

**PROFESSIONAL AGREEMENT  
2008-2013  
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## PREAMBLE

This Agreement entered into this **30th day of August 2008**, by and between the Board of Education of the Clintondale Community School District, Macomb County, Michigan, hereinafter called the "Board", and the MEA-NEA Local 1, hereinafter called the "Association", an affiliate of the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA".

WITNESSETH:

WHEREAS, the board and the Association recognize and declare that providing a quality education for the children of Clintondale is their mutual aim and that the character of such education depends upon the quality and morale of the teaching services, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the public Employment Relations Act, Act 379, of the **Michigan Public Acts of 1965**, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

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

## ARTICLE I RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified teacher personnel, including social workers and psychologists, under contract. Such representation shall exclude:

1. Superintendent
2. Deputy Superintendent
3. Assistant Superintendent
4. Principals
5. Assistant Principals
6. Athletic Director
7. Business Manager
8. Director of Pupil Personnel and Special Services
9. Director of Curriculum
10. Director of Community Services, Adult Education and Federal Projects
11. Director of Vocational Education
12. Substitute Teachers
13. Any Other Personnel Excluded by Law

Currently there exists coordinators for vocational education, special needs, and adult education. The Board agrees to discuss with the Association any plan to upgrade these coordinator positions to director, prior to such time as such plan would be implemented.

The adult education coordinator shall be responsible to one immediate supervisor as designated by the Superintendent.

The term "Teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit as above defined.

The Board agrees not to hire, or compensate any teacher in any manner contrary to any provision of this Agreement.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of the Agreement.

Copies of this Agreement, titled "Master Agreement between the Clintondale Board of Education and the MEA-NEA. Local I" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish seventy-five (75) copies of the Master Agreement to the Association for its use.

## **ARTICLE II ASSOCIATION, BOARD AND TEACHER RIGHTS**

- A. Board Rights. The Board retains all rights and powers conferred upon it by the Constitution and Laws of the State of Michigan and of the United States including the right to manage the school system, establish curriculum content, hire, transfer, assign, discharge or retain teachers in positions within the system, and to determine the methods, means, and personnel to operate the system, except as limited by the express provisions of this Agreement or the applicable laws of the State of Michigan or the United States of America. The retention of these rights and powers, however, does not affect the right of the Association to negotiate these rights and powers insofar as they are negotiable.
  
- B. Association Rights. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that professional employees of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for their mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to all aspects of employment or utilization of employee services by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as agreed to in this Master contract.
  
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.



- D. There shall be duly designated Association representative(s) (Building Representative) for each building to be selected in a manner determined by the Association. The identity of each Building Representative shall be certified in writing to the Board or its representative.
- E. The Association and its representatives shall be permitted to conduct official business on school property at reasonable times, provided that the leaving of one's building has been cleared through building administrators providing there is no interference of school operations. The Board shall provide office space if feasible.
- F. The Association shall have the right to use school equipment at reasonable times so long as it does not interfere or inhibit regular school use. The Association will supply its own materials.
- G. The Association shall have the right to bulletin board space and mail facilities in each building.
- H. The Board agrees to make available for examination and for copy, by an authorized representative of the Association, all material that has been prepared regarding the financial resources and tentative budgetary requirements and allocations of the District. Further, the Association agrees to furnish or make available for copy to the Board upon request, any information in its possession, not of confidential nature, the Board needs for the purposes of collective bargaining that is not otherwise readily available to the Board.
- I. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- J. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- K. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- L. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- M. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. The Board shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the Michigan Public Employment Relations Act.

- N. The Association and its representatives shall have the right to use school buildings upon notification, excluding the Central Office, at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore.

### **ARTICLE III PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between **June 1 and September 1** of any year. Pursuant to such authorization, the Board shall deduct such dues as required, in equal amounts over 20 pays from the regular salary check of the teacher for ten months, beginning with the first pay period of the school year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the same last deduction pay period as those starting at the beginning of the school year.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership by **September 8** shall, as a condition of employment, pay as a fee an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this Article. In the event that a teacher shall not pay such fee directly to the Association by **September 30** or authorize payment through payroll deductions, as provided in Paragraph A, the Board shall terminate the employment of such teacher at the end of the school year.

The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

MEA-NEA, Local 1, agrees to indemnify the Board and its Administrators and save them harmless from any and all claims, demands, awards, fees, costs, suits or damages which may be imposed for any action or inaction by the Board in its attempts to comply with provisions of this Article.

- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees promptly to remit to the Association these sums. The Association agrees to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article and not otherwise available to the Board.
- D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make timely remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions, or any other plans or programs jointly approved by the Association and the Board.

The Board shall deduct city income taxes when the Macomb Intermediate School District provides such services.

- E. The district will pay the cost of fingerprints for all current teachers. New hires will be responsible for fingerprint costs.

**ARTICLE IV  
TEACHERS' SCHOOL DAY**

- A. The regular school day for teachers shall not exceed seven and one-quarter (7-1/4) consecutive hours. The regular teachers' school day will begin not less than ten (10) minutes before the start of the students' day and will end no earlier than ten (10) minutes after the end of the students' day, and will include classroom instruction time, planning and conference time, general supervision of students' time, lunch time and travel time (for those who teach in more than one building in one day).

