

MASTER AGREEMENT

***CLARENCEVILLE SCHOOL
DISTRICT
BOARD OF EDUCATION***

AND THE

***CLARENCEVILLE
EDUCATION ASSOCIATION***

MEA/NEA

2018 - 2021

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AGREEMENT

This Agreement made this 17th day of October 2017, by and between the Clarenceville School District of Oakland and Wayne Counties, Michigan, hereinafter called the "district" and Clarenceville Education Association, MEA/NEA, hereinafter called the "association,"

PREAMBLE

Recognizing that providing quality education is the paramount aim of the district and the association and that the character of such education depends largely upon the quality and morale of the teaching staff, we do hereby declare:

WHEREAS, the association recognizes that the district under law, has final responsibility for establishing policies for the district; and

WHEREAS, the district recognizes that teaching is a profession; and

WHEREAS, the district has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended, to negotiate with the association as the exclusive representative of its bargaining unit personnel with respect to hours, salaries, terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

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

ARTICLE I - RECOGNITION

- A. The District hereby recognizes the Clarenceville Education Association, MEA/NEA as the exclusive bargaining representative for all certified teaching personnel now employed or hereafter employed by the District, including department chairpersons, counselors, psychologists, social workers, and athletic supervisor(s), but excluding adult education employees, and continuation school employees, and all administrative and/or supervisory personnel, and Grant Funded Intervention Specialists hired pursuant to ARTICLE – XXIII – GRANT FUNDED INTERVENTION SPECIALISTS
- B. The District shall not negotiate with any other representatives of personnel described in "A" so long as the Association shall be certified as the exclusive bargaining agent for personnel, however, any individual covered by this Agreement may at any time present grievances to the District and have the grievances adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement provided the Association has been given the opportunity to be present at such adjustment.
- C. This contract is subject to the Michigan Revised School Code, as amended, and any successor statute thereto, together with the Teachers' Tenure Act and the rights, duties, obligations and responsibilities of the parties hereunder shall be in addition to those

provided by the applicable statutes. In the event of conflict between any portion of this Agreement and the statutes of the State of Michigan the latter shall control.

- D. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined whose employment is subject to the Teachers' Tenure Act. The term "ancillary staff" shall include all employees in the bargaining unit who are not subject to the Michigan Teachers' Tenure Act.
- E. The parties agree that the District shall provide a copy of this Agreement to all employees. The probationary employees will receive a written contract subject to changes in this Agreement. Returning tenure employees shall be given a breakdown of their salaries.

ARTICLE II - ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. The Association and its members and/or the designated Association building representative(s) shall have the privilege to use school building facilities for meetings after notifying the building principal providing the building is used during regular custodial hours or additional custodial charges are paid by the Association. The Association may also use District E-mail, the school service and mail boxes for official Association business. No employee shall be required to or prevented from wearing insignia, pins, or other identifications of membership in the Association on school premises. Bulletin boards will be made available for the Association's use and placed in areas where employees normally congregate. All posted material must be authenticated by a recognized official of the Association and shall be classified as Association business.
- B.
 - 1. Each employee shall have the right, upon request; to review the contents of his/her own personnel file, except credentials and other communications relative to the employee's employment outside the District. Such request to review said file shall be submitted in writing to the superintendent and permission shall be granted within five school days of receipt of the notice. The review shall be held in the presence of the superintendent or his/her designee, and if the employee requests, an association representative, not later than five school days after permission has been granted. The review shall be limited to a time during the normal school attendance day without disruption of the employee's regular assignment.
 - 2. Each employee shall have the right, upon request, to review the contents of his/her own personnel file in the principal's office. Such request shall be submitted in writing to the principal and permission will be granted within five (5) school days of receipt of notice. Not later than five (5) school days after permission has been granted, the review shall be held in the presence of the principal or assistant principal, and if the employee requires, an Association representative. The review shall be limited to a time during the normal school attendance day without disruption of the employee's regular assignment.

3. No record of false or unconfirmed charges against an employee will be placed in the employee's personnel file.
4. No written material of a negative nature directed toward an employee shall be placed in the employee's personnel file without the employee's knowledge.
5. Employees may respond in writing to material placed in their files and said response shall become part of the employee's file.
6. Freedom of Information Act (FOIA) Requests

In the event the District receives a FOIA request for personnel file information about a member of the bargaining unit, the District agrees to:

- a. Immediately notify both the individual(s) and the MEA UniServ Director, advise the individual(s) to contact the CEA, and provide both with copies of the request;
- b. Provide only such documentation as the District's legal counsel advises are required pursuant to the request; provide copies of such documents to the affected bargaining unit member(s) as promptly as possible, and in advance of complying with the FOIA request.

This provision shall not apply to generic FOIA requests. The district will send a copy of any such requests to the CEA president.

- C. The parties agree it is unprofessional and unethical to involve students in disputes between employees, administration, or the Board of Education. The employees, administration, Association, and the Board shall refrain from expressing feelings or discussing with students, disputes that pertain to employee-employee, employee-supervisor, Board-employee, or the Association except at an official hearing.
- D.
 1. Employees recognize that their primary responsibility is teaching students and evaluating their progress in the subject matter they are assigned to teach, in such a manner that all sides of controversial issues are presented fairly and their topics and materials used will be appropriate to the maturity level and intellectual ability of the students.
 2. Employees realize they shall not seek to advance their own personal views of controversial issues to students while acting in any school connected capacity and further realize that an employee's position is not privileged as to his/her responsibility for statements which are libelous, slanderous, or in any way violate the civil rights of others.
 3. Employees acknowledge that punctuality and attendance are extremely important factors in adequately executing their teaching duties and that sick leave abuses, tardiness, or unjustified absenteeism cannot be tolerated.

4. Verification of an employee's failure to carry out any of the above responsibilities shall be deemed reason for disciplinary action.
 5. The Association will use its best efforts to correct and will not condone breach of professional behavior of its membership.
- E. It is recognized by both parties that an employee's rights of tenure and continuing contract apply only to his/her position as a classroom teacher.
 - F. A bargaining unit employee shall be entitled to have present a representative of the Association when a formal discipline conference is held.
 - G. Duly authorized representatives of the Association shall have the right to transact Association business on school property at all times provided that this shall not interfere with or interrupt normal school operations or absent a employee from his/her classroom without advance notice and approval of the building principal. The school office will be notified of absences from the assigned building.
 - H. The employer shall provide the Association a maximum of twenty (20) released days for Association business provided:
 1. The Superintendent and building principal are notified at least 48 hours in advance, except in case of emergency.
 2. The Association reimburses the employer for the costs of the substitutes for these employees.

In addition, subject to the provisions above, a member, in good standing, of the Association who also serves as a member of the MEA Board of Directors may use up to eight (8) days per year to attend meetings of that Board.

ARTICLE III - BOARD RIGHTS AND RESPONSIBILITY

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Clarenceville School District.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify,

or change any work or business or school hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees, including physical health.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operation, production, service, maintenance, or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its function, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
 11. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and Public Act 379, and then only to the extent such specific and express terms thereof, are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and the laws of the United States. 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 including the Elementary and Secondary Education Act.

ARTICLE IV - PROFESSIONAL COMPENSATION

- A. The salaries of personnel covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. All personnel will be required to be paid through direct deposit with up to two designations.
- B. The salary schedule is based upon the required employee attendance days as listed in the appropriate schedule.
- C. The employee shall be paid compensation, in addition to this base salary for all assignments beyond the regular school day as set forth in Schedule B, which is attached to and incorporated in this Agreement.
- D. If an employee is requested and agrees to teach a course in addition to his/her normal assigned duties, his/her rate of pay shall be the percentage of that employee's current salary step using the pay schedule for employees hired after August 31, 2011 pro-rated on a daily rate, of his/her building schedule.
- E. Compensation for class size in excess of contractual maximums as provided in Article VIII, Section B, as follows:

Elementary \$5 per student per day scheduled over the maximum times the percentage of the teaching day over the maximum. In accordance with Article VIII.

Secondary teachers will receive a \$1 per student per day for those courses whose average is in excess of the maximum class sizes per Article VIII. Class exceptions apply.

i.e. If a teacher teaches 3 sections of one course and 2 sections of a different course, each course will be considered separately.

ARTICLE V – CALENDAR

- A. The school calendar for each year of this contract is printed as Schedule D and incorporated into this Agreement.
- B. Parent-teacher conferences will be held in accordance with the established calendar. Conferences will be scheduled in the fall from 5:00 - 8:15 p.m. on one evening for each high school semester; in the fall on two designated evenings at the middle school and elementary buildings from 6:00-8:15 p.m. and in the spring on one designated evening from 6:00-8:15 p.m. Elementary teachers unable to schedule a conference in the fall for each parent(s) of the student assigned to them will schedule conferences with parents before the student day begins, after the student day ends, or during a teacher conference period within the week of officially designated conferences. In the spring, these conferences will be scheduled on an "as needed" basis.

Teachers whose schedules are split between two (2) or more buildings will mutually agree

with the principal(s) which building's conference schedule they will follow.

- C. For the duration of this Agreement, the following language will be used instead of the first paragraph in Section B of Article V.

Fall Conferences

In the Fall, parent/teacher conferences will be from 11:00-8:15 p.m. (or until conferences are completed whichever comes first). Dinner break will be an hour for all. Teachers have the option of scheduling earlier on Conference Day.

Elementary teachers unable to schedule a conference in the fall for each parent(s) of the students assigned to them on conference day will schedule an in person conference with parent(s) during their conference period or outside the student school day within the week of officially designated conferences.

Spring Conferences

In the Spring, elementary conferences will be scheduled on the District "secondary testing day." At a minimum, teachers will meet with the parent(s) of any student assigned to them performing below grade level. If a conference cannot be scheduled on that day a personal contact must be made with the parent(s) during that same week.

At the secondary level, a personal contact by the teacher must be made with the parent(s) of any student at risk of failing their class during the week of the "secondary testing day."

NOTE: Record of contacts will be maintained for both Fall and Spring conferences.

ARTICLE VI - TEACHING HOURS

- A. The District recognizes that professional assignments and work schedules should be arranged within a 37 1/2 hour week. The workday for the regular classroom teacher normally consists of student instruction, conference/planning time, and a duty-free lunch period.

The duty-free lunch period for employees, which may include passing time and noon recess, shall be the same length as the lunch/noon recess period for students in the major assigned building. Should an employee accept supervisory duty in lunch rooms for recess periods which fall outside the scope of his/her regular assignments as established by the administration, he/she will be given additional remuneration at a rate negotiated by the Board of Education and the Association.

All secondary employees shall be guaranteed a minimum of one conference/planning period within the regular student day equal in length to a class period in the major assigned building unless an emergency necessitates, the principal requiring an employee to substitute in an unsupervised classroom. This provision may be modified by mutual agreement of the principal and employee provided conference/planning time is not reduced.

