

MASTER AGREEMENT

BETWEEN

CLARKSTON COMMUNITY SCHOOLS

AND

CLARKSTON EDUCATION ASSOCIATION/MEA-NEA



July 1, 2011 – August 31, 2012

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AGREEMENT
BETWEEN
THE CLARKSTON COMMUNITY SCHOOLS BOARD OF EDUCATION
AND
CLARKSTON EDUCATION ASSOCIATION

This Agreement entered into this **15th day of April, 2011** by and between the Board of Education of the Clarkston Community Schools, Oakland County, Michigan, hereinafter called the "Board" and the Clarkston Education Association, hereinafter called the "Association."

WITNESSETH

Whereas, the Board has a statutory obligation, pursuant to Act 379, of the Michigan Public Acts of 1965, to bargain with the duly elected representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the members of the teaching profession are qualified as a group to assist in formulating programs designed to improve educational standards and to make recommendations in the formulation of policies, and

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of the Clarkston Community Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

Whereas, the Board and the Association have reached certain understandings which they desire to set forth in writing,

Therefore, in consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representatives for the duration of this Agreement for the following employed certified teachers: (See Appendix D), but excluding: guest teachers, per diem guest teachers, all supervisory and executive personnel, office, secretarial, clerical, cafeteria, maintenance, operational and bus drivers, as well as any other non-teaching personnel employed by the Board.

- B. The term “teacher” when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above, and reference to male teachers shall include female teachers. The term “Board” when used herein shall refer to the Board of Education, Superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel within the meaning of Act 379.

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to organize and the right to join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governing power under law of the State of Michigan, the Board undertakes and agrees that it will not discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the Constitution of Michigan and the United States.

- B. The Association shall have the right to use school equipment and facilities within the following limitations:
 - 1. Equipment usable includes: equipment necessary to conduct Association business.
 - 2. Facilities usable include: room or rooms necessary to conduct Association business.
 - 3. All work to be done and equipment and facilities used in the best interest of the Clarkston Community Schools.
 - 4. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that it does not interfere with or interrupt or affect normal school operations or assigned duties. Any duly authorized representative not housed in that building must report to the building principal before consulting with any teacher. It is understood that no Association views on matters relating to Administrative-Teacher or Board-Association relationships will be discussed in the presence of students.
 - 5. Use of school equipment and facilities is not to interfere with the instructional program or administrative needs and at all times with the approval of the building principal.
 - 6. Materials and any other expenses shall be defrayed by the Association.
 - 7. The Association shall assume the responsibility for replacement or repairs of equipment or facilities lost and/or damaged through the Association's neglect or abuse.

- C. Faculty room bulletin boards and other established media of communication shall be made available to the Association and its members. All Association notices and materials posted or distributed shall bear the initials of an Association officer.

- D. The local Association, recognizing its professional responsibilities, agrees to use its influence to encourage employees who are members of the local Association to perform loyal and efficient work and service, to improve their efficiency, to utilize their time and all equipment furnished by the District to the best advantage, to protect the District's property and interest, and to cooperate with the Administration in promoting the welfare of the District and improving its service.

- E. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency to plan adequately and make conscientious efforts to meet, as required, with children, parents and/or consultants.

- F. Teachers shall be expected to remain on duty as long as needed in the event of emergency situations. Such situations should be similar, but not limited to, severe weather warnings, civil or student disturbances or situations which may threaten health or safety of students.

ARTICLE II

TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES (Cont'd)

- G. All teachers agree to notify the Board as soon as possible of any intent to terminate employment and/or apply for a leave of absence with the District. (Note: Michigan Tenure Act, ARTICLE V, Number 38.11, Section 1, Number 38.112, Section 2).
- H. No teacher shall be prevented from wearing reasonable insignia, pins, or other identification of membership in the Association either on or off school premises.
- I. If a teacher believes his/her contract is not in accord with the Master Contract, he/she shall have the right to review the contract in question. The Association shall, if requested by the individual, be present at such review.
- J. A teacher may leave the building during duty hours (including lunch and/or planning time) with permission from administrative staff or designated representative.
- K. Telephone facilities shall be made available and accessible to teachers for their use in conducting school business. Toll calls must be reported to the principal's office.
- L. The teacher must assume the responsibility for filing a valid Michigan teaching certificate or its equivalent and an official transcript of credits with the Superintendent of Schools within fifteen (15) days after the first day of school. Failure to file these documents may result in withholding pay until such filing has been completed.
- M. If required by state or federal law, each teacher will be required to file a T.B. report with the district superintendent. If required, this service will be provided by the board at a minimal cost to the teacher.
- N. Teachers are required to attend all staff meetings called by the building principal. Attendance at parent related activities is considered by the Board and Association to be a professional responsibility; however, attendance shall be left to the professional judgment of the teacher unless otherwise specified in this contract (calendar). The teacher will notify the building principal of their anticipated absence. (See ARTICLE XXII, Section F.)
- O. Reprimanding, warning or disciplining of a teacher by a principal or other administrator will be done in private. If a written record of the incident involving the teacher is to be made and inserted into the teacher's personnel file, the teacher shall receive a dated copy within five (5) school days of the private meeting. As proof of receipt of the written record, the signature of the teacher shall be required. The teacher shall have the right to insert a rebuttal to any item.

ARTICLE III BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on behalf of the people of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the laws and the Constitution of the United States, including but without limiting the generality of the foregoing, subject to the provisions of law and the specific and express terms of this Agreement, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the conduct of school business.
 2. To hire all employees, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.
 3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the extent such specific and express terms hereof are in conformance with the laws and Constitution of the State of Michigan and the laws and Constitution of the United States.
- C. The Board recognizes the importance of a teacher reference library. They shall continue to improve and up-grade the present one located in the senior high. They will welcome recommendations from the Association or appropriate committee as established in ARTICLE XVIII.
- D. The Board agrees to make available in each school, facilities for typing and duplicating in the preparation of instructional materials.
- E. The Board will welcome and consider recommendations from an appropriate committee as established in ARTICLE XVIII in the selection of new materials.
- F. The Board will continue with past practices of providing facilities, equipment and instructional materials, as deemed necessary to support the programs as prescribed by the building principal. Requests for additional equipment and supplies must be approved by the building principal.

ARTICLE III
BOARD RIGHTS AND RESPONSIBILITIES (Cont'd)

- G. The Board agrees that it shall not discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status, political activities not considered subversive, or membership or participation in the activities of the Association of any other employee organization. The private and personal life of any teacher is not within the concern of the Board unless it interferes with the professional responsibilities or with his/her teaching performance.
- H. The Board agrees to make available to the Association, who shall reimburse the Board for any actual expenses of the preparation thereof:
 - 1. Names and addresses of all teachers and other information not of a confidential nature, together with information which may be necessary to process a grievance or complaint.
 - 2. Upon request of the Association, all public information concerning the financial resources of the Clarkston Community District, including, but not limited to:
 - (a) Annual financial reports and audits
 - (b) Official minutes of all Board meetings
 - (c) Treasurer's reports, census and membership data
 - (d) Tentative budgetary requirements and allocations, including county allocations and Board budgets
- I. Teachers shall be informed of a telephone number they must call to report unavailability for work. All teachers shall attempt to call before 6:00 a.m. Failure to do so may result in loss of pay.

ARTICLE IV TEACHING HOURS

- A. The Board agrees to maintain normal work days throughout the system consistent with its duty as a public service.
- B. Elementary Hours:
 - 1. The school duty day for elementary teachers shall be a continuous eight hours.
 - 2. Throughout a school duty week up to 150 minutes may be designated as “universal time” (UT).
 - a. Activities such as School Improvement, curriculum and staff development, accreditation, team planning, staff meetings, etc. are examples of activities that may be conducted during universal time.
 - b. Up to sixty (60) minutes of this time may be scheduled weekly by the principal or staff for ongoing activities that involve the professional staff.
 - c. Additional universal time may be designated by the principal or professional staff on an as needed basis to promote collaboration and collegiality. The scheduling of that time should not result in the establishment of a permanent or regular addition to the Universal Time schedule.
 - d. Universal time will not routinely be used for personal record keeping, lesson planning, classroom set-up, or other individual work duties.
 - e. Banking of universal time is an option available to staff with the approval of the building principal.
 - 3. Planning time shall be configured to promote and provide blocked professional collaboration time. Guidelines for configuring elementary planning time shall be as follows:
 - a. Each teacher shall receive 325 minutes of instructional planning/conference time per full week. For classroom teachers, this time shall include two (2) thirty (30) minute planning/conference periods at least four (4) days per full instructional week. All other teachers shall receive at least two (2) thirty (30) minute planning/conference periods per day per full instructional week. All planning/conference time shall be scheduled during the student day.
 - b. One (1) thirty (30) minute daily planning/conference period shall be attached to the teacher’s daily duty-free lunch period. (Half-day Kindergarten teachers will be an exception to this).
 - c. Half-day Kindergarten teachers will receive at least a twenty-five (25) minute duty-free lunch and two (2) thirty (30) minute daily planning/conference periods during the student day at least four (4) days per full instructional week.
 - d. Once per full week, two (2) thirty (30) minute planning/conference periods shall be blocked by grade level. When scheduling allows, this time will be attached to a planning/duty free period for classroom teachers.
 - e. Each teacher shall receive an additional twenty-five (25) minutes of planning/conference time to be scheduled once per full week on a flexible basis as determined at the building level.
 - f. Every attempt shall be made to follow contract language in ARTICLE IV B.3. However, a request to waiver can be made to accommodate building needs and permit staff flexibility. It is understood that planning time will be scheduled during the same week if the waiver is mutually agreed upon. The waiver shall not interfere with the collaborative grade level planning block.

ARTICLE IV TEACHING HOURS (Cont'd)

- a. Banking of universal time is an option available to staff members with the approval of the building principal.
 - b. In the event the school district adopts a delayed start program for the purpose of completing NCA projects, professional development or other work, the UT minutes referred to for the middle school in item C.2. shall be designated as "team planning time."
 - c. In the event that the district does not adopt a delayed start program, the middle school will use the following options to provide time for completing major NCA projects, professional development or other work that is required:
 - (1) One-half day student release
 - (2) One-half day or full day release for selected teachers
 - (3) Compensation for time on Schedule A-3
 - (4) District calendar may be adjusted
3. The equivalent of one conference period or class hour for each day school is in session will be scheduled weekly for teachers, with the exception of shortened student days.
 4. The lunch period for junior high, middle and high school teachers shall be a minimum of twenty-five (25) minutes, excluding passing time.
 5. Additional Teaching Assignments:
 - a. If a teacher is requested by another teacher, with the approval of the principal, to assume more than the normal teaching load as set forth in this ARTICLE, he/she shall not receive additional compensation. This shall not be considered as assigned duty as defined in C. 5. c. below.
 - b. Assignments of additional classes over and above the teacher's regular assignment shall be made only by mutual agreement between the teacher or teachers involved and the Superintendent's office. For such an assignment, additional compensation shall be received at the rate of the teacher's per diem (based on eight (8) hours hourly pay).
 - c. If a problem arises, teachers may be required by the principal to fill a class during their conference hour. A teacher will be required to cover no more than once per week. The teacher shall be compensated as per teacher workshop rate A-3. Coverage will be obtained using the following priorities:
 - (1) Volunteer within needed subject area.
 - (2) Assigned within needed subject area.
 - (3) Volunteer from any subject area.
 - (4) Assigned from any subject area.
 6. High school and junior high school teachers shall be required to teach a maximum of five (5) classes per day. Under the trimester system, high school and junior high school teachers shall be required to teach a maximum of four (4) classes per day.

ARTICLE IV TEACHING HOURS (Cont'd)

7. When the district implements middle school programs:
 - a. Middle school teachers will teach a maximum of five (5) classes per day.
 8. Every attempt will be made to limit the number of classroom preparations to three (3) under the semester system and two (2) under the trimester system, except:
 - a. Special Education, elective and exploratory teachers, i.e., music, physical education, applied technology areas, world language, fine arts, etc.
 - b. Teachers in a. above shall be assigned no more than four (4) preparations under the semester system and three (3) under the trimester system.
 - c. Middle school block classes in which teachers teach two (2) separate subjects shall be counted as two (2) preparations. Any preparations to be assigned in excess of the established limits will be discussed between the teacher and the building administrator. Final assignment decisions will rest with the building administrator.
 - d. Should a teacher be assigned more than the stated preparations by the administration, the teacher shall be credited \$150.00 per excess preparation per semester or \$100 per trimester.
- D. Shared-Teacher Responsibilities:
1. Committee Activities
Committee activities are voluntary on the part of staff.
 2. Parking
Administrators will make reasonable accommodations for the parking of teachers' vehicles at their buildings during the school day.
 3. Faculty Meetings
If a teacher's workday does not permit him/her to attend staff meetings in the building in which they start their day, other accommodations will be made for them to receive the information. A session the following day with the principal and/or designee will be suggested.
 4. Open House
Open House attendance is mandatory at all levels.
 5. Parent-Teacher Conferences
Shared-time teachers between the high school and middle school must attend a minimum of one (1) conference session per building.
 6. Progress Reports and Grade Sheets
Progress reports and grade sheets will be turned in at the secondary building where the teacher begins his/her day. The progress reports and grade sheets will be due before school begins on the day established by each building principal. Transportation of the grade sheets and progress reports to the appropriate buildings will be arranged by each building principal.

ARTICLE IV TEACHING HOURS (Cont'd)

7. Classroom Assignments
Every consideration will be made to reduce the number of different classroom assignments for shared-time teachers.
 8. Homeroom Assignments
The building administration will attempt to cover homeroom assignments without using shared-time teachers.
 9. Supervision Assignments
Special supervision assignments during the school day will be prorated based on the shared-time teacher's time in each building. The building administration will attempt to cover these supervision assignments with full-time staff first. Shared-time teachers will have the same supervision assignments as full-time teachers before and/or after school.
 10. Forwarding of Messages by Building Secretaries
Building secretaries will be made aware of the teaching hours of all shared-time teachers.
 11. Evaluation in More Than One Building
At the beginning of each school year, the principals who have shared-time and/or multiple assignment tenured teachers (more than one (1) building) will determine who will be the primary evaluator. The intent will be that these teachers will be evaluated every three (3) years the same as other teachers unless (1) they are new to a building or assignment and/or (2) they received any areas of "Needs Improvement" or "Unsatisfactory" on the previous year's evaluation. The building administration retains the prerogative of evaluating all teachers at any time. Probationary teachers will be evaluated every semester in each building in which they teach.
 12. Travel Time Between Buildings
Sufficient time shall be allowed between class assignments for necessary traveling. Unless agreed otherwise between the teacher and the appropriate administrator, such travel time shall not impinge upon the teacher's assignment, planning time or lunch period
- E. All negotiations, including participation in grievance procedures, shall be conducted outside of duty hours. However, should it become necessary that the representatives of the Board and Association to meet to discuss a problem of mutual interest, the parties, through mutual consent and with the Superintendent's approval, may schedule meetings during duty hours. In such cases, the teacher or teachers representing the Association shall not suffer loss of pay.
- F. On days preceding holidays or vacations, teachers may leave at the conclusion of the student day, provided all students have left the building.

ARTICLE V DEPARTMENT CHAIRPERSONS

- A. Upon recommendation of the building principal and approved by the Superintendent or his/her designee, departments of five (5) or more members in the middle school, junior high school and high school may have department chairpersons, provided there is a member interested in the position. To be considered as a member and/or a chairperson/team leader of a department, the teacher must teach at least fifty-one (51%) percent of an FTE in the department.
1. When a teacher is teaching equal amounts of time in two (2) subject areas, he/she shall be assigned to the department of his/her academic major.
 2. In other problems related to classification of department members, the building principal's recommendation shall determine placement.
- B. Departments of less than five (5) members in the junior and senior high schools shall not have department chairpersons unless recommendations are made by the building principal and approved by the Superintendent or his/her designee. To be considered as a member and/or chairperson of a department, the teacher must teach at least fifty-one (51%) percent of an FTE within the department. Applications of qualifications as stated in A. 1. and A. 2. of this ARTICLE shall apply.
- C. Department chairpersons and core middle school team leaders will receive compensation for duties performed as follows:
- 2011-12 \$500 per person in the department (up to five (5) members each year).
1. When a department or core middle school team has ten (10) members or more, the chairperson will receive an additional stipend of \$500 for that year.
 2. Department chairpersons and core middle school team leaders may request up to one (1) day per marking period (up to four (4) per year) for release time to conduct related duties of the position as approved by the principal.
 3. Department chairpersons and core middle school team leaders will receive per diem (based on eight (8) hours for days worked before the start of the school year and days worked at the end of the school year when these days are mutually agreed upon by the principal and the chairperson.
- D. Department chairpersons shall be coordinators of programs and materials. In the event that no teacher is designated as department chairperson by the building principal and approved by the Superintendent or his/her designee, the building administrator shall handle the responsibilities for the functions of that position.
- E. Department chairpersons shall be recommended for assignments by the building principal prior to the close of the school year and must be approved for such assignments by the Superintendent's office. Written notification of such approval or denial must be given to the designated chairperson before the close of the school year.
- F. Department chairpersons shall not be assigned on a permanent basis, but shall be recommended and approved each school year.
- G. It is recommended that all department chairpersons be tenured teachers.
- H. If the principal does not make a recommendation, the position will remain vacant.
- I. Department chairpersons or designee shall serve on building curriculum committees.

