as needed, starting with the teacher who has the greatest number of accumulated sick days.

For example:

Teacher	A	B	C
Accumulated Sick Days	110	85	50
and # of days each donates is	8	3	5,
and if 5 days are needed, they will be charged as follows:			
	-1	-1	-1
	-1	-1	

Teacher A would actually be charged only 2 donated days; the other 6 are not charged and remain in teacher A's accumulated sick days.

2. Eligibility: The teacher who requests sick day donations for him/herself or for an immediate family member (defined in paragraph 3.a) must first exhaust all of his/her own sick and personal days. The teacher must sustain a five (5)-day unpaid waiting period after exhausting all of his/her own sick and personal days. Only one five-day unpaid waiting period shall be required per school year.*

The individual requesting donated days will complete a Sick Day Donation Form (Appendix F). There shall be a maximum of twenty (20) donated sick days per request.

To continue eligibility, the teacher must remain in contact with the office of the Superintendent on a weekly basis. (A family member may do so if the teacher is unable to communicate.)

3. For purposes of use of donated sick days, "immediate family" is defined as spouse, children, either biological or adopted, parents or grandchildren. The superintendent may approve use of donated sick days for other individuals.

The decision to grant use of donated sick days for the teacher or his/her immediate family member may be based in part on, but not limited to, any of the following:

- a. A review of other options available for the care of the immediate family member;
- b. A doctor's statement is required clearly indicating that medical treatment/care is needed and stating the estimated length of leave time needed. A new statement from a doctor is required for each additional request for donated days.

4. General Information:

- a. The individual requesting donated sick days must send the form to both the superintendent and the Association president.
- b. Request for use of donated sick days may require the completion of Family and Medical Leave Act forms.
- c. Any current insurance benefits will continue while the teacher is utilizing donated sick days.
- d. The provisions and benefits of donated sick days terminate at the end of each school year.
- e. If it appears that an individual is abusing the above provisions, the Superintendent may direct said individual to provide additional information from two doctors of the Superintendent's choosing to determine whether the care of the "immediate family" member is required. The cost of such examination will be paid by the Board.

10.6 Any teacher whose personal illness extends beyond the period compensated by personal and/or donated sick leave will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one year. Further extension may be granted at the will of the Board.

10.7 Sick Leave Payout - Upon retirement or separation from the District each teacher shall be paid forty dollars (\$40) per day for each unused sick day.

* Upon ratification of the 2010-2013 Agreement, any previously donated but unused sick days are null and void. In other words, effective upon ratification, no previous donations shall be recognized or continued to be used. In order to obtain donated days or to donate days, the provisions of Section 10.5 must be followed.

ARTICLE 11 - PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- 11.0 Leaves of absence with pay, and not chargeable against the teachers' sick leave, will be granted for the following reasons:
- A. Administration approved visitation of other schools or attendance at conferences, workshops, or institutes of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the administration.
 - B. When attending any function so directed by the administration.
- 11.1 At the beginning of every school year, each teacher shall be credited with three (3) days to be used for the teacher's personal business. A personal day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day shall notify his principal at least two (2) days in advance, except in cases of emergency. Personal Leave Days shall not be used before or after a holiday or vacation period for the purpose of extending vacation. The unused portion shall accumulate as sick leave. The personal leave days may be taken for a period of no less than one-half ($\frac{1}{2}$) day. Half of one day is defined as from 7:50 a.m. to 11:30 a.m. and from 11:30 a.m. to 3:14 p.m.
- 11.2 Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in a judicial or administrative matter, or who shall be asked to testify in any arbitration or factfinding concerning Clare Public Schools, shall be paid his salary less jury or witness fee for such time spent on jury duty or giving testimony.
- 11.3 At the beginning of every school year, the Association shall be credited with fifteen (15) 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 forty-eight (48) hours in advance of taking such leave. The required substitute pay will be reimbursed by the Association for the last five (5) days. No more than seven (7) days shall be granted to the same person.

ARTICLE 12 - UNPAID LEAVES OF ABSENCE

- 12.0 A leave of absence of up to one (1) year shall be granted to any tenured teacher, upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his professional responsibilities; provided said teacher states, in writing, his intention to return to the school system. Seniority shall be frozen and will not accrue during leaves granted under this paragraph.
- 12.1 A leave of absence of up to one (1) year shall be granted to any tenured teacher, upon application, for the purpose of engaging in study in an accredited college or university reasonably related to his professional responsibilities. Said leave and advancement on the salary schedule shall be determined at the discretion of the Board. The determination

regarding placement on the salary schedule shall be made in writing prior to the granting of such leave. Seniority shall be frozen and will not accrue during leaves granted under this paragraph.

- 12.2 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.
- 12.3 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. Regular salary increments shall accrue up to a maximum of two (2) years unless a longer period must be allowed under the Uniformed Services Employment Reemployment Rights Act (USERRA).
- 12.4 Child Rearing - A leave of absence may be granted to members of the bargaining unit at the discretion of the Board.
- 12.5 In cases other than military, written notice of intention to either return or resign, or request a one year extension shall be given to the Superintendent of Schools by April 1 of the year in which the leave expires. In the letter from the Board/superintendent confirming the leave, the Board/superintendent shall notify each teacher granted leave that the teacher has the responsibility to inform the Board of his/her intent to return, request an extension or resign.
- 12.6 Failure of the teacher to provide written notification to the Board by April 1st shall result in a one-year extension of the leave. However, the teacher will be offered the first open position in accordance with 12.7 below and Article 8.10.
- 12.7 Returnees from a leave of absence are not guaranteed their former position. They are entitled to a position based on their certification, qualifications, and seniority.
- 12.8 Family and Medical Leave Act

A teacher (herein referred to as the 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.

12.9 Medical certification(s) may be required by the Board to support the need for leave due to a serious health condition.

12.10 An Employee will be required to use all accrued sick leave and/or personal leave while on Family Medical Leave. For purposes of the Family Medical Leave Act, accumulated sick leave that is available to the Employee may be substituted by the Employee, under this article, for an unpaid leave due to personal illness or disability of the staff member. In the case where the District has employed both husband and wife, the total amount of family

leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse.

- 12.11 Whenever practicable, a thirty (30)-day advanced written notice of the need to take a Family Medical Leave is required of foreseeable leaves.
- 12.12 An Employee returning to work from a leave described herein shall be restored to his/her former position or to one that is equivalent in benefits, pay, and other terms and conditions of employment. During a Family Medical Leave, the Board shall maintain the Employee's current coverage under the District's health, dental, and vision insurance program provided the Employee continues to pay any normal Employee contribution as applicable monthly.
- 12.13 Should the Employee elect not to return to work at the end of an approved leave outlined herein for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the Employee, the District may seek reimbursement for the health premium paid by the District during the leave period.
- 12.14 Employees shall receive wage schedule credit, sick leave credit, and accumulation of seniority when returning from family medical leave.

ARTICLE 13 - RETIREMENT

- 13.0 Teachers who elect to retire 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 April 10 by 4:00 p.m. The Board may limit the number receiving this benefit to five (5) members in a given year if finances deem it necessary.

ARTICLE 14 - TEACHER EVALUATION

- 14.0 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. All evaluations shall be made in the best interests of the children and the teaching-learning process. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.
 - A. Probationary teachers shall be provided with an annual year-end performance evaluation each year during the teacher's probationary period which shall be based on, but not limited to, at least two classroom observations held at least sixty (60) days apart, unless a shorter interval is agreed upon by the teacher and the administration. Tenured teachers shall be observed for the purposes of evaluation at least once every three (3) years. Under Race to the Top legislation (School

Code Section 1249), all teachers shall be evaluated annually. If the law is repealed, the standard for tenured teachers shall revert to at least once every three years. Observations shall not be made the first or last week of the semester, the day before or after a holiday/vacation, or the day after a teacher's absence.