Elementary conference/planning time shall be scheduled daily as provided above whenever possible, but shall in no event be less than two hundred (200) minutes per week, scheduled at least four days per week.

- B. All employees shall attend the meetings listed in Schedule C as a regular part of their teaching assignment unless otherwise excused by the administration.
- C. The Superintendent will invite the Association President or his/her designee, K-12 Content Area Specialists, and Building Representatives to meet with the building principals prior to the opening of the school year, and as needed, to review elementary specials, middle school and high school assignments to determine if there are ways to effectively reduce the number of preparations assigned to each employee. The Superintendent shall review and consider recommendations made by the Association President.
- D. The parties recognize that any changes in state regulations regarding hours/days must be met.
- E. The Board and the Association recognize that the primary responsibility of the classroom teacher is to teach, and that his/her professional priority should be in the classroom with the students.

It is also recognized that employee involvement on District and building level committees is desirable and necessary if the District is to provide improved instructional and educational opportunities for students.

The following steps should be taken to reduce the number of employee release days from the classroom to serve on District and building level committee:

1. Employees will be asked to serve on no more than two (2) committees at a time and no more than three (3) committees in an academic year. Employees may volunteer for additional committee work. It is further understood that district curriculum work shall not count as committee work.
2. During the first committee meeting of the school year, the chairperson will ask the committee members to reach a consensus regarding their preference of meeting time, after school, after the work day, during the summer (if appropriate) or a combination of the three.
 - a. Members of district curriculum/assessment/instruction committees or NCA committees which meet after the workday or during the summer would use the meeting time to satisfy professional development time requirements.
 - b. When a committee receives permission from the superintendent in writing to meet during the summer when school is not in session, the employee committee shall receive the workshop rate as found in Schedule B, excluding lunchtime.
3. The District and the Association agree that employee input is desirable in curriculum

development. Employees will be encouraged to participate in curriculum study on a voluntary basis.

ARTICLE VII - TEACHING ASSIGNMENTS

- A.
 - 1. Any employee employed by the District as of August 29, 1983, and subsequently transferred to an administrative or supervisory position who shall later return to employee status shall be entitled to a vacant position which the administrator is certified and qualified to fill.
 - 2. Any employee who takes an administrative position within the district and returns to the bargaining unit within one calendar year from the date he/she assumes the administrative position shall maintain all seniority accrued as a bargaining unit member.
- B. If an employee is assigned or reassigned to a new position after the 60th day prior to the opening of the school year, he/she may resign without penalty, or request a leave of absence without pay for the balance of the school year; said leave shall be granted by the Board of Education. The request for leave without pay or resignation must be in writing in the Superintendent's office not later than ten (10) calendar days after the employee has been notified of his/her new assignment. The leave option is limited to each employee to one time only. The leave option is not available to a laid-off employee.
- C. Shared Teaching
 - 1. Two employees may request to share one teaching position including a written plan to implement the shared position. Such request should be presented to their respective principals and the superintendent for approval. The decision of the superintendent is final.
 - 2. Each employee sharing a position shall receive a pro-rated portion of his/her salary, sick leave, and personal business days.
 - 3. The District shall pay a pro-rated premium for health benefits or the option in lieu of health benefits for all shared time employees. Premiums for all other benefits as stated in this Agreement shall be paid by the District if the carrier will permit the coverage.
 - 4. Each employee participating in a shared teaching position will receive seniority pro-rated on the same basis as other employees who take a voluntary part time assignment, as set forth in Article IX.
 - 5. Shared time request approval is for one year at a time. All requests must be submitted annually.

6. All requests for shared teaching must be submitted in writing to the principal on or before April 1 of the current year.
 7. All shared time employees will be expected to attend scheduled staff meetings. No shared time position can be for less than one-third of a day or one semester.
- D. When an employee initiates a request for an assignment that is less than full time, and when said request is granted by the District, that employee shall receive a pro-rated share of fringe benefits paid by the Board. Should an employee laid off from a full time position for one year or more accept recall to a less than full time position, his/her fringe benefits will also be pro-rated. Should the District initiate the assignment of a an employee to a position that is less than full time, the District agrees to provide the affected employee(s) with fully paid insurance benefits. The parties agree that a pro-rated share of fringe benefits shall be paid by the Board for the following two plans: Plan 1 -a pro-rated share of the premium for the health insurance programs listed in Article XIII, Section A.1, or Plan 2 - consisting of a pro-rated share of the annuity program set forth in Article XIII Section B.
- D. In the event it is necessary for the District to seek "emergency certification" for an employee, The District shall provide copies of such authorizations(s) to the CEA and the affected employee.

ARTICLE VIII - TEACHING CONDITIONS

- A. The parties recognize that the availability of adequate school facilities for both students and employees is desirable to insure the high quality of education that is the goal of both employees and the District. It is also acknowledged that the primary duty and responsibility of the employee is to teach, and that the organization of the school and the school day should be directed at insuring that the energy of the employee is primarily utilized to this end.
- B. 1. Because the pupil-teacher ratio is an important part of an effective educational program, the District will strive to maintain a District ratio of twenty-seven (27) elementary students per classroom teacher and in no case exceed a ratio of thirty-two (32) students per elementary classroom teacher except physical education, vocal and instrumental music, art, library and information technology.
2. The District will strive to maintain a District ratio of twenty-seven (27) secondary students per classroom teacher. The total daily student load of a secondary classroom shall not exceed a total of thirty-two (32) students multiplied by the number of classes taught excluding the areas of physical education, and vocal and instrumental music.
3. Recognizing that enrollment is variable through the fall count date, the District will make every reasonable effort to adjust class sizes and as the need arises will have until the fifth Friday to make all adjustments regarding the above ratios for the first semester and two (2) weeks following the starting date of the second semester, for secondary only.

4. In the event of a financial emergency created by an extreme loss of state aid or the loss of an operational millage renewal, the above stated ratios will be rendered null and void and the ratio of forty (40) professional non-administrative employee personnel per 1,000 students will go into effect.
- C. The District recognizes the importance and need of providing adequate materials and supplies. The parties may confer from time to time for the purpose of improving the selection and use of such educational tools; provided, however, that the final decision with respect to such matters rests solely with the Board of Education of the District as subject to state law.
- D. In the event that school is closed because of snow, ice, or other such conditions beyond normal control, no bargaining unit member will be expected to report. Should the number of actual student attendance days fall below the minimum number of such days and/or hours required by law in order to qualify for full state aid reimbursement, then sufficient number of student instruction days will be added to the calendar to meet the minimum number of student instruction days as required by law. Such days shall be scheduled on consecutive weekdays beginning on the last scheduled Records Day in June, with the date of scheduled Records Day adjusted to the weekday after the last student instruction day. Such rescheduling shall not affect, or otherwise require, an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement.
- E. When pupils are not required to report to school or are dismissed from school due to an emergency situation such as loss of heat, water, or power, the employees will not be required to remain in the affected building, however, the employees may be directed to report for assignment elsewhere at the discretion of the administrator.
- F. It is mutually agreed that the primary function of the general education teacher is to provide instruction and "general care" to all students in the school environment. When health care needs or custodial needs of certified special education students routinely require adult assistance, the I.E.P.C. form shall designate an appropriate adult other than the general education employee to fulfill these tasks. This does not preclude the need for general education employees to carry out these responsibilities in emergency situations. When the district convenes an I.E.P.C. to determine options in placement for a medically fragile student, the receiving classroom teacher and/or appropriate staff who shall be involved with the student shall have the opportunity to attend the I.E.P.C. meeting.
- G. It is understood that the Board of Education shall, to the extent possible, balance the number of certified learning disabled, emotionally impaired, educable mentally impaired and physically and otherwise health impaired students who are mainstreamed into the general K-12 education classes, either by grade level at the elementary level or by subject matter at the secondary level.

It is further understood that this balancing may not occur in split level classes at the elementary level and in team-taught classes at the secondary level.

It is also further understood, that balancing of students at the secondary level will be considered appropriate when the impairment is educationally significant as described in the student's IEP (Individual Educational Plan).

ARTICLE IX – SENIORITY

A. Seniority

1. Seniority shall be defined as total years of service to the District computed from the first day the employee reported to work except employees hired after August 29, 1983, who will accrue seniority only for the time in the bargaining unit. Sabbatical and Military leaves should not be considered an interruption of years of service. All other leaves shall not count as years of service, but seniority is computed from the first day of work excluding time on leave. However, those employees going on long term disability shall be credited with a full year of service for the school year in which the disability occurs and the following year. If a person resigns or leaves the employ of the District, other than on approved leave of absence and subsequently returns, seniority is computed from the first day after the employee returned to the employ of the District.

2. Effective with the 1988-89 school year, when a bargaining unit employee initiates a request for an assignment that is less than full time and when said request is granted by the District, that employee shall earn pro-rated seniority. Should the District initiate the assignment of an employee to a position that is .5 or greater, the employee shall earn full time seniority.

During the time of acknowledged layoff, the following will apply for tenure teachers only. For employees requesting voluntary leave, seniority will continue to accrue for a period of not more than two (2) years. For employees who are laid off, seniority will continue to accrue without interruption.

3. Six (6) copies of the annual certified seniority list shall be forwarded by the Board to the Association. The seniority list, constructed from the most senior employee to the least, shall include the first day of work, total number of years experience in the District, total number of years experience outside of the District, degree levels, current assignment and certification for each employee. This list shall be in accordance with Section E I of this Article and the list will be available prior to September 30.

ARTICLE X - VACANCIES, PROMOTIONS, AND TRANSFERS

A. Vacancies

1. A vacancy shall be defined as an unfilled bargaining unit position which the Board intends to fill including newly created or additional positions, and positions held by employees from whom the district has received written notice of retirement or other severance of employment, or for whom a leave of absence of ninety (90) school days or more has been granted (one semester is agreed to be the equivalent of ninety school days). Situations of known short term (i.e., less than ninety school days) shall not be considered to be a vacancy.

ARTICLE XI - LEAVE WITH PAY

- A. At the beginning of each school year, each bargaining unit employee employed by the District shall be credited with a ten (10) day sick leave allowance to be used for absences from duty because of personal illness or temporary physical disability, or illness in the immediate family, or quarantine. The immediate family shall be interpreted as husband or wife, mother, father, sister, brother, son, daughter, or grandparents and the same relatives of the spouse.

In the event a person leaves the employment of the school District prior to the end of the school year, for reasons other than illness, the above ten (10) days shall be pro-rated. based on a one (1) sick day per month formula. In the event a person is employed for any period of time less than the full contract year, the ten (10) days shall be pro-rated on a one (1) sick day per full month worked formula.