ARTICLE V
DEPARTMENT CHAIRPERSONS (Cont'd)

- J. Department chairpersons shall assist in interpreting the objectives and activities of the department.
- K. Department chairpersons shall have a separate written evaluation each year.

ARTICLE VI TEACHING CONDITIONS

- A. The Association and the Board recognize that the pupil-teacher ratio is an essential condition of a quality educational program. Therefore, it should be recognized that the Board has the primary responsibility for providing an adequate number of teachers, facilities and funds to implement a quality educational program. It is also recognized that the primary duty and responsibility of the teacher is to provide instructional service and that the organization of the school as well as the school schedule will be directed toward insuring that the energy of the teacher is primarily utilized to this end.
- B. Elementary:
1. When the individual classroom of kindergarten reaches 26 to 1; Grades 1 through 3 reaches 28 to 1; and Grades 4 through 5 reaches 31 to 1, relief will be provided according to the following:
 - a. An immediate study by the Superintendent's designee of alternative methods in the reorganization of classrooms in order to relieve class size. One of the following solutions will be established by the representative of the Superintendent after consultation with representative(s) of the Association and/or the affected teacher.
 - b. Individual Class Size relief as follows:
 - (1) If class size reaches or is over by one student. In B.1., one hour of classroom aide time per day will be provided.
 - (2) If class size is over by two students in B.1., two hours of classroom aide time per day will be provided.
 - (3) If class size is over by three students in B.1., three hours of classroom aide time per day will be provided.
 - (4) If class size is over by four students in B.1., four hours of classroom aide time per day will be provided.
 - (5) If class size is over by five students in B.1., five hours of classroom aide time per day will be provided.
 - (6) If class size is over by six students in B.1., a full-time (six and one-half hours) classroom aide will be provided.

Or

 - (7) If one or more students over class size in B.1., the teacher will receive \$167 per trimester, for each semester the class size exceeds the guidelines written in B.1.
2. When the potential for an elementary combination class exists in a building, the building principal shall resolve this issue through a collaborative effort with the teachers who are affected in those grade levels in regards to the following:
 - Class size of all effected classes in those grade levels
 - Grouping of students
 - Delivery of Curriculum
 - Implementation of multi-age philosophy

ARTICLE VI TEACHING CONDITIONS (Cont'd)

- Use of a half-time instructional aide based on highly qualified language and teacher input on hiring. (Deployment of aide would be decided by the collaborative team.)

Combination classes shall not be figured into the individual class size relief.

In a combination class when the class size ratio reaches 27 to 1 in grades 1-3, 28 to 1 in grades 3-4, or 29 to 1 in grades 4-5, an additional half-time highly qualified aide will be added. The hiring and placement of the aide will be a collaborative decision between the administration and teacher based on the building needs.

- A half-time highly qualified aide will be provided for all split classes.
- Should numbers exceed the ration listed above, an additional half-time highly qualified aide will be provided.
- The placement of the highly qualified aide will be a joint decision based on building needs.

3. Relief may be terminated if class size falls below B.1.
4. Class size relief will be implemented no later than the second Friday of the school year. Once assigned, the classroom aide position will remain for a minimum of the remainder of the marking period.

C. Secondary: Middle School, Junior High School and High School:

1. The 30 to 1 ratio of the North Central Association shall serve as a guide in secondary schools, with the exception of music and physical education. In secondary specialized classes (science labs, language labs, business, art, computer/technology, etc.) the number of students shall not exceed the instructional stations provided.
 - a. When any class in the school reaches 33:1, excluding physical education and music, the administration will:
 - (1) Attempt to equalize class size of like sections within the same department.
 - (2) Attempt to add sections within the same department.
 - (3) Classroom station assignments will be based on the following considerations:
 - (a) Physical size of the room
 - (b) Normal size of grade level students
 - (c) Size of student stations
 - (d) Curriculum content
 - (4) The decision of the building administration is final in items (1), (2), and (3).
 - (5) If the class size reaches 34:1, the teacher will receive \$125 per section, per semester or \$84 per trimester, for each section at the 34:1 ratio. If the class size reaches 36:1, the teacher will receive \$175 per section, per semester or \$117 per trimester, for each section at the 36:1 ratio.
2. If a teacher's daily load at the middle school, junior high or high school reaches 150 students (excluding music and physical education), or 120 students at the junior high and high school under the trimester system, at the request of the teacher, the principal will meet with the teacher to resolve the problem. If a solution is not reached, an immediate study by the Superintendent's designee of alternative methods in the reorganization of classrooms in order to relieve class size will be conducted. If the problem is still not resolved, one of the following solutions will be established by the representative of the Superintendent after consultation with representative(s) of the Association and/or the affected teacher. This will be done no later than the fourth Friday of the school year.

ARTICLE VI TEACHING CONDITIONS (Cont'd)

Middle School, Junior High School and High School:

- (1) 150 - 170 students - one day per marking period, to be used within the building to complete necessary teaching tasks. A guest teacher will be provided.
- (2) 150 - 170 students - an amount not to exceed \$300 to be used for classroom materials.
- (3) 150 - 170 students - a \$250 stipend per trimester or one hour of classroom aide time per day.
- (4) 171 - 180 students - a \$467 stipend per trimester or two hours of classroom aide time per day.
- (5) 181 - 190 students - a \$667 stipend per trimester or three hours of classroom aide time per day.

Junior High School and High School: (Trimester System)

- (1) 120 – 136 students – one day per marking period, to be used within the building to complete necessary teaching tasks. A guest teacher will be provided.
- (2) 120 – 136 students – an amount not to exceed \$300 to be used for classroom materials
- (3) 120 – 136 students – a \$250 stipend per trimester or one hour of classroom aide time per day.
- (4) 137 – 144 students – a \$467 stipend per trimester or two hours of classroom aide time per day.
- (5) 145 – 152 students – a \$667 stipend per trimester or three hours of classroom aide time per day.

3. Relief may be terminated if class sizes fall below the C.1. and C.2. numbers.

- D. Facilities for special services will be provided in all buildings.
- E. Library facilities will be provided in all buildings.
- F. When the Board institutes parent volunteers, or student teachers, the teacher will have, without prejudice, the opportunity of accepting such individuals and, in cooperation with the building principal, will determine the scope of the duties and responsibilities of such personnel.
- G. Certified guest teachers will be provided for music teachers when available.
- H. Qualified and certified guest teachers will be provided for other special area teachers when available.
- I. Safety devices, required by law or deemed necessary by the department, and approved by the Administration, shall be provided without charge.
- J. Elementary teachers should have the opportunity for input regarding the placement of their students into the next grade level. Teacher input will be requested in placing identified special needs students in classrooms.
1. Placement of students in general education environments is best accomplished with input from general education teachers, special education teachers, administrators and support staff. All learning environments will be considered for all children.

ARTICLE VI TEACHING CONDITIONS (Cont'd)

Placement will be made by administrator(s) with input from teachers based on the need to balance classrooms (to create optimal learning environments) frequency of assignment of special education students to individual teachers, and appropriate environment for the student.

- a. Placement decisions will consider:
 - (1) Experience of teacher
 - (2) Number of students in grade level/class
 - (3) Number of students with special needs at each grade level
 - (4) Types of special needs in each class/grade level
 - (5) Total available support in building
 - (6) Physical access to/and arrangement of environment
 - (7) I.E.P. requirements
 - (8) Frequency with which teacher has been selected to receive students with special needs
 - (9) Availability of curriculum/session (example: A student who attends Clarkston half-time in the afternoon may need the specials provided in the schedule of one class more than the science provided in the schedule of another class.)
 - b. Accepted guidelines for placement include:
 - (1) Placement of students in the spring is a standard goal
 - (2) Staff input will be solicited for special needs students entering during summer
 - (3) Transition activities will be made available (when possible) to teachers receiving center program eligible students
 - (4) Strategies will be designed to develop a team relationship between general and special educators responsible for the same student.
2. Teachers should have the opportunity to view their class lists prior to distribution to parents/students.
- a. Accepted guidelines for distribution of class lists and/or schedules include:
 - (1) Faculty will be invited to review class lists prior to distribution of schedules at summer "welcome back to school" night
 - (2) Opportunity for faculty to review lists may occur on the day of distribution to parents/students
 - (3) Class lists will be available on site
 - (4) Publication of class lists does not preclude changes in class and/or schedule.

ARTICLE VII QUALIFICATIONS AND ASSIGNMENTS

- A. The Board of Education will comply with the certification laws of the State of Michigan.
- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside their major or minor field.
- C. To be considered qualified to be assigned to teach in a given subject area in Grades 6 through 12, the following shall apply:
 - 1. Have Provisional, Continuing, Permanent, or Professional Education Teacher Certification.
 - 2. Have a major or minor in the given subject area and meet state requirements for highly qualified. This qualification will apply to 5/6ths of the teacher's assignment.
 - 3. Teachers currently assigned to or laid off from a primary or principal subject area in Grades 6-12 who do not meet the above qualifications:
 - a. Must have a minimum of twelve (12) semester hours within one (1) year of notification of the new assignment in order to keep the assignment in the ensuing school year.
 - b. Must have a minimum of eighteen (18) semester hours within two (2) years of notification of the new assignment in order to keep the assignment in the ensuing school year.
 - c. Thereafter, teachers must meet the qualifications listed in C. 2. above.
 - d. In accordance with ARTICLE XII C. 1. c. & 2., if a program is eliminated from the district's offerings and a professional staff member(s) needs to be recertified due to reassignment, the district's financial responsibility will include tuition, fees and registration, state testing fees, and if necessary, with the approval of the Superintendent, paid time off from teaching duties if the course meets only during the duty day.
 - e. A professional staff member working on recertification must demonstrate timely completion of required credits. The professional staff member shall be considered for continued employment if:
 - (1) Six or more of the required credits needed to fulfill provisions in ARTICLE VII. C. 3. a. are completed three months prior to the ensuing school calendar year, and
 - (2) Three or more of the remaining six credits required to fulfill the provision in ARTICLE VII. C. 3. b. are completed three months before the start date of the second school year.
 - f. Any professional staff member retrained through this district-funded retraining program is obligated to remain an employee of the district for one (1) year following completion of up to twelve (12) district paid semester hours and two (2) years if more than twelve (12) district paid semester hours were provided. Reimbursement for all tuition, fees, registration, and state testing fees paid by the district will be required from the employee if these conditions are not met.

ARTICLE VII
QUALIFICATIONS AND ASSIGNMENTS (Cont'd)

- D. Assignment of new teachers shall be made as soon after they are employed as possible. New teachers shall obtain their specific teaching assignments not later than the last Monday in August. Requests for new assignments by existing staff, to occur between school years, will be submitted in writing prior to the completion of the current school year. All other teachers will return to their former assignments unless notified by certified mail, postmarked not later than one (1) month prior to the teacher's start date. Changes in teacher assignments after this date shall be made only for just cause. Teachers shall be notified before the first day of school.

- E. Half-Time Teaching (Appendix C).

ARTICLE VIII VACANCIES, PROMOTIONS AND TRANSFERS

A. Vacancies:

1. The Board declares its support of a policy of filling all vacancies from within its own teaching staff.
2. A teacher may apply for any position within the system for which he/she is certified. The Board shall determine the qualifications for such positions and has the sole discretion in the selection process. Such an application must be in writing, addressed to the Superintendent of Schools. Any vacancy occurring during the school year to which a teacher has requested transfer shall not be filled permanently until the following school year. Applications must be submitted annually.
3. In filling a vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. This does not preclude that candidates from outside the system are not eligible for employment. Each applicant shall be notified of the Board's decision within five (5) days of the fulfillment of the position. The decision of the Board as to the filling of such vacancies shall, however, be final.
4. The central office shall post in all buildings and on the district website professional vacancies and newly created positions existing within the system when vacancies or positions occur. The Association shall furnish a list of building representatives by June 1 to which the Board agrees to mail notice of vacancies or newly created positions during the summer months. Individual teachers who wish to receive notice of vacancies or newly created positions during the summer months shall so notify the Board in writing by June 1.
5. Teachers laid off from other Oakland County school districts are encouraged to apply and will be given consideration for existing vacancies.

B. Promotion - transfer from within the bargaining unit to a supervisory or administrative capacity:

1. A teacher may apply for any position within the system for which he/she is certified. The Board shall determine the qualifications for such positions and has the sole discretion in the selection process. Such an application must be in writing, addressed to the Superintendent of Schools. Applications will be considered either during the school year or during the summer. Such applications must be renewed annually.
2. Each applicant shall be notified of the Board's decision within five (5) days of the filling of the position.
3. Administrative Seniority Rights: See ARTICLE XII, Section K.

C. Transfers:

1. Requests by a teacher for a transfer to a different class within the building shall be made in writing to the building principal. The application shall set forth the reasons for transfer and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration.
2. Requests by teachers for a collaborative exchange of assignment within a building/Special Education Department shall be made to the supervising administrator(s). This request shall be made with the agreement of both teachers that the assignment will be for two (2) years and that both teachers shall be returned to their previous teaching assignment upon the request of either teacher at the end of the two year period.

ARTICLE VIII VACANCIES, PROMOTIONS AND TRANSFERS (Cont'd)

Teachers requesting a collaborative exchange must meet all district qualifications for the grade level/assignment requested (i.e. Early Childhood Education endorsement in grades K-2, team teaching in grades 4-5, required certification). Staff teaching in grades K-2 without an Early Childhood Education endorsement (due to grand-person arrangement) who are approved for a collaborative exchange to grades 3-5 would be allowed to return to K-2 at the end of the two-year exchange. Thereafter, they would be required to have the Early Childhood Education endorsement to be considered for a transfer back to K-2. The decision of the supervising administrator will be final in all cases concerning requests for collaborative transfers within a building/Special Education Department.

3. Requests by teachers for a collaborative exchange of assignment between buildings shall be made to the Central Office Administrator responsible for the division. This request shall be made with the agreement of both teachers that the assignment will be for two (2) years and that both teachers shall be returned to their previous teaching assignment upon the request of either teacher at the end of the two-year period.

Teachers requesting a collaborative exchange must meet all district qualifications for the grade level/assignment requested (i.e. Early Childhood Education endorsement in grades K-2, team teaching in grades 4-5, required certification). Staff teaching in grades K-2 without an Early Childhood Education endorsement (due to grand-person arrangement) who are approved for a collaborative exchange to grades 3-5 would be allowed to return to K-2 at the end of the two-year exchange. Thereafter, they would be required to have the Early Childhood Education endorsement to be considered for a transfer back to K-2.

The decision of the Central Office Administrator responsible for the division in which the transfer is requested will be final in all cases concerning requests for collaborative transfers between buildings.

4. Requests by a teacher for transfer to a different building shall be made in writing to the Central Office Administrator responsible for the division (elementary, secondary and student support services). The application shall set forth the reasons for the transfer, the school, grade, or position sought, and the applicant's academic qualifications.
5. While the parties recognize that involuntary transfers between buildings may be necessary, they also recognize the desirability to keep such transfers to a minimum. The following will apply with the exception of summer transfers (See ARTICLE VII, D.):
 - a. Involuntary transfers between buildings shall not be made for arbitrary reasons.
 - b. If a teacher is to be transferred involuntarily on the basis of performance, the teacher shall be notified in advance. The teacher shall have the opportunity to discuss such a transfer with the Central Office Administrator responsible for the division to which the transfer will occur and will be given a semester or ninety (90) school days to improve their professional performance and be re-evaluated. At the request of the Board and with the agreement of the Association, the ninety (90) day improvement period may be waived in unusual circumstances.
 - c. If a teacher is to be transferred involuntarily to meet the following circumstances: unexpected leaves, enrollment shift, death of a staff member, unexpected resignations, or physical plant damage, the following process will be used:
 - (1) Volunteers will have been sought.