- B. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited except with written permission of the teacher.
- C. Each new teacher upon his employment, or at the beginning of the school year, whichever is later, shall be advised of the evaluation procedure.
- D. A pre-evaluation conference shall be held between the evaluator and the teacher before the first observation of the year, so that the evaluator can be advised of the teacher's objectives, methods, and materials planned for the teaching-learning situation to be evaluated. At the pre-evaluation conference the evaluator shall provide the teacher a copy of the annual year-end performance evaluation form.
- E. Each scheduled observation of a teacher shall be in writing and shall be followed by a personal conference between the teacher and his evaluator within ten (10) working days of the observation for the purposes of discussing the observation. All observations shall be attached to the year-end performance evaluation.
- F. The year-end performance evaluation shall be in writing and a copy given to the teacher within ten (10) working days of the completion of the final observation. If the teacher disagrees with the evaluation, he may submit a written answer within ten (10) working days which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure, Article 23. If an evaluator finds a teacher's performance needs improvement or is unsatisfactory, 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 of assistance to be given. If a specific deficiency is not noted again within two and one-half (2½) years, there shall be a presumption that improvement has taken place.

ARTICLE 15 - ARRANGEMENTS FOR SUBSTITUTE TEACHERS

- 15.0 The Board will assure there is a proper system in place for a teacher to report unavailability for work and for the arrangement of substitute teachers. However, the responsibility for providing seating charts, lesson plans, and adequate instructions for the substitute remains with the teacher reporting unavailability.
- 15.1 The substitute system will accept requests for preferred subs from teachers.

15.2 Every effort will be made to secure a qualified substitute teacher when a teacher is absent for one-half (½) day or more. If a teacher works as a substitute teacher during his conference and preparation period, he shall receive compensation of twenty dollars (\$20) 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. Substitute teaching during the conference and preparation period is mandatory for all teachers when required by the principal. All X-hour teachers shall be exempt from having to substitute during the last period. After ten (10) periods of substituting teaching assignments per year, the teacher shall be paid at his regular rate. The hourly rate shall be defined as the annual salary divided by (179* x 5 or 6) depending on the number of classes taught in a normal secondary school schedule. All substitute pay shall be paid at the end of second semester.

* The number of days is per the calendar of teacher duty days which includes each evening conference as one-half day for purposes of these calculations.

A teacher who works as a substitute teacher during his/her conference and preparation period may choose to accumulate compensatory time at the rate of one compensatory (comp) day for six (6) teaching periods of subbing. A comp day may be used for any purpose at the discretion of the teacher. Comp days must be used in full-day increments. A teacher planning to use a comp day shall notify his/her principal at least two (2) days in advance, except in cases of emergency. Comp Days shall not be used before or after a holiday or vacation period for the purpose of extending vacation. Comp days shall accumulate from year to year as comp days.

ARTICLE 16 - DISCIPLINE OF TEACHERS

16.0 No teacher shall be disciplined without just cause. The term discipline as used in this Agreement includes warnings and reprimands.

16.1 Discipline of teachers shall be subject to the grievance procedure, provided that in the case of probationary teachers, the Board may give such notices as shall be required or permitted by the Michigan Teacher Tenure Act during the pendency of any grievance. For teachers on tenure or continuing contracts, pending grievances shall be held in abeyance upon the filing of written charges under the Michigan Teacher Tenure Act and the Tenure Act shall thereafter govern all proceedings against the teacher.

16.2 Any disciplinary action taken against the teacher shall be appropriate to the behavior which precipitates said action.

ARTICLE 17 - TENURE

17.0 The Board and the Association shall be governed by provisions of the Michigan Teacher Tenure Act, as amended.

- 17.1 Each probationary teacher shall be assigned a mentor teacher during the teacher's probationary period.
- 17.2 Principals shall solicit volunteers for mentoring at the beginning of each school year.
- 17.3 The mentor (a tenured teacher) shall be selected from the same department, or from a closely related position, whenever practicable. The principal shall notify both the probationary teacher and the mentor of the assignment. Mentor assignment changes may be made at the request of the mentor, probationary teacher, principal or Association. The duties of mentor will be those previously undertaken by tenured mentors. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- 17.4 A joint meeting of probationary teachers, mentors and building representatives shall be convened by the administration within four (4) weeks after the assignment of mentors in the fall. At said meeting each building principal, or his designee shall review the methods and schedule for teacher evaluation to be used during the year and provisions of the Michigan Teacher Tenure Act. An administrator shall outline the mentor's duties. The meeting shall be open to all teachers and the CEA president and CEA representatives shall be notified.
- 17.5 The principal and probationary teacher will meet formally at least once each semester, or more often as needed, to discuss evaluations and any other matters of concern. The mentor or Building Representative shall attend these meetings, unless the probationary teacher elects not to have a mentor or Building Representative present. Additional meetings may be requested by any of the parties concerned.
- 17.6 All teachers shall be notified in writing when placed on continuing tenure.
- 17.7 Each principal shall meet once each year with each tenured teacher on his staff, or more frequently if needed. The purpose of this meeting will be to discuss mutual concerns and any evaluations made during the year.

ARTICLE 18 - SCHOOL CALENDAR

- 18.0 For the term of this Agreement the school calendar shall be set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. The Board (after consultation with the Association) may schedule additional days of student instruction if this becomes necessary to qualify for full state aid.
- 18.1 Any additional student attendance days that are required in order for the District to qualify for full state aid under provisions of Public Act 237 shall be added beginning with the first week day following the last scheduled student attendance day. The teacher work day shall be subsequently scheduled on the first week day following the last required

make up day. No student attendance days or teacher work days shall be scheduled unless required in order for the District to receive full state aid.

- 18.2 For the first five (5) required additional student attendance days referred to above, teachers shall receive no additional compensation. For each of the next eight (8) required additional student attendance days, teachers shall be compensated at the daily rate of the appropriate year BA base. For any required additional student attendance days over thirteen (13), teachers shall receive no additional compensation.
- 18.3 The Association and the Board recognize the need to conduct parent-teacher conferences, hold in-service training meetings for teachers and inform the public regarding the operation of the school system. In order to further these purposes, the following understandings have been reached:
- A. There will be scheduled formal parent-teacher conferences at all grade levels from 4:30 to 7:30 p.m. on the first day; 12:30 to 3:30 and 4:30 to 7:30 p.m. on the second day; school will not be in session on the third day and it shall be a non-work day for teachers. Teachers will individually schedule time as needed to complete conferences.
 - B. Also in order to better inform parents regarding the operation of their schools, it has been agreed that there will be scheduled one two-hour evening meeting for parents for the purpose of conducting a special program or open house.
 - C. Two professional development days shall be included prior to the start of school and three on days during the school year. Staff input may be incorporated regarding the content of in-service days through surveys conducted by each building school improvement team. Requests to attend conferences will be subject to approval by building administrators. The district will count a maximum of thirty-eight (38) hours of professional development toward student instruction time.

ARTICLE 19 - PROFESSIONAL COMPENSATION

- 19.0 The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated into this Agreement. Schedule B is effective July 1, (beginning of the fiscal year) and will remain in effect until June 30, (end of the fiscal year). Employees with extra duty salary may elect to have their extra duty pay in one lump sum.
- 19.1 The Board shall effect a change in salary status for professional personnel during the year when a staff member achieves an additional educational level, and salary will be adjusted accordingly at the beginning of the next semester. A written application for adjustment and supporting documents required must be filed with the District before salary adjustments will be made.