The unused portion of each year's leave shall be allowed to accumulate without limit. The purpose of accumulated sick leave is for the financial protection of the bargaining unit employee in the event of and during his/her extended personal illness, or illness in the immediate family as defined above. A medical statement showing a bargaining unit employee's fitness to resume his/her duties may be required following the granting of sick leave pay for days used from accumulated sick leave.

- B. Should a death occur in the immediate family, the bargaining unit employee may be allowed (5) days at the time of bereavement without loss of pay. These days shall be in addition to the regular authorized leave with pay but shall in no event accumulate. The immediate family in this instance shall be interpreted as husband, wife, mother, father, brother, sister, son, daughter, grandparents, and the same relatives of the spouse
- C. The parties agree to establish a sick leave bank which will be administered by the Association. The following is the procedure for the sick bank:
 1. At the beginning of each school year, each new bargaining unit employee or bargaining unit employee returning from leave shall contribute one day of sick leave allowance to a common bank and will become a member of the sick bank.
 - a. All current employees will have the option of contributing one (1) day to the sick bank during an open enrollment period each fall.

- b. All members of the sick bank will remain members until the sick bank is exhausted. At this time there will be a new open enrollment period available to all bargaining unit employees.
 - c. The bank shall be limited to an accumulation of not more than twice the number of bargaining unit employees.
 - d. Only bargaining unit employees who contribute to the sick bank are eligible to make withdrawals from the sick bank.
2. Bargaining unit employees who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals from the sick bank, as determined by the association, provided there are sufficient days available.
- a. Withdrawals will be limited to no more than 30 days in any school year per individual sick bank member.
 - b. The use of days from the sick bank shall be closely regulated and use granted only after approval by a committee composed of members from each building
 - c. Before approval of days from the sick bank the following criteria must be met.
 - 1. Application must be made in writing to the Sick Bank Committee.
 - 2. Verification must be obtained from the payroll department that all personal sick days have been used.
 - 3. The applicant must have a doctor's certificate attesting to the dates and general nature of the illness.
 - d. Bargaining unit employees withdrawing sick leave days from the sick bank must contribute one (1) day to the sick bank during the next five (5) open enrollment periods if the number of days granted is ten (10) or more.
 - e. The illness or affliction precipitating a request for days from the sick bank must be for the individual bargaining unit employee. However, the sick bank committee has the discretion to grant leave under extraordinary circumstances for the care of an immediate family member. Limited to thirty (30) days.
 - f. The Sick Bank Committee also has the discretion to extend beyond the thirty (30) days limit in 2a. above under extraordinary circumstances for an individual sick bank member.
 - g. Leave for elective or cosmetic surgery, surgery not covered by insurance, is not covered under this agreement.
3. Any request may be denied.
4. There is no appeal beyond the Sick Bank Committee.

5. The Association President shall provide the district payroll office a quarterly accounting of the sick leave bank.
- D. Each bargaining unit employee shall be informed of the number of sick leave hours/minutes he/she had accumulated with the first payroll check of each school year in the space provided for this information.
- E. All bargaining unit employees regularly employed by the District shall be granted four (4) days per year with pay, which shall be designated personal leave, to transact personal business, providing arrangements for such leaves are made at least twenty-four (24) hours in advance with the building principal. On any given day the number of employees using personal leave shall not exceed 20% in each building, except for the observance of religious holidays.

In the event that personal leave is not utilized it shall be added to the accumulated sick leave of the individual bargaining unit employee. The day immediately preceding, or the day immediately following a legal holiday or school recess, will not be recognized as a personal day.

- F. Each employee will be covered by the applicable worker's disability compensation laws. For employees hired prior to September 1, 1994, the District will supplement the benefits as follows:

A bargaining unit employee who is disabled because of an injury or disease arising out of his/her employment with the school District compensable under the Michigan Workers' Disability Compensation Law, shall receive from the District the difference between the benefits under the Workers' Disability Compensation Law and his/her regular annual salary determined as of the date of disability for the duration of such disability but not to exceed one year from the date of injury with no subtraction of sick leave. For employees hired after September 1, 1994, the District will pay up to three (3) months of benefits. Seniority accumulation will continue for the duration of such disability.

- G. Leaves of absence with pay not chargeable against the bargaining unit employee's allowance shall be granted for the following reasons:
 1. Absence when a bargaining unit employee is called for jury service. Any bargaining unit employees shall receive the difference between jury duty and his/her regular pay.
 2. Subpoena as a witness in any case connected with the bargaining unit employee's employment or the school or whenever the bargaining unit employee is subpoenaed to attend any school connected proceedings.
 3. Authorized absence due to a bodily injury, inflicted by a student or injury in the line of duty not covered in Section F.

4. Bargaining unit employees who have been employed in the District for seven (7) years may apply for a sabbatical leave for one year. During said sabbatical leave, the employee shall be considered to be in the employ of the District and shall receive a salary equivalent to the B.A. base for the year during which the leave was granted, including health and insurance benefits. Upon return from leave, the bargaining unit employee shall agree to be employed a minimum of five years in the District and shall be restored to his/her former position or a like position and shall be placed on the salary schedule without penalty. Any bargaining unit employee who does not complete the five (5) year minimum employment requirement, shall return to the District, all monies funded him/her under this Agreement as a condition of termination of employment with the District. The bargaining unit employee shall obtain a performance agreement which meets these conditions prior to final approval for said sabbatical leave. Not more than one bargaining unit employee shall be granted a sabbatical leave for any one school year. Request for sabbatical leave must be before February 15. The sabbatical leave is designed to provide an opportunity for a staff member to develop and/or improve professional competence and personal growth which consequently would serve to enhance the general welfare of the Clarenceville School District.

ARTICLE XII - LEAVE WITHOUT PAY

A. Family and Medical Leave

The U.S. Department of Labor Family and Medical Leave Act of 1993 will be adhered to.

1. Upon written request under this act, the Clarenceville School District will provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they worked for the district for at least one (1) year, and for 1,250 hours over the previous twelve (12) months. Unpaid leave must be granted for any of the following reasons:
 - a. to care for the employee's child after birth or placement for adoption or foster care;
 - b. to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
 - c. for a serious health condition that makes the employee unable to perform the employee's job.
 - d. to address certain qualifying exigencies related to a covered service member or a spouse, son, daughter, or parent who is on covered active duty or on call to covered active duty status.
2. The District requires a thirty (30) day advance notice when the leave is "foreseeable." The district may require medical certification to support a request for leave because

of a serious health condition and a fitness for duty report to return to work. Taking of leave may be denied if requirements are not met.

3. For the duration of FMLA leave, the Clarenceville School District will maintain its share of the employee's health coverage, and all health related benefits, under the plan in effect. The district may use whatever means necessary to recover health premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.
4. Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions.
5. Leave for birth or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement.
6. Under some circumstances, employees may take FMLA leave intermittently--which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. This is usually taken when medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.
7. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
8. The employer will require the employee to use accrued paid leave (such as sick leave) to cover some or all of the FMLA leave.

B. Personal Leave

1. Leaves of absence without pay may be granted upon written request of an employee for a period not to exceed one (1) year, subject to renewal at the will of the Board.
2. All employees who receive a leave of absence without pay must notify the District in writing, of their desire to return, by April 1 each year except in the case of an unpaid medical leave. Failure to comply shall deem the leave terminated.
3. Employees on leave of absence shall retain their accumulated sick leave allowance. No leave of absence shall extend beyond two years unless an unusual condition exists which would allow the employee to submit a written request for an extension to the Board of Education.
4. An employee whose personal illness extends beyond the period compensated for under Article XI shall be granted a leave of absence without pay for the duration of the disability but not to exceed one year unless reapplied for. It is agreed that normally thirty (30) days notice of intent to return would be required. However, in no case would less than fourteen (14) calendar days notice be accepted for return to work.

C. Military Leave

Military leaves of absence without pay shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States, not to exceed one regular term of service. Personnel returning from military leave must request reinstatement and such request must be accompanied by proof that he/she is qualified to perform the duties of this employment with the District. The application for reinstatement must be made within ninety (90) days from the date of honorable separation from service. Employees on military leave shall be given the benefits of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

D. Special Leave

A leave of absence without pay may be granted for up to one semester by the Board of Education to an employee who gives detailed information indicating family or personal hardship or other extenuating circumstances. Such information shall be kept confidential. Additional leave time may be granted upon review by the Board of Education.

Upon verification of employment, employees on authorized leave to participate in the Peace Corps, Job Corps, military, or foreign exchange teaching program shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.

E. Return from Leave

At the end of his/her leave of absence, an employee must return to employment unless she/he applies for and is granted another leave of absence. If the Board exercises its discretion to deny such a request for another leave of absence, the employee shall be notified of this fact in writing, along with notice that failure to return to active employment may constitute job abandonment and the attendant loss of employment with the District, and she/he shall be given a reasonable period of time to return to active employment.

ARTICLE XIII - INSURANCE PROTECTION

A. In addition to other compensation provided in this Agreement, the District shall provide the following:

1. Health Plan

- MESSA ABC Plan 1 or
- MESSA ABC Plan 2 or
- MESSA Choices PPO health insurance plan with HVA 2, including:
 - \$500/1000 Deductible
 - \$20 Office Visit Copay
 - Saver Rx Drug Copay

2. Life Insurance/Accidental Death and Dismemberment:

- \$30,000 term life, disability waiver will apply
- \$30,000 life volume requested for accidental death and dismemberment.

3. Long Term Disability

Long-term disability with a sixty (60) calendar day straight waiting period, 66 2/3% of max eligible salary up to a maximum monthly benefit of \$4,000 (maximum monthly salary of \$6,000). COLA, mental/nervous and alcohol/drug same as illness, 5% minimum payout, pre-existing limits waived, family social security offset.

4. Dental

MESSA dental care program for all employees of the bargaining unit and their eligible dependents, Plan E-07, (80% Class I benefits, 80% Class II benefits, 80% Class III benefits). However, any employee covered by another group dental plan shall not be eligible for MESSA dental care program, Plan E-07 above, but shall be eligible for MESSA dental care program Plan C.01 (50% Class I benefits, 50% Class II benefits, 50% Class III benefits) with both internal and external coordination of benefits.

5. Vision

MESSA VSP-2

6. Health Insurance Contribution

The District will pay the following amounts toward all health plans as listed in section A.1 of this article.

2018-19:	2018 PA 152 of 2011 published hard cap amounts
2019-20:	2018 PA 152 of 2011 published hard cap amounts increased by the same rate as the District's foundation allowance.
2020-21:	The cap amounts for 2019-20 increased by the same rate as the District's foundation allowance.

Open enrollment for the insurance options will be held sometime in the Fall (October/November).

Ancillary Benefits: The District will pay the entire cost for ancillary benefits.