ARTICLE VIII VACANCIES, PROMOTIONS AND TRANSFERS (Cont'd)

- (2) In the absence of volunteers, a teacher or teachers in the subject area (secondary) or building (elementary) with the lowest district seniority will be transferred.
 - d. The criteria for making transfers to new buildings and for assigning teachers to a new schedule within their current building because of the opening of a new building will be as follows:
 - (1) The CEA President will be informed if teachers will be assigned, or considered for assignment to a new building or to a new schedule.
 - (2) Volunteers will have been sought.
 - (3) A balance of experienced and inexperienced teachers on a given faculty will be maintained. As nearly as possible, each school should reflect the range of teaching experience at that level. If it is necessary to involuntarily transfer higher seniority teachers to maintain this balance, the certified and qualified teacher with seniority above the average of the affected buildings will be placed into a pool to be considered for transfer.
 - (4) Experience in the specific course, subject or grade level should be considered.
 - (5) If two or more candidates with similar experience are to be considered for a particular assignment, the teacher with greater seniority should be given the first choice to accept or reject the assignment.
 - (6) A significant consideration will be seniority unless it affects D.3.
 - (7) Except in an emergency, the teacher will be notified at least twenty (20) days prior to the effective date of the transfer.
 - (8) At the request of the teacher, a conference with the teacher, Central Office Administrator responsible for the division and an Association representative will be held to explain the reason for the transfer.
 - (9) Every effort will be made to notify those to be involuntarily transferred by June 1 of the school year prior to the opening of the new building or schedule.
 - e. Involuntary transfers between buildings may be made to meet instructional requirements and/or to implement new teaching strategies. If a transfer is to be considered the principal/supervisor shall provide the teacher with a specific statement of the issues. The teacher shall have the opportunity to discuss such a transfer with the Central Office Administrator responsible for the division and will be given a minimum of thirty (30) days to advocate that such a transfer is not necessary. At the request of the Board and the agreement of the Association, the thirty (30) day period may be waived in unusual circumstances.
6. All requests for transfer shall be renewed each year by March 15 to insure active consideration. Unusual and emergency circumstances will be taken into consideration.
 7. This agreement shall not supersede contractually provided seniority rights.

ARTICLE IX PAID LEAVES

A. Personal Absence Days

1. Each teacher will receive twelve (12) personal absence days per year (earned monthly). The twelve (12) days will be posted and shall be available for use at the beginning of each school year. Each year, all absences (to a maximum of twelve (12) days) will be charged against the employee's annual personal absence days. Any absences thereafter must be for the employee's own personal illness and will be charged to their individual accumulated sick leave bank.
2. Personal absence days may be used for the following reasons:
 - Employee's own personal illness
 - Personal business
 - Illness of an immediate family member/legal dependent
 - Emergency
 - Hospitalization
 - Court
3. Personal absence days may not be used for routine health examinations, dental appointments, or surgical procedures which might be scheduled during off duty hours or vacation periods.
4. When an employee is absent the duty day before or the duty day after a recess, he/she shall not receive compensation for the day unless the absence has been pre-approved or post-approved. A doctor's note may be required for an absence due to illness before or following a school recess.

B. Employee's own personal illness

1. Proof of illness, signed by a physician may be required of a teacher in case of excessive use of paid leave. Any unused portion of the annual accumulated personal absence days shall be credited to the next year's employee sick leave bank. The teacher's personal accumulated sick leave bank may only be used for the employee's own personal illness and shall accumulate without limitation.
2. Personal sick leave compensation shall be limited to the earned paid leave bank on file in the year in which the personal sick leave begins. In case of overpayment, the teacher's contractual salary will be adjusted and/or the teacher will reimburse the district. If it is not possible to collect the overpayment, the Sick Leave Bank (Appendix B) will repay the days to the district.
3. Personal sick leave bank benefits are allowed only for those under contract. Personal sick leave shall not be considered as pay that an employee is entitled to in cash or in vacation quota except as in ARTICLE XIV, Section L.
4. An employee who meets the qualifications of the Federal Family Medical Leave Act due to their own personal illness, may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 3430.01 will apply. Use of paid sick leave days shall only be granted for the employee's own personal illness up to the number of paid leave days accumulated by the employee but not to exceed twelve (12) weeks. This leave may be requested for the following reasons:

ARTICLE IX PAID LEAVES (Cont'd)

- a. The birth of a child. The paid sick leave is only approved for the time necessary for the mother to recover from childbirth (usually 6-8 weeks). Time for care of a newborn child will not be covered as paid time. Use of paid sick leave days for the employee's own personal illness approved under the FMLA shall be limited to the employee's accumulated earned sick leave bank days at the time the leave begins.
 - b. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.), also see ARTICLE X, H.
 5. If the employee is still unable to return to work after 90 calendar days due to their own personal illness, the employee must apply for long term disability compensation. If approved for LTD compensation, the employee may accept payment in lieu of sick leave pay or may continue to receive earned sick leave pay and reimburse the district for all health insurance benefits (medical, dental, vision, life, LTD).
 - a. A teacher who is unable to work because of personal illness or disability and who has been on paid or unpaid sick leave for ninety (90) calendar days may qualify for long term disability (LTD) compensation.
 - b. If said teacher has tenure and was approved for LTD and returns from LTD leave within the same school year, the tenured teacher may return to their original teaching assignment.
 - c. If said teacher has tenure and was approved for LTD and returns from LTD leave after the completion of one school year, the teacher shall return to an assignment for which they are certified according to ARTICLE VII.
 - d. The district and association will agree to the time of the teacher's return from LTD leave so as to provide the least disruption to classroom instruction. The affected teacher may return as a substitute teacher at the employee's rate of pay until the time is appropriate for the return to a regular teaching assignment.
 - e. A non-tenured teacher on LTD leave may not have return rights from leave.
 6. When a teacher is injured on the job, state laws governing worker's compensation will prevail. The teacher may use personal illness days until such time he/she is eligible for worker's compensation paid leave. While worker's compensation is in effect, teacher shall have the option to use a percentage of their own personal absence/sick days (if available) in order to receive 100% of their contractual salary. Employees may not access the sick leave bank for this purpose.
- C. Illness of Immediate Family Member
1. The employee may use personal absence days for the illness of an immediate family member or legal dependent as defined by IRS guidelines. These absences will be deducted from the annual personal absence days. The employee may not use personal sick leave bank for this reason of absence.

ARTICLE IX PAID LEAVES (Cont'd)

D. Personal Business:

1. Personal business leave is defined as business that cannot be conducted before or after school hours, on a weekend, or during a vacation or holiday period.
2. These days shall not be used for recreational purposes, social functions or vacation periods.
3. No personal business days will be granted during the last five (5) working days of the school year or the day preceding or the day following a recess.
4. This time shall be granted by notifying the building principal two (2) days in advance, except when such timely notice is impossible. In order to guarantee the operation of the instructional program, a maximum of 10% of a building staff would be granted personal business leave on any instructional day.
5. Personal business leave is leave which may be used for such purposes as emergency care of immediate family members or personal business requiring absence from duty during regular working hours. Examples of valid types of personal business leave include: required to appear in court, legal and professional business, temporary care of children at home, to be with family members in times of crisis and religious holidays.
6. Personal business days will be deducted from the annual personal absence days.
7. Accumulated paid leave days shall be banked and made available to personnel returning to employment only when the individual has been absent from employment on an approved leave.

E. Hospitalization

1. In the event of hospitalization of spouse, child, mother, father, sister, brother, grandparents or legal dependents, the teacher shall be allowed one (1) day for hospital visitation per admittance and, if needed, one (1) day to bring the patient home, which will be deducted from the annual personal absence days.

F. Death

1. Immediate Family Member: In the event of death of spouse, children, mother, father, mother-in-law, father-in-law, sister, brother, grandchildren and grandparents or legal dependent, the individual is allowed up to three (3) days with full pay, not to be charged against the annual personal absence days. An additional two (2) days, if requested, may be granted and deducted from the annual personal absence days if approved by the Superintendent or designee.
2. Death of Other Persons: In the event of the death of other persons, one (1) day per occurrence will be allowed and deducted from the annual personal absence days.
3. When the funeral is three hundred and fifty (350) miles or more from Clarkston, an extra day of traveling time will be allowed, upon request, and deducted from the annual personal absence

ARTICLE IX PAID LEAVES (Cont'd)

days. The employee should contact the Executive Director of Human Resources regarding any other special circumstances.

G. Emergency Day:

1. Emergency days will be deducted from the annual personal absence days and are defined as:
 - Unexpected injury to family member.
 - Home problem requiring immediate attention.
 - Property damage accident enroute to work.
 - Unavoidable travel delay.

H. Court Appearance: A person required by subpoena to appear in court due to a personal nature such as, but not limited to, a divorce or personal legal action will be charged with an annual personal absence day. The teacher will not be paid if such appearance is about an illegal and/or negligent action on the part of said teacher or action against the Board by the Association or teacher. Court days will be deducted from the annual personal absence days.

I. Absences not charged to annual personal absence days

1. Jury Duty: A teacher called for jury duty shall be compensated at their regular rate of pay. However, any jury duty fees awarded to the teacher, excluding mileage, must be returned to the District. A teacher called for grand jury duty shall be compensated at their regular rate of pay. However, only one-half of any jury fees awarded to the teacher, excluding mileage, must be returned to the district. All jury duty days must have written verification and will not be charged against the annual personal absence days.
2. Court Appearance: A person required by subpoena to appear in court to give testimony as a witness, will receive full pay, provided such appearance is not brought about by an illegal and/or negligent action on the part of said teacher or action against the Board by the Association or teacher. Subpoena may be requested for verification. Any compensation, such as witness fees, shall be returned to the district.
3. Professional Days
 - a. Two (2) teacher initiated professional days for the purpose of visitation, conferences, workshops, or seminars conducted by colleges, universities, MEA, NEA, not related to labor relations, or other professional organizations will be made available to each teacher not to be deducted from paid leave bank. However, to qualify for compensation, the teacher must:
 - (1) Gain approval five (5) school days in advance from the building principal.
 - (2) Submit a written report to building principal five (5) school days following the leave.
 - b. Approval of all professional days is subject to the availability of guest teachers and financial conditions of the District. Denial of requests for professional days shall not be subject to the grievance procedure.

ARTICLE IX PAID LEAVES (Cont'd)

4. Association Business

- a. Twenty-two (22) total days will be allowed, if needed, to attend conferences called by the MEA, by notifying the building principal five (5) days in advance. Under extenuating circumstances, the five (5) day notification period may be waived by the

Superintendent. The Association will pay guest teacher costs. Additional days may be granted by the Superintendent.

5. Sabbatical Leave: Section 572, General School Law, reads as follows: "Any Board, after a teacher has been employed at least seven (7) consecutive years by said Board and at the end of each additional period of seven (7) or more consecutive years of employment, may grant said teacher a sabbatical leave for professional improvement not to exceed two (2) semesters or three (3) trimesters at any one time: Provided that the teacher holds a permanent or life certificate, or is engaged in teaching in a college maintained by the Board.

During said sabbatical leave, the teacher shall be paid compensation as provided in the rules and regulations of said Board: Provided, however, that said Board shall not be held liable for death or injuries sustained by a teacher while on sabbatical leave.

- a. To qualify for sabbatical leave, the applicant must hold a Master's Degree.
- b. Not more than two (2) of the qualified employees may be granted such leave in one (1) year.
- c. Compensation shall be no less than fifty percent (50%) of his/her annual salary. Provisions for payment shall be determined at the time the leave is granted. A sabbatical leave as a mentor teacher granted under Section 1525 (2)(f) of the Michigan General School Code shall be unpaid and follow the provisions of a personal unpaid leave.
- d. Any teacher granted a sabbatical leave, with compensation, shall sign an agreement to return to the system for a period of three (3) years.
- e. Upon return of such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period.
- f. Seniority will not accrue while the teacher is on a sabbatical leave.
- g. One-half (1/2) of annual sick days will accrue while the employee is on sabbatical leave.
- h. Sabbatical leaves must be approved by the Board of Education.
- i. Failure of the Board to grant a sabbatical leave shall not be subject to the grievance procedure.

ARTICLE IX PAID LEAVES (Cont'd)

J. PERSONAL ILLNESS LEAVE – PAID

1. In the case of a predictable disability, a leave will be granted upon request to tenured teachers for the duration of the disability with a limit of the equivalent of one full school year under the following conditions. Non-tenured teachers will be granted personal illness leave that qualifies under the FMLA.
 - a. Compensation shall be limited to the earned accumulated sick leave at the time leave begins, with a maximum of 90 calendar days.
 - b. After 90 calendar days the employee must apply for long term disability compensation (LTD).
 - c. Once approved for LTD the teacher may accept the LTD policy amount or may reimburse the district for all health insurance premiums (medical, dental, vision, life, LTD) after 90 calendar days for the duration of the illness leave.
 - d. The employee must notify the district in writing as soon as possible after medical confirmation of a physical condition which could possibly lead to a disability during the school year, giving estimated date of disability and confinement. Applications for leave must be made in writing thirty (30) days before hospitalization or confinement
 - e. Monthly statements from a physician competent in the field of the disability, giving estimated date of confinement or hospitalization, are necessary.
 - (1) Must be in best interests of students as determined by the building principal
 - (2) Must be approved by a physician competent in the related field
 - (3) Must be approved by the Superintendent or designee
 - (4) Superintendent or designee's decision will be final and will in no way establish a precedent.
 - f. A teacher granted a leave of absence without pay by the Board, under the above conditions, shall be given a position upon his/her return, provided there is an opening in his/her area of certification and he/she has given notice sixty (60) calendar days prior to the expiration of the leave.
 - g. The district and association will agree on the timeliness of the return of such unpaid leave so as to provide the least disruption to classroom instruction.
 - h. The teacher may return as a substitute teacher at their rate of pay until the appropriate time to return.
2. In the case of an emergency disability, the leave will be granted, upon request, to teachers for the duration of the illness up to two (2) semesters. Compensation shall be limited to the amount of earned accumulated paid leave at the time the leave begins. Leave granted pursuant to this section shall count toward leave to which the teacher may be entitled under the FMLA. The Board reserves the right under the FMLA to require a teacher to use his/her accumulated sick leave. (See ARTICLE X. I., and Board of Education Policy 3430.01)

K. Personal Illness Leave – Unpaid (Personal Sick Bank Exhausted)

1. A tenured teacher who is unable to teach because of their own personal illness or disability, and who has exhausted all paid leave available shall be granted, upon request, a leave of absence without pay for the duration of such illness or disability up to the equivalent of one full school year.

ARTICLE IX PAID LEAVES (Cont'd)

- a. A teacher granted a leave of absence without pay by the Board, under the above conditions, shall be given a position upon his/her return, provided there is an opening in his/her area of certification and he/she has given notice sixty (60) calendar days prior to the expiration of the leave.
 - b. The district and association will agree on the timeliness of the return of such unpaid leave so as to provide the least disruption to classroom instruction.
 - c. The teacher may return as a substitute teacher at their rate of pay, until the appropriate time to return.
 - d. Leave granted pursuant to this section shall count toward leave to which the teacher may be entitled under the FMLA.
 - e. The Board reserves the right under the FMLA to require a teacher to use his/her accumulated sick leave. (See ARTICLE X,I. And Board of Education Policy 3430.01).
- L. Extensions of leave may be granted to tenured teachers, upon request, with approval of the Superintendent. Extensions are limited to a maximum of the equivalent of one full school year. Teachers must notify the Board in writing of their desire to return sixty (60) calendar days before termination of the extended leave.
- M. Sick Bank Policies and Procedures: See Appendix B.
- N. An employee who meets the qualifications of the Federal Family Leave Act may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 3430.01 will apply. Paid leave shall only be granted up to the number of paid leave days accumulated by the employee but not to exceed twelve (12) weeks. This leave may be requested for the following reasons:
1. The birth of a child.
 2. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.), also see ARTICLE X. I.

ARTICLE X UNPAID LEAVES

- A. Any requests for unpaid leave days are to be made to the Superintendent or his/her designee. The Superintendent's decision shall be final and not subject to the grievance procedure.

- B. Leaves of Absence:
 - 1. A leave of absence of up to one (1) year may be granted to any tenured teacher, upon written application, for the purpose of participating in exchange teaching programs in other states, territories or countries, foreign or military teaching programs. Upon his/her return, he/she shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.
 - 2. Leaves must be approved by the Superintendent. The decision of the Superintendent shall be final. Intent to return for the following school year must be submitted in writing to the Superintendent of Schools by March 15. Failure to submit a notice of intent to return within the time limit shall be deemed a resignation. Teachers timely returning at the conclusion of such leaves will have full return rights pursuant to ARTICLE XII for which the teacher is certified and qualified to teach. The CEA president will receive a list of CEA members on leave of absence prior to March 1 of each year.

- C. Personal Leave: A personal unpaid leave of absence of up to one (1) year may be granted to any tenured teacher upon written application. Granting of leaves of absence shall be limited to coincide with the staffing needs of the district, thus avoiding additional hiring during a time of reduced staffing.
 - 1. Requests for such leaves will be submitted in writing to the Superintendent by March 15.
 - 2. Intent to return for the following school year must be submitted to the Superintendent by March 15. Intent to return for the following school year must be submitted in writing to the Superintendent of Schools by March 15. Failure to submit a notice of intent to return within the time limit shall be deemed a resignation. The CEA president will receive a list of CEA members on leave of absence prior to March 1 of each year.
 - 3. Teacher longevity and salary step will be frozen during the duration of the leave. Teacher seniority will accrue.
 - 4. During the leave, the teacher will not lose any previously accumulated sick days or tenure status; additional sick days will not accrue while on such leaves.
 - 5. Teachers granted such leaves will have full return rights for the following school year, provided there is a position for which the teacher is certified and qualified to teach according to ARTICLE XII, Reduction in Personnel and Annexation and Consolidation of Districts, of the Master Agreement.
 - 6. Teachers choosing such leaves of absence would, if they so desire, be allowed to guest teach for the school district during the school year of the current leave.
 - 7. It is understood between the parties that the decision to grant leaves under the above conditions will be at the sole discretion of the Superintendent and his/her decision will be final and not grievable. The granting of any such leaves by the Superintendent will not establish a precedent for other such requests for the same leave.