- 19.2 Teachers having a given number of years of teaching experience credit on the salary schedule plus any fraction equal to or more than one-half ($\frac{1}{2}$) year of additional experience will receive the salary allowed for said number of years plus one-half ($\frac{1}{2}$) the full increment allowed for one (1) full year additional experience. Teaching experience shall be interpreted to mean full-time teaching under contract, or written agreement, with a public school. It shall be the teacher's responsibility to provide written proof of such experience upon request of the Board.
- 19.3 In figuring payment, or deduction of days, computation shall be based on 179 teacher work days.
- 19.4 Teachers involved in the extra duty assignments set forth in Schedules C-1 and C-2, which are attached to and incorporated in this Agreement, shall be compensated in accordance with provisions of this Article and the annexed schedules. These provisions and schedules shall be made a part of the individual teacher contracts wherever they apply. Additional compensation for extra duty is to be based on the step of salary schedule, excluding longevity, corresponding to the number of years experience the individual has in that specific duty. The Board reserves the right to add to or subtract from the list of extra duties for which compensation is provided. The Association shall be advised of any such additions, deletions and adjustments within thirty (30) days of the date they are made. It is understood that the part of an individual teacher contract stipulating additional compensation for a teacher performing extra duties has a non-tenure status. For a teacher who has attained continuing tenure as a classroom teacher, failure of the Board to reemploy such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra sessions, as amended.
- 19.5 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.
- 19.6 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.
- 19.7 Teachers must notify the Board of any changes in pay option selection by the last scheduled work day of the preceding year.
- 19.8 Compensation for extra duties, that last less than a semester, shall be paid in a lump sum upon duty completion. Those members who have an extra duty assignments which lasts the duration of the school year shall have the option of receiving half ($\frac{1}{2}$) of their extra

duty salary for that assignment paid to them at the end of the first semester. The remaining half (½) would be paid at the end of the second semester.

- 19.9 Nothing herein shall prohibit the Board from paying certificated personnel at the rates established in Schedule B-1 and B-2 for work performed as a result of extensions of individual teacher contracts.
- 19.10 A new teacher in the Clare Public Schools may be given up to ten (10) years of experience credit on the salary schedule for teaching experience gained outside of the Clare District. No private, parochial or charter school experience will count toward the ten (10) years. Any teachers hired prior to November 1, 1998, who were given credit, will be grandparented.
- 19.11 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.

ARTICLE 20 - BOARD SUPPORT OF TEACHERS

- 20.0 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.
- 20.1 Suspension of students from school may be imposed only by the superintendent, or principal, or their designated representative. Teachers and administrators will endeavor to achieve correction of student misbehavior through counseling and interviews with the child 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 school principal may assign more than one teacher to the instruction of required subjects when feasible.
- 20.2 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.
- 20.3 It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, provide records or written reports as may be needed to assist in working with these students. The teacher shall also, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs assistance.

- 20.4 A teacher may temporarily exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligation will allow, full particulars of the incident. When the principal feels it is necessary, or when requested by the teacher, the principal will advise the teacher as to any corrective action taken.
- 20.5 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 child 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 Workers' Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
- 20.6 Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and the property of pupils 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.
- 20.7 No teacher shall be required to administer medication prescribed for a student.
- 20.8 No teacher shall be required to transport any child for any reason.

ARTICLE 21- PROFESSIONAL BEHAVIOR

- 21.0 The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive discipline, shall notify the teacher of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction when such action is appropriate. Alleged breaches of discipline shall be promptly reported to the offending teacher.
- 21.1 A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. This does not apply to the evaluation procedure. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, unless the urgency of the situation requires immediate action. All information forming the basis for disciplinary action will be made available to the teacher.

ARTICLE 22 - INSURANCE PROTECTION

22.0 Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to provide to the employee MESSA-PAK for the employee and his/her entire family and any other eligible dependents as defined by MESSA.

- A. MESSA-PAK, Plan A, consists of MESSA Choices II, \$10/20 Rx with XVA2; MESSA LTD 60%, 90 calendar day modified fill, \$2,500 monthly maximum, Alcohol/drug 2 yrs, Mental/nervous 2 yrs., SS Freeze; Delta Dental Plan Class I at 60%; Class II at 60%; Class III at 60% with annual max of \$1000; and Class IV orthodontics at 60% with a \$1000 lifetime max; two cleanings per year; no adult orthodontics; MESSA Neg. Life \$20,000; AD&D \$20,000; and VSP 2 SILVER

The Association may add cost saving riders to the MESSA Health Plan (Plan A) at its discretion annually with notification to the superintendent's office. If the Association adds a cost saving rider(s), the Board shall not be responsible for reimbursing teachers for any deductible or other co-pay added with the rider. If the Association adds a rider(s), any level of benefit changes to the MESSA Health Plan (Plan A) shall be applied to all teachers enrolled in Plan A.

The Board shall pay the following amounts for the MESSA PAK Plan A premium.

	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>
FF:	\$17,228	\$18,328	\$19,428
2P:	15,609	16,709	17,809
SS:	100%	100%	100%

If the Board's cost for the premium is less than the cap identified above, the difference shall be applied to raise the cap for the following year by that amount. For example, if the Board's cost for the 2011-12 FF premium is \$18,128, which is \$200 lower than the cap above, the \$200 shall be added to the 2012-13 FF cap, thus making the cap for 2012-13 = \$19,628.

Any insurance payments owed by the teacher beyond the amounts paid by the Board shall be made by payroll deduction as pre-tax payments pursuant to an IRS qualified Section 125 plan.

- B. Those employees not electing MESSA-PAK, MESSA Choices II, \$10/20 Rx, Plan A, will select MESSA-PAK, Plan B. Plan B consists of: Delta Dental Plan Class I at 75%; Class II at 75%; Class III at 60% with annual max of \$1000; and Class IV orthodontics at 75% with a \$1200 lifetime max; two cleanings per year; no adult ortho; VSP-3 GOLD; Neg. Life \$30,000; AD&D \$30,000; and

MESSA LTD 60% same as above in MESSA PAK, Plan A;
Cash-in-lieu-of-insurance shall be \$100 per month.
The Board shall continue to pay the full MESSA PAK Plan B premium.

- 22.1. The Board shall make payment of insurance premiums for each teacher to assure insurance coverage for the full twelve (12) month period commencing July 1. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- 22.2 A single payroll deduction shall be available for all additional MESSA Programs.
- 22.3 When an employee (a bargaining unit member) shares time with another program within the Clare system, that member's work time will be combined to determine status. Benefits shall be awarded proportionately from the respective bargaining units.

ARTICLE 23- GRIEVANCE PROCEDURE

- 23.0 For the purpose of this Agreement, the following Grievance Procedure shall be used.
- 23.1 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.
- 23.2 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.
- 23.3 Step II - Within ten (10) working days, the issue shall be reduced to a written grievance upon the form provided (Contract Attachment No. 1), identifying the issue or issues and stating what article or articles and section or sections of the contract are involved.
- 23.4 Within ten (10) working 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 principal or supervisor and one other member of the school administration appointed by the Superintendent.
- 23.5 Within ten (10) working days, the principal or supervisor and one other member of the school administration shall write their answer to the grievance on the Grievance Form, and the principal or supervisor, and one other member of the school administration and two Association representatives shall sign showing their concurrence or nonconcurrence.
- 23.6 Within ten (10) working 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.

- 23.7 STEP III – Within the (10) working days of receipt of written notification from the Association, the Superintendent will schedule a meeting between the grievant, one other Association member, the Uniserv Director, the grievant's immediate supervisor, and the Superintendent to consider the grievance. 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.
- 23.8 STEP IV – At the next regularly scheduled Board of Education meeting, or within twenty (20) working days, the grievance will be placed on the agenda. If satisfaction is not achieved at this meeting, the Association may proceed to arbitration.