If the premiums for the above benefits exceed the District's contribution, the employee will pay the difference. Such payments may be made through the District's Section 125 Plan with pre-tax funds.

Affordable Care Act Provision: According to the Affordable Care Act employer-sponsored health coverage needs to be affordable. This coverage will generally be considered affordable if the employee's required contribution for self-only coverage does not exceed 9.5% of the employee's household income for the year. Safe harbor to be used is 9.5% of the employee's W-2 wages.

As the ABC plan is the lowest price, the calculation will be based on this plan. If the result of the composite health calculation results in an employee having to pay more than 9.5% of their W-2 wages for self-only coverage (single), the amount the employee will have to pay will be capped at 9.5% of their W-2 wages. The portion of the employee's share of the premium in excess of 9.5% of their W-2 wages will be evenly distributed amongst all remaining bargaining unit members electing health insurance coverage that are not affected by the 9.5% limitation

If a bargaining unit employee elects health coverage that is considered to be a high deductible plan per federal guidelines, they will be eligible to open a Health Savings Account (HSA) to which they can elect to defer compensation into. The district will not contribute to an employee's HSA. If there is an administrative cost to offer the HSA plan to employees, said cost will be shared amongst those bargaining unit employees electing to participate in the HSA

- B. Any employee not enrolled in a health plan in A, 1 above will receive an annual cash payment of \$1,800 paid over ten (10) months. The employee may elect to put this amount into their 403(b) account. In addition, the employee will receive Life/Accidental Death and Dismemberment, Long-Term disability, Vision and Dental in the same amounts and levels as listed above in A, 2 – 5. Members will contribute 20% of the premium cost of these ancillary benefits.
- C. The District shall carry a minimum of \$1,000,000 in liability insurance covering all instructional personnel.
- D. Upon individual authorization, the District shall deduct a tax sheltered annuity payment for that individual not more than once each paycheck. Said deduction shall only be paid to companies selected by the CEA Executive Board not to exceed twelve (12) companies.
- E. General Provision Regarding Insurance Protection
 - 1. An employee employed prior to November 1 who fulfills his/her contract and resigns or is laid-off at the end of the students' school year, shall have the group coverage

continued at District expense from June 30 - August 31.

Employees hired after November 1 will have fringe benefits from June 30 - August 31 pro-rated for the length of service during the students' school year.

(Example: Employee hired on February 1 and completes school year would have fringe benefits paid by the District from June 30 - July 30 (5/10 of year = 2 June 30 - August 31.)

2. The District shall have no obligation to continue payment for insurance benefits in the event that compensation is terminated for any reason; except, in the case of those employees receiving long-term disability benefits, said employees shall continue to receive all insurance coverages paid for by the Board on a continuous basis for twelve (12) months after qualifying for LTD benefits. The employee may continue the insurance benefits at their own expense, provided the policy allows them to do so.
3. The District shall have no liability for the payment of any benefits, proceeds, or other provisions of insurance plans, but shall be required only to remit the funds in accordance with the written authorization from each person and then no more often than once each month.
4. The District shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31 unless otherwise provided in this Agreement. The open enrollment period shall be jointly established by the District, the Association and MESSA, including opportunities for summer pre-enrollment and fall open enrollment. The District shall be responsible for providing insurance information including applications and claim materials supplied by the carrier.
5. Payroll deductions shall be available for all MESSA and MEA Financial Services programs.

ARTICLE XIV - PROTECTION OF EMPLOYEES

- A. The employee has the responsibility to maintain control and discipline in the classroom. The District has the responsibility to give support and assistance to employees with respect to the maintenance of control and discipline.
- B. An employee may exclude a pupil from class when the offense, in the employee's opinion, is serious or when the student is causing an uncontrollable disruption. The excluded pupil must be sent to the proper administrator. In such cases, the employee shall furnish the administrator, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The student shall not be returned to class without a written disposition to the employee by the administrator or delegate handling the incident. An employee may request of the administrator that a conference be held between the student, employee, parent/guardian of the student, and the responsible administrator. Such conference shall

be scheduled as soon as possible and practical. Progressive discipline procedures will be reinforced and/or established during this conference. Suspension of students may not be imposed by an employee, but may be recommended to the administrator by the employee. (Note: The above wording is accepted with the following understanding: The telephone could be used for a conference with a student's parent or guardian. The intent of the language is that if a conference is requested by an employee, a conference shall be held. The administration shall use progressive discipline procedures that demonstrate for the courts that rules have been enforced and that a student's rights have not been violated.)

- C. Employees shall exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- D. Any case of assault upon an employee arising out of the course of employment shall be reported promptly to the Board or its designated representative. If the assault was by a student, the student will immediately be excluded from the employee's class while the building administrator recommends a suitable course of action, in accordance with Board policy.

The Board or its designated representative (who may be legal counsel for the District), may investigate the matter, and shall consult with the employee concerning his/her rights with respect to such assault, if requested by the employee. Thereafter, the Board shall have no obligation to provide any further assistance of counsel except as set forth herein.

ARTICLE XV - NEGOTIATION PROCEDURE

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between said parties from time to time during the period of this Agreement and only by mutual consent. The parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and receiving any such matters.
- B. Subject to Article I.B., the parties will begin negotiations for additions, deletion or amendments to this Agreement covering wages, hours, terms, and conditions of employment of employees employed by the District, not later than 90 days prior to the expiration of this Agreement.
- C. Each party shall have the right to control and select its own bargaining representatives. No amendment to this Agreement shall be effective unless ratified by the Board of Education of the District, and the Association.

The parties mutually pledge that representatives selected by each shall be clothed with all necessary responsibility to make proposals and consider proposals subject to ultimate ratification.

ARTICLE XVI - GRIEVANCE PROCEDURES

- A. Definitions:

A Grievance shall mean a claim by the Association, or bargaining unit employee, that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. Any such claim shall be resolved through the procedures set forth herein.

An Aggrieved Person is the person or persons making the claim.

The term Days when used in this section shall, except where otherwise indicated, mean working school days.

The term Days shall mean calendar days if the grievance is filed on or about May 15 of the then current school year. The time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

B. General Principles:

1. Nothing herein contained in the terms and conditions of this grievance procedure shall be construed to deny any employee or the District of any rights afforded under the laws of the State of Michigan or the United States of America.
2. It shall be the purpose of the parties to encourage the prompt and informal resolution of the employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints. The aggrieved may be represented at all meetings and all hearings at all steps and stages of the grievance procedure by the Association. If in the judgment of the Association a grievance affects a group or class of employees, the Association may process the grievance through all levels of the grievance procedure, or submit such grievance in writing to the Superintendent directly, and the processing of such a grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Association to proceed to the next step of the procedure. Failure to appeal a decision within a specified time limit shall be deemed an acceptance of the decision.

3. Failure to file a complaint or grievance within the period specified shall bar the filing of the grievance.
4. It shall be the general practice to process grievance procedures during such time as to not interfere with regularly assigned duties. Provided, however, in the event it is deemed necessary or it is requested as a matter of convenience by the District representative to hold proceedings during the regular hours, a employee engaged during the school day in negotiating in his/her own behalf or on behalf of the Association with any representative of the District or participating in any grievance procedure, shall be released from regular duties without loss of salary or any other leave.

5. Time limits may be extended when mutually agreed upon in writing.

C. Procedure

Level One - Informal Level

The employee with a complaint shall first discuss the matter with his/her immediate supervisor or principal, whoever is directly concerned with the particular complaint, either individually, or with, or through the Association's representative, with the objective of resolving the matter informally.

The employee having a complaint shall bring the matter to the attention of his/her immediate supervisor and request an informal meeting to discuss the problem not later than ten (10) school days after the employee becomes aware of the event or occurrence which is the basis of the complaint. The immediate supervisor shall make arrangements to hold such meetings within five (5) school days after receipt of the employee's request.

Level Two - Immediate Supervisor

In the event the complaint is not satisfactorily resolved informally within five (5) days of meeting with the supervisor and the complainant desires that further action be taken, the complainant shall, within ten (10) days give written notice to his/her immediate supervisor that the grievance procedure is being invoked by providing the immediate supervisor with a statement of the grievance.

Within five (5) days of the receipt of the written grievance, the immediate supervisor or principal, whichever is most directly concerned, shall state his/her decision relative to the grievance in writing, together with the supporting reasons for his/her decision, and furnish one copy to the employee, if any, who lodged the grievance, and two copies to the Association's representatives.

Level Three - Superintendent's Level

1. In the event the grievance is not satisfactorily resolved at Level Two within five (5) days, and the grievant desires that further action be taken, the grievant shall, within five (5) days of receipt of the Level Two response, file the grievance with the Association.
2. The Association shall within ten (10) days make a judgment in the merits of the grievance. If the Association decides that the grievance lacks merit, it shall so notify the grievant and the Association's representative that the matter, insofar as the Association is concerned is closed, based on the interpretation that it is not a violation of the contract. Within five (5) days of the Association's decision, the grievant shall have the right to continue the grievance on his/her own behalf.
If the Association decides that the grievance is a violation of the contract, it shall refer such grievance in writing to the Superintendent of Schools. Within ten (10) days after the receipt of the written grievance by the Superintendent of Schools, or his/her

designee, he/she and/or his/her representatives shall meet with the Association to consider the problem and to resolve it.

In an effort to improve communications, the following considerations may be given: if the Association has determined that the issue is not a grievance, however, in their opinion the issue does merit special consideration, the standing grievance committee may submit the issue to the Superintendent of Schools and the Board of Education.

Level Four - Board Level

1. If the grievance is not resolved by the Superintendent of Schools and/or his/her representatives and the Association within five (5) days of its consideration by them, it shall be referred to the Board of Education.
2. Within fifteen (15) days of receipt of the grievance by the Board of Education, three (3) representatives of the Board shall meet with the representatives of the Association to discuss and attempt to dispose of the matter. The Board shall notify the Association within ten (10) working days of the decision.
3. This Step may be waived by mutual agreement between the Superintendent and the Association.