ARTICLE X UNPAID LEAVES (Cont'd)

D. Military Leave:

1. Military leave shall be granted in accordance with state and federal law. The teacher's return rights from military leave shall likewise be governed by state and federal law.

E. Adoption or Child Care Leave:

1. An adoptive leave or child care leave of up to a maximum of the equivalent of one full school year shall be granted to a tenured teacher upon written request to the Superintendent's office. The teacher must make application thirty (30) school days prior to the leave. Return from a child care or adoption leave shall be at the beginning of the school year following the expiration of the leave.
2. Written notice of intent to return for the following school year shall be given to the Superintendent of Schools by March 15. Failure to do so shall be deemed a resignation. Teachers granted a child care leave will have full return rights for the following school year, provided there is a position for which the teacher is certified and qualified to teach according to ARTICLE XII, Reduction in Personnel and Annexation and Consolidation of Districts, of the Master Agreement.
3. Teacher longevity and salary step will be frozen during the duration of the leave. Teacher seniority will accrue.

F. Extensions: Extensions of personal leave, adoption or child care leave may be granted subject to the following conditions.

1. Requests for extensions shall be in writing.
2. Requests for extensions must be approved by the Superintendent.
3. Salary increments shall not accrue.
4. Paid leave days shall not accrue, but unused paid leave time held at the start of the leave shall be reinstated.
5. Written notice of intent to either return or resign shall be given to the Superintendent of Schools by March 15. Failure to do so shall be deemed a resignation. Teachers granted such extensions will have return rights for the following school year, provided there is a vacancy for which they are highly qualified and certified to teach according to ARTICLE XII, Reduction in Personnel and Annexation and Consolidation of Districts, of the Master Agreement.
6. Return from an extension of a child care or adoption leave shall be at the beginning of the school year following expiration of the leave.
7. Failure to grant an extension is not subject to the grievance procedure.

G. A teacher on unpaid leave may elect to continue medical insurance on a twelve (12) month cash pay basis upon arrangement with the Board.

H. Family and Medical Leave Act (FMLA) Leave:

1. An employee who meets the qualifications of the Federal Family Leave Act may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 3430.01 will apply. This leave may be requested for the following reasons:

ARTICLE X

UNPAID LEAVES (Cont'd)

- a. The birth or care of a child.
- b. The adoption or foster care of a child.
- c. The care of a spouse, son, daughter or parent, if such individual has a serious health condition.

- d. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.). Note: This Section only applies as unpaid leave when the employee has exhausted his/her paid leave days.

Leave granted pursuant to any section of this ARTICLE shall count toward leave to which the teacher may be entitled under the FMLA.

ARTICLE XI TEACHER EVALUATION

- A. All certified staff in the CEA will be evaluated yearly based on relevant classroom/student data pursuant to PA 205. For tenured teachers, this will be in addition and not replace the 3 year cycle for evaluations based on formal classroom observations. Tenured teachers found to be ineffective according to the instructional data may be subject to further classroom observations and evaluations on the off years of the 3 year cycle.
- B. In addition to the yearly evaluation based on relevant classroom data pursuant to PA 205, non-tenured teachers shall be evaluated at least once each semester or two out of three trimesters and tenured teachers shall be evaluated at least once in every three (3) years. Such evaluation shall be done by the building principal or by other administrative personnel including formal classroom observations.
- C. Since the conduct and attitude of a teacher in and around the building will also have an influence on the final evaluation, teachers shall be evaluated on items not directly related to the classroom teaching through building observations by the building principal. The principal shall notify the teacher in writing of the delinquencies and indicate a reasonable period for correction. Failure to correct the delinquency will then become a part of the official evaluation form.
- D. Teachers shall be evaluated by the building administration with written evaluations signed by the building principal and the teacher. Observations and completion of the district evaluation document (formal evaluation) shall occur for non-tenured staff by January 15 and April 15, respectively. They shall occur for tenured staff by May 15. All classroom observations shall be followed within five (5) working days by written completion of the district's "Classroom Observation Summary." Extension of this timeline will only occur with mutual written agreement of teacher and administrator. A teacher may submit his/her own evaluation within two (2) weeks if he/she does not agree with the building administration's evaluation. Evaluations are to be placed in the teacher's personnel file.
- E. Non-tenured teachers will receive a minimum of two (2) formal observations held at least sixty (60) days apart (unless the time period is mutually waived). An Individualized Development Plan will be developed each year in consultation with the teacher. The final evaluation each year will include an assessment of the teacher's progress toward meeting the goals in his/her Individualized Development Plan.
- F. If a tenured teacher is placed on an Individualized Improvement Plan, the employee will have a maximum of the equivalent of one full school year to satisfactorily correct these deficiencies. Failure to correct these deficiencies within this time period may result in a recommendation for termination of the employee.
- G. If approved by the building principal/director, a teacher may agree to a goal-oriented evaluation process. Teachers under this plan will develop a set of goals to be pursued. The goals will be developed in conjunction with their evaluator and an evaluation of progress will be completed by the end of the year(s) of evaluation.
- H. Each teacher shall have the right, upon request, to review the written evaluations and disciplinary records contained in his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- I. Evaluation forms shall be used throughout the Clarkston Community Schools. Any changes in the forms will be developed by the Active Cooperation and Continued Opportunities for Resolving Differences (ACCORD) Committee. The evaluation forms will be kept on file in each building and at the administration building.

ARTICLE XI
TEACHER EVALUATION (Cont'd)

- J. The CEA and the Board of Education recognize that the first and last three (3) weeks of the school year and the day before and after holiday/recesses are not optimum times for classroom observations. Realizing this, observations leading to a formal evaluation will not be made during these time periods, except when unforeseen or unusual circumstances exist. If such circumstances exist, the Association shall be notified.

ARTICLE XII
REDUCTION IN PERSONNEL AND ANNEXATION
AND CONSOLIDATION OF DISTRICTS

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district unto which or with which this District shall be merged or combined.
- B. In the event this District shall be combined with one or more districts, the Board will use its best effort to assure continued employment of its professional staff in such consolidated district.
- C. In the event the Board decides to reduce the number of teachers through general layoff of employment or to reduce the number of teachers in a subject area field or program, teacher seniority date shall be defined as the date and time at which the employee accepts a position in writing; acceptance of position by email and/or facsimile shall be considered valid. The following layoff procedure will be followed:
 - 1. Secondary (Middle School grades 6-7; Jr. High grades 8-9; High School grades 10-12)
 - a. Reduction shall be on a subject area basis, using system-wide seniority which will be computed from the date of employment (i.e., those teachers with the highest seniority shall be the last to be laid off). A teacher whose program is cut or eliminated will be able to move, by seniority, into an available position for which he/she is certified and qualified. (See ARTICLE VII, Qualifications and Assignments)
 - b. The Board shall decide which area or areas to reduce or eliminate.
 - c. In the event of elimination of areas, all members of the area will be laid off. Every attempt will be made to reassign teachers to subject areas for which they are qualified as defined in ARTICLE VII, Qualifications and Assignments, Section C.
 - 2. Elementary (grades K-5)
 - a. Reduction of regular elementary teachers shall be on a system-wide seniority basis (i.e., seniority will be computed from the date of employment). Teachers in District funded reading support programs shall be considered as regular elementary teachers. If federal funds are eliminated, teachers in federally funded programs shall be placed in regular classrooms in which they are certified.
 - b. The Board shall decide which area or areas to reduce or eliminate.
 - c. In the event of elimination of areas, all members of the area will be laid off. Every attempt will be made to reassign teachers to the classroom or subject area for which they are qualified as defined in ARTICLE VII, Qualifications and Assignments, Section C.
 - 3. Examples of reasons the Board would reduce the number of teachers would be:
 - a. Financial conditions of the District.
 - b. Loss of student enrollment.
 - c. Return from leaves of high seniority teachers.
 - d. Reductions in state aid funding.
 - e. Anticipated loss of revenue created by the Tax Limitation Amendment of 1978 (Headlee Amendment).
 - 4. In the event there are teachers in secondary or elementary with equal seniority and reduction is still necessary, then the following listed in order of consideration shall be adhered to:
 - a. Time and date of hire.
 - b. Advanced educational training.

ARTICLE XII REDUCTION IN PERSONNEL AND ANNEXATION AND CONSOLIDATION OF DISTRICTS (Cont'd)

- c. In the event there are teachers in secondary or elementary with equal seniority and reduction is still necessary then all individuals so affected will participate in a drawing to determine layoff. The Association and members so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be present.
- D. If layoffs or recalls occur between school years, assignment of teachers will be in accordance with ARTICLE VII. If layoffs or recalls occur during the school year, transfers of teachers will be in accordance with ARTICLE VIII, Section C.
- E. Before notification to teachers or official action on a reduction of teachers is taken by the Board, it will give notice to the Association of the contemplated reduction and afford the Association the opportunity to discuss it with the employer. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.
- F. Order of recall of personnel will be inverse order of layoff, based on need as determined by the Board of Education or its representative. Before official action on the recall of teachers is taken by the Board, it will give notice to the Association of the contemplated recall and afford the Association the opportunity to discuss it with the employer. As soon as the names of the teachers to be recalled are known, a list of such names shall be given to the Association.
- G. Teachers being recalled will be notified by letter at the address recorded at the Central Administrative Office. If the teacher fails to respond within five (5) days from the date of mailing, the Association President will be notified. If after ten (10) days of notification to the Association President there is no response, the Board will deem it to be a resignation.
- H. Except in the event of an emergency, teachers to be laid off for the coming school year shall be given at least sixty (60) calendar days written notice.
- I. In conjunction with ARTICLE XXII, Section B, which provides that the individual contract executed between each teacher and the employer is subject to the terms and conditions of this Agreement, it is intended that this ARTICLE takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this ARTICLE.
- J. No new teacher shall be hired in an area of discipline until all laid off teachers who are qualified and certified in that area of discipline have been given an opportunity for recall.
- K. Those administrators who began employment as a teacher in the District and later accepted administrative positions who return to teacher positions shall have seniority equal to the total years of teaching service.
- L. The Association President or his/her designee will have access to all building master schedules three (3) weeks before the end of the school year, if available. Any association member who is pink slipped may appeal when he/she believes that a lower seniority teacher is being retained through gerrymandering of schedules. The appeal committee shall consist of the Central Office Administrator responsible for the division, the Superintendent, or his/her designee, the Association President, and the Vice President. The Board will give those master schedules as developed at that point. The first appeal shall be with the building principal, in writing, prior to coming to the appeal board.

**ARTICLE XII
REDUCTION IN PERSONNEL AND ANNEXATION AND CONSOLIDATION OF
DISTRICTS (Cont'd)**

- M. The recall rights of a laid off tenured teacher shall terminate three (3) years from the effective date of layoff. All rights to continued or future employment shall terminate if the laid off teacher is not recalled within the three (3) year period. Non-tenured teachers will only remain on the layoff list the length of time that is equal to their seniority in the district, but in no case longer than three (3) years from their effective date of layoff.
- N. See ARTICLE XIV, Professional Compensation, Section N (related to summer unemployment compensation adjustments).
- O. Reassignment of teaching staff affected by reduction in grade level or subject area shall be governed as follows:
 - 1. By June 1, vacancies will be identified by grade level, subject area and building.
 - 2. By June 1, those teachers displaced because of reductions in grade level or subject area will be identified. The teacher within the affected building (elementary) or subject area (secondary) with the lowest District seniority will be reassigned.
 - 3. The Association and Board of Education will review the list of vacancies and names of displaced teachers prior to posting.
 - 4. The Board of Education will prepare a list of known vacancies for the school year which shall be posted in accordance with ARTICLE VIII, A.4. A copy shall be forwarded to the Association.
 - 5. Displaced teachers and teachers returning from medical leaves will be allowed to select their assignment first from the list of known vacancies. Teachers requesting a transfer shall be selected second after the above have been placed. Teachers shall select assignment on the basis of district seniority. The date and time of the selection process shall be mutually determined by the Board and the CEA
 - 6. When the selection process is completed, an immediate review will be conducted by representatives of the Association and the Board.
 - 7. Final approval shall be based upon mutually agreed Board rights, as found in ARTICLE III.
 - 8. Vacancies or changes in assignment after the date of the selection process will be determined in accordance with ARTICLE VIII of the Master Agreement.
 - 9. Displaced teachers may apply for vacancies which occur after the selection date.

ARTICLE XIII CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. During the term of this Agreement, the Association shall not authorize, cause, engage in or sanction any strike, picketing, or refusal to perform the duties of employment by any teacher or teachers and no teacher shall cause or participate in strike, picketing or refusal to perform the duties of his/her employment.
- D. In the event of any violation of this ARTICLE, the Association shall forthwith declare in writing, delivered to the Board or Superintendent that such action is not authorized by the Association and the Association will exert every reasonable effort to cause the employee to promptly cease such action.
- E. School Closings:
 - 1. In the event school is closed for students due to inclement weather or other emergency causes, and such days must be made up to comply with State Law, the Board and Association shall meet on or before May 1 to reschedule the necessary number of make up days which shall be added to the School Calendar (ARTICLE XXV). Teachers shall not receive additional compensation for the rescheduled days of instruction.
 - 2. When teachers are required to report to work and there are not enough students in attendance for the day to be counted as an instructional day, teachers will be paid for that day and for the make-up day worked by those teachers if one has to be scheduled to meet minimum State requirements.
 - 3. If, due to statutory change or modification, the school district can count days school is closed for students due to inclement weather, or other emergency causes as days of pupil instruction for state aid purposes, and/or if the school district is not required to make up days of student instruction without a loss of state aid, teachers shall not be required to make up days school is closed for students as a result of inclement weather or other emergency causes and shall not lose pay or paid leave.
 - 4. In the event the school district determines, based on its sole discretion, not to have students report to a specific building or to dismiss students early due to inclement weather or other emergency causes, such days shall be made up, if necessary, to meet State of Michigan school guidelines. Those teachers assigned to the specific building(s) involved will be required to report and/or remain on duty. If conditions exist which make it impossible for staff to work within the building, teachers shall report to their supervisor and may be directed to another location for school improvement, staff development, team meetings, grade level meetings, department meetings, etc. If all schools are closed due to inclement weather or other emergency causes, teachers shall not be required to report for duty per section E.1., above. Teachers shall not be expected to substitute that day.
- F. Teachers failing to report for work in support of a strike shall receive no pay.

ARTICLE XIV PROFESSIONAL COMPENSATION

- A. The salaries of teachers 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. For the 2011-12 school year, there will be no step advancement. Seniority and years of service will accrue.
- B. All teachers newly employed shall be given credit on the salary schedule as set forth in Schedule A, at the discretion of the Superintendent, for outside teaching experience in any school district in the State of Michigan and other teaching experience for which credit is allowed.
- C. To advance to the next step on the salary schedule, the teacher must serve the equivalent of one full school year as set forth in ARTICLE XXV.
 - 1. Teachers starting the year with full knowledge that a leave will be necessary before the closing day of the academic school year will be given full credit toward advancement of a full step on the salary schedule, provided they serve one hundred (100) or more duty days before the closing day of the academic school year.
 - 2. Teachers forced to take a leave under emergency situations will be given full credit toward the advancement of a full step on the salary schedule provided one hundred (100) or more duty days have been served before the closing day of the academic school year and full credit toward the advancement of a half step on the salary schedule provided fifty (50) or more duty days have been served before the closing day of the academic school year.
 - 3. Any teacher who has taught on a one-half (1/2) day schedule or more shall be given a full year's credit for that year of teaching experience. If a classroom teacher teaches less than one-half (1/2) time, his/her place on the salary schedule will be determined in the following manner: two (2) years of less than one-half (1/2) time teaching experience to earn one (1) step on the salary schedule.
- D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a mileage allowance not less than the Internal Revenue Service (IRS) standard amount.
- E. A teacher's daily rate shall be computed by dividing actual number of duty days into his/her contractual salary.
- F. For teaching assignments in their major areas of teaching in excess of the regular school calendar, teachers will be compensated at their individual hourly rate. (Daily rate divided by the total duty hours of a teaching day.) Exceptions: summer school, adult education and driver education, which will be compensated according to Schedule A-3.
- G. Teachers involved in extra duty assignments set forth in Schedules A-1, A-2 and A-3, which are attached to and incorporated in this Agreement, shall be compensated in accordance and without deviation. All extra duty assignments must be approved by the Superintendent's office annually.

