

MASTER AGREEMENT

between the

CLARE PUBLIC SCHOOLS

AND

CLARE EDUCATION ASSOCIATION

December 17, 2018 – June 30, 2021

TABLE OF CONTENTS

Article 1 - Recognition.....	1
Article 2 - Rights of the Board.....	1
Article 3 - Association and Teacher Rights	2
Article 4 - Teaching Conditions.....	4
Article 5 - Teaching Hours and Class Load	9
Article 6 - Qualifications and Assignments	11
Article 7 - Vacancies/Transfers for Ancillary Staff	11
Article 8 - Illness and Disability	11
Article 9 - Professional, Personal and Association Leave	14
Article 10 - Unpaid Leaves of Absence	15
Article 11 - Arrangements for Substitute Teachers.....	18
Article 12 - Tenure.....	19
Article 13 - School Calendar.....	19
Article 14 - Professional Compensation	20
Article 15 - Board Support of Teachers	22
Article 16 - Insurance Protection	23
Article 17 - Grievance Procedure.....	25
Article 18 - Arbitration - Step V of Grievance Procedure	26
Article 19 - Continuity of Operation.....	27
Article 20 - Negotiation Procedures.....	28
Article 21 - Miscellaneous Provisions	29
Article 22 - Coaches' Rights.....	30

Article 23 - Voluntary Job Sharing30

Article 24 - Duration of Agreement31

Appendix A - School Calendar32

Appendix B - Salary Schedules35

Appendix C - Additional Compensation for Miscellaneous Extra Duties.....38

Appendix D - Professional Grievance Report.....44

Appendix E - Form to Request Donated Sick Days.....47

Appendix F – Letter of Agreement49

This Agreement is entered into this 17th day of December, 2018 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, social workers, 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 duplicating equipment, computers, 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 copy of the meeting minutes of the Board will be e-mailed to the Association President upon request.

- 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 or 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 Academic freedom shall be guaranteed to teachers. However, teachers are still responsible for delivering the state and district curriculum.
- 3.10 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.
- 3.11 Additional determining criteria to be used by the Association and the Board for the seniority list 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 shall be defined as length of service 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. Lay-off and the taking of leave(s) shall constitute a break in service and seniority shall not accumulate during such periods.
- D. A seniority list 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. In the event more than one teacher has the same first day of work, the relative place of such teacher on the seniority list 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. 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.

ARTICLE 4 - TEACHING CONDITIONS

- 4.0 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.
- 4.1 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.
- 4.2 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/DK	20
Kindergarten	24
Primary (1-4)	28
Secondary (5-12)	168 (7 period/day)
	140 (6 period/day)

Caseloads for special education classrooms operated by the Board shall be in accordance with the Michigan Administrative Rules for Special Education except as modified by the Clare-Gladwin RESD Plan for Delivery of Special Education (current waiver as information only: secondary case load=22 with no more than 12 students at one time; Elementary case load = 20 with no more than 10 students at one time; departmentalization of programs = average of 12 students per class period per instruction day) or a MDE-approved deviation or waiver.

- 4.3 Classes of the same grade level or subject shall be approximately equal unless the teachers and administration have cooperatively developed an experimental program.
- 4.4 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. The superintendent's decision will be final.

Inclusion classroom assignments will first be determined by teacher choice working with the building principal; if teacher choice does not meet the district's scheduling needs, inclusion classroom assignments will be assigned weighing both student needs and an annual rotation of such assignments (K-4).

- 4.5 In the event a class size is over the standard for five consecutive days after Fall Count Day, 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
- 4.6 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 \$ 4.00 per day per student
 - 3 - 5 Overload \$ 6.00 per day per student
- 4.7 Exceptions shall be made for music classes, including band, choir, physical education classes, and primary art and library classes.

4.8 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 included 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. Numbers are to be used for the purpose of scheduling. However, numbers are not relevant when classes are co-taught.

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.

Article 4.8 shall expire June 30, 2019.

4.9 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.

4.10 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.

4.11 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 4.11 A.1 and 4.11 A.2.