Level Five - Arbitration

1. If the grievance is not settled at Level Four, the Board or the Association may, within ten (10) days after the date of the Board's written decision at Level Four, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the other party.
2. Within ten (10) school days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association shall make a reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) day period herein provided, either the District or the Association may, within twenty (20) school days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.
3. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
4. The arbitrator shall have no authority except to pass upon alleged violation of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the District's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
5. The arbitrator shall conduct a hearing, prepare a written decision and notify the parties of such decision within thirty (30) calendar days of the conclusion of the hearing. The arbitrator shall be limited by the following provisions:

- a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to rule on any of the following:
 - (1) the termination of services of or failure to re-employ a tenured employee,
 - (2) the termination of a non-tenured, probationary employee
 - (3) the termination of services or failure to re-employ any employee to a position on the extra-curricular schedule,
 - (4) "a matter involving the content of evaluation and reasons for promotion or demotion,"
 - (5) any claim or complaint for which there is another remedial procedure or forum established in this Agreement and including any matter subject to the procedures specified in the Employee Tenure Act, (Act IV Public Acts, extra session, of 1937 of Michigan, as amended).
 - c. If requested by the Association, he/she shall have the power to rule on the psychologist and social worker who after having completed not less than a two year probationary period could, after exhausting all prior levels of the grievance procedure, call for arbitration if the District terminated service or failed to re-employ them for reasons other than staff reduction by seniority.
- 6. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - 7. The arbitrator's fee and expenses shall be shared equally by the Board and the Association. The expense and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant. The Board shall release employees as determined by the Association for up to one day to participate in the arbitration hearing. The Association shall reimburse the Board for one-half of the substitute costs for any employee witness it uses up to three (3). Thereafter, the Association shall reimburse the total cost of substitutes for witnesses to the District.
 - 8. A grievance which was initiated during said contract shall be continued to be processed even though said contract may have expired. It is expressly understood that should a grievance continue beyond the contract expiration date, said grievance must be restricted to the contract under which it was initiated.

ARTICLE XVII - STRIKES AND SANCTIONS

The Association will in no way encourage strike action of any type during the life of this Agreement against the Clarenceville School District.

ARTICLE XVIII - PROFESSIONAL STUDY/PROFESSIONAL DEVELOPMENT

- A. The parties recognize that in our rapidly changing society employees must constantly review curriculum contents, teaching methods and materials, educational philosophy and goals,

social change and other topics related to education. Employees shall take advantage of the various workshop conferences, etc., designed to improve the quality of instruction.

B. Probationary Teachers' Professional Development Requirements

Probationary teachers in their first three (3) years of employment shall receive intensive professional development induction into teaching, consisting of at least fifteen (15) days of professional development, based upon a professional development plan which includes classroom management and instructional delivery activities. The Michigan Department of Education considers a professional development day to consist of six (6) hours of instructional time. Probationary employees should consult their *Probationary Employee Requirements* packet (provided by the District) for more information.

Probationary teachers' induction activities are in addition to the professional development hours provided below for all employees.

C. Professional Development for All District Employees

1. To satisfy Michigan's provisions for professional development, the Board shall provide for five (5) days of professional development. A "day" shall be defined as six (6) clock hours.
2. As a part of his/her annual professional development plan, each employee will be expected to participate five (5) days [thirty (30) hours], as provided in section 1527 of the Michigan School Code. The activities are the categories identified by the State.
3. Each employee will be provided with a Professional Development form (Appendix E) to be used to document annual professional development hours. Activities should normally be at least one hour long in order to be recorded.
4. Employees who attend workshops that meet after the workday or during the summer would have the option of either:
 - a. using the meeting time to satisfy professional development time requirements, or;
 - b. receiving the workshop hourly rate specified in Schedule B.
4. Staff members attending approved professional development activities will be reimbursed for their registration fees, mileage, and other expenses following the district guidelines outlined in the *Procedures for Attending Professional Development Activities* packet, which is incorporated herein by reference.

D. Time Frame for Professional Development Activities

- a. Employees who work less than full time will be expected to attend district and building professional development days.

- b. Documented professional development hours are to be completed and turned in to the building principal by June 1 of each year on the form provided in Appendix E.
- c. Activities that take place after June 1 of each year will qualify for credit for the following school year.

E. Professional Meetings

- 1. One (1) day per year may be allowed each instructional staff member having a special interest in a specific subject area, meeting or conference related to district or building instructional goals. Such a day may be allowed for attendance at a conference or meeting involving student groups of which the instructor is an advisor.
- 2. In case of several meetings of the same department or activity, employees will attend the meeting nearest to the District.
- 3. Employees desiring to attend such meetings shall make application to the building principal not less than one week prior to the meeting date.
- 4. A brief resume or outline of the sessions attended may be turned in at the building principal's request not later than one week after the meetings.
- 5. Requests for payment of expenses incurred by an individual shall be presented to the Board of Education. Bills and an itemized statement shall accompany all such requests. A copy of the report referred to in No. 4 shall be attached to the bills and itemized statement.
- 6. Annually each building shall be budgeted a specific amount of money for all conference expenses including the cost of substitutes. It shall be the responsibility of the building administrator to manage the funds so allocated.
- 7. An individual school's request for professional staff development funding is dependent on total funds received from the state, other building's requests and funds for probationary employees.

F. Mentor Employees

- 1. A mentor teacher shall perform the duties as specified in Section 1526 of the School Code. Section 1526 states: "For the first 3 years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to 1 or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the teacher." A mentor teacher should be a master teacher who has demonstrated excellence in teaching, excellence in working with adults and has participated in professional development to remain current and maintain a high level of expertise. If possible, a mentor teacher should be a

practitioner in the same certification and located in the same building as the new teacher.

2. Preference will be given to members of the bargaining unit in appointing mentor teachers.
3. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher by the Association and the District. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening, collegial fashion.
4. A mentor teacher shall be assigned in accordance with the following:
 - a. The mentor teacher shall possess tenure and meet the qualifications described in section F.1 above.
 - b. Participation as a teacher employee shall be voluntary.
 - c. The District shall immediately notify the Association of those new teachers requiring a mentor assignment or of any affected new teacher whose classroom assignment has changed.
 - d. The Association and the District will make every effort to assign a mentor to each new teacher at least one week prior to the opening of school each year or within one week of the hiring of the new teacher, should that take place after the opening of school.
 - e. The Association and the District will notify personnel by mail, telephone or e-mail as soon as the mentor has been assigned. The assignment of the mentor teacher shall be finalized by the administration within twenty (20) work days after the notification. If no mentor teacher can be matched with a new teacher by the Association and the District, the administration will seek teacher mentors from other sources, concurrent with Section 1526 of the State Code.
 - f. The new teacher shall only be assigned to one (1) mentor teacher at a time.
 - g. The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and the new teacher at the end of each semester. The appointment may be renewed in succeeding years. The Association will notify personnel of any mentor changes within one week of the change.
5. The mentor teacher assigned to each new teacher is expected to:
 - a. Meet with the new teacher prior to the beginning of the school year, preferably during the new teacher orientation program. Mentors of teachers hired after the opening of school will meet with the new teacher within one week of the hiring

date.

- b. Use the Clarenceville Education Association Mentor Teacher Program handbook and complete the checklist on pages 8 – 10. This completed checklist will be sent to personnel with the request for first semester payment.
 - c. Use the Mentor/Mentee Contact Log in the Clarenceville Education Association Mentor Teacher Program handbook to keep records of contacts with the new teacher. The Contact Log for each semester will be sent to personnel with the request for payment.
- 6. Because the purpose of the mentor/new teacher match is to acclimate the new teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential.
 - 7. Upon request, the administration may make available release time so the mentor teacher may work with the new teacher in his/her assignment during the work day. When possible, the mentor teacher and new teacher shall be assigned common preparation time.
 - 8. At the end of each semester, the mentor teacher must send the completed Mentor/Mentee Contact Log (from the Clarenceville Education Association Mentor Teacher Program handbook) to personnel. The checklist from the handbook should accompany the first semester log. Upon receipt of the above, a stipend of \$125.00 per semester will be provided to mentor teachers.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

- A. The District shall strive to maintain an adequate list of substitute employees. Employees shall be informed of a telephone number to call to report unavailability for duty. Employees are encouraged to utilize the on-line reporting system maintained by the district. Employees shall inform the District of their unavailability to report for duty before 6:00 a.m. for secondary buildings and before 6:45 a.m. for elementary buildings on the day of their unavailability. Once an employee has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute employee. Failure to report unavailability shall result in loss of pay for that day.
- B. If no substitute employee is available, employees in that building shall be paid for substituting in those "enrichment periods" not covered by the regularly assigned employee. A reasonable effort will be made to offer the subject matter which would normally have been taught.
- C. This Agreement shall supersede any rules and/or regulations of the District which are contrary to or inconsistent with the terms herein. It shall likewise supersede any contrary or inconsistent terms contained in any individual employee contracts heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the District.

- D. Copies of this Agreement shall be printed at the expense of the District within thirty (30) days after the Agreement is signed and presented to employees now employed or hereafter employed by the District. The District shall furnish copies of the Agreement to the Association for its use.
- E. 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; but all other provisions or applications shall continue in full force and effect in accordance with this written Agreement. In such instances, the parties shall meet to negotiate appropriate provision(s) to replace that (those) deemed invalid. Such meeting(s) may be called by either party and meeting dates and times mutually arranged.
- F. Employees are normally paid on a twenty-one pay basis. Those however, who desire, may elect to be paid on a twenty-six pay (12 month) basis. Anyone desiring the extended payment program should complete the appropriate form with the payroll office prior to the first pay period. Once the selection is made it cannot be changed during that year. If a person terminates his/her employment with the District, he/she may, upon a three week notice, receive the monies due him/her in a lump sum payment; however, severance and/or sick pay benefits shall be paid within ninety (90) days unless mutually agreed to by the District and the employee.
- G. In the event that the district is considering annexation or consolidation with another district(s), it will notify the CEA of same and allow the Association to provide input to the Board.
- H. The District and the Association agree that employee input is desirable in curriculum development. Employees will be encouraged to participate in curriculum study on a voluntary basis.
- I. Parties will meet November, January, March and May each year to discuss budget.
- J. The Association recognizes that it must abide by any directive associated with a duly appointed Emergency Financial Manager.

ARTICLE XX - RETIREMENT SEVERANCE PAY

Any employee who was employed by the District prior to September 30, 1986, who severs his/her employment from the District shall be entitled to receive one-half (1/2) of his/her accumulated sick days, not to exceed 100 days, paid at his/her current daily rate.

Any employee employed by the District after September 30, 1986, who severs his/her employment prior to retirement from the District, shall be entitled to receive one-half (1/2) of his/her unused accumulated sick days, not to exceed 100 days, paid at a rate of sixty dollars (\$60.00) per day. If that employee should retire from the District, he/she shall be entitled to receive one-half (1/2) of his/her unused accumulated sick days, not to exceed 100 days, paid at

his/her current daily rate. (Retirement is defined as an individual who is eligible for and received a pension from the Michigan Public School Employees Retirement Fund.)

Current daily rate per diem shall be based on a 184-day work year. This provision is a grandfathering for the length of this contract only.

Any employee employed after October 1, 1994, shall not be entitled to any benefits under this Article. The severance pay shall be paid through the District's special pay plan up to the maximum allowed by law.

ARTICLE XXI - LONGEVITY

- A. An employee who has earned twenty-five (25) years of service credit, of which at least ten (10) years must be in the Clarenceville School District will receive a \$1,500 longevity stipend added to the calculated BA or MA Maximum each year.