ARTICLE XIV PROFESSIONAL COMPENSATION (Cont'd)

- H. Any teacher who has served sixteen (16) or more years teaching in Clarkston Community Schools will receive a non-elective employer-paid no-cash option payment in the amount of \$800 per year to be deposited in their district approved 403(b) account, \$400 on the first pay of December and \$400 on the first pay of June each year.
- I. Any teacher on step 16 of the salary schedule and with twenty-two (22) or more years of teaching experience with the district may enter into an individual contract for *service* with the district and work up to ten (10) additional days per year for no more than three (3) years. *Such service* shall be in addition to the teacher's customary duties for the district and shall take place outside of the teacher's regular work schedule. The Superintendent and teacher shall mutually agree upon a work schedule that does not exceed the foregoing number of work hours. The teacher shall be directed by the Superintendent or his/her designee. Interested teachers shall apply in writing to the Superintendent or designee by October 1 of the school year in which they desire to start the three year program. The Board reserves the right to assign and schedule duties in accordance with the District's needs. The teacher will be paid the rate that is consistent with the job such as workshop, per diem, agreed upon hourly rate or stipend. No teacher shall be granted the provisions of this ARTICLE more than once except at the total discretion of the Superintendent. All non-elected no-cash option employer contributions will be deposited into their district approved 403(b) account.
- J. During the last three (3) years prior to retirement, a teacher who has accumulated more than ninety (90) sick leave days in their personal sick bank, will have the option to convert those days into vacation days at the rate of thirteen (13) sick days converted to one (1) vacation day, to a maximum of ten (10) days per year. These vacation days may be taken only on non school days, and will be paid at per diem rate. All earnings will be deposited into their district approved 403(b) account.
- K. Services of an extra-curricular or co-curricular nature shall be on an individually contracted basis between the teacher performing the service and the Board. No such contract shall exceed a duration of one (1) year. Wages to be paid for teachers' services shall be set forth in Schedules A-1, A-2 and A-3. No teacher shall have tenure of position for extra-curricular duties including: summer school, adult education and driver education. Such services shall be annually reviewed and evaluated in writing. The Board will determine the qualifications for such positions. Copies of such qualifications shall be made available upon request. CEA members who meet these qualifications will be given preference.
- L. Credit on the salary schedule shall be granted at the beginning of the semester following the recording of the advanced degree or verification from the college.
- M. Severance Pay:
1. Any fully vested teacher who notifies the district of MPERS retirement by April 1 will receive a five-hundred (\$500) early notification bonus. A fully vested teacher is defined by MPERS as:
 - MIP – Any age with at least 30 years of service credit. (If you use universal buy-in credit to fulfill the 30-year requirement, your pension may begin no earlier than age 46.)
 - BASIC – At age 55 with at least 30 years of service credit.
 2. Upon resignation, a teacher shall be compensated for one-half (1/2) of all accumulated unused paid leave days at the rate of twenty-five (\$25) dollars per day.

ARTICLE XIV
PROFESSIONAL COMPENSATION (Cont'd)

3. Upon retirement, in accordance with the Michigan Public School Employees Retirement System (MPERS), a teacher shall be compensated for all accumulated unused paid leave days at the rate of thirty (\$30) dollars per day. These *non-elected no-cash option employer* contributions will be deposited into their district approved 403(b) account.
 4. In the event of an employee's death while still employed with the District, the designated beneficiary on the life insurance program will receive the sick bank benefits as per number 3.
- N. Employees will have the following pay options:
1. 26 pays - Every two (2) weeks, year-round.
 2. 22 pays - Every two (2) weeks, for 22 pays.
- O. Compensation Adjustments - A teacher who is laid off under provisions of ARTICLE XII and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff or notice of layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to an annual salary rate such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off or notified of layoff, subject to the following conditions:
1. The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had he or she been employed the entire school year.
 2. The salary earned through employment in the District shall not be less than his/her salary from same for a similar period during the preceding school year.

ARTICLE XV

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. It is recognized that discipline problems are less likely to occur in well taught classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.
- C. A teacher may exclude a pupil from a class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the pupil in the classroom intolerable. All exclusions must be within the law. The teacher must notify the administration of said action. When the pupil is taken to the office, a conference between the teacher and the principal or designated representative shall take place. At this time, the teacher will furnish the principal or designated representative with the reasons for exclusion.
- D. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. All available corrective measures will be exhausted before suspension is considered.
- E. The teacher shall promptly report any case of assault to the district administrator or designated representative, and may have union representation present. The administrator shall advise the teacher of his/her rights and obligations with respect to such assault and shall render assistance to the teacher in connection with handling of the incident.
- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board shall render all justifiable assistance to the teacher in his/her defense.
- G. Time lost by a teacher because the teacher was required to meet with police, legal or judicial authorities or to attend judicial proceedings shall not be charged against the teacher if the teacher is exonerated of the charge.
- H. The teacher shall be notified of complaints made against him/her by parents. No action shall be taken nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing by the building principal to the teacher concerned. Support and assistance of the administrative staff will be given in the disposition of the complaint.
- I. The current system-wide Clarkston Student Code of Conduct will be distributed to each bargaining unit member annually.

ARTICLE XVI FRINGE BENEFITS

- A. The Board agrees to provide health and medical benefits for full time teachers. All full time teachers will receive:
1. NGS PPO Health Plan- Benefits will be pursuant to the Summary Plan (Addendum I.A.). The PPO insurance plan year is July 1 – August 31 of the first year. The employee is responsible for the PPO Health Plan annual deductible amount of \$200 per single person/\$400 maximum per family for medical costs. Prescription Drug co-pay of \$10.00 for generic drugs/ \$20.00 for brand name drugs. Office co pays of \$5.00. Participants will have 30 days from the start of the NGS Health Plan to grandfather any doctors to the network. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
- B. Part-time teachers will have the option of:
1. Having the monthly cost prorated according to the percentage of time employed (part paid by the Board and part paid by the employee); or
 2. If eligible for full-family or two-person coverage, applying the prorated monthly rate toward the purchase of a single subscriber medical coverage. Other non-medical health benefits could be purchased using a prorated cost as in B.1 above.
 3. During this time, employees may still make individual coverage changes during the annual open enrollment periods, or at change of life events (marriage, birth, divorce, death). Employees will have up to 30 days to add a new child or spouse to their insurance plan. In ACCORD every attempt shall be made to find a long term solution that addresses the goals of both the district and the association as it relates to the area of fringe benefits.

The coverage is all subject to the terms and conditions as noted on Addendum I. or in the Plan Summary booklets that will be provided to each employee.

- a. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

- C. FULL TIME EMPLOYEES SELECTING HEALTH INSURANCE BENEFITS will also receive the following:
1. Group Term Life Insurance (Death Benefits) \$50,000 life insurance/accidental death dismemberment (AD&D) that will be paid to the teacher's designated beneficiary. Group term life insurance only covers employees. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
 2. Group Long Term Disability Protection - 60% percent of salary; waiting period ninety (90) calendar days straight time to a maximum of \$4,000 monthly benefit. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

ARTICLE XVI FRINGE BENEFITS (Cont'd)

3. Dental (100-90-90) - Benefits will be pursuant to the Summary Dental Plan. This coverage is for all members of the bargaining unit who do not have any other form of dental coverage. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of \$900). Routine diagnostic and major restorative and major restorative annual maximum - \$1,500.

Dental (50-50-50) - Benefits will be pursuant to the Summary Dental Plan. This coverage is for all members of the bargaining unit who have another dental insurance source which coordinates those benefits with Clarkston Community Schools. (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Routine diagnostic and major restorative annual maximum - \$1,500. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

4. Vision Expense Benefit (Plan A) - Benefits will be pursuant to the Summary Vision Plan Description (for all employees who select medical benefits). It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

D. FULL TIME EMPLOYEES NOT SELECTING HEALTH INSURANCE BENEFITS:

1. Group Term Death Benefits - \$50,000 life insurance/accidental death dismemberment (AD&D) that will be paid to the teacher's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
2. Group Long Term Disability Protection - 60% of salary; waiting period ninety (90) calendar days straight time to a maximum of \$4,000 monthly benefit. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.
3. Dental (100-90-90) - Benefits will be pursuant to the Summary Dental Plan, This coverage is for all members of the bargaining unit who do not have any form of dental coverage. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of \$900). Routine diagnostic and major restorative annual maximum - \$1,500.

Dental (50-50-50) - Benefits will be pursuant to the Summary Dental Plan. This coverage is for all members of the bargaining unit who have another dental source which coordinates those benefits with Clarkston Community Schools. (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of \$500). Routine diagnostic and major restorative annual maximum - \$1,500. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

4. Vision Expense Benefit (Plan A) - Benefits will be pursuant to the Summary Vision Plan Description (for all employees who do not select medical benefits). It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

**ARTICLE XVI
FRINGE BENEFITS (Cont'd)**

- 5. Cash-In-Lieu – Amount will be paid to those employees who do not select health insurance and will be based on the number of teacher participants according to the schedule below. One half will be paid on the first pay of December and one half on the first pay of June each year.

No. of Teachers	Annual amount of Cash-in-Lieu
1-85	\$1,000
86-94	\$1,500
95+	\$2,000

- F. Section 125 Cafeteria Plan – A voluntary plan which allows teachers to create a fund with pre-tax dollars through payroll deduction for approved, planned medical expenses not covered under our insurance plans. Examples of expenses may be eye glasses, orthodontics, insurance deductibles, and child care expenses. The Section 125 Cafeteria Plan is managed by a qualified third-party administrator.
- G. The Board shall make payments for each teacher to provide the above coverages (except Section 125) for the full twelve (12) month period beginning September 1 and ending August 31. Coverage for new employees shall begin September 1 or the first of the month following their hire date. Should the teacher fail to complete a school term due to an illness or disability, benefits under this ARTICLE will be carried until such time as he/she becomes eligible for long term disability payments, with a maximum of ninety (90) calendar days.
- H. Upon termination of a teacher’s contract with the Board, the teacher’s life, AD&D, L.T.D., medical, dental, vision, etc., coverage as described above will cease to be paid by the Board as of the end of the month of termination.
- I. To be eligible for medical, term life, long term disability, dental and vision coverage, the teacher must be actively at work or on an approved paid leave (exceptions as per the Clarkston Community School District).
- J. When a teacher notifies the district of an impending retirement or resignation which will be effective at the end of a school year, all insurance benefits will be paid through August 31 of that year. If a teacher terminates services with the district, or the district terminates services with the employee other than the end of the school year, insurance benefits will terminate at the end of the month of termination.
- K. The parties agree that the Board has no obligation to provide health plan coverages to either the spouse or dependents of a teacher who is covered by any such benefit plan elsewhere. For example, by virtue of the employment of the spouse.
- L. The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance portion of the coverage.

ARTICLE XVII PAYROLL DEDUCTIONS

- A. The Board shall make payroll deductions upon written authorization from teachers.
 - 1. Authorization for insurance shall be delivered to the Board office five (5) days prior to the second pay in September. Changes in the above deduction shall be made only upon request of a thirty (30) day written notice.
 - 2. Authorization for the following list shall be delivered to the Board office ten (10) days prior to the deduction.
 - a. Credit Union
 - b. Tax-Sheltered Annuities
 - c. United Foundation
 - d. Clarkston Foundation
 - e. The following Michigan Education Association Financial Services (MEAFS) sponsored programs:
 - (1) Tax-Deferred Annuity (Prudential)
 - (2) Long-Term Care Insurance
 - f. Section 125 Cafeteria Plan
 - 3. Upon authorization, the Board shall deduct one-tenth (1/10) of the Association dues each month for ten (10) months, beginning in September and ending in June. Such dues collected shall be remitted to the person authorized by the President of the CEA

ARTICLE XVIII CURRICULUM COMMITTEES

A. District Teaching and Learning Councils:

1. The purpose, function and timelines of the District Teaching and Learning Council (TLC) will be formally shared.
2. Role:
 - a. Facilitate the curricular and the instructional vision of Clarkston Community Schools.
 - b. Establish, review, and recommend appropriate curriculum and instructional practices.
 - c. Use a systematic and strategic approach to implement staff development, student assessment and program evaluation.
3. Purpose:
 - a. Coordinate the overall curricular program for all levels.
 - b. Work for continuous improvement and continuity of program.
 - c. Ensure timely K-12 communication through TLC membership and the appropriate Central Office administrators.
4. Responsibilities:

The members of the TLC will:

 - a. Have a decision making process that is established at the beginning of each school year.
 - b. Seek input from faculty regarding participation in current studies and/or suggestions for future studies.
 - c. Recommend areas of study for special task forces appointed by the appropriate Central Office administrator for curriculum.
 - d. Establish meeting dates for the school year.
 - e. Review, endorse and/or reject proposed changes in the curriculum from Subject Area Coordinators and/or assigned committees following the appropriate process.
 - f. Make recommendations for resolving curriculum-related issues.
 - g. Inform faculty regarding the continuous progress of curriculum development through the following each Teaching and Learning Councils meeting. Post abbreviated minutes of meeting(s) on CEA bulletin board, disseminate abbreviated minutes electronically and report orally to appropriate teams (i.e., faculty, department, grade level team).
 - h. Provide support and assistance for faculty members conducting studies related to curriculum.
 - i. Make recommendations to the appropriate Central Office Administrator for curriculum changes.
 - j. Prepare and provide forms to faculty members for input to the curriculum development process and for reporting progress updates.
5. Membership:

Every attempt will be made to ensure that subject area and grade level representation will be balanced between buildings, grade levels and subjects. Administrative representation will be balanced between buildings and grade levels. Parent representation will be balanced between grade levels and school regions. Following is a *sample* TLC membership:

**ARTICLE XVIII
CURRICULUM COMMITTEES (Cont'd)**

Grade Level Classroom Sample Representation

Grade	General	Math	Science	Soc. Studies	Lang. Arts
Pre-K	ECC				
K	BLE				
1					IE
2				PKE	
3		NSE			
4		AE	CE		
5					SPE
6					SMS
7		SMS			
8		CJHS			
9			CJHS		
10			CHS		
11		CHS		CHS	
12	RHS				

K-12 Teaching and Learning Council (Special Interests and Populations)

K-5 Media Specialist	SPE
6-12 Media Specialist	CHS
K-12 Counselor	CHS
Special Education	K-5
Special Education	6-12
Visual Arts	SMS
Performing Arts	CHS
Careers and Technology	CJHS
K-5 Administration	PKE
6-7 Administration	SMS
8-9 Administration	CJHS
10-12 Administration	CHS
Central Office	Deputy Superintendent
Elementary Parent	NSE
Middle Grades Parent	CJHS
High School Parent	CHS

- a. Any teacher who desires to become a member of their respective TLC shall submit a letter of application to the appropriate Central Office Administrator no later than May 1st for the following school year. Selection of the new TLC members will be completed no later than May 1 each year. Selection of new TLC members will be at the discretion of the appropriate Central Office administrator.
- b. Membership is for no more than three (3) years without re-application excluding the Subject Area Coordinators (SAC). One-third (1/3) of the members of each TLC may change annually. Existing members whose term expires may re-apply.
- c. The appropriate Central Office administrator shall facilitate each TLC.

ARTICLE XVIII CURRICULUM COMMITTEES (Cont'd)

B. Subject Area Coordinators/Committees:

1. Purpose:

a. Each Subject Area Coordinator (SAC) will:

- develop and monitor the curriculum in his/her subject area; seek input from faculty members, through subject area committees, regarding current or future studies related to development or revisions of curriculum or textbook selections;
- make recommendations for adjusting the curriculum; and suggest appropriate staff development activities. The Subject Area Coordinators shall be defined as in the table below. An additional Coordinator may be utilized on a special projects basis or as needed.

Core Areas Grades	Elem. K-5	Seco 6-12	Non-Core Areas	Grades
Mathematics	1	1	Life Mgt./Career/Technology (1)	6-12
Social Studies	1	1	Performing Arts (1)	K-12
Lang. Arts	2 Reading Writing	1 Lang. Arts	World Language (1)	6-12
Science	1	1	Visual Arts (1)	K-12
			Physical Education/Health (1)	K-12

2. Representation:

- a. Subject area committees shall be established under the direction of the appropriate Central Office administrator in such a manner that the committee(s) will have input from across the district, with appropriate representation relative to the topic and charge of the committee(s). Teachers requesting voice shall be represented.
- b. Members of subject area committees will provide the Subject Area Coordinator with proactive/reactive information from their building.
- c. There shall be one (1) Subject Area Coordinator on each ad-hoc curriculum study committee to serve as facilitator. This SAC will also serve as the liaison between the subject area curriculum study committee and the Teaching and Learning Council.

3. Responsibilities

- a. The Subject Area Coordinators will :
 - work on curriculum alignment and program evaluation
 - report faculty members' input and findings to TLC
 - coordinate professional development
 - review subject area proposals received from professional staff
 - organize and facilitate the instructional materials selection process
 - work in conjunction with the appropriate Central Office administrator to strategically implement programs, staff development, and student assessment.
- b. Subject Area Coordinators/committees decision recommendations shall be subject to review by the the appropriate level TLC.