ARTICLE 24 - ARBITRATION - STEP V OF GRIEVANCE PROCEDURE

- 24.0 Any grievance remaining unsettled at the conclusion of the Grievance Procedure outlined in Article 23 of this Agreement may be submitted to arbitration by either the Board or the Association under the following conditions:
- A. The matter to be arbitrated must concern the application or interpretation of this Agreement, either as to the meaning of its terms or as to the rights of either party under these terms, or as to whether some action which has been taken is justified according to these terms.
 - B. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within ten (10) working days of the conclusion of Step IV of the Grievance Procedure, except that either party may request in writing an extension of time to notify, but in no event shall such time limit be extended beyond forty-five (45) calendar days after the conclusion of Step IV of the Grievance Procedure. Such notification shall identify the grievance and the issue and shall state what part, or parts, of the contract is, or are, involved. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
 - C. Within ten (10) working days after receipt of such written notice, provided for in paragraph 24.0, B above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties.
 - D. The rules and guidelines of the American Arbitration Association shall be followed.
 - E. 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 or an issue within the jurisdiction of a state or federal administrative agency unless it is a violation of the provisions of this contract.

F. The arbitrator's fees and expenses shall be borne equally between the Association and the Board.

- 24.1 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.
- 24.2 Withdrawal of Cases - A case which an arbitrator has been given authority to rule shall not be withdrawn except by mutual consent of the parties to this Agreement.
- 24.3 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 25 - CONTINUITY OF OPERATION

- 25.0 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.
- 25.1 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.
- 25.2 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.

ARTICLE 26 - NEGOTIATION PROCEDURES

- 26.0 This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation and terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. During the term of this Agreement neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. However, it is recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties will accordingly undertake to cooperate in arranging meetings, selecting representatives for discussions, furnishing necessary information and otherwise constructively considering the resolving any such matters, provided they mutually consent to such discussion.
- 26.1 Beginning not later than May 1st of the calendar year in which this Agreement expires, the Clare Education Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teachers' salaries and other conditions of their employment.
- 26.2 Neither party in any negotiations 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 the school district. While no final agreement shall be executed without ratification by both the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 26.3 If the parties fail to reach an agreement in any such negotiations, either party may involve the mediation machinery of the State Department of Labor Employment Relations Commission or take any other lawful measures it may deem appropriate.
- 26.4 No reprisals of any kind will be taken by either party or by any member of the administration against any Association representative or Association member or Board member or Board representative involved in Master Agreement Negotiation Procedures.

ARTICLE 27 - PERSONNEL REDUCTION

- 27.0 A teacher shall be notified of termination or layoff thirty (30) days before the end of the school year or sixty (60) days prior to the beginning of the new school year. Termination or layoff shall be pursuant to a necessary reduction in personnel or if there is substantial decrease in the students enrolled in the school district or if there is a substantial decrease in the revenues of the school district or for other lawful reasons. The decisions as to the existence of cause for necessary reduction in personnel may be the subject of a grievance.

27.1 In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those persons who are certified to teach in those areas or disciplines to be preserved and have the longest period of continuous service in the bargaining unit. The Board shall first determine which positions are to be preserved and which are to be reduced or eliminated. Those teachers whose positions are reduced or eliminated shall be considered displaced from their positions. On the basis of seniority, certification and qualification, a displaced teacher shall have the right to another position to maintain full time employment or the equivalent of the position previously held.

For example, if one third-grade position is eliminated, the least senior third-grade teacher is displaced. If a position in a secondary department is eliminated, the least senior teacher in the department is displaced. Special education, art, music, physical education, health and counseling shall each be considered a district-wide department. When the Board eliminates or reconfigures one or more special education positions, the displaced special education teacher(s) will select from district wide special education positions in order of seniority. The least senior of the special education teachers district wide is displaced from the special education department. The same process shall apply to the other district wide departments of art, music, physical education, health and counseling.

27.2 The goal is to have all displaced and pink slipped/laid off staff placed in open positions. If the number of displaced and laid off staff exceeds the number of open positions, lay offs would result for the lowest senior staff. Non-tenured teachers shall be laid off first, followed by the least senior tenured teachers. Beginning with the least senior non-tenured teachers, teachers will be laid off in sufficient number to accommodate the retention of the most senior, certified teachers. These positions shall be considered open for purposes of placement of displaced teachers. In those cases where certification and seniority are equal, other qualifications may be considered.

27.3 In May at a staffing meeting with the superintendent and the Association, displaced teachers shall select from the open positions that resulted from the layoff of the lowest senior teachers including any positions anticipated to be open for the succeeding school year due to such events as retirements, resignations, etc. Staffing meetings to fill open positions shall be conducted in order of highest to lowest senior displaced members selecting positions from those considered open. A teacher may not select an open position that results in a lay off that could be prevented by a different choice that is within the teacher's certification and qualifications. If all displaced teachers do not have a position at the end of the first staffing meeting, every teacher who selected a position at the staffing meeting shall be returned to the position held at the start of the staffing meeting. A second staffing meeting shall occur after necessary transfers occur according to contractual transfer language.

27.4 If the number of open positions equals or exceeds the number of displaced and pink slipped teachers, transfer requests may be considered at the staffing meeting. (See Articles 8.5 A and 9.0) Also, if, by granting a request for transfer to an open position, a vacancy is created which would preclude a layoff or allow the district to recall a bargaining unit member from layoff, the transfer request shall be granted. If a transfer

request does not cause a layoff or prevent a recall, it shall be granted on the basis of seniority providing the teacher meets the certification and qualification requirements.

- 27.5 In the event of lay off, the Board will make every effort to insure that separated personnel may be placed in other teaching situations that may be under the Board's control.
- 27.6 In the event of lay-off, the Board will institute a recall procedure which, when implemented, will insure that teachers will be recalled in the reverse order of lay-off. Recall will be initiated as soon as positions become available. Tenured teachers not recalled within five (5) years of lay-off shall be removed from the seniority/recall list. Probationary teachers not recalled within three (3) years of layoff shall be removed from the seniority/recall list.
- 27.7 Any teacher laid-off pursuant to this Article shall continue to receive insurance protection, as outlined in this Agreement, until the end of the semester if financial resources are available.
- 27.8 Additional determining criteria to be used by the Association and the Board for the seniority list and/or personnel reduction are:
- A. Teachers teaching half time or less shall receive half time seniority credit. Teachers teaching more than half time shall receive full time seniority credit.
 - B. It shall be Schedule B time, not Schedule C time, that determines seniority.
 - C. Seniority for all purposes under this Agreement shall be defined as length of service within the bargaining unit from the first date of work within the bargaining unit. All Bargaining Unit seniority is lost when employment is severed by resignation, retirement and/or discharge for cause. Lay-off and the taking of leave(s) as provided under this Agreement shall constitute a break in service and seniority shall not accumulate during such periods.
 - D. A seniority list consistent with this Agreement shall be prepared by the Board by October 15 of each year. The seniority list shall be in rank order of the teachers' total years of service in the bargaining unit as set forth in the preceding section. In the event more than one teacher has the same first day of work, the relative place of such teacher on the seniority list with respect to that date of work will be determined by a drawing of lots participated in by all affected teachers. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected teachers two weeks before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows Association members to attend. The Association president or his/her designee shall draw for any person unable to be in attendance. All affected teachers will be notified in writing of the results of the drawing within one week
 - E. 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 will be noted and corrections made as required to conform to this Agreement. Any

objections to the list shall be made within thirty (30) days of the list being provided to all teachers. Teachers shall be provided a form to verify the accuracy of their placement on the seniority list.

For openings when there are no displaced, laid off or pink slipped staff, refer to Article 8 of the Master Agreement.

ARTICLE 28 - MISCELLANEOUS PROVISIONS

- 28.0 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.
- 28.1 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.
- 28.2 This Agreement shall supersede any rules, regulations, or practices of the Board and Association which shall be contrary to, or inconsistent with, its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 28.3 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.
- 28.4 Provided the Clare Public Schools continue to participate in the Central Michigan University or other University sponsored student-teaching programs, cooperating teachers will continue to receive remuneration in the amount the University reimburses the Board for each student teacher in addition to contractual salary. Provisions will be made for cooperating teachers to attend student teaching conferences at the University whenever possible in the opinion of the principal and/or the Superintendent.