The longevity step is found in Schedule A and will be pro-rated throughout the regular pay periods. If there is a dispute as to the number of years of service credit an employee has earned, the employee must furnish a statement from the Michigan Public School Retirement System indicating the number of years of service credit he/she has earned.

- B. For employees employed after October 1, 1994, a longevity step will begin after a employee has earned fifteen (15) years of service credit and after an employee has earned twenty (20) years of service credit. The monetary figures do not compound from one year to the next.

16th year through 20th year	=	\$300
21st year through 25th year	=	\$500

ARTICLE XXII – PRESIDENT’S RELEASE

The Association President shall be released the equivalent of ten (10) days per year at Board expense for the performance of Association business. Scheduling of such days shall be done by the Association President and his/her immediate supervisor.

ARTICLE XXIII – GRANT FUNDED INTERVENTION

Individuals hired into grant funded teaching positions after January 1, 2015 will be excluded from the bargaining unit. Subject to applicable law, the District will not displace a CEA bargaining unit employee with an excluded grant funded intervention employee.

ARTICLE XXIV – ANCILLARY STAFF – SUPPLEMENTAL CONDITIONS

- A. Layoff Notification

1. Any ancillary staff who is to be laid-off shall be notified at least sixty (60) days prior to the effective lay-off date.
2. The Board of Education will invite the Association President or designee to meet in April for the purpose of providing information concerning annual ancillary staff reduction by lay-off, and in June for the purpose of providing information concerning the possible recall of staff.

B. Recall Procedure

1. In the event of recall, the Board shall notify ancillary staff of recall by certified letter, return receipt requested, at his/her last known address as reflected in the records of the payroll office. Ancillary staff shall have five (5) calendar days from receipt of the letter to notify the Board of his/her intent to return and must be able to return within ten (10) calendar days of said receipt. The notice of recall from the Board shall contain a statement of the employee's rights and obligations should s/he elect to refuse recall or request a leave of absence and the time limits for his/her reply.
2. It is understood that failure of the ancillary staff to meet the time limits above shall be considered the resignation of said ancillary staff.
3. Each ancillary staff on layoff must notify the Superintendent's office, in writing, by June 30 of each school year of the ancillary staff's then current address and any change of address thereafter. If after two failed attempts by certified mail to contact any ancillary staff on layoff, the District may either recall the next ancillary staff on the recall list or post the position as a vacancy. Any ancillary staff on layoff who fails to maintain a current mailing address on file, as evidenced by failure to respond to a certified letter from the District shall, after June 30 of the third (3rd) school year following layoff, lose all recall rights.
4. The Board shall have no obligation to recall any probationary ancillary staff if said ancillary staff has not been recalled within two (2) school years from the end of the school year in which the ancillary staff was notified of layoff.
5. Refusal of recall shall be deemed job abandonment, and shall result in termination of all employment rights, unless the refusal is based upon one of the following four reasons: a legal obligation of employment with another Michigan public school district; a written contract of employment which cannot be terminated; refusal of recall to a less than comparable position to the one from which the ancillary staff was laid off (e.g., less hours, less pay, or less fringe benefits); or the ancillary staff qualifies for a leave of absence for disability, child care, military service, or hardship under the terms of Article XIII. Ancillary staff refusing recall shall state the reasons in writing, or shall apply for a leave in writing within five (5) calendar days of receipt of the letter of recall. If the District does not agree that the ancillary staff has a basis for refusal of recall or the leave request is denied, the ancillary staff shall be notified and given an opportunity to accept recall.

Ancillary staff who refuse recall because of employment obligations shall remain on the recall list with recall rights as outlined in this Article after the term of the conflicting employment. Ancillary staff who refuse recall to less than comparable positions shall remain on the recall list with recall rights as outlined in this Article to the first comparable vacancy for which no other laid off ancillary staff has a superior right. The rights of ancillary staff who apply for a leave of absence are controlled by Article XIII.

C. Seniority

1. Seniority shall be defined as total years of service to the District computed from the first day the employee reported to work except employees hired after August 29, 1983, who will accrue seniority only for the time in the bargaining unit. Sabbatical and military leaves should not be considered an interruption of years of service. All other leaves shall not count as years of service, but seniority is computed from the first day of work excluding time on leave. However, those employees going on long term disability shall be credited with a full year of service for the school year in which the disability occurs and the following year. If a person resigns or leaves the employ of the District, other than on approved leave of absence and subsequently returns, seniority is computed from the first day after the employee returned to the employ of the District.
2. Effective with the 1988-89 school year, when an employee initiates a request for an assignment that is less than full time and when said request is granted by the District, that employee shall earn pro-rated seniority. Should the District initiate the assignment of a employee to a position that is .5 or greater, the employee shall earn full time seniority.

During the time of acknowledged layoff, the following will apply for tenure employees only. For employees requesting voluntary leave, seniority will continue to accrue for a period of not more than two (2) years. For employees who are laid off, seniority will continue to accrue without interruption.

- D. The parties hereby agree that in the event that a vacancy remains for which no laid off Clarenceville ancillary staff is certified and qualified, the District will give serious consideration to filling said vacancies from the ranks of the pink slipped ancillary staff in the Detroit Metropolitan Area (Wayne, Oakland, and Macomb Counties) provided said ancillary staff have made application for employment and have been interviewed by the District. The final decision regarding employment will rest with the District.

E. Ancillary Staff Performance Review

Performance review process for ancillary staff will be performed using the Framework for Professional Practice for Related Services Professionals.

F. Discipline

1. No ancillary staff shall be disciplined for reasons that are arbitrary or capricious.

G. Involuntary Transfers

1. The District will endeavor to inform all affected ancillary staff as early as possible.
2. Whenever possible, the ancillary staff so affected will be given an opportunity to express their preference for assignment and the District will consider the employee's identified preference when making involuntary transfers.
3. Information regarding the District's ancillary staffing needs, as it relates to involuntary transfers, will be made available to the Association, upon request.

ARTICLE XXV - DURATION OF AGREEMENT

This Agreement shall be effective as of August 26, 2018 through August 23, 2021. This Agreement shall not be extended orally and it is expressly understood that it shall expire as indicated above.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives.

President

Clarenceville Board of Education
20210 Middlebelt Road
Livonia, Michigan 48152

Secretary

Superintendent of Schools

Date

President

Clarenceville Education Association
MEA / NEA

Secretary

Date

**CONTRACT ADDENDUM
SCHEDULE A**

1. The Board of Education shall pay the premium to the Michigan Public Employees Retirement Fund for all rates of pay outlined in Schedule A Parts I and II, except reimbursements, i.e., travel.
2. The Board reserves the right, based upon district needs, to establish the beginning salary for a new employee from Step One to an unlimited amount of years based upon previous teaching experience or comparable experience gained outside of the district.
3. In addition to the salaries for Bachelor's or Master's degree, the salary schedule (Schedule A) will reflect additional salary amounts to be paid in accordance with the following minimum number of credits earned:

B.A. +10, B.A. +20, B.A. +30

M.A. +10, M.A. +20, M.A. +30

Salary adjustments for a degree change (B.A. to M.A.) will be made at the beginning of the first and second semesters. Verification of degree change must be received by the central office by September 1, or by January 20 for second semester salary adjustment. In addition to the January 20 deadline, an employee who wishes to qualify for second semester salary adjustment must notify the personnel office, in writing, prior to December 1, that s/he plans to complete all course requirements before the end of the District's first semester. Payments at the new (adjusted) rate shall begin at the first pay period after the beginning of the second semester, and shall not be retroactive.

Salary adjustments for credits earned in the above categories will be made at the beginning of the first and second semesters, and will not be retroactive. Verification of such credits must be received by the personnel office by September 1 for first semester adjustment, or by January 20 for second semester adjustment. Payments at the new (adjusted) rate shall begin at the first pay period after the beginning of the second semester, and shall not be retroactive. Credits to be counted for such adjustment must be graduate hours (or undergraduate hours taken at the recommendation of the Superintendent of Schools. Said recommendation to be in writing.)

4. College credit shall be based upon its recognition by a standard college, fully accredited by the North Central Association or by the American Association toward a standard curriculum or degree or as directed by the Superintendent of Schools and shall be in semester hours, as shown by official transcript.
5. No employee's contract in Michigan is legal in the absence of proper Michigan certificates. Certificate, transcripts of credits, and verified statement of experience must be on file in the office of the Board of Education during the tenure of the employee.

6. Mileage Rate

The following allowances will be paid in accordance with the following schedule:

- 1 trip per week is \$25.00 per school year
- 2 trips per week is \$50.00 per school year
- 3 trips per week is \$75.00 per school year
- 4 trips per week is \$100.00 per school year
- 1 trip per day is \$125.00 per school year
- 2 trips per day is \$175.00 per school year
- 3 trips per day is \$225.00 per school year

The definition of a trip is based on one trip being automobile travel from one building to another within one day except between the Middle School and the High School buildings and between the High School and Grandview, as determined by the assigned scheduling. Monetary allowance will become an addition to the contract at the time of the assignment.

- 7. Should the administration determine an educational need which requires an individual to render temporary services in excess of a employee's duties, the administration will meet with an Association (C.E.A.) committee representing the employees to work out an acceptable remuneration. Should the position be given permanent status at a later date, the reimbursement will be set during negotiations as provided elsewhere in the contract.
- 8. The Board of Education may require each employee to provide a certificate of condition of health from a reputable physician in accordance with applicable legal requirements. The certificate shall be filed by the employee in the office of the Superintendent before the employee shall be permitted to perform any services in the school District for the then current school year.

The District may require any employee to undergo medical examinations during the school year as the District deems necessary. Such additional examinations may provide information which could serve as the basis to terminate the service of any employee whose conditions of physical or mental health may constitute a hazard to him/her as well as personnel or children of the District.

- 9. All staff members who accept student teachers shall receive whatever remuneration the District receives from the university for the student teacher.
- 10. An employee who has completed a Master's degree program which requires a minimum of sixty (60) graduate semester hours, shall receive reimbursement equal to a Master's degree plus thirty (30) graduate hours.