ARTICLE XVIII

CURRICULUM COMMITTEES (Cont'd)

- c. Vacancies for Subject Area Coordinator(s) shall be announced and posted. The posting will be a minimum of two weeks. Applicants will apply to the appropriate level Central Office administrator. Selection shall be at the discretion of the appropriate Central Office administrator.
- d. A list of Subject Area Coordinators will be submitted for approval by the CEA Board of Directors no later than June.
- e. Each Core Subject Area Coordinator will receive one annual stipend of three thousand one hundred dollars (\$3,100) for each year of the contract. Each Non-Core Subject Area Coordinator will receive one annual stipend of two thousand eight hundred dollars (\$2,800) for each year of the contract. K-5 Subject Area Coordinators, as defined in B.1.a. shall receive sixty (60) minutes of release time per day. 6-12 Subject Area Coordinators as defined in B.1.a. shall receive a class period of release time per day. Subject Area Coordinators may apply for additional release time beyond the minimum of the equivalent of sixty (60) minutes per day by submitting a request to the appropriate Central Office administrator. The Administration will attempt to schedule the secondary Subject Area Coordinator release period adjacent to their scheduled conference period. The Subject Area Coordinator will receive a travel/conference allowance.
- f. Faculty members who have questions regarding the process of curriculum development and/or a specific question related to a content issue, should direct questions to the appropriate Subject Area Coordinator.

ARTICLE XIX PROFESSIONAL GRIEVANCE PROCEDURE

A. Definition of Terms:

1. Grievance - An individual or Association claim stipulating a violation, misinterpretation or misapplication of any provision of the Master Contractual Agreement.
2. Grievant - Term used to specify one (1) person, a group of persons, or Association, whichever the case may be.
3. Association - Term used to specify the Clarkston Education Association.

B. Procedure in Registering a Grievance:

1. It is the grievant's responsibility to bring the grievance to the awareness of his/her immediate supervisor within ten (10) school days of the alleged violation. Consideration will be given to extend this timeline in an effort to fit within the ACCORD process and meeting schedule. The grievant, if he/she so desires, may be accompanied at any time during the proceedings by an Association representative.
2. If no solution to the grievance is found in Step 1, the grievant must, within five (5) school days, resubmit the grievance in writing to his/her immediate supervisor utilizing the Professional Grievance Report Form (Form on file in buildings). Within five (5) school days of receipt of the written grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting. If the grievance is not filed within the designated time limit, the grievance shall be considered waived. All grievances submitted must indicate the ARTICLE and Section of the Master Contractual Agreement being violated, the nature of the grievance and the remedy requested.
3. If the grievant is not satisfied with the immediate supervisor's disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to the Superintendent within five (5) school days. The Superintendent or his/her designee within five (5) school days shall meet with the grievant and immediate supervisor and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.
4.
 - a. If the grievance is not settled in Step 3, the Association may, within ten (10) school days after receipt of the written decision request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the Board at the Board of Education Office.
 - b. 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 every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) school day period herein provided, either the Board 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, and the hearing shall be conducted under the rules of said Association.
 - c. The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator

ARTICLE XIX

PROFESSIONAL GRIEVANCE PROCEDURE (Cont'd)

and agree that judgment thereon may be entered in any court of competent jurisdiction, if within the scope of his/her authority as set forth herein.

- d. The arbitrator shall have no authority except to pass on alleged violations of any express provision of this Agreement and to determine disputes involving the application of interpretation of any express provision of this Agreement.
 - e. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary teachers shall not be subject to arbitration. The Board agrees, upon request of the teacher involved, to afford a hearing either public or private to such probationary teacher at which the teacher shall be permitted to present evidence that the Board's action was without cause, was not based upon actual evaluation or was otherwise improper. The teacher at such hearing may be accompanied by a member of the CEA or MEA field representative. The Board shall render a written decision within ten (10) school days of the conclusion of the hearing. Any matter involving the content of teacher evaluations, except a question of whether the procedural requirements of ARTICLE XI of this Agreement have been followed, shall not be subject to arbitration.

Further, the termination of services or failure to reemploy any teacher to a position on the extracurricular schedule shall not be subject to arbitration, except that if such services are terminated prior to the end of the school year and before the duties of such position have been completed, the Board agrees to pay to such teacher the unpaid balance of his/her contract for such position.
 - f. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
 - g. A complaint or dispute involving the discharge or demotion of a teacher on a continuing tenure shall not be subject to the grievance and arbitration procedure, but shall be presented, heard and resolved pursuant to the provisions of Act 4, Public Acts of Michigan, 1937 (Ex. Sess.), as amended (Tenure of Teachers Act).
 - h. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of this grievance procedure shall be prohibited to both parties unless by mutual consent.
- 5. Nothing contained herein shall be construed to prevent any grievant from presenting a grievance and attempting to arrive at a solution without intervention of the Association, if the solution is not inconsistent with the terms of the Master Contractual Agreement.
 - 6. Grievance procedures as discussed in this ARTICLE of the Master Contractual Agreement will be adhered to during hours that do not conflict with normal teacher duties, unless time adjustments are mutually agreed upon by both parties.
 - 7. If a grievance is filed on or after May 15, the procedure of this ARTICLE can be altered by mutual written agreement to culminate the grievance prior to the end of June.
 - 8. Notwithstanding the expiration of this Agreement, any grievance arising during the term of the Agreement may be processed through the grievance procedure, so long as the time limits set forth above are complied with.

ARTICLE XIX PROFESSIONAL GRIEVANCE PROCEDURE (Cont'd)

9. The CEA and Clarkston Community Schools hereby agree to construe the arbitration clause (ARTICLE XIX) to enable the parties to utilize expedited arbitration under A.A.A. auspices by mutual agreement.

ARTICLE XX SUCCESSOR AGREEMENT

The ACCORD process is a continuous bargaining process in which problems can be resolved through discussion at monthly meetings. In the year in which the Master Agreement comes up for negotiation, the ACCORD team will attempt to reach agreement on outstanding issues by March 31. Should this timeline be unsuccessful, either team may choose to:

- a. End the collaborative process until a settlement is reached.
- b. Renegotiate the process.
- c. Agree to continue the same process.

ARTICLE XXI AGENCY SHOP

Association Rights:

- A. To collect service fee contributions from all teachers who are members of the bargaining unit within thirty (30) days of the beginning of school or within thirty (30) days of employment in case of teachers hired after the beginning of school.
- B. The service fee will be a legally permissible amount determined in a legally permissible manner and shall not exceed Association dues.
- C. Notification from the Association President of failure to pay the service fee will result in employment termination at the close of the school year.
- D. The procedure for dismissal shall be in accordance with applicable laws.
- E. If a teacher contests the dismissal under this ARTICLE through a law suit or any administrative agency proceeding, the termination notice will be automatically withdrawn until there is a final adjudication.
- F. If a final decision is not reached before August 15, the teacher will resume teaching. Termination will not be effective until the close of the school year following an unfavorable decision against the teacher. The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reason of action taken by the Board in compliance with any Sections of this ARTICLE during the processing to final determination, including appellate determination, subject however, to the following conditions:
 1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
 2. The Association has the right to choose the legal counsel to defend any said suit or action.

ARTICLE XXI
AGENCY SHOP (Cont'd)

3. The Association shall have the right to compromise or settle any claim made against the Board under this Section.
 4. This ARTICLE shall be effective retroactively to the date of this Agreement and all sums payable hereunder shall be determined from said date.
- G. The implementation of the language to follow will only occur if P.A. 117(1994) or similar legislation becomes effective:

The Employer shall not be required to make any deductions from the compensation of union members or service fee payers to a separate segregated fund (used for candidate committees, ballot question committees, political party committees, political committees and/or independent committees) without the affirmative written consent of the bargaining unit members, provided to the Employer at least once in every calendar year by the employee. The Employer shall not be required to make such deductions on a passive or automatic basis under any procedure where such funds are deducted and are recoverable by the employee through a refund procedure.

ARTICLE XXII MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any contract between the Board and a teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If any contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, policies or practice of this Board which shall be contrary to or inconsistent with its terms.
- D. If any provisions of this Agreement or any application of the Agreement to any member of the recognized unit shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Problems arising, not covered by this contract, may be studied by joint committees of the Association and Administration. Recommendations deriving from these studies shall be made to the Superintendent for consideration. However, these recommendations will not become part of the present contract and the decisions of the Superintendent shall be final.
- F. The breach by a member of the teacher staff of any ARTICLE of this contract shall be considered unprofessional behavior and may be referred to the CEA (within five (5) school days of occurrence) for investigation. They shall use their best efforts to correct any breach of professional behavior of a member and report their findings to the Superintendent's office within ten (10) school days following receipt of referral.
- G. Electronic copies of this Agreement shall be made available and printed copies will be available at each building with the expense shared equally between the Board and the Association. Copies will be presented to the Association for distribution prior to the ratification of this Agreement.
- H. District policies and guidelines concerning staff dress and grooming (Policy 3216) will be reviewed with all teachers annually.
- I. School of Choice and Open Enrollment: (Employees must work a minimum of 20 hours per week or be considered one-half (1/2) time in order to be eligible).
 - 1. The District agrees that employees who live in the district may choose a school of choice for their K-5 child to attend any elementary school. The employee must complete all required forms *annually* by March 15 in order for their child to be included in the building enrollment for the next year.
 - 2. If the eligible employee lives outside of the district, the employee must complete all required forms *annually* by May 1. The employee will be notified no later than two (2) weeks prior to school starting if there is an available opening. If approved, the employee must complete all required forms *annually* by May 1 in order for their child to be included in the building enrollment for the next year.
- J. The District agrees to share the total cost of the CEA President release time with the CEA, and pay one hour of release time with the CEA paying one hour of release time.

ARTICLE XXIII PROFESSIONAL DEVELOPMENT

- A. Staff development in Clarkston Community Schools is defined as the totality of educational and personal experiences that contribute toward an individual's being more competent and satisfied in an assigned professional role. Congruency with the organization's missions and needs and the employee's role in the organization is essential. It may be an exposure to new and innovative techniques, retraining for a new teaching assignment or providing clearer vision of the function and operation of the organization. It is the school district's responsibility to provide the staff development opportunities and the professional obligation of each staff member to avail him/herself of these experiences for self-growth.
- B. All professional staff members are strongly encourage to participate in approved Professional Development or Continuing Education activities each school year. This participation may include classroom, workshop, seminar, conference or clinic activities in an organized learning setting.
- C. Staff members who participate in professional development activities (conferences, workshops, C.E.U. credits or academic credit courses) except those referenced in ARTICLE VII, C.3.d. and ARTICLE XXIII g., which are requested or required by the Board shall receive an hourly stipend for each approved contact hour beyond the contractual workday based upon Schedule A-3, Teacher Workshop Rate. The Board shall approve the total cost in advance and the cost may include registration fees, required material fees, meals (not to exceed thirty (\$30) dollars per day reimbursement), mileage, room, commercial transportation costs and other incidental costs such as parking, etc. If the Board requires the employee to attend one of the above professional development activities, it shall only be during a scheduled workday between the hours of 8 a.m. and 4:30 p.m. and the employee shall not receive any additional compensation.
- D. The Board agrees to set aside thirty thousand (\$30,000) dollars annually for tuition reimbursement not to include course fees, books or matriculation fees. Teacher-initiated requests to participate in professional development activities that are for academic credit will be approved by the Board under the following conditions:
1. \$15,000 for requests approved during the time period of July 1 through December 31 and \$15,000 for requests approved during the time period of January 1 through June 30.
 2. Unspent portions of the \$15,000 from the July 1 through December 31 time period will rollover into the January 1 through June 30 time period.
 3. The maximum reimbursement will be one-half (1/2) of the tuition cost.
 4. The specific reimbursement amount will be determined at the end of each reimbursement period, based on the total number of teachers applying for reimbursement.
- E. If there are more requests than money available, based on one-half (1/2) reimbursement, the actual reimbursement will be prorated, based on the amount that the requests exceed \$15,000. Example: The total requests for tuition reimbursement (based on one-half (1/2) reimbursement) from July 1 through December 30 add up to \$18,000. The actual percentage paid to each employee would be $\$15,000 \div \$18,000 = .83$ x the amount they would have been reimbursed. If the teacher was expecting a full \$300 reimbursement, they would instead receive $\$300 \times .83 = \249 .
- F. Teacher initiated requests to participate in professional development activities that are for academic credit will be approved by the Board under the following conditions:
1. To be eligible for tuition reimbursement, a teacher must have completed the required eighteen (18) semester hours for permanent or continuing certification.

ARTICLE XXIII

PROFESSIONAL DEVELOPMENT (Cont'd)

2. Teachers on special certificates are not eligible.
 3. Application for reimbursement for course work as stipulated must be made on forms supplied by the Board to the Superintendent/Designee.
 4. The course work must be from an accredited university in the area of the employee's assignment or approved area in the field of education.
 5. Teachers must have approval from the Superintendent/Designee prior to taking a course for reimbursement.
 6. The teacher, to qualify for tuition reimbursement, must have successfully completed the course with a grade of "C" or better. Reimbursement will be made after proof of successful completion of coursework (grade notification report) and a copy of the tuition invoice is submitted and approved by the Superintendent/Designee.
- G. During the first three (3) years of his/her employment in classroom teaching it will be the responsibility of each teacher to provide written evidence of at least fifteen (15) days of intensive professional development induction into teaching. This professional development must be consistent with Section 38.83a of the Michigan Compiled Laws and must include professional development related to classroom management and instructional delivery.
- H. During their first year of employment with Clarkston Community Schools, each teacher will participate in five (5) days of professional development and orientation to teaching in the Clarkston Community Schools. These days will be determined by the District Administration and will become part of the employees contractual year.

ARTICLE XXIV

LEAST RESTRICTIVE ENVIRONMENT - MEDICALLY FRAGILE

- A. The Association and the Board of Education recognize the needs and rights of all handicapped students as described in federal and state laws. Both parties are committed to meeting the unique educational needs of all handicapped students through the development of equitable services for all Clarkston students.
- B. The parties recognize the shared desire to provide all handicapped students the opportunity to be educated in their own school building with same age peers consistent with the provisions of state and federal laws. Both parties recognize that a full continuum of special education programs and services should be available to serve the unique needs of these students. Even the most severely impaired students should be given consideration for being included in a home school education and both parties agree that procedures will be followed that ensure good planning and preparation to provide each individual student with a successful program.
- C. It is recognized that students with certain impairments, e.g., (Severely Multiply Impaired - SXI, Severely Mentally Impaired - SMI, Visually Impaired - VI, Hearing Impaired - HI, Physically or Otherwise Health Impaired - POHI, Autistically Impaired - AI, Trainable Mentally Impaired - TMI, etc.) may enter Clarkston Schools in a variety of ways: transfer from another school system, return from a "center" program or begin their education in Clarkston as a young child. It is agreed that specific procedures, consistent with state and federal laws will be followed to initiate services:
 - 1. The District commits to the development of a formal transition plan in each individual placement. The receiving classroom teacher(s) and appropriate support staff shall be present at the transition meeting to provide input representing their academic and social concerns. The staff present shall also acquaint themselves with the incoming student's needs and special characteristics. In addition, procedures for inclusion of medically fragile students will follow the guidelines of the Board/CEA agreed upon procedures relating to Least Restrictive Environment and the Medically Fragile Student.
 - 2. When the District convenes an Individual Educational Planning Committee (IEPC) to determine options in placement, the receiving classroom teacher and/or appropriate staff who shall be involved with the student shall have the opportunity to attend the IEPC. The receiving teacher will receive training as indicated by the IEPC or the Medically Fragile Review Committee.
 - 3. A post-IEPC conference shall be held with the receiving teacher(s) and the special education representative(s) within thirty (30) school days to review and assess the resulting placement and delivery of educational services. This meeting shall be scheduled at the time of the IEPC meeting, but may be convened sooner at the teacher's request.
- D. It is mutually agreed that the primary function of the teacher is to provide instruction and "general care" to all students in the school environment. When health care needs or custodial needs routinely require adult assistance, the IEP will designate an appropriate adult (other than the teacher) to fulfill these tasks. This does not preclude the need for teachers to be trained to carry out these responsibilities in emergency situations.
- E. The District assures training will occur at each school at the beginning of each school year to acquaint staff with the procedures to be followed and the training shall include the function of the IEPC and the teachers' pivotal role in the IEPC process.