4.12 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.

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

4.14 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. Adequate storage space in each classroom for instructional materials whenever possible.

- 4.15 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.
- 4.16 Telephone facilities as designated by each building principal shall be available to teachers for local calls.
- 4.17 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.
- 4.18 Teachers shall not be required to work under conditions which endanger their health, safety or well-being or that of the children they teach.
- 4.19 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).
 - D. 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.
 - E. 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.)
 - F. 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.

4.20 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.

4.21 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.

4.22 If the volume of e-mail usage or the time an employee spends accessing the internet impacts an employee's job performance, internet use and e-mail may be subject to review.

ARTICLE 5 - TEACHING HOURS AND CLASS LOAD

5.0 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 184 teacher days for the 2018-2019 school year; 185 teacher days for the 2019-2020 and 2020-2021 school years. 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.

5.1 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.

5.2 The Board shall provide a thirty (30) minute duty-free lunch period for each teacher, except in emergency situations.

5.3 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 9.1 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.

- 5.4 The Board reserves the right to make all final decisions concerning class size.
- 5.5 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.
- 5.6 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.
- 5.7 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.

- 5.8 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 6 - QUALIFICATIONS AND ASSIGNMENTS

- 6.1 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 7 – VACANCIES/TRANSFERS FOR ANCILLARY STAFF

(This Article pertains ONLY to Bargaining Unit Members whose employment is not regulated by the Teacher Tenure Act)

- 7.0 A vacancy shall be defined as an open position within the bargaining unit that the Board intends on filling. If a vacancy occurs during the school year, the Superintendent may or may not fill the position on a temporary basis.
- 7.1 Whenever a vacancy occurs, the Superintendent shall post notice of same on a bulletin board in each building, the district's website and notify employees via email. Notices of vacancies shall be posted for at least five (5) working days prior to being filled. Employees may apply for such positions by submitting a written application to the office of the superintendent.
- 7.2 Request by ancillary staff 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 ancillary staff member 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.

ARTICLE 8 - ILLNESS AND DISABILITY

- 8.0 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 (½) day blocks.
- 8.1 The Board shall furnish each teacher with a written statement before the beginning of each school year setting forth the total sick leave credit.
- 8.2 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 (⅓) 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

8.6 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.

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

ARTICLE 9 - PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

9.0 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.
- 9.1 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 (½) 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.
- 9.2 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, provided that the employee is not a party to the action or against the district. If the employee is released early, the employee shall contact the supervisor to determine whether the employee should return to work.
- 9.3 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 two school days 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 10 - UNPAID LEAVES OF ABSENCE

- 10.0 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.
- 10.1 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.

- 10.2 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.
- 10.3 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).
- 10.4 Child Rearing - A leave of absence may be granted to members of the bargaining unit at the discretion of the Board.
- 10.5 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.
- 10.6 Failure of the teacher to provide written notification to the Board by April 1st shall be considered a voluntary resignation.
- 10.7 Returnees from a leave of absence are not guaranteed their former position.
- 10.8 Family and Medical Leave Act

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

- A. Pursuant to the Family and Medical Leave Act as amended, an employee shall be entitled to an unpaid leave of absence of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:
1. Birth, adoption or foster care placement of an employee's child;
 2. A serious health condition of the employee which disables him/her from performing any one of the essential functions of his/her position. Such condition may be an illness, injury, impairment, physical or mental

condition that involves in-patient care in the hospital, hospice or a residential medical care facility or requires continuing treatment by a health care provider;

3. The serious health condition of an employee's spouse, child or parent;
 4. An employee shall have the option of taking Family and Medical Leave on an intermittent or reduced schedule.
 5. Other reasons as provided by the Act.
- 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, 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.
- 10.9 Medical certification(s) may be required by the Board to support the need for leave due to a serious health condition.
- 10.10 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.

- 10.11 Whenever practicable, a thirty (30)-day advanced written notice of the need to take a Family Medical Leave is required of foreseeable leaves.
- 10.12 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.
- 10.13 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.
- 10.14 Employees shall receive wage schedule credit, sick leave credit, and accumulation of seniority when returning from family medical leave.