ARTICLE 29 – COACHES' RIGHTS

29.0 Evaluation

Each bargaining unit member, upon employment in a coaching activity, 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 evaluating form.

- 29.1 First year coaches shall be evaluated at least two times during the first year. Experienced (two years or more) coaches shall be evaluated at least once per year.
- 29.2 All monitoring or observation of the work of a coach shall be conducted openly and with full knowledge of the bargaining unit member.
- 29.3 Each observation shall be preceded by an observation conference between the administrator and the bargaining unit member so that the administrator can be apprised of the bargaining unit member's objectives and methods, as well as the materials planned for the teaching-supervising situation during which the bargaining unit member is to be observed.
- 29.4 The administrator shall prepare and submit a written report and recommendation to the bargaining unit member within ten (10) working days of the observation. If an administrator believes that the bargaining unit member 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 bargaining unit member is to improve, and from whom the assistance will be obtained. If a specific deficiency is not noted again within two and one-half (2½) years, there shall be a presumption that improvement has taken place
- 29.5 The administrator shall hold a post observation conference upon request of the bargaining unit member 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 bargaining unit member.
- 29.6 A bargaining unit member who disagrees with an observation report or recommendation may submit a written answer within ten (10) working days which shall be attached to the file copy of the observation in question.

29.7 Due Process Hearings

Each bargaining unit member shall be entitled to a hearing before the full Board for the following reasons:

- A. Dismissal
- B. Suspension-- Hearings for suspensions shall be held within seven (7) calendar days of notification of the superintendent or his/her designee.
- C. Non-renewal of contracts

- 29.8 Coaches shall be notified of parental complaints which may involve future comments on evaluations or future disciplinary action.

29.9 Grievance Procedure

Coaches who are members of the bargaining unit may elect to process a grievance under the provisions of Articles 23 and 24.

ARTICLE 30 - VOLUNTARY JOB SHARING

- 30.0 If two teachers, either jointly or individually, request to share a full-time position and it is deemed feasible by the building principal(s) involved and the superintendent, then the request will be considered. The request must be made by no later than April 1 of the current school year. The sharing must occupy a full year. Salary and fringe benefits will be prorated on the basis of time spent in the classroom by each of the faculty members. The principal and the superintendent will make a final determination regarding job sharing.

ARTICLE 31 - DURATION OF AGREEMENT

31.0 This Agreement shall be effective as of July 1, 2010, and shall continue in effect until the June 30, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Retroactivity to July 1, 2010, shall apply to Schedule B and Schedules C1 and C2.

CLARE EDUCATION ASSOCIATION:

By Lori Taylor
Its President, Lori Taylor

By Jason Lundin
Its Secretary, Jason Lundin

By Beckie Hewson
Negotiating Team, Beckie Hewson

By _____
Negotiating Team, Matt Rodenbo

By Matt Rodenbo
Negotiating Team, Matt Rodenbo

By Judy Hacker
Negotiating Team, Judy Hacker

By Kathleen Tucker
MEA Uniserv, Kathleen Tucker
Negotiations Spokesperson

CLARE BOARD OF EDUCATION:

By Tom Weaver
Its President, Tom Weaver

By Carol Santini
Its Secretary, Negotiating Team
Carol Santini

By Ben Browning
Negotiating Team, Ben Browning

By Lynn Graham
Negotiating Team, Lynn Graham

By Greg McMillan
Its Superintendent, Greg McMillan
Negotiations Spokesperson

Dated this 22 day of NOVEMBER, 2010

APPENDIX A

Schedule A-1

July 2010

Su	Mo	Tu	We	Th	Fr	Sa	
					1	2	3
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

August 2010

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2010

Su	Mo	Tu	We	Th	Fr	Sa	
				1	2	3	4
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

October 2010

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2010

Su	Mo	Tu	We	Th	Fr	Sa				
					1	2	3	4	5	6
7	8	9	10	11	12	13				
14	15	16	17	18	19	20				
21	22	23	24	25	26	27				
28	29	30								

December 2010

Su	Mo	Tu	We	Th	Fr	Sa		
					1	2	3	4
5	6	7	8	9	10	11		
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19	20	21	22	23	24	25		
26	27	28	29	30	31			

CLARE PUBLIC SCHOOLS SCHOOL CALENDAR 2010-2011

August

31 Teacher Work Day

September

1 PD DAY
2 PD DAY
3 Labor Day Holiday Weekend
6 Labor Day Holiday Weekend
7 ½ Student Day*; ½ Teacher Work Day

October

November

15 No School-Opening Day Deer Season
22 Evening Only Parent/Teacher Conferences
23 ½ Student Day*; Parent/Teacher Conferences (PM) & Evening Conferences
24 No School
25-26 Thanksgiving Holiday

December

6 No School; PD DAY
22-31 Christmas Break

January

20 ½ Student Day*; Teacher Work Day
21 No School; Teacher Records Day

February

18 No School; PD DAY

March

1 MNE & PD DAY
25-31 Spring Break

April

1 Spring Break
22 Good Friday

May

30 Memorial Day

June

2 Last Day Students - 1/2 Day*
3 Last Day Teachers

* ½ Day – Release at 11:39 am

Daily Starting and Ending Times

Primary School 8:10 am - 3:09 pm
Middle School 8:15 am - 3:09 pm
High School 8:15 am - 3:09 pm

January 2011

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2011

Su	Mo	Tu	We	Th	Fr	Sa			
					1	2	3	4	5
6	7	8	9	10	11	12			
13	14	15	16	17	18	19			
20	21	22	23	24	25	26			
27	28								

March 2011

Su	Mo	Tu	We	Th	Fr	Sa			
					1	2	3	4	5
6	7	8	9	10	11	12			
13	14	15	16	17	18	19			
20	21	22	23	24	25	26			
27	28	29	30	31					

April 2011

Su	Mo	Tu	We	Th	Fr	Sa	
						1	2
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

May 2011

Su	Mo	Tu	We	Th	Fr	Sa					
					1	2	3	4	5	6	7
8	9	10	11	12	13	14					
15	16	17	18	19	20	21					
22	23	24	25	26	27	28					
29	30	31									

June 2011

Su	Mo	Tu	We	Th	Fr	Sa		
					1	2	3	4
5	6	7	8	9	10	11		
12	13	14	15	16	17	18		
19	20	21	22	23	24	25		
26	27	28	29	30				

APPENDIX A Schedule A-2

July 2011

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2011

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2011

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2011

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2011

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2011

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

CLARE PUBLIC SCHOOLS
SCHOOL CALENDAR
2011-2012

August

30 Teacher Work Day
31 PD Day

September

1 PD
6 START SCHOOL
½ Day Students
½ Day Teacher Work Day

October

November

15 Deer Season Opening
21-22 Parent/Teacher
Conferences – Evenings
23 No School
24-25 Thanksgiving

December

5 PD Day
22 Christmas Break Begins

January

4 School Resumes
19 ½ Day Students
½ Day Teacher Work Day
20 Teacher Work Day

February

17 PD Day

March

6 PD Day - MME

April

2 Spring Break
6 Good Friday

May

28 Memorial Day
31 ½ Day / Student Last Day

June

1 Teacher Work Day

Early release at 11:39 A.M.

Daily Starting and Ending Times

Primary School 8:10 a.m. – 3:09 p.m.
Middle School 8:15 a.m. – 3:09 p.m.
High School 8:15 a.m. – 3:09 p.m.