**Teacher
School Calendar 2011-2012**

August 29-31	Teacher Work Days
September 1	Teacher Flex Day
September 2-5	Labor Day Recess
September 6	First ½ Day of School for Students
October 17 week of	Evening Parent Teacher Conferences Grades K-12
October 24	No School for Grades K-12; Teacher Comp Day
October 24 week of	Evening Parent Teacher Conferences Grades K-12
November 23	No School for Grades K-12; ½ Developmental Day/ ½ Comp Day
November 24-25	Thanksgiving Recess-No School
November 28	Teacher Records Day-No School
November 29	School Resumes; 2 nd Trimester Begins
December 22-Jan 2	Winter Recess-No School
January 3	School Resumes
January 17 week of	6-12 Evening Parent Teacher Conferences
February 20-21	Mid-Winter Recess-No School
March 2	Teacher Records Day-No School Grades K-12; 2 nd Trimester Ends
March 5 week of	CHS/RHS Michigan Merit Exams (MME) Elementary Parent Teacher Conferences; 3 rd Trimester Begins
March 9	No School Grades K-12; Teacher Comp Day
April 2-6	Spring Recess-No School
April 16 Week of	6-12 Evening Parent Teacher Conferences
May 28	Memorial Day-No School
June 8 ¹	Last ½ Day of School K-12; 3 rd Trimester Ends
June 11-14	Days 186-189 10 Additional Minutes; Conditional Days
Student Days: 175.5	
Teacher Days: 189	
First Trimester: 55	
Second Trimester: 58	
Third Trimester: 62.5	
Note: Teacher Day is 8hours	

¹Tentative ending day of school year, subject to additional makeup days for inclement weather or other emergency causes, see Article XIII.

**ARTICLE XXV
DURATION OF AGREEMENT**

This Agreement and all its provisions shall become effective **July 1, 2011** and shall terminate **August 31, 2012**, notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

Ratified by the Association, and:

Approved by the Board of Education of the Clarkston Community Schools system by resolution duly adopted.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first below written.

**BOARD OF EDUCATION
CLARKSTON COMMUNITY SCHOOLS**

Date: _____

By: _____
President

Secretary

Negotiator

Negotiator

Negotiator

Negotiator

CLARKSTON EDUCATION ASSOCIATION MEA-NEA

Date: _____

By: _____
President

Secretary

Negotiator

Negotiator

Negotiator

Negotiator

CLARKSTON COMMUNITY SCHOOLS
 Teacher Salary Schedule
 2011-12

STEP	BA	MA	MA+30	EDS	PHD
1	38,087	41,802	42,846	43,890	46,080
1.5	39,357	43,195	44,275	45,356	47,619
2	40,626	44,588	45,704	46,821	49,157
2.5	41,896	45,980	47,133	48,285	50,694
3	43,166	47,372	48,561	49,748	52,231
3.5	44,436	48,765	49,988	51,211	53,767
4	45,705	50,158	51,415	52,674	55,302
4.5	46,974	51,552	52,844	54,137	56,838
5	48,243	52,945	54,272	55,599	58,374
5.5	49,513	54,338	55,700	57,062	59,910
6	50,782	55,730	57,128	58,525	61,446
6.5	52,052	57,123	58,551	59,989	62,982
7	53,321	58,515	59,973	61,453	64,518
7.5	54,591	59,908	61,406	62,916	66,054
8	55,860	61,301	62,839	64,379	67,590
8.5	57,130	62,694	64,267	65,841	69,126
9	58,399	64,087	65,695	67,303	70,662
9.5	59,669	65,480	67,124	68,767	72,198
10	60,938	66,873	68,552	70,230	73,734
10.5	62,208	68,266	69,980	71,694	75,271
11	63,477	69,659	71,408	73,157	76,807
11.5	64,747	71,052	72,836	74,620	78,343
12	66,017	72,445	74,263	76,083	79,879
12.5	67,286	73,838	75,691	77,546	81,415
13	68,555	75,230	77,119	79,008	82,950
13.5	69,825	76,623	78,548	80,471	84,307
14	71,094	78,016	79,976	81,934	86,023
14.5	72,364	79,409	81,404	83,398	87,560
15	73,633	80,802	82,831	84,861	89,096
15.5	74,904	82,202	84,264	86,326	90,634
16	76,174	83,602	85,696	87,790	92,171

2011-12

FREEZE

**SCHEDULE A-1
EXTRACURRICULAR ATHLETICS PAY SCHEDULE**

Each position listed in Schedule A-1 must have the approval of the building administrator and the Central Office prior to the activity being performed and subsequent payment for same. The following pay schedule is based on the maximum coaching pay of \$7,350. Compensation for all coaches will be a percentage of the maximum pay by sport. No current employee on the A-1 schedule shall receive less pay than their 04-05 rate for the same job assignment. These employees will be placed on the A-1 schedule when their pay equals or is greater than their 04-05 pay rate. Individual pay is based on a percentage of the sport pay and coaching experience from year 1 through year 10. Assignments shall be made annually and do not carry tenure in assignment.

Sport	% of Max.	\$7,350 Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Head Varsity			50%	55%	60%	65%	70%	76%	82%	88%	94%	100%
Football	100%	\$7,350	\$3,675	\$4,043	\$4,410	\$4,778	\$5,145	\$5,586	\$6,027	\$6,468	\$6,909	\$7,350
Basketball	100%	\$7,350	\$3,675	\$4,043	\$4,410	\$4,778	\$5,145	\$5,586	\$6,027	\$6,468	\$6,909	\$7,350
Track	92%	\$6,762	\$3,381	\$3,719	\$4,057	\$4,395	\$4,733	\$5,139	\$5,545	\$5,951	\$6,356	\$6,762
Baseball	92%	\$6,762	\$3,381	\$3,719	\$4,057	\$4,395	\$4,733	\$5,139	\$5,545	\$5,951	\$6,356	\$6,762
Softball	92%	\$6,762	\$3,381	\$3,719	\$4,057	\$4,395	\$4,733	\$5,139	\$5,545	\$5,951	\$6,356	\$6,762
Wrestling	92%	\$6,762	\$3,381	\$3,719	\$4,057	\$4,395	\$4,733	\$5,139	\$5,545	\$5,951	\$6,356	\$6,762
Fall Sideline Cheer	33%	\$2,426	\$1,214	\$1,334	\$1,455	\$1,577	\$1,698	\$1,845	\$1,989	\$2,136	\$2,280	\$2,426
Competitive Cheer	67%	\$4,925	\$2,462	\$2,708	\$2,955	\$3,201	\$3,447	\$3,743	\$4,038	\$4,334	\$4,629	\$4,925
Fall Pom Pon	33%	\$2,426	\$1,213	\$1,334	\$1,455	\$1,577	\$1,698	\$1,843	\$1,989	\$2,134	\$2,280	\$2,426
Winter Pom Pon	67%	\$4,925	\$2,462	\$2,708	\$2,955	\$3,201	\$3,447	\$3,743	\$4,038	\$4,334	\$4,629	\$4,925
Soccer	75%	\$5,513	\$2,756	\$3,032	\$3,308	\$3,583	\$3,859	\$4,190	\$4,520	\$4,851	\$5,182	\$5,513
Volleyball	75%	\$5,513	\$2,756	\$3,032	\$3,308	\$3,583	\$3,859	\$4,190	\$4,520	\$4,851	\$5,182	\$5,513
Hockey	75%	\$5,513	\$2,756	\$3,032	\$3,308	\$3,583	\$3,859	\$4,190	\$4,520	\$4,851	\$5,182	\$5,513
Swimming	75%	\$5,513	\$2,756	\$3,032	\$3,308	\$3,583	\$3,859	\$4,190	\$4,520	\$4,851	\$5,182	\$5,513
Tennis	67%	\$4,925	\$2,462	\$2,708	\$2,955	\$3,201	\$3,448	\$3,743	\$4,039	\$4,334	\$4,630	\$4,925
Golf	67%	\$4,925	\$2,462	\$2,708	\$2,955	\$3,201	\$3,448	\$3,743	\$4,039	\$4,334	\$4,630	\$4,925
Cross Country	67%	\$4,925	\$2,462	\$2,708	\$2,955	\$3,201	\$3,448	\$3,743	\$4,039	\$4,334	\$4,630	\$4,925
Skiing	67%	\$4,925	\$2,462	\$2,708	\$2,955	\$3,201	\$3,448	\$3,743	\$4,039	\$4,334	\$4,630	\$4,925

**SCHEDULE A-1
EXTRACURRICULAR ATHLETICS PAY SCHEDULE**

Sport	% of Max.	\$7,350 Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
JV/AsstVarsity			50%	55%	60%	65%	70%	76%	82%	88%	94%	100%
FallSideline Cheer	25%	\$1,838	\$920	\$1,011	\$1,103	\$1,194	\$1,286	\$1,397	\$1,507	\$1,617	\$1,727	\$1,838
Competitive Cheer	58%	\$4,263	\$2,132	\$2,345	\$2,558	\$2,771	\$2,984	\$3,240	\$3,496	\$3,751	\$4,007	\$4,263
Fall Pom Pon	25%	\$1,838	\$919	\$1,011	\$1,103	\$1,194	\$1,286	\$1,397	\$1,507	\$1,617	\$1,727	\$1,838
Winter Pom Pon	42%	\$3,087	\$1,544	\$1,698	\$1,852	\$2,007	\$2,161	\$2,346	\$2,531	\$2,717	\$2,902	\$3,087
Football	63%	\$4,631	\$2,315	\$2,547	\$2,778	\$3,010	\$3,241	\$3,519	\$3,797	\$4,075	\$4,353	\$4,631
Basketball	58%	\$4,263	\$2,132	\$2,345	\$2,558	\$2,771	\$2,984	\$3,240	\$3,496	\$3,751	\$4,007	\$4,263
Track	58%	\$4,263	\$2,132	\$2,345	\$2,558	\$2,771	\$2,984	\$3,240	\$3,496	\$3,751	\$4,007	\$4,263
Baseball	58%	\$4,263	\$2,132	\$2,345	\$2,558	\$2,771	\$2,984	\$3,240	\$3,496	\$3,751	\$4,007	\$4,263
Softball	58%	\$4,263	\$2,132	\$2,345	\$2,558	\$2,771	\$2,984	\$3,240	\$3,496	\$3,751	\$4,007	\$4,263
Wrestling	58%	\$4,263	\$2,132	\$2,345	\$2,558	\$2,771	\$2,984	\$3,240	\$3,496	\$3,751	\$4,007	\$4,263
Soccer	58%	\$4,263	\$2,132	\$2,345	\$2,558	\$2,771	\$2,984	\$3,240	\$3,496	\$3,751	\$4,007	\$4,263
Volleyball	58%	\$4,263	\$2,132	\$2,345	\$2,558	\$2,771	\$2,984	\$3,240	\$3,496	\$3,751	\$4,007	\$4,263
Hockey	58%	\$4,263	\$2,132	\$2,345	\$2,558	\$2,771	\$2,984	\$3,240	\$3,496	\$3,751	\$4,007	\$4,263
Swimming	58%	\$4,263	\$2,132	\$2,345	\$2,558	\$2,771	\$2,984	\$3,240	\$3,496	\$3,751	\$4,007	\$4,263
Tennis	42%	\$3,087	\$1,544	\$1,698	\$1,852	\$2,007	\$2,161	\$2,346	\$2,531	\$2,717	\$2,902	\$3,087
Skiing	42%	\$3,087	\$1,544	\$1,698	\$1,852	\$2,007	\$2,161	\$2,346	\$2,531	\$2,717	\$2,902	\$3,087
Golf	42%	\$3,087	\$1,544	\$1,698	\$1,852	\$2,007	\$2,161	\$2,346	\$2,531	\$2,717	\$2,902	\$3,087
Asst. JV Football	50%	\$3,675	\$1,838	\$2,021	\$2,205	\$2,389	\$2,573	\$2,793	\$3,014	\$3,234	\$3,455	\$3,675

**SCHEDULE A-1
EXTRACURRICULAR ATHLETICS PAY SCHEDULE**

Sport	% of Max.	\$7,350 Max.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Freshman	% Max.		50%	55%	60%	65%	70%	76%	82%	88%	94%	100%
Fall Sideline Cheer	25%	\$1,838	\$920	\$1,011	\$1,103	\$1,194	\$1,286	\$1,397	\$1,507	\$1,617	\$1,727	\$1,838
Competitive Cheer	50%	\$3,675	\$1,838	\$2,021	\$2,205	\$2,389	\$2,573	\$2,793	\$3,014	\$3,234	\$3,455	\$3,675
Fall Pom Pon	25%	\$1,838	\$919	\$1,011	\$1,103	\$1,194	\$1,286	\$1,397	\$1,507	\$1,617	\$1,727	\$1,838
Winter Pom Pon	33%	\$2,426	\$1,213	\$1,334	\$1,455	\$1,577	\$1,698	\$1,843	\$1,989	\$2,134	\$2,280	\$2,426
Football	50%	\$3,675	\$1,838	\$2,021	\$2,205	\$2,389	\$2,573	\$2,793	\$3,014	\$3,234	\$3,455	\$3,675
Basketball	50%	\$3,675	\$1,838	\$2,021	\$2,205	\$2,389	\$2,573	\$2,793	\$3,014	\$3,234	\$3,455	\$3,675
Wrestling	50%	\$3,675	\$1,838	\$2,021	\$2,205	\$2,389	\$2,573	\$2,793	\$3,014	\$3,234	\$3,455	\$3,675
Baseball	50%	\$3,675	\$1,838	\$2,021	\$2,205	\$2,389	\$2,573	\$2,793	\$3,014	\$3,234	\$3,455	\$3,675
Volleyball	50%	\$3,675	\$1,838	\$2,021	\$2,205	\$2,389	\$2,573	\$2,793	\$3,014	\$3,234	\$3,455	\$3,675
Soccer	50%	\$3,675	\$1,813	\$1,994	\$2,175	\$2,356	\$2,538	\$2,755	\$2,973	\$3,190	\$3,408	\$3,625
Softball	50%	\$3,675	\$1,838	\$2,021	\$2,205	\$2,389	\$2,573	\$2,793	\$3,014	\$3,234	\$3,455	\$3,675
7th & 8th Head	42%	\$3,087	\$1,544	\$1,698	\$1,852	\$2,007	\$2,161	\$2,346	\$2,531	\$2,717	\$2,902	\$3,087
7th & 8th Asst.	25%	\$1,838	\$920	\$1,011	\$1,103	\$1,194	\$1,286	\$1,397	\$1,507	\$1,617	\$1,727	\$1,838
CJHS Intramural	17%	\$1,250	\$625	\$687	\$750	\$812	\$875	\$950	\$1,025	\$1,100	\$1,175	\$1,250
SMS Intramural	17%	\$1,250	\$625	\$687	\$750	\$812	\$875	\$950	\$1,025	\$1,100	\$1,175	\$1,250
Elem. Intramural	8%	\$588	\$294	\$323	\$353	\$382	\$412	\$447	\$482	\$517	\$553	\$588
Asst. Football	33%	\$2,426	\$1,213	\$1,334	\$1,455	\$1,577	\$1,698	\$1,843	\$1,989	\$2,134	\$2,280	\$2,426
Asst. Wrestling	33%	\$2,426	\$1,213	\$1,334	\$1,455	\$1,577	\$1,698	\$1,843	\$1,989	\$2,134	\$2,280	\$2,426

The rate for any sport/activity added to the A-1 schedule will be mutually agreed upon by the Association and the District. This does not include the granting of steps for previous experience. There is a pay freeze on all pay rates for the 2011-12 school year. All new hires will be placed on this schedule.

SCHEDULE A-2 EXTRACURRICULAR ACTIVITIES

Each position listed in Schedule A-2 must have approval of the building administrator and the Board of Education Office prior to the activity being performed and subsequent payment for same. Compensation for all extracurricular activities will be based upon the B.A. track with experience within the assignment used to determine salary step placement. Assignments shall be made annually and do not carry tenure in assignment. Experience is based upon consecutive years of service. There is a pay freeze for the 2011-12 school year.

Clarkston High School

<u>Activity</u>	<u>Percentage of B.S. Minimum</u>
Instrumental Music/Orchestra/Chorus. (per performing ensemble class)	2.0%
Musical Director	6.0%
Vocal Assistant for Musical	1.5%
Instrumental Music Director for Musical	1.5%
Choreographer for Musical	1.5%
Two (2) Additional Productions	3.0% (each)
Student Government (2 Sponsors)	3.0%
Sophomore Sponsor (2 Sponsors)	1.0%
Junior Sponsor (2 Sponsors)	2.0%
Senior Sponsor (2 Sponsors)	3.0%
National Honor Society (2 Sponsors)	2.0%
Yearbook	4.0%
Yearbook Assistant	3.0%
Club Activity	2.0%
Color Guard	3.0%
Marching Band.	6.0%
Pep Band	1.0%

Clarkston Junior High School

Instrumental Music/Orchestra/Chorus. . (per performing ensemble class).. . . .	1.5%
Student Government (Per Sponsor)	2.0%
Yearbook (Per Sponsor)	3.0%
Drama (Per Sponsor)	2.0%
Club Activity (Limit 1 Sponsor).	2.0%

Sashabaw Middle School

Instrumental Music/Orchestra/Chorus. (per performing ensemble class).	1.0%
Student Government (One Sponsor).	2.0%
Yearbook(Per Sponsor limit 2 Sponsors)	3.0%
Drama (Per Sponsor)	2.0%
Middle School Camping (Per Night, Per Sponsor)	\$25.00
(Full participation shall be defined as the period	
beginning 7 a.m. to 11 p.m. (Per Day, Per Sponsor)	.2%
Club Activity (Limit 1 Sponsor).	2.0%

Elementary Schools

Safety Patrol (Per Sponsor)	2.0%
*Vocal and art informances	TEACHER WORKSHOP RATE
Club Activity (Limit 2)	2.0%
*It is understood that the number of informances will accommodate all student's involvement at some time during the year. The number of informances and work hours must be pre-approved by the building administrator.	