ARTICLE 11 - ARRANGEMENTS FOR SUBSTITUTE TEACHERS

- 11.0 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.
- 11.1 The substitute system will accept requests for preferred subs from teachers.
- 11.2 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 (X* 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.

* X = 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 may be used in half day or 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 12 - TENURE

- 12.0 The Board and the Association shall be governed by provisions of the Michigan Teacher Tenure Act, as amended.
- 12.1 Each probationary teacher shall be assigned a mentor teacher during the first three years as a classroom teacher (two years if the teacher has previously achieved tenure in another district).
- 12.2 Principals shall solicit volunteers for mentoring at the beginning of each school year.
- 12.3 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 purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- 12.4 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. 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.
- 12.5 The principal and probationary teacher will meet formally at least once or more often as needed, to discuss any matters of concern. Additional meetings may be requested by any of the parties concerned.
- 12.6 All teachers shall be notified in writing when placed on continuing tenure.
- 12.7 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, questions, or achievements throughout the school year.

ARTICLE 13 - SCHOOL CALENDAR

- 13.0 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.

- 13.1 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.
- 13.2 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.
- 13.3 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.
 - 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. Thirty (30) hours of professional development will be included in the school calendar. 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.

ARTICLE 14 - PROFESSIONAL COMPENSATION

- 14.0 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.
- 14.1 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.

- 14.2 In figuring payment, or deduction of days, computation shall be based on the number of days per the calendar of teacher duty days which includes each evening conference as one-half day for purposes of these calculations.
- 14.3 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.
- 14.4 The teachers' salaries shall be paid in twenty (20), twenty-one (21) or twenty-six (26) equal payments at the teacher's option, beginning no later than the second Friday following the beginning of the school year and bi-weekly thereafter.
- 14.5 Teachers will have three (3) pay options to choose from:
 - A. Twenty (20) or twenty-one (21) 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.
- 14.6 Teachers must notify the Board of any changes in pay option selection by the last scheduled work day of the preceding year.
- 14.7 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 assignment(s) 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 ($\frac{1}{2}$) would be paid at the end of the second semester.

- 14.8 Nothing herein shall prohibit the Board from paying certificated personnel at the rates established in Schedule B-1 for work performed as a result of extensions of individual teacher contracts.
- 14.9 A new teacher in the Clare Public Schools may be given experience credit on the salary schedule for teaching experience gained outside of the Clare District.
- 14.10 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.
- 14.11 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.
- 14.12 Extended Contracts: Teacher having extended contracts beyond the regular number of contractually required days shall be paid a prorated salary based on their current salary schedule step and lane.
- A. High School Counselors will work up to an additional fifteen (15) days per school year.
 - B. Middle School Counselors will work up to an additional five (5) days per school year.
 - C. Additional days may be scheduled by mutual agreement of the Superintendent, the Association, and the affected employee.
- 14.13 In order to comply with Section 164(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year. Such policy shall not alter the provisions contained in this Collective Bargaining Agreement.

ARTICLE 15 - BOARD SUPPORT OF TEACHERS

- 15.0 The Board recognizes its responsibility to continue to give support and assistance to all teachers with respect to the maintenance of student control and discipline. The Association recognizes that each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom.
- 15.1 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.
- 15.2 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.

- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 No teacher shall be required to administer medication prescribed for a student.
- 15.8 No teacher shall be required to transport any child for any reason.

ARTICLE 16 - INSURANCE PROTECTION

- 16.0 The Board agrees to provide to the employee the following MESSA-PAK medical plan options for the employee and his/her entire family and any other eligible dependents as defined by MESSA.
- PAK A – Choices, \$300/\$600, \$20 OV, Saver Rx
 - PAK D – Choices, \$500/\$1,000, \$20 OV, Saver Rx
 - PAK C – ABC 1, 0% Coinsurance, ABC Rx, Health Equity HSA Provider

The Board shall pay the following amounts for the Employee's health insurance premium and/or MESSA ABC Plan 1 deductible on a monthly basis (January 1 to December 31). An HSA account established to cover the MESSA ABC Plan 1 deductible shall be funded at no more than one twelfth of the total deductible per month.