**2018-2019, Salary Schedule
Members Hired Prior to September 1, 2011**

STEP	BA	+10	+20	+30	MA	+10	+20	+30
1	38,816	39,182	39,542	39,895	42,411	42,774	43,133	43,489
2	40,955	41,321	41,680	42,036	45,016	45,382	45,741	46,098
3	43,205	43,574	43,932	44,290	47,785	48,150	48,507	48,866
4	45,583	45,948	46,304	46,664	50,725	51,088	51,446	51,803
5	48,088	48,454	48,810	49,170	53,840	54,205	54,564	54,920
6	50,735	51,100	51,459	51,815	57,158	57,521	57,879	58,238
7	53,525	53,890	54,249	54,605	60,671	61,034	61,392	61,749
8	56,468	56,833	57,190	57,549	64,401	64,769	65,128	65,483
9	59,573	59,941	60,299	60,656	68,361	68,726	69,086	69,441
10	62,850	63,216	63,574	63,932	72,567	72,929	73,292	73,645
11	66,303	66,672	67,028	67,387	79,883	80,262	80,634	81,004
+26	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500

2018-19: All salary amounts will be increased by .5%. Employees at the top step will also receive a \$400 off-schedule payment to be paid prior to the end of October. One step advancement for pre-2011 salary schedule only, if rated Effective or Highly Effective on their most recent final year end evaluation. Lane advancement recognized.

2019-20: All salary amounts will be increased by .5% if student enrollment is 1,775. If student enrollment is below 1,775 then the .5% increase will be off schedule. Employees at the top step will also receive a \$400 off-schedule payment to be paid prior to the end of October. One step advancement for pre-2011 salary schedule only, if rated Effective or Highly Effective on their most recent final year end evaluation. Lane advancement recognized.

2020-21: All salary amounts will be increased by .5% if student enrollment is 1,775. If student enrollment is below 1,775 then the .5% increase will be off schedule. Employees at the top step will also receive a \$400 off-schedule payment to be paid prior to the end of October. One step advancement for pre-2011 salary schedule only, if rated Effective or Highly Effective on their most recent final year end evaluation. Lane advancement recognized.

In the event that top step staff are rated Minimally Effective or Ineffective for two consecutive years, they shall be reduced one-half step. The dollar cost of the half step reduction shall be placed into a professional development account to be

allocated amongst the unit. District administration shall work with the CEA to develop the professional development program funded with these dollars. In subsequent years, should an employee who moved back on the pay scale a half step receive an effective or highly effective rating, they will advance to the top step of the applicable salary schedule.

It is agreed that in order to provide for the financial stability of the District so that it may continue providing a high quality educational program for students as well as appropriate and sustainable compensation for the employees' bargaining unit, the parties intend for the District to maintain a minimum fund balance of 10% (ten percent), defined as the audited General Fund Equity balance of at least 10% (ten percent) of each school/fiscal year's total expenditures and other uses determined by "the June 30 audit" (Minimum Fund Balance). If the Minimum Fund Balance as of the June 30 audit of each year is less than 10% according to the audit, the dollar amount necessary to restore the Minimum Fund Balance to 10% will be calculated by November 30 following "the June 30 audit" (the "Deficiency"). This amount – the Deficiency – shall be multiplied by 65% and this amount (the "Contribution") shall be the amount of savings that will then be shared by a reduction in the bargaining unit employees' compensation, which shall occur by reducing the base salaries of all actively employed bargaining unit employees by an equal percentage through an off-schedule reduction over the remaining pays of the school year, beginning with the first payroll period in the January following "the June 30 audit", taking into account Base Retirement Rate (not including the UAAL rate that is funded under separate categorical(s)) and FICA.

It is further agreed that if the Fund Balance (determined in the same manner as the Minimum Fund Balance) as of "the June 30 audit," is more than 12% (twelve percent) according to the audit, then all bargaining unit employees shall receive a .5% staff retention bonus paid with the final payroll of the school year. Additionally, this paragraph will be suspended for the duration of this Agreement, but will become effective upon expiration of this Agreement

**2018-19 Salary Schedule
Members Hired After August 31, 2011**

STEP	BA	+10	+20	+30	MA	+10	+20	+30
1	37,348	37,690	38,026	38,359	40,932	41,273	41,609	41,944
2	38,349	38,691	39,027	39,361	42,152	42,493	42,829	43,165
3	39,402	39,746	40,081	40,417	43,447	43,790	44,125	44,461
4	40,455	40,801	41,136	41,472	44,744	45,085	45,420	45,757
5	41,569	41,913	42,247	42,583	46,120	46,461	46,796	47,131
6	42,682	43,023	43,358	43,694	47,497	47,837	48,172	48,506
7	43,855	44,197	44,531	44,867	48,956	49,296	49,632	49,966
8	45,028	45,371	45,703	46,041	50,414	50,756	51,091	51,425
9	46,267	46,610	46,944	47,279	51,968	52,308	52,644	52,979
10	47,506	47,849	48,185	48,517	53,521	53,860	54,196	54,531
11	48,813	49,155	49,490	49,824	55,165	55,505	55,841	56,175
12	50,119	50,461	50,797	51,129	56,810	57,150	57,485	57,820
13	51,497	51,838	52,174	52,508	58,556	58,899	59,235	59,567
14	52,875	53,216	53,550	53,887	60,303	60,648	60,983	61,316
15	54,328	54,671	55,006	55,341	62,157	62,500	62,836	63,169
16	55,783	56,126	56,462	56,796	64,011	64,352	64,689	65,022
17	57,316	57,659	57,996	58,329	65,980	66,320	66,659	66,990
18	58,850	59,192	59,529	59,864	67,949	68,288	68,627	68,958
19	60,467	60,811	61,146	61,481	71,374	71,721	72,066	72,403
20	62,084	62,429	62,763	63,099	74,800	75,154	75,503	75,849
+26	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500

Step 1 of the 2017-18 salary schedule is eliminated

2018-2019: All salary amounts will be increased by .5%. Employees at the top step will also receive a \$400 off schedule payment to be paid prior to the end of October. One step advancement for post-2011 salary schedule only, if rated Effective or Highly Effective on their most recent final year end evaluation. Lane advancement recognized.

2019-2020: All salary amounts will be increased by .5% if student enrollment is 1,775. If student enrollment is below 1,775 then the .5% increase will be off schedule. Employees at the top step will also receive a \$400 off schedule payment to be paid prior to the end of October. One step advancement for post-

2011 salary schedule only, if rated Effective or Highly Effective on their most recent final year end evaluation. Lane advancement recognized.

2020-2021: All salary amounts will be increased by .5% if student enrollment is 1,775. If student enrollment is below 1,775 then the .5% increase will be off schedule. Employees at the top step will also receive a \$400 off schedule payment to be paid prior to the end of October. One step advancement for post-2011 salary schedule only, if rated Effective or Highly Effective on their most recent final year end evaluation. Lane advancement recognized.

In the event that top step staff are rated Minimally Effective or Ineffective for two consecutive years, they shall be reduced one-half step. The dollar cost of the half step reduction shall be placed into a professional development account to be allocated amongst the unit. District administration shall work with the CEA to develop the professional development program funded with these dollars. In subsequent years, should an employee who moved back on the pay scale a half step receive an effective or highly effective rating, they will advance to the top step of the applicable salary schedule.

It is agreed that in order to provide for the financial stability of the District so that it may continue providing a high quality educational program for students as well as appropriate and sustainable compensation for the employees' bargaining unit, the parties intend for the District to maintain a minimum fund balance of 10% (ten percent), defined as the audited General Fund Equity balance of at least 10% (ten percent) of each school/fiscal year's total expenditures and other uses determined by "the June 30 audit" (Minimum Fund Balance). If the Minimum Fund Balance as of the June 30 audit of each year is less than 10% according to the audit, the dollar amount necessary to restore the Minimum Fund Balance to 10% will be calculated by November 30 following "the June 30 audit" (the "Deficiency"). This amount – the Deficiency – shall be multiplied by 65% and this amount (the "Contribution") shall be the amount of savings that will then be shared by a reduction in the bargaining unit employees' compensation, which shall occur by reducing the base salaries of all actively employed bargaining unit employees by an equal percentage through an off-schedule reduction over the remaining pays of the school year, beginning with the first payroll period in the January following "the June 30 audit", taking into account Base Retirement Rate (not including the UAAL rate that is funded under separate categorical(s)) and FICA.

It is further agreed that if the Fund Balance (determined in the same manner as the Minimum Fund Balance) as of "the June 30 audit," is more than 12% (twelve percent) according to the audit, then all bargaining unit employees shall receive a .5% staff retention bonus paid with the final payroll of the school year. Additionally, this paragraph will be suspended for the duration of this Agreement, but will be effective upon expiration of this Agreement.

**SCHEDULE B
EXTRA-CURRICULAR ACTIVITIES**

The following activities shall be paid at the base rate indicated. Schedule B shall be improved at the same rate agreed upon as the factor to improve the salary schedule which appears in Schedule A of this Agreement. The District will determine whether an activity or position will take place and/or be funded within any given year.

Payment for seasonal activities shall be made in two equal pays - one halfway through the activity and the remainder at the completion of the activity. Annual activities shall be paid on a pro-rated annual basis. The District shall review the initial enrollment to determine whether or not there are sufficient numbers to warrant the activity. If, during the course of the activity, the enrollment drops below a determined number, the District shall have the right to terminate the activity and pay a pro-rated amount of remuneration. A report form regarding the activity shall accompany the request for payment.

Experience Factor - Add the following:

1 Year	2 Years	3 Years	4 Years	5 Years
\$100	\$200	\$300	\$400	\$500

The following percentages are based on the numbers for the year indicated:

2018-2021	
	\$38,816

Fall	9%
Winter	7
Spring	5

FOOTBALL	
Varsity Head Coach	14
Varsity Assistant #1	9
Varsity Assistant(s) #2 , #3 (if numbers permit)	9
Junior Varsity Head Coach	8
JV Assistant	6

BASKETBALL

Varsity Head Coach - Boys	14
Varsity Assistant- Boys	9
Junior Varsity Head Coach- Boys	9
Varsity Head Coach -Girls	14
Varsity Assistant – Girls	9
Junior Varsity Head Coach- Girls	9
9 th Grade Boys	7
9 th Grade Girls	7

WRESTLING

Head Coach	13
Assistant Coach	9

SOCCER

Head Coach	10
Assistant Coach	7

BASEBALL

Varsity Head Coach	10
Varsity Assistant Coach	7
JV Head Coach	7
9 th Grade Coach	5

SOFTBALL

Varsity Head Coach	10
Varsity Assistant	7
JV Head Coach	7

TRACK

Head Coach -Boys	10
Head Coach - Girls	10
Assistant	7

TENNIS

Head Coach - Boys/Girls	10
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VOLLEYBALL

Varsity Head Coach	13
Varsity Assistant	9
Junior Varsity Coach	9

CHEERLEADING	
Varsity Head Coach/ First Semester	8
Varsity Head Coach/ Second Semester	8
JV Coach/ First Semester	6
JV Coach/Second Semester	6

BOWLING	10
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CROSS COUNTRY	7
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GYMNASTICS	
Head Coach - Boys/Girls	13
Assistant - Boys/Girls	9

DRAMATICS	
Director	7
Assistant	4
Musical director	5
Assistant director	3
Orchestra director	3
Business manager	3
Choreographer	3
Drama Club	2
INSTRUMENTAL MUSIC	12
VOCAL MUSIC	5/5
NATIONAL HONOR SOCIETY	5
SCHOOL PAPER	3
YEARBOOK	7

K-12 ARTS COORDINATOR	6
STUDENT CONGRESS	5
VARSITY CLUB	2
SADD	2
POM PON	6

CLASS SPONSOR	
Senior (1)	2
Junior (2)	2
Sophomore (1)	2
Freshman (1)	2

K-12 CONTENT AREA SPECIALISTS	
Math	10
Language Arts	10
Science	10
Social Studies	10
Enrichment Classes	10
Special Education	10
GUIDANCE COUNSELOR	5
SENIOR CLASS BUSINESS MANAGER	2
YOUTH IN GOVERNMENT	1
CHAPERONE	\$60/event

VOCATIONAL CERTIFICATION*

5.0% of the BA base will be paid to those employees hired prior to September 5, 1973 and who are currently teaching in the program.