SCHEDULE A-3
EXTRACURRICULAR ACTIVITIES

<u>Non-Credit</u>	<u>2011-12</u>
Adult Education	\$25.97
Summer School	\$25.97
Teacher Workshop	\$24.13
Driver Education	\$26.46
Elementary Recess Supervision	\$29.44
<u>Credit</u>	<u>2011-12</u>
Adult Education	\$25.97
Summer School	\$25.97

APPENDIX A FORMS

The forms listed below have been mutually developed by the Clarkston Education Association and the Clarkston Board of Education:

1. Classroom Observation Summary
2. Teacher Evaluation Form
3. Library Media Specialist Evaluation Form
4. Speech/Language Pathologist Evaluation Form
5. Psychologist Evaluation Form
6. School Social Worker Evaluation Form
7. Counselor Evaluation Form

These forms are available in each school building, on the district shared forms file and in the District Human Resource office.

APPENDIX B

SICK BANK POLICIES AND PROCEDURES

I. Authority:

The Master Agreement between the Clarkston Community Schools and the Clarkston Education Association (CEA) provides for the establishment of a Sick Leave Bank (SLB) under ARTICLE IX, Section A, Subsection 14.

- A. The Establishment of the Sick Leave Bank Committee: The Administration and the Clarkston Education Association (CEA) will establish a Sick Leave Bank (SLB) to assist teachers who are members of the bargaining unit, represented by the CEA, during periods of prolonged illness.
 - 1. A committee composed of three (3) CEA members and two (2) representatives of the Administration will do the organization and administration of the Sick Leave Bank.
 - 2. CEA representatives to the committee will be appointed by the CEA President and approved by the CEA Board of Directors. Representatives must be tenured teachers with the Clarkston Community Schools.
 - 3. Selection of the SLB Committee will take place in September of each school year, with the term of office being one (1) year, beginning and ending October 1.
 - 4. CEA members will contribute the days necessary for the operation of the SLB.

II. Philosophy and Purpose:

- A. The purpose of the SLB will be to provide paid leave to members of the bank from the time their accumulated sick leave days are exhausted until their return to work or L.T.D. goes into effect, whichever should occur first (ninety (90) calendar days).
- B. A teacher's accumulated sick leave days must be exhausted before applying for SLB days.
- C. While drawing sick leave benefits, a teacher cannot be receiving any other pay from Clarkston Community Schools.
- D. The first fifteen (15) work days of illness or disability will not be covered by the SLB, but must be covered by the person's accumulated sick leave or absence of pay.

III. Establishment and Maintenance of the Sick Leave Bank (SLB):

- A. Teachers newly employed by the school district shall have one sick day of their advanced current allowance transferred to the SLB at the beginning of their employment.
- B. The maximum number of sick days in the SLB shall be twice the number of teachers in the bargaining unit.
- C. If the number of days in the SLB falls below 25 percent of the maximum number of SLB days the CEA will notify the Board to make a transfer of one (1) more day from each teacher's current allowance to the SLB.
- D. A teacher may not withdraw those days once donated to the SLB.
- E. Current members may donate personal sick leave days to the SLB.

APPENDIX B

SICK BANK POLICIES AND PROCEDURES (Cont'd)

- F. Part-time employees will donate and receive sick days based on their day.
 - G. The records of the SLB shall be audited at the end of each school year by a committee composed of three (3) members, with one member each to be appointed by the Board, the CEA, and the Sick Bank Committee.
- IV. Procedure:
- A. Teachers requesting days from the SLB will apply, using application forms available from CEA building representatives, SLB Committee members and the Board of Education office. The completed application form will be returned to the SLB Committee chairperson or designee.
 - B. A medical report defining the illness, treatment and duration, signed by the attending doctor, will accompany each application for SLB days.
 - C. The paid leave history may be considered in granting of SLB days.
 - D. The original application will be filed at the Board of Education office in the file of the applicant, with a duplicate filed at the CEA office.
 - E. The SLB Committee will meet and make a decision on the application at a date not to exceed two (2) weeks from the date of receipt of application and notify the applicant of its decision.
 - F. A copy of each application and the decision of the SLB Committee will be filed with the Board of Education and the CEA office.
 - G. The reasons for the decision of the SLB Committee will be given to the applicant in writing by the committee chairperson. The decision may be appealed to a committee composed of the present chief negotiators of the Board of Education and the CEA and a mutually agreed upon third party from the SLB membership. The decision of the appeal committee will be made within ten (10) school days of the request, with the decision forwarded in writing to the applicant, the SLB Committee, CEA and the Board of Education. The decision of the appeal committee shall be final.
- V. Duration of Benefits:
- A. A teacher may receive sick leave days from the SLB Committee after meeting the eligibility period requirements (Section II, D.) to cover the period of time between the expiration of his/her accumulated sick leave days to the beginning date of L.T.D. coverage not to exceed ninety (90) calendar days.
 - B. A teacher may make application more than once and be granted sick days to a maximum of ninety (90) calendar days.
 - C. A teacher drawing benefits from the SLB in one school year cannot extend these benefits into the next school year. Recurrence of an illness in a new school year will require a reapplication for benefits with the applicant going through the procedure as found in ARTICLE II, A-D, and IV, A-J, *except that applicant will be eligible after ten (10) workdays of illness or disability.
 - D. A teacher requesting and receiving SLB days at the beginning of a new school year, and prior to working one (1) duty day, will be paid at the prior years salary step and rate.

APPENDIX B
SICK BANK POLICIES AND PROCEDURES (Cont'd)

- E. Notwithstanding the provisions of Section II and Section V. A. and B., a teacher who has exhausted accumulated sick leave due to long-term illness or disability may apply to the SLB Committee for a credit of days to cover subsequent short-term illnesses. The SLB Committee shall be empowered to grant such days within the same school year as the long-term illness or disability. The SLB Committee shall determine how such credit shall be repaid after consultation with the affected teacher. In the event the teacher does not repay the bank, the bank shall be responsible for the loss of these days.

- VI. Alterations or Amendments: Alterations or amendments shall be governed by ARTICLE XXII A.

APPENDIX C HALF-TIME TEACHING

- A. Half-time teaching positions may be approved in which two (2) currently employed teachers will be allowed to share one (1) teaching position. Each teacher will be given credit for one (1) full year of seniority for this half-time teaching assignment.
- B. By sharing a full-time position, two (2) teachers would receive fifty (50%) percent of their regular full-time salary for the appropriate step on the salary schedule. Each teacher shall be given one (1) full year credit on the salary scale for that half-time teaching experience.
- C. Paid leave benefits will be prorated for half-time service.
- D. In all situations of job sharing, such assignments would be considered for filling only by teachers who have agreed voluntarily to work together. Two (2) teachers who would like to be considered for sharing a job would submit, on the proper application form to the building principal, the following information: (This form is available in each school building and in the District personnel office.)
 - 1. A description of how the teaching responsibilities would be divided.
 - 2. A description of how other responsibilities would be met, such as faculty meetings, parent conferences, evening activities and in-service training.
 - 3. A description of what plan would be used for evaluation, communication with parents and informing them of the program at the beginning of the school year.
 - 4. A description of the process which would be used for communicating with the building administrators and other staff members throughout the year.
 - 5. A description of how the job-sharing assignment would be introduced to the students so as to provide for consistent classroom procedures, expectations and discipline.
- E. All requests for a job-sharing assignment would first be submitted to the building principal for review. The building principal would then forward the plan to the Director of Administrative Services, who in turn will review all plans prior to the granting of final approval.
- F. In a shared assignment, each teacher will cover, when possible, for the other at the per diem (based on eight (8) hours) rate when absences occur.
- G. In assuming a job-sharing assignment, teachers will be making a commitment to this program for one (1) year only. Intent to return to a full-time position for the following school year must be submitted to the Superintendent sixty (60) calendar days prior to the end of the current school year. Teachers requesting return to a full-time position will have full return rights, provided there is a position for which the teacher is certified and qualified to teach, according to ARTICLE XII, Reduction in Personnel and Annexation and Consolidation of Districts.
- H. Individual specialized requests will be negotiated between the teacher, the Human Resource Director and the CEA President. Salary will be prorated in accordance to the existing salary schedule(s).

APPENDIX C-1
Application for Shared-Teaching/Half Time

Name(s): _____ Date: _____

Present Teaching Assignments: _____

Preferred Grade Level/Department Assignment: _____

1. List individual strengths:
Teacher A:

Teacher B:
2. Describe methods that you will use to promote shared-time/half time teaching in a positive manner with parents.
3. Describe how responsibilities will be divided (a.m., p.m., subject areas):
4. Describe who will be responsible for coverage of the following:

Staff Meeting:

Parent Conferences:

Evening Activities:

In-Services:

Application for Shared-Teacher/Half Time (Cont'd)

5. Describe how you will accomplish the following:

Student Grading Procedures:

Referrals for Special Services:

Record Keeping – (CA 60's):

Lesson Plans:

Communication with Parents:

Communication with Administration:

Communication with Staff:

6. Describe how you will achieve uniformity in each of the following areas:

Classroom Organization and Procedures:

Expectation for Students:

Discipline:

7. Describe your availability to cover the assignment in your partner's absence:

Teacher Signature: _____ Date: _____

Teacher Signature: _____ Date: _____

Recommendation of Building Principal:

Principal Signature: _____ Date: _____

APPENDIX D

1. Teachers of Grades K through 5
2. Teachers of Music, Art, Media and Physical Education
3. Counselors
4. Teachers of all subjects, Grades 6 through 12
5. Teachers of all Special Education classes
6. Department Heads
7. Social Workers
8. Speech Therapists
9. Psychologists
10. Teachers of State or Federally Funded programs

**APPENDIX E
LETTER OF AGREEMENT
BETWEEN
CLARKSTON COMMUNITY SCHOOLS
AND
CLARKSTON EDUCATION ASSOCIATION (MEA-NEA)
ONGOING PROBLEM SOLVING**

In accordance with the understandings reached between representatives of the Clarkston Community Schools and the Clarkston Education Association, the parties agree as follows:

1. In addition to the issues settled in ACCORD negotiations, there are issues which the parties have agreed to resolve through the ACCORD process and procedures.

The problems to be resolved include:

- a. Form a committee to create the 2012-12 school calendar.
- b. Continue committee to continue working on Teacher Evaluation Rubric.

ADDENDUM 1

Benefit Summary In Brief



OVERVIEW OF MEDICAL BENEFITS EFFECTIVE JULY 1, 2011

The plan is designed to provide levels of benefits based on the choices you make. Benefits that are payable are subject to the terms and conditions of the plan.

	Network	Non-Network
Deductible applies to essential and non-essential benefits <ul style="list-style-type: none"> • Individual • Family 	\$200 \$400	Not Covered Not Covered
Lifetime Maximum	Unlimited	
Pre-Certification	All transplant procedures must be pre-certified. Failure to pre-certify a transplant procedure may result in a reduction in benefits.	
Medical Expenses - ESSENTIAL BENEFITS		
	Network	Non-Network
Hospital-Inpatient	100%, after deductible	Not Covered
Surgery	100%, after deductible	Not Covered
Hospital Visits	100%, after deductible	Not Covered
Emergency Room <ul style="list-style-type: none"> • Illness/ Accidental Injury 	100%, after \$25 co-pay (Co-pay waived if admitted)	100%, after \$25 co-pay (Co-pay waived if admitted)
Urgent Care <ul style="list-style-type: none"> • Illness/Accidental Injury 	100%, after \$10 co-pay	100%, after \$10 co-pay (Emergency Only)
Allergy Testing and Injections	100%, after deductible	Not Covered
Ambulance	100%	100%
Anesthesia	100%, after deductible	Not Covered
Blood	100%, after deductible	Not Covered
Cardiac Rehabilitation	100%, after deductible	Not Covered
Chemotherapy	100%, after deductible	Not Covered
Chiropractic Care <ul style="list-style-type: none"> • Office Visits, Spinal Manipulation/Adjustment, Physical Therapy and X-rays (24 visits in a calendar year)	100%, after deductible then \$5 co-pay	Not Covered

	Network	Non-Network
Consultations		
• Inpatient	100%, after deductible	Not Covered
• Office and Outpatient	100%, after \$5 co-pay	Not Covered
Contraceptives Implants, Injections and Devices (IUD and diaphragms)	100%, after deductible	Not Covered
Diabetes Management Program - Outpatient	100%, after deductible	Not Covered
Dialysis	100%, after deductible	Not Covered
Fertility Testing/Surgical Procedures to determine cause and surgical procedures to correct	50%	Not Covered
Hearing Aids (limited to binaural every 36 months)	100%, after deductible	Not Covered
Home Health Care	100%, after deductible then \$5 co-pay	Not Covered
Hospice (Respite care limited to 5 days during a 30 day period)	100%, after deductible	Not Covered
Implants	100%, after deductible	Not Covered
Injections	100%, after deductible	Not Covered
Laboratory Testing	100%, after deductible	Not Covered
Medical Equipment and Supplies, including diabetic supplies, insulin pumps, blood glucose monitors	100%, after deductible	Not Covered
Mental Disorders and/or Substance Abuse Expenses		
• Inpatient	100%, after deductible	Not Covered
• Outpatient	100%, after \$5 co-pay	Not Covered
Nursing - Private Duty	Not Covered	Not Covered
Occupational Therapy		
• Facility and Clinic (limited to 60 consecutive days per episode in a calendar year combined with speech and physical therapy)	100%, after deductible	Not Covered
Office Visits	100%, after \$5 co-pay	Not Covered
Orthotics	100%, after deductible	Not Covered

	Network	Non-Network
Physical Therapy (limited to 60 consecutive days per episode in a calendar year combined with occupational and speech therapy)	100%, after deductible	Not Covered
Pregnancy Related Expenses-Mother <ul style="list-style-type: none"> • Pre and Post Natal Care 	100%, after \$5 co-pay (co-pay applies to the initial visit only)	Not Covered
<ul style="list-style-type: none"> • Delivery 	100%, after deductible	Not Covered
Prescription Drugs <u>Retail</u> <ul style="list-style-type: none"> • Generic • Brand 	<u>34-day supply</u> \$10 co-pay \$20 co-pay	Not Covered
<u>Mail Order</u> <ul style="list-style-type: none"> • Generic • Brand 	<u>90-day supply</u> \$20 co-pay \$40 co-pay	Not Covered
Preventive Care <ul style="list-style-type: none"> • Required preventive care as defined by PPACA including but not limited to: <ul style="list-style-type: none"> - Immunizations - Well child care - Routine physical exams - Screening for high blood pressure - Mammogram - Screening for cervical cancer - Screening for cholesterol - Screening for diabetes - Screening for colorectal cancer <p>NOTE: For additional information including any limitations go to the website www.uspreventiveservicestaskforce.org</p> <ul style="list-style-type: none"> • Prostate Specific Antigen (PSA) exam and related testing <p>NOTE: Immunizations received at the local health department will be covered at the Network benefit.</p>	100%	Not Covered

	Network	Non-Network
Prosthetic Devices (Specially designed prosthetic bras are limited to 4 in a calendar year)	100%, after deductible	Not Covered
Radiation Therapy	100%, after deductible	Not Covered
Skilled Nursing Facility (limited to 90 days in a calendar year)	100%, after deductible	Not Covered
Speech Therapy • Facility and Clinic (limited to 60 consecutive days per episode in a calendar year combined with occupational and physical therapy)	100%, after deductible	Not Covered
Transplants Human Organs (Cornea, Kidney, Skin)	100%, after deductible	Not Covered
Transplants Bone Marrow	100%, after deductible	Not Covered
Transplants Specified Human Organs: Liver, Heart, Lung, Pancreas, Heart-Lung	(Designated Transplant Network) 100%	Not Covered
Weight Management for Morbid Obesity	100%, after deductible and separate \$1,000 co-pay for weight reduction procedures	Not Covered
X-rays	100%, after deductible	Not Covered
All Other Covered Expenses	100%, after deductible	Not Covered
Medical Expenses - NON-ESSENTIAL BENEFITS		
Transplants \$10,000 maximum for transportation, meals and lodging for patient and 1 companion (2 if the patient is a minor)	100%, after deductible	Not Covered
Vision (eye glass frames for glasses following cataract surgery limited to \$250 in a calendar year)	100%, after deductible	Not Covered

NOTE: This is only a brief overview of benefits. Please refer to the sections of the plan for complete information on the eligibility provisions, limitations and for all other terms of the plan.