January 2019-December 2019

FF: \$1,519.36

2P: \$1,165.06

SS: \$557.10

The amount paid by the Board for the Employee's health insurance premium and/or MESSA ABC Plan 1 deductible will be modified to the State of Michigan allowed hard caps for January 2020-December 2020, and for January 2021-December 2021. The Board shall make contributions for dental, vision, LTD and life insurance premiums for all employees.

Non-medical benefits of PAKs A, C, & D:

1. MESSA Life Insurance
 - a. Life \$20,000, AD&D \$20,000
2. MESSA LTD
 - a. 60%
 - b. 90 calendar day modified fill
 - c. \$2,500 monthly maximum
 - d. Alcohol/drug 2 years
 - e. Mental/nervous 2 years
 - f. SS Offset – Family
 - g. Pre-existing condition: waived
 - h. COLA: No
3. MESSA Delta Dental Plan
 - a. 60/60/60/60
 - b. \$1,000 annual maximum at Class I/II/III
 - c. \$1,000 lifetime maximum at Class IV
 - d. Two cleanings per year
 - e. No adult orthodontics
4. MESSA Vision Service Plan
 - a. VSP 2 Silver

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.

16.1 Those employees not electing MESSA Plans A, C, or D as defined in Article 16.0, will select MESSA PAK B:

1. MESSA Life Insurance
 - a. Life \$30,000, AD&D \$30,000
2. MESSA LTD
 - a. 60%

- b. 90 calendar day modified fill
 - c. \$2500 monthly maximum
 - d. Alcohol/drug 2 years
 - e. Mental/nervous 2 years
 - f. SS Offset – Family
 - g. Pre-existing condition: waived
 - h. COLA: No
- 3. MESSA Delta Dental Plan
 - a. 75/75/60/75
 - b. \$1,000 annual maximum at Class I/II/III
 - c. \$1,200 lifetime maximum at Class IV
 - d. Two cleanings per year
 - e. No adult orthodontics
 - 4. MESSA Vision Service Plan
 - a. VSP 3 Gold
 - 5. Cash-in-lieu of insurance shall be \$100 per month
- 16.2 The Board shall make payment of insurance premiums for each teacher to assure insurance coverage for the full twelve (12) month period commencing September 1. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- 16.3 A single payroll deduction shall be available for all additional MESSA Programs.
- 16.4 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 17 - GRIEVANCE PROCEDURE

- 17.0 For the purpose of this Agreement, the following Grievance Procedure shall be used.
- 17.1 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.
- 17.2 Step I - The teacher(s) and/or the Association shall first present the matter to the building principal or immediate supervisor within ten (10) working days of an alleged violation, misinterpretation or misapplication. If satisfaction is not obtained within ten (10) working days, the teacher(s) and/or Association may proceed to Step II.
- 17.3 Step II - 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.

- 17.4 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.
- 17.5 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 non-concurrence.
- 17.6 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.
- 17.7 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.
- 17.8 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 18 - ARBITRATION - STEP V OF GRIEVANCE PROCEDURE

- 18.0 Any grievance remaining unsettled at the conclusion of the Grievance Procedure outlined in Article 17 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 18.0, 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. 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.
- 18.1 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.
- 18.2 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.
- 18.3 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 19 - CONTINUITY OF OPERATION

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

- 19.1 The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section ten (10) of the Public Employment Relations Act.
- 19.2 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 20 - NEGOTIATION PROCEDURES

- 20.0 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.
- 20.1 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.
- 20.2 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.
- 20.3 If the parties fail to reach an agreement in any such negotiations, either party may involve the mediation machinery of the Department of Licensing and Regulatory Affairs (Michigan Employment Relations Commission) or take any other lawful measures it may deem appropriate.
- 20.4 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 21 - MISCELLANEOUS PROVISIONS

- 21.0 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.
- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE 22 – COACHES’ RIGHTS

22.0 Evaluation

Employees upon employment in a coaching activity, shall be apprised in specific terms of his/her responsibilities. Employees will be informed of the specific criteria upon which they will be evaluated, including evaluating form.