January 2012

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2012

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2012

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2012

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2012

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2012

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

APPENDIX A

Schedule A-3

CLARE PUBLIC SCHOOLS SCHOOL CALENDAR 2012-2013

July 2012

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2012

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2012

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2012

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2012

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2012

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

August
28 Teacher Work Day
29 PD Day
30 PD

September
04 START SCHOOL
½ Day Students
½ Day Teacher Work Day

October
November
13-14 Parent/Teacher
Conferences / Evenings
15 Deer Season
16 No School
22-23 Thanksgiving Holiday

December
3 PD Day
24 Christmas Break Begins

January
3 School Resumes
17 ½ Day Students
½ Day Teacher Work Day
18 Teacher Work Day

February
15 PD Day

March
5 PD Day – MME
29 Good Friday – No School
31 Easter

April
1-5 Spring Break
May
27 Memorial Day – No School
30 ½ Day Students LAST DAY
½ Day Teacher Work Day
31 Teacher Work Day

June
Early Release at 11:39 A.M.
Daily Start and Ending Times:
Primary School 8:10 a.m. - 3:09 p.m.
Middle School 8:10 a.m. - 3:09 p.m.
High School 8:10 a.m. - 3:09 p.m.

January 2013

Sun	Mo	Tu	We	Th	Fr	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2013

Su	Mo	Tu	We	Th	Fr	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2013

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2013

Su	Mo	Tu	We	Th	Fr	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2013

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2013

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**SCHEDULE B-1
CLARE PUBLIC SCHOOLS SALARY SCHEDULE 2010-2011**

B-1.0 Salaries shall increase by 3.0% on the schedule over the 2009-10 schedule and shall be retroactive to July 1, 2010.

STEP	INDEX	BA	BA +20	MA	MA +20 BA +50*	NON-DEGREE INDEX	NON-DEGREE SALARY
1	1.00	35,284	36,555	37,822	39,097	0.90	31,756
2	1.06	37,401	38,748	40,091	41,443	0.93	32,814
3	1.12	39,518	40,942	42,361	43,789	0.96	33,873
4	1.18	41,635	43,135	44,630	46,134	0.99	34,931
5	1.24	43,752	45,328	46,899	48,480	1.02	35,990
6	1.30	45,869	47,522	49,169	50,826	1.05	37,048
7	1.36	47,986	49,715	51,438	53,172		
8	1.42	50,103	51,908	53,707	55,518		
9	1.48	52,220	54,101	55,977	57,864		
10	1.54	54,337	56,295	58,246	60,209		
11	1.60	56,454	58,488	60,515	62,555		
12	1.66	58,571	60,681	62,785	64,901		

B-1.1 **INCREMENTS:** Increments are based on \$35,284 beginning salary for teachers with the Bachelor's Degree; \$36,555 for teachers with the Bachelor's Degree plus twenty (20) hours; \$37,822 for teachers with a Master's Degree; \$39,097 for teachers with a Master's Degree plus twenty (20) hours or the Bachelor's Degree plus fifty (50) hours.

B-1.2 The B.A. plus fifty (50) hours will apply only if the teacher has an Advanced Level teaching certificate. Effective July 1, 2010, a teacher shall be paid on the BA+50/MA+20 column as soon as the teacher has a Bachelor's degree plus 50 credit hours or has a Master's degree plus 20 credit hours. A teacher may have a Masters degree but if he or she has fifty hours beyond the Bachelors, then the teacher shall be paid on the BA+50/MA+20 column. Holding a Master's degree shall not preclude a teacher from being paid on the BA+50 column.

B-1.3 **LONGEVITY:** After twelve years longevity pay will be granted at the following rates:

Years	2010-11 <u>Amount</u>
13-14	\$1,856
15-19	\$2,102
20-24	\$2,596
25-28	\$3,585
29-Up	\$5,564

B-1.4 All payments normally increased as the result of an increase on the salary schedule, such as but not limited to Schedule B, longevity and Schedules C-1, C-2, shall be paid.

SCHEDULE B-2
CLARE PUBLIC SCHOOLS SALARY SCHEDULE 2011-2012

B-2.0 Salaries shall increase by 2.0% on the schedule over the 2010-11 schedule.

STEP	INDEX	BA	BA +20	MA	MA +20 BA +50*	NON-DEGREE INDEX	NON-DEGREE SALARY
1	1.00	35,990	37,286	38,578	39,879	0.90	32,391
2	1.06	38,149	39,523	40,893	42,272	0.93	33,471
3	1.12	40,309	41,760	43,207	44,664	0.96	34,550
4	1.18	42,468	43,997	45,522	47,057	0.99	35,630
5	1.24	44,628	46,235	47,837	49,450	1.02	36,710
6	1.30	46,787	48,472	50,151	51,843	1.05	37,790
7	1.36	48,946	50,709	52,466	54,235		
8	1.42	51,106	52,946	54,781	56,628		
9	1.48	53,265	55,183	57,095	59,021		
10	1.54	55,425	57,420	59,410	61,414		
11	1.60	57,584	59,658	61,725	63,806		
12	1.66	59,743	61,895	64,039	66,199		

B-2.1 **INCREMENTS:** Increments are based on \$35,990 beginning salary for teachers with the Bachelor's Degree, \$37,286 for teachers with the Bachelor's Degree plus twenty (20) hours, \$38,578 for teachers with a Master's Degree, \$39,879 for teachers with a Master's Degree plus twenty (20) hours or the Bachelor's Degree plus fifty (50) hours.

B-2.2 The B.A. plus fifty (50) hours will apply only if the teacher has an Advanced Level teaching certificate. Effective July 1, 2010, a teacher shall be paid on the BA+50/MA+20 column as soon as the teacher has a Bachelor's degree plus 50 credit hours or has a Master's degree plus 20 credit hours. A teacher may have a Masters degree but if he or she has fifty hours beyond the Bachelors, then the teacher shall be paid on the BA+50/MA+20 column. Holding a Master's degree shall not preclude a teacher from being paid on the BA+50 column.

B-2.3 Effective July 1, 2011, the decision whether to count 100 level courses toward horizontal movement on the salary schedule shall be at the discretion of the superintendent. Undergraduate level courses will count when the classes are related to a current teaching assignment OR count toward a degree, certificate, endorsement, highly qualified status which qualifies a teacher to teach in other levels, areas or disciplines for Clare Public Schools. Courses related to coaching shall also count for teachers who are coaches. All graduate level courses will count toward horizontal movement on the salary schedule.

B-2.4 **LONGEVITY 2011-12:** After twelve years, longevity pay will be granted at the following rates:

<u>Years</u>	<u>Amount</u>	<u>Years</u>	<u>Amount</u>	<u>Years</u>	<u>Amount</u>
13-14	\$1,893	15-19	\$2,144	20-24	\$2,648
25-28	\$3,657	29-Up	\$5,675		

B-2.5 All payments normally increased as the result of an increase on the salary schedule, such as but not limited to Schedule B, longevity and Schedules C-1, C-2, shall be paid.

**SCHEDULE B-3
CLARE PUBLIC SCHOOLS SALARY SCHEDULE 2012-2013**

B-3.0 Salaries shall increase by 1.5% on the schedule over the 2011-12 schedule.

STEP	INDEX	BA	BA +20	MA	MA +20 BA +50*	NON-DEGREE INDEX	NON-DEGREE SALARY
1	1.00	36,530	37,845	39,157	40,477	0.90	32,877
2	1.06	38,722	40,116	41,506	42,906	0.93	33,973
3	1.12	40,914	42,386	43,856	45,334	0.96	35,069
4	1.18	43,105	44,657	46,205	47,763	0.99	36,165
5	1.24	45,297	46,928	48,555	50,191	1.02	37,261
6	1.30	47,489	49,199	50,904	52,620	1.05	38,357
7	1.36	49,681	51,469	53,254	55,049		
8	1.42	51,873	53,740	55,603	57,477		
9	1.48	54,064	56,011	57,952	59,906		
10	1.54	56,256	58,281	60,302	62,335		
11	1.60	58,448	60,552	62,651	64,763		
12	1.66	60,640	62,823	65,001	67,192		

B-3.1 **INCREMENTS:** Increments are based on \$36,530 beginning salary for teachers with the Bachelor's Degree, \$37,845 for teachers with the Bachelor's Degree plus twenty (20) hours, \$39,157 for teachers with a Master's Degree, \$40,477 for teachers with a Master's Degree plus twenty (20) hours or the Bachelor's Degree plus fifty (50) hours.