1.0% of the BA base will be paid per annual CTE class hour to the teachers who are currently running State Approved CTE funded curriculums as defined below. Teachers must also meet certification guidelines stated below to qualify for the Career Tech Education stipend. In order to receive a percentage of the BA base for CTE funded curriculum, it must meet the Career and Technical Education Funding through the State School Aid Act Section 61a(1) (Added Cost) and maintain the requirements of this program through the required testing, Segment preparation, Curriculum uploads, maintain Advisory Groups, out of classroom experiences, and maintain a competitive group.

The Michigan Department of education administers these funds, commonly referred to as "Added Cost," through the Office of Career and Technical Education (OTCE). The State Board of Education has approved the allocation and distribution policies. A career and technical education (CTE) program must meet certain state standards to be eligible for Section 61a(1) funding.

Further, in order to maintain CTE state-approved program status and remain eligible for State School Aid Act, Section 61a(1) funding, the program's teacher(s) must possess one of the following current and valid credentials:

1. State secondary provisional certificate with a vocational endorsement(s)
2. State secondary or continuing or professional education certification with a vocational requirement.
3. Interim occupational certificate (formerly known as temporary vocational authorization document).
4. Occupational education certificate.
5. Full vocational authorization document.

MIDDLE SCHOOL	
MIDDLE SCHOOL ACTIVITIES COORDINATOR	
Fall	2
Winter	2
Spring	1
FOOTBALL	
8 th Grade	5
7 th Grade	5
Assistant	3
BASKETBALL	
8 th Grade - Boys	5
8 th Grade - Girls	5
7 th Grade - Boys	5
7 th Grade - Girls	5
VOLLEYBALL	
8 th Grade	5
7 th Grade	5
TRACK	
Head Coach	5
Assistant Coach	4
INSTRUMENTAL MUSIC	9
SHOW CHOIR	3
VOCAL MUSIC	5
CHEERLEADERS	5
NATIONAL HONOR SOCIETY	3
JOURNALISM	4
STUDENT COUNCIL	3
SIXTH GRADE INTRAMURALS	7
SCIENCE CLUB	3
ACADEMIC ENRICHMENT	5
The following middle school activities shall be paid at the indicated percent of the B.A. salary base and do not include an experience factor.	
ACADEMIC TEAMS	
8 th Grade (4)	1
7 th Grade (4)	1
6 th Grade (1)	1

ELEMENTARY	
MUSIC	3
INTRAMURALS	7
The following elementary activities shall be paid at the indicated percent of the B.A. salary base and do not include an experience factor.	
GUIDANCE COUNSELOR (Payment is for added work and includes working one (1) week prior to the start of the school year.)	5
STUDENT COUNCIL	3
SAFETY PATROL	3
SERVICE SQUAD	2.5
YEARBOOK	1.5
ACADEMIC ENRICHMENT	1
GREAT BOOKS SPONSOR	1
SCIENCE FAIR SPONSOR	1
ART FAIR SPONSOR	1
BPA Advisor	2

The following activities shall be paid at the indicated rates:			
	2018-21		
Summer School	26.08/hour		
Substitute - High School	26.89/class		
Substitute - Middle School	20.41/class		
Substitute - Elementary (including enrichment classes)	17.65/class		
Workshop Rate	17.65/hour		
Mentor Employees	251.00/year		
Principal Designee	1,029/year		

- A. Posting for all extra-curricular vacancies and selection of candidates shall be in accordance with Article X.
- B. All anticipated extra-curricular vacancies for the forthcoming school year shall be posted at least one week prior to the end of the school year. Any extra-curricular position vacancy which occurs prior to July 1 shall follow the posting procedures outlined in Article X by being posted at the Board of Education office. Additional copies of all these postings will be forwarded to the Association President.
- C. The parties recognize that from time to time the creation of additional extra-duty positions is desirable. Therefore, the Board agrees to inform the Association President of the creation of all new extra-curricular positions and further agrees that the rates of pay shall be subject to negotiation before implementation if the position becomes final.
- D. The parties recognize that it is desirable to have assistant coaches added to the extra-curricular schedule when student interest and participation mandates such additions. The creation of assistant coaching positions and negotiations regarding rates of pay for said position shall follow the procedures outlined in paragraph C.
- E. If two or more extra curricular positions are shared, the base pay for the affected position will be combined and divided at the rate specified by the sponsors/coaches. Experience factors will be added on an individual basis. If one position is shared, the base pay will be divided at the rate specified by the sponsors/coaches. The experience factor for each sponsor/coach will then be applied using the same rate specified by the coaches/sponsors.

**SCHEDULE C
PROFESSIONAL DEVELOPMENT**

District = Total 11 hours

- 2 Full Days prior to the beginning of the school year for all teachers - 11 hours
- 3 Full Days for NEW teacher prior to the beginning of the school year - 17 hours

Building = Total 24 hours on Thursdays

- 16 Staff Meetings at 1.5 hours each = 24 hours

The Building PD meetings will begin 20 minutes after the final bell. Teachers not present at meetings must be excused by the building principal by written notice at least 24 hours in advance of the meeting and are responsible for all learning. Teachers attending professional development outside of the district on the day of any meeting must return to school for the meeting unless approved in writing by Assistant Superintendent of Learning Services. Athletic Coaches are not approved for absence from meetings except on game days but must still provide written notice.

Teacher-Driven Professional Development

Professional Learning Community (PLC) = Total 15 hours

Of the 15 hours of PLC time, a total of 10 hours of documented, data-driven PLC time (after school hours) related to School Improvement Plan. The ten hours must at a minimum include 5 hours with the PLC team but may also include 5 hours of other professional development work related to the PLC goal and approved by the building principal. The remaining 5 hours of PLC time will be dedicated exclusively to student discipline/behavior.

Schedule D
Clarenceville School District
2018-2019 School Year

August 28, 2018	New Teacher Staff Professional Development (Full Day)
August 29, 2018	Teachers Report Professional Development (Full Day)
August 30, 2018	Teachers Report Professional Development (Full Day)
August 31-September 3, 2018	Labor Day Holiday - No School for Students or Staff
September 4, 2018	First Day of School - Half Day for Students or Staff
November 6, 2018	Election Day – P/T Conferences 11-8:15 pm
November 21-23, 2018	Thanksgiving Break - No School for Students or Staff
December 22, 2018-January 6, 2019	Winter Break - No School for Students or Staff
January 7, 2019	Classes Resume (Full Day)
January 21, 2019	No School for Students or Staff – MLK Day
February 18, 2019	Mid-Winter Break No School for Students or Staff
April 1-5, 2019	Spring Break - No School for Students or Staff
April 9, 2019	Secondary Testing day. Grades 8, 10 & 11 report to school. Elementary Spring Conferences
April 19, 2019	No School for Students or Staff
May 27, 2019	Memorial Day - No School for Students or Staff
June 14, 2019	Last Day of School - Half Day for Students AM / Teacher Work Day PM

Clarenceville School District 2019-2020 School Year

August 27, 2019	New Teacher Staff Professional Development (Full Day)
August 28, 2019	Teachers Report Professional Development (Full Day)
August 29, 2019	Teachers Report Professional Development (Full Day)
August 30-September 2, 2019	Labor Day Holiday - No School for Students or Staff
September 3, 2019	First Day of School - Half Day for Students or Staff
November 5, 2019	Election Day – P/T Conferences 11-8:15 pm
November 27-29, 2019	Thanksgiving Break - No School for Students or Staff
December 21, 2019-January 5, 2020	Winter Break - No School for Students or Staff
January 6, 2020	Classes Resume (Full Day)
January 20, 2020	No School for Students or Staff – MLK Day
February 17, 2020	Mid-Winter Break No School for Students or Staff
April 6–April 10, 2020	Spring Break - No School for Students or Staff
April 14, 2020	Secondary Testing day. Grades 8, 10 & 11 report to school. Elementary Spring Conferences
May 25, 20120	Memorial Day - No School for Students or Staff
June 11, 2020	Last Day of School - Half Day for Students AM

Clarenceville School District 2020-2021 School Year

August 25, 2020	New Teacher Staff Professional Development (Full Day)
August 26, 2020	Teachers Report Professional Development (Full Day)
August 27, 2020	Teachers Report Professional Development (Full Day)
August 28, 2020	No School - Students or Staff
August 31, 2020	First Day of School - Half Day for Students or Staff
September 4-7, 2020	Labor Day Holiday - No School for Students or Staff
September 8, 2020	Return from Labor Day Holiday School - Full Day for Students or Staff
November 10, 2020	Election Day – P/T Conferences 11-8:15 pm
November 25-27, 2020	Thanksgiving Break - No School for Students or Staff
Dec. 19, 2020-Jan. 3, 2021	Winter Break - No School for Students or Staff
January 4, 2021	Classes Resume (Full Day)
January 18, 2021	No School for Students or Staff – MLK Day
April 2–April 11, 2021	Spring Break - No School for Students or Staff
April 13, 2021	Secondary Testing day. Grades 8, 10 & 11 report to school. Elementary Spring Conferences
May 31, 2021	Memorial Day - No School for Students or Staff
June 11, 2021	Last Day of School - Half Day for Students AM

Schedule E
Letter of Understanding

Upon expiration of the 2018-2021 collective bargaining agreement, bargaining unit members will pay 20% of the cost toward ancillary benefits.

Schedule F
Letter of Understanding

The 2020-2021 calendar in Schedule D for Spring Break will be followed as agreed upon unless one of the following occurs: (1) should Oakland Schools change the common calendar Spring Break to include Good Friday (April 2, 2021), then the dates of Spring Break listed will reflect that change and there will be no school for staff and students on February 15, 2021, or (2) if the dates for Spring Break 2021 in Oakland Schools common calendar are changed to March 22-26 then the dates of Spring Break will reflect those changes.