22.1 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.

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

ARTICLE 23 - VOLUNTARY JOB SHARING

23.0 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 24 - DURATION OF AGREEMENT

24.0 This Agreement shall be effective as of December 17, 2018, and shall continue in effect until the June 30, 2021. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

CLARE EDUCATION ASSOCIATION:

By Lou L. Taylor
Its President,

By Buttany Mero
Its Secretary,

By CH Br
Negotiating Team,

By Amanda Kickbusch
Negotiating Team,

By Lou L. Taylor
Negotiating Team,

By _____
Negotiating Team,

By _____
MEA Uniserv,

CLARE BOARD OF EDUCATION:

By [Signature]
Its President,

By Susan Murawski
Its Secretary, Negotiating Team

By [Signature]
Negotiating Team,

By _____
Negotiating Team,

By J. Walter II
Its Superintendent,
Negotiations Spokesperson

Dated this 17th day of December, 2018

APPENDIX A

CLARE PUBLIC SCHOOLS | 2018-2019 CALENDAR

4 Independence Day

JULY 2018						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY 2019						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1-2 Christmas Break
21 Teacher Work Day – no students

21 Staff PD Day – no students
22 Staff Work Day – no students
27 SCHOOL STARTS
Half Day Students (11:39 release)
Teacher PD Day (p.m.)
31 No staff or students

AUGUST 2018						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

14 Half Day Students (11:39 release), Teacher PD Day (p.m.)

3 Labor Day – no staff or students
26 Half Day Students (11:39 release), Teacher PD Day (p.m.)

SEPTEMBER 2018						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MARCH 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

25-29 Spring Break – no staff or students

31 Half Day Students (11:39 release), Teacher PD Day (p.m.)

OCTOBER 2018						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2019						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

12 Half Day Students (11:39 release), Teacher PD Day (p.m.)
19 Good Friday – no staff or students

15 Deer Day – no staff & students
19 Parent/Teacher Conferences Evening Only, 4:30-7:30 p.m.
20 Half Day Students (11:39 release) Parent/Teacher Conferences 12:30-3:30 and 4:30-7:30 p.m.
21-23 Thanksgiving Holiday – no students or staff

NOVEMBER 2018						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2019						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

27 Memorial Day – no staff or students

21-31 Christmas Break

DECEMBER 2018						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2019						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

4 Half Day Students (11:39 release), Teacher Work Day (p.m.)
5 LAST DAY OF SCHOOL
Half Day Students (11:39 release)
Teacher Work Day (p.m.)

CLARE PUBLIC SCHOOLS | 2019-2020 CALENDAR

4 Independence Day

JULY 2019						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1-3 Christmas Break
20 Teacher Work Day – no students

20 Staff PD Day – no students
21 Staff Work Day – no students
26 SCHOOL STARTS
 Half Day Students (11:39 release)
 Teacher PD Day (p.m.)
30 No staff or students

AUGUST 2019						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2020						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

14 Half Day Students (11:39 release), Teacher PD Day (p.m.)
17 Teacher PD Day – no students

2 Labor Day – no staff or students
25 Half Day Students (11:39 release), Teacher PD Day (p.m.)

SEPTEMBER 2019						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MARCH 2020						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

23-27 Spring Break – no staff or students

31 Half Day Students (11:39 release), Teacher PD Day (p.m.)

OCTOBER 2019						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

10 Good Friday – no staff or students

15 Deer Day – no staff or students
25 Parent/Teacher Conferences Evening Only, 4:30-7:30 p.m.
26 Half Day Students (11:39 release), Parent/Teacher Conferences 12:30-3:30 and 4:30-7:30 p.m.
27-29 Thanksgiving Holiday – no students or staff

NOVEMBER 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY 2020						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

25 Memorial Day – no staff or students

23-31 Christmas Break

DECEMBER 2019						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE 2020						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

5 LAST DAY OF SCHOOL
 Half Day Students (11:39 release)
 Teacher Work Day (p.m.)

CLARE PUBLIC SCHOOLS | 2020-2021 CALENDAR

4 Independence Day

JULY 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY 2021						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 Christmas Break
25 Teacher Work Day – no students

25 Staff PD Day – no students
26 Staff Work Day – no students
31 SCHOOL STARTS
 Half Day Students (11:39 release)
 Teacher PD Day (p.m.)