B-3.2 The B.A. plus fifty (50) hours will apply only if the teacher has an Advanced Level teaching certificate. Effective July 1, 2010, a teacher shall be paid on the BA+50/MA+20 column as soon as the teacher has a Bachelor's degree plus 50 credit hours or has a Master's degree plus 20 credit hours. A teacher may have a Masters degree but if he or she has fifty hours beyond the Bachelors, then the teacher shall be paid on the BA+50/MA+20 column. Holding a Master's degree shall not preclude a teacher from being paid on the BA+50 column.

B-3.3 Effective July 1, 2011, the decision whether to count 100 level courses toward horizontal movement on the salary schedule shall be at the discretion of the superintendent. Undergraduate level courses will count when the classes are related to a current teaching assignment OR count toward a degree, certificate, endorsement, highly qualified status which qualifies a teacher to teach in other levels, areas or disciplines for Clare Public Schools. Courses related to coaching shall also count for teachers who are coaches. All graduate level courses will count toward horizontal movement on the salary schedule.

B-3.4 **LONGEVITY 2011-12:** After twelve years, longevity pay will be granted at the following rates:

<u>Years</u>	<u>Amount</u>	<u>Years</u>	<u>Amount</u>	<u>Years</u>	<u>Amount</u>
13-14	\$1,921	15-19	\$2,176	20-24	\$2,688
25-28	\$3,712	29-Up	\$5,760		

B-3.5 All payments normally increased as the result of an increase on the salary schedule, such as but not limited to Schedule B, longevity and Schedules C-1, C-2, shall be paid.

APPENDIX C

**SCHEDULE C-1
CLARE PUBLIC SCHOOLS**

ADDITIONAL COMPENSATION FOR MISCELLANEOUS EXTRA DUTIES

C-1.0 <u>POSITION</u>	<u>% OF SALARY</u>
Band ----- (Including repair of instruments during one prep period)	10%
Year Book Advisor (1) ----- (If not part of a classroom assignment)	5%
Testing Coordinators (4)	
High School -----	3%
Middle School -----	2%
Primary School -----	2%
High School ACT/MME Accommodations Coordinator -----	1%
Debate (1) -----	3%
Secondary School Vocal Music (1) -----	3%
Middle School Vocal Music (1)-----	2%
Safety Patrol (1) -----	1%
Drama (For each of two plays) (1 or 2) -----	6%
Senior Class Sponsor (1) -----	2%
Junior Class Sponsor (1) -----	2%
Sophomore Class Sponsor (1) -----	1%
Freshman Class Sponsor (1) -----	1%
Student Council Advisors	
High School 9-12 -----	2%
Grades 7-8 -----	1%
Grade 6 -----	.5%
Grade 5 -----	.5%

(SCHEDULE C-1, Continued)

Quiz Bowl (1) -----	2%
National Honor Society (1) -----	2%
Business Professionals of America (1) -----	2%
Gifted and Talented Coordinator -----	5%
District-wide SIP Chair -----	1%
Building SIP Chair (3) -----	1%
Department or Grade Level Chairs: -----	1%

<u>Primary</u>	<u>Middle School</u>	<u>High School</u>
Kindergarten	Mathematics	Mathematics
First	English, Foreign Lang.	Eng., Foreign Lang.
Second	Social Studies	Social Studies
Third	Science, Health	Science, Health
Fourth	Reading	Bus.,Ind.Arts,Draft.
Special Ed.	Special Ed.	Special Ed.
Art,PE,Music,Library	Art,PE,Music,Library	Art,PE,Music,Library

C-1.1 Driver Education & Summer School Teachers, and after-school tutoring when a tutoring program is offered:

A.	Years			
	<u>Teaching</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
	1-5	\$24.35	\$24.84	\$25.21
	6-10	\$24.71	\$25.20	\$25.58
	11-15	\$25.05	\$25.55	\$25.93
	16+	\$25.41	\$25.92	\$26.31

(SCHEDULE C-1, Continued)

B. The calculations shall be based upon the respective percentages for each year times the BA Step 1 salary. The salary shall be limited to the increase at the same base rate as the percentage increase of BA Step 1.

C-1.2 Mentor teachers shall be paid \$125 per semester.

C-1.3 Chaperoning spectator bus has been included in the job description as a responsibility of the cheerleading coach. If more than one spectator bus is needed for any athletic contest, chaperoning on the part of the other faculty members will be strictly on a non-paid volunteer basis.

C-1.4 The testing coordinators will be expected to serve on the building school improvement team as a part of their extra duty responsibilities and compensation and will not receive the amount awarded Department and Grade Level Chairpersons.

C-1.5 See ARTICLE 19, 19.4.

C-1.6 See ARTICLE 8, 8.5, A.

**SCHEDULE C-2
CLARE PUBLIC SCHOOLS
ADDITIONAL COMPENSATION FOR EXTRA DUTY ATHLETIC COACHES**

POSITION % OF SALARY

Football:

Head and Varsity (1) -----	10%
Varsity Assistant (1) -----	7%
Head Junior Varsity (1) -----	7%
Assistant Coaches (2) -----	6%

Boys' Basketball:

Head Varsity (1) -----	10%
Junior Varsity (1) -----	7%
Freshman (1) -----	5%
Junior High (2) -----	4%

Girls' Basketball:

Head Varsity (1) -----	10%
Junior Varsity (1) -----	7%
Freshman (1) -----	5%
Junior High (2) -----	4%

Boys' and Girls' Cross Country:

Head Varsity (1) -----	8%
or Split position:	
Boys' coach (1) -----	5%
Girls' coach (1) -----	5%

(SCHEDULE C-2, Continued)

<u>POSITION</u>	<u>% OF SALARY</u>
Boys & Girls Junior High Cross Country (1)	4%
Golf (1)	7%
Baseball:	
Head Varsity (1)	8%
Junior Varsity (1)	5%
Softball:	
Head Varsity (1)	8%
Junior Varsity (1)	5%
Wrestling (1)	8%
Track:	
Boys' Varsity (1)	8%
Boys' Assistant (1)	5%
Girls' Varsity (1)	8%
Girls' Assistant (1)	5%
Junior High Track (3)	4%
Skiing (1)	7%
Volleyball:	
Head Varsity (1)	8%
Junior Varsity (1)	5%
Freshmen (1)	5%

(SCHEDULE C-2, Continued)

POSITION

% OF SALARY

Soccer:

Head Varsity (1) ----- 8%

Junior Varsity (1) ----- 5%

Cheerleading:

Head (1) ----- 7%

Assistant (1) ----- 5%

Includes grades 7-10 and assisting the head cheerleading coach for the preparation of competition cheering for the varsity cheerleading team

High School Intramurals (1) ----- 2%

Trainer (1):

Fall ----- 6%

Winter ----- 2%

Spring ----- 4%

**APPENDIX D
PROFESSIONAL GRIEVANCE REPORT
CLARE PUBLIC SCHOOLS**

Grievance Number: _____

School Building: _____

Teachers' Assignment: _____ Date cause of
Grievance Occurred: _____

Date Grievance was First Presented to Building Principal or Supervisor: _____

Date of Filing Written Grievance: _____

STATEMENT OF THE GRIEVANCE (including article and section of Master Agreement allegedly violated, misinterpreted, or misapplied):

RELIEF SOUGHT:

Signature of Association Representative: _____

Signature of Grievant: _____
(use space below for additional signatures if more than one grievant.)