AUGUST 2020						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2021						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

12 Half Day Students (11:39 release), Teacher PD Day (p.m.)
15 Teacher PD Day – no students

4 No staff or students
7 Labor Day – no staff or students

SEPTEMBER 2020						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MARCH 2021						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22-26 Spring Break – no staff or students

30 Half Day Students (11:39 release), Teacher PD Day (p.m.)

OCTOBER 2020						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL 2021						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

2 Good Friday – no staff or students

23 Parent/Teacher Conferences Evening Only, 4:30-7:30 p.m.
24 Half Day Students (11:39 release), Parent/Teacher Conferences 12:30-3:30 and 4:30-7:30 p.m.
25-27 Thanksgiving Holiday – no students or staff

NOVEMBER 2020						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY 2021						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

31 Memorial Day - no staff or students

21-31 Christmas Break

DECEMBER 2020						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	16
27	28	29	30	31		

JUNE 2021						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

10 LAST DAY OF SCHOOL
 Half Day Students (11:39 release)
 Teacher Work Day (p.m.)

APPENDIX B
Schedule B
CLARE PUBLIC SCHOOLS SALARY SCHEDULE 2018-2019, 2019-2020, and 2020-2021

B-1.0 2018-2019: New salary schedule as shown below

2019-2020: 1 year credit on step scale, and \$775 on each step of scale as shown below.

2020-2021: 1 year credit on step scale, and \$650 on each step of scale as shown below.

2018-2019	Step	B.A.	M.A.
Index			1.072
	1-2	\$39,818	\$42,681
1.055	3-4	\$42,008	\$45,028
1.11	5	\$44,198	\$47,376
1.165	6	\$46,388	\$49,723
1.215	7	\$48,379	\$51,857
1.265	8	\$50,370	\$53,991
1.315	9	\$52,361	\$56,126
1.36	10	\$54,152	\$58,046
1.405	11	\$55,944	\$59,967
1.45	12	\$57,736	\$61,887
1.49	13	\$59,329	\$63,595
1.53	14	\$60,922	\$65,302
1.565	15	\$62,315	\$66,796
1.59	16	\$63,311	\$67,863
1.61	17	\$64,107	\$68,716
1.63	18	\$64,903	\$69,570
1.65	19	\$65,700	\$70,424
1.67	20	\$66,496	\$71,277
1.69	21-22	\$67,292	\$72,131
1.71	23-24	\$68,089	\$72,985
1.73	25-26	\$68,885	\$73,838
1.75	27-28	\$69,682	\$74,692
1.77	29+	\$70,478	\$75,545

2019-2020	Step	B.A.	M.A.
	1-2	\$40,593	\$43,456
	3-4	\$42,783	\$45,803
	5	\$44,973	\$48,151
	6	\$47,163	\$50,498
	7	\$49,154	\$52,632
	8	\$51,145	\$54,766
	9	\$53,136	\$56,901
	10	\$54,927	\$58,821
	11	\$56,719	\$60,742
	12	\$58,511	\$62,662
	13	\$60,104	\$64,370
	14	\$61,697	\$66,077
	15	\$63,090	\$67,571
	16	\$64,086	\$68,638
	17	\$64,882	\$69,491
	18	\$65,678	\$70,345
	19	\$66,475	\$71,199
	20	\$67,271	\$72,052
	21-22	\$68,067	\$72,906
	23-24	\$68,864	\$73,760
	25-26	\$69,660	\$74,613
	27-28	\$70,457	\$75,467
	29+	\$71,253	\$76,320

2020-2021	Step	B.A.	M.A.
	1-2	\$41,243	\$44,106
	3-4	\$43,433	\$46,453
	5	\$45,623	\$48,801
	6	\$47,813	\$51,148
	7	\$49,804	\$53,282
	8	\$51,795	\$55,416
	9	\$53,786	\$57,551
	10	\$55,577	\$59,471
	11	\$57,369	\$61,392
	12	\$59,161	\$63,312
	13	\$60,754	\$65,020
	14	\$62,347	\$66,727
	15	\$63,740	\$68,221
	16	\$64,736	\$69,288
	17	\$65,532	\$70,141
	18	\$66,328	\$70,995
	19	\$67,125	\$71,849
	20	\$67,921	\$72,702
	21-22	\$68,717	\$73,556
	23-24	\$69,514	\$74,410
	25-26	\$70,310	\$75,263
	27-28	\$71,107	\$76,117
	29+	\$71,903	\$76,970

- B 1.1 Teachers having earned B.A. plus 50 credit hours prior to December 20, 2018, shall be placed on the M.A. scale. Effective December 21, 2018, only teachers who have earned a Master's degree will be placed on the new M.A. scale.
- B-1.2 All graduate level courses and undergraduate level courses taken to attain a Master's Degree will count toward horizontal movement on the salary schedule.
- B-1.3 All payments normally increased as the result of an increase on the salary schedule, such as but not limited to Schedule B, 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 POSITION	<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%
Quiz Bowl (1) -----	2%
National Honor Society (1) -----	2%
Business Professionals of America (1) -----	4%
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. 2018-2019 School Year

Years	
<u>Teaching</u>	
1-5	\$27.48
6-10	\$27.88
11-15	\$28.26
16+	\$28.68

2019-2020 School Year

Years	
<u>Teaching</u>	
1-5	\$28.00
6-10	\$28.41
11-15	\$28.80
16+	\$29.22

2020-2021 School Year

Years	
<u>Teaching</u>	
1-5	\$28.45
6-10	\$28.86
11-15	\$29.26
16+	\$29.69

- 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 14, 14.3

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

<u>POSITION</u>	<u>% OF SALARY</u>
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%

<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%
Soccer:	
Head Varsity (1) -----	8%
Junior Varsity (1) -----	5%

POSITION

% OF SALARY

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%

Boys' and Girls' Bowling:

Head Varsity (1) ----- 6%

or

Split position:

Boys' coach (1) ----- 3%

Girls' coach (1) ----- 3%

**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: _____

Professional Grievance Report

Grievance Number: _____

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

Professional Grievance Report Grievance Number: _____

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)

Professional Grievance Report Grievance Number: _____

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-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 E-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 F

LETTER OF AGREEMENT
BETWEEN THE
CLARE BOARD OF EDUCATION
AND
CLARE EDUCATION ASSOCIATION (CEA)

During negotiations for a Successor Agreement, the parties Agreed to changes in Article 4.4 regarding the development of class schedules and to “Sunset” language found in Article 4.8 regarding the “weighting” of Special needs students for the purposes of calculating maximum class size limits.

The parties agree that concerns related to these articles will and can be best addressed by forming Study Committees in the Primary and Middle Schools. The purpose of these committees will be to analyze what currently is working well and what isn’t, and to use this information to make more informed decisions about how to improve the situations moving forward into the future.

Among some of these concerns are:

1. The struggles with creating the best optimal learning conditions for students based on class size issues, building and facility constraints, and available personnel to work with students throughout the day.
2. The District’s desire to promote and increase the degree with which “Inclusion Classrooms” are used to provide education for students.
3. The current practice is to include the students in each teacher’s “Pioneer Period” for the purposes of determining class size maximums.

The Association shall appoint one teacher from each grade level to participate on these Study Committees. The Superintendent shall determine who will be invited from the Administrative / Management employees.

Any decisions or recommendations made by the Study Committees shall be reported out to the employees of each building once their discussions have been completed but not later than the end of the 2018-19 school year.

J. Walter II
For the District

12-18-18
Date

Sari L. Taylor
For the Association

3/14/18
Date