Date: _____

PRINCIPAL, (OR SUPERVISOR) AND OTHER ADMINISTRATOR'S DISPOSITION:

Signature of principal or supervisor

Signature of Administrator Appointed
by Superintendent

ASSOCIATION'S DISPOSITION: SATISFACTORY UNSATISFACTORY

DATE: _____

Signature of Association Representative

APPLICATION TO PROCEED TO STEP III OF GRIEVANCE PROCEDURE:

Date: _____

The Association and the teacher, or teachers, indicated below hereby provide notice as required by the Master Agreement that they desire to proceed to Step III of the Grievance Procedure.

Signature of Association Representative

Signature of Grievant
(Use space below for additional signatures
if more than one grievant.)

APPLICATION TO PROCEED TO STEP IV OF GRIEVANCE PROCEDURE:

Date: _____

The Association and the teacher, or teachers, indicated below hereby provide notice as required by the Master Agreement that they desire to proceed to Step IV of the Grievance Procedure.

Signature of Association Representative

Signature of Grievant
(Use space below for additional signatures
if more than one grievant.)

APPLICATION TO PROCEED TO STEP V OF GRIEVANCE PROCEDURE:

Date: _____

The Association and the teacher, or teachers, indicated below hereby provide notice as required by the Master Agreement that they desire to proceed to Step V of the Grievance Procedure.

Signature of Association Representative

Signature of Grievant
(Use space below for additional signatures
if more than one grievant.)

**APPENDIX E
CLARE PUBLIC SCHOOLS
TEACHER EVALUATION**

Teacher		Date	
Building		Division/Grade	
Evaluator		Title	

Check if interim evaluation _____

Overall rating of performance: Satisfactory Unsatisfactory

Contract Recommendation Period to

Second Year Probation	
Granting of Tenure	
Continuing Tenure	
Discontinuing	

Observation Date(s)		Class		Time		To	
Observation Date(s)		Class		Time		To	
Observation Date(s)		Class		Time		To	
Observation Date(s)		Class		Time		To	

Checklist:

The following checklist (page 2) is arranged in five (5) major teaching categories and is referenced to the job description. Items with reference number(s) are those identified with the job description.

Rating Scale: X – not observed S – satisfactory N – needs improvement/unsatisfactory

Pioneers in Education

Performance Area:

Rating

1.0 Knowledge of Subject Area:

- 1.1 Demonstrates knowledge-background in subject
- 1.2 Keeps current on trends and changes in field (7, 2, 8)
- 1.3 Active in professional programs (9, 15)
- 1.4 Demonstrates an understanding of human growth and development characteristics of school age children (5).

2.0 Ability to Impart Subject Matter:

- 2.1 Establishes sound and obtainable objectives within curriculum (4)
- 2.2 Assignments clear and reasonable.
- 2.3 Demonstrates resourcefulness in performing assigned tasks.
- 2.4 Plans and organizes work effectively (1,2)
- 2.5 Provides for individual learning differences (7).
- 2.6 Uses appropriate methods, techniques, materials (7.1, 7.3, 11).
- 2.7 Evaluates the instructional process on a regular basis (7, 5).

3.0 Classroom Control and Discipline:

- 3.1 Classroom conducive to learning (10, 12).
- 3.2 Handles behavioral problems appropriately.
- 3.3 Communicates with students (13, 14).
- 3.4 Motivates students effectively.

4.0 Ability to Establish Professional Rapport:

- 4.1 Evaluates students fairly and accurately (7.4).
- 4.2 Contributes to high staff morale.
- 4.3 Demonstrates confidentiality.
- 4.4 Demonstrates punctuality (3).
- 4.5 Works well with parents (13, 14).
- 4.6 Appropriately dressed for teaching assignment.
- 4.7 Maintains accurate, complete, and correct records as required by law, district policy and procedures (6).

5.0 The Physical and Mental Aspects of Teaching:

5.1 Attendance, health, and physical vitality.

5.2 Exhibits self-control.

5.3 Flexible and adapts to special situations.

5.4 Cooperates with supervisor and other staff.

6.0 Additional summary comments, suggestions, recommendations:

APPENDIX F-1
FORM TO REQUEST DONATED SICK DAYS

Complete this form to request donated sick days.

To the Superintendent and the Clare Education Association President:

Date of Application: _____

Name: _____ City/State/Zip: _____

Address: _____ Daytime Phone Number: _____

Complete the information below:

I request _____ donated sick days for self, spouse, child, parent or grandchild.
(max # = 20) (Circle one)

Appropriate medical documentation has been provided to the Superintendent's office.

Signature of Applicant

Date

Signature of Superintendent: _____ Date _____

APPENDIX F-2
SICK DAY DONATION FORM

You are Responsible to Send an Additional Copy to the Business Office

Complete this section to donate sick days.

To the Superintendent and the Clare Education Association President:

Date of Application: _____ Time _____

Name: _____ City/State/Zip: _____

Address: _____ Daytime Phone Number: _____

Complete the information below:

I agree to donate _____ sick days* to _____
Name of teacher to receive days

I understand that the decision to donate is irrevocable.

**A teacher must have 50 sick days in order to donate and may donate no more than 10% of his/her accumulated sick days in any school year. (Article 10)*

Signature of Contributor

Date

APPENDIX G
CEA UNDERGRADUATE COURSEWORK FORM
Effective July 1, 2011

Date of Submission: _____

Name of Teacher: _____

Name of University/College/Institution: _____

Title of course: _____

Undergraduate Course level: (100, 200, etc.) _____

Note that 100 level courses require approval of the superintendent in order to be credited toward horizontal movement on the salary schedule. Please explain, describe in detail how this 100 level coursework will enhance the teaching and student learning (or coaching if applicable) within your classroom or current assignment OR how it counts toward a degree, certificate, endorsement, highly qualified status which qualifies you to teach in other levels, areas or disciplines for Clare Public Schools.

For undergraduate courses at the 200 level and above, please provide information that the course is either related to a current teaching (or coaching) assignment OR counts toward a degree, certificate, endorsement, highly qualified status which qualifies you to teach in other levels, areas or disciplines for Clare Public Schools.

Use the back of this form if you need additional space.

Please submit this form, along with the course description, to the superintendent one semester prior to taking the course. It is also suggested that this form be submitted prior to registering or paying for the course.

LETTER OF AGREEMENT

Between

**The Clare Public Schools Board of Education
and
The Clare Education Association**

RE: EVALUATION/ PAY for PERFORMANCE

A committee will be formed after the ratification of the successor agreement to the expired 2007-2010 Agreement to assess the current evaluation system in light of the new requirements under Race to the Top legislation. This committee shall consist of three (3) representatives selected by the Association and three (3) representatives selected by the Board.

This committee shall determine whether changes to the current evaluation system are needed to satisfy the requirements of the law for assessment of student growth, what those changes should look like and how best to implement the changes. The committee will have the authority to tentatively agree to modify, by addition or deletion, the existing evaluation instrument. If a new instrument is agreed upon, the respective constituents of the parties must approve, through ratification procedures, all changes prior to implementation of the new evaluation tool.

Once this has been accomplished, the bargaining teams for the Association and the Board shall reconvene to discuss and bargain over a pay system in compliance with recently passed legislation. If the requirements no longer exist under the law, this letter of agreement shall be null and void.

FOR THE CLARE EDUCATION
ASSOCIATION:

FOR THE CLARE PUBLIC SCHOOLS
BOARD OF EDUCATION:

CEA President

Board of Education President

MEA UniServ Director
Negotiations Spokesperson

Superintendent
Negotiations Spokesperson

Date

Date