In the event that the Middle School utilizes the "Teamed" Concept of teaching, each teacher shall be assigned only five (5) teaching periods, a Team planning period, and a personal planning period per day. In this case the Letter of Intent dated **September, 1986** RE: Middle School preparation period reporting time between MEA/NEA Local I and the Clintondale Community School District Board of Education, shall be considered invalid.

*The personal planning period in the Middle School at the end of the day may be taken at home and the teachers may leave ten (10) minutes after the students are dismissed. In an attempt to reduce the planning period deficiency, the staff and building administrators will meet to discuss the possibilities involved in working out a solution. (Per Letter of Clarification Middle School Teachers' Day, See Page 55.)*

In the event that the Middle School utilizes a traditional concept of teaching or reverts from the "Teamed" concept to a traditional concept, each teacher shall be assigned five (5) teaching periods per day. In this case, the Letter of Intent dated **September, 1986** RE: Middle School preparation period reporting time between MEA/NEA Local I and the Clintondale Community School District Board of Education, shall be considered valid.

The Board agrees to schedule a five (5) teaching period day for teachers in the High School.

The preparation/conference period will be equivalent in length to a normal class period at the high school and middle school. There will be a daily forty-five (45) consecutive minute preparation period at the elementary schools. This elementary preparation period will be scheduled, in most instances, at the end of the teachers contact time with students.

These teachers may leave ten (10) minutes after the students' dismissal rather than remain in school to complete their scheduled preparation period at the end of the school day. Due to increased instructional time at the elementary schools/middle school and an inability to provide a full planning period at the middle school, these teacher days will coincide with the student day. It is not the intention of the Board, however, in making these allowances to interfere with the ability of the principal of the school to schedule staff meetings and parent conferences during the regularly scheduled preparation periods. (Per Letter of Clarification Middle School Teachers' Day, See Page 55.)

The duty-free lunch period will not be less than thirty (30) minutes for all Secondary teachers. The duty-free lunch period will not be less than forty-five (45) minutes for all elementary teachers.

No teacher shall be required to supervise more than one (1) of the two (2) recess periods.

- B. Consultants (all counselors, social workers, psychologists, teacher consultants, speech therapists) and teacher specialists will receive preparation/conference time comparable to other classroom teachers working at their grade level.
- C. Any teacher who agrees to cover a class or portion of a class during his/her regular school day shall be paid in addition to his/her regular salary (See Appendix B.6 – Page 48 Salary Schedule for Special Areas) the 2006/07 amount of Five Dollars and Seventy-Five cents (\$5.75) for each fifteen (15) minute segment; the 2007/08 amount of Five Dollars and Seventy-five cents (\$5.75) for each fifteen minute segment; and any teacher who teaches any class in addition to his/her regular salary (2006-07-Appendix B.1, 2006-07-Appendixes B.2, B.3, B.4, B.5 and B.6) an amount equal to one-sixth (1/6) of said salary.
- D. Teachers shall not be required to attend more than three (3) evening meetings per year not to exceed two (2) hours. Evening parent/teacher conferences shall be classified as evening meetings. Maximum of two (2) P/T Conferences.
- E. Teacher specialists, who will be made available a minimum of thirty (30) minutes per class per week to assist elementary teachers, shall be defined as teachers who instruct the entire class in a specific subject, such as art, vocal music, reading, physical education and library skills.

*In order to comply with the State mandated increase in instructional number of school days commencing with the 1999-2000 school year, it is agreed that a 30-hour per week (based on normal 5 day school week) and 181 day per year elementary teacher/student contact schedule will be maintained by the hiring of three (3) elementary teacher specialists on or before the 1999-2000 school year.*

Elementary classroom teachers will consult with teacher specialists for the teaching and utilization of necessary skills and activities to be taught. Classroom teachers shall not be expected to remain in the classroom with the specialist. The teacher is expected to return to the classroom prior to the end of the special activity.

- F. A teacher engaged during the school day in any grievance hearing or arbitration shall be released from regular duties.
- G. Teachers may be required to attend a faculty meeting one half (1/2) hour before the school day begins or one-half (1/2) hour after the school day ends each week or one (1) hour every two weeks. Teachers will be given a minimum of two (2) days notice of the intent to hold a one (1) hour faculty meeting unless an emergency dictates otherwise.

**ARTICLE V  
SPECIAL EDUCATION**

- A. The Board will make every effort to place students designated as special education students into proper special education classes. Any teacher who believes that a student may qualify as a special education student may refer that student to the principal for processing by special services.
- B. Students considered to be in need of special services by the school psychologist will be considered by the Individualized Educational Planning Committee. Placement by this committee should be by majority vote in the absence of any legal requirement to the contrary. The referring and receiving teacher, if ascertained, will be extended the opportunity to attend and participate as a member of the Individualized Educational Planning Committee.
- C. All Educational Placement and Planning Committee members will be notified of the committee meetings not less than one (1) week prior to the meeting, and committee meetings shall be held at a time when all committee personnel can attend.
- D. A designated room shall be provided in each school building for the use of the Special Services staff during their scheduled visits to the building.
- E. When a special education student is placed in a regular classroom, the receiving teacher will be provided with a written copy of the individual educational plan and any other pertinent information for said student.
- F. In order to insure the best educational programs for all children in the district (both the regular classroom child and the special education child), the following guidelines shall be adhered to:
  - 1. Any regular classroom teacher with two (2) certified special education students from a special education classroom program will not have any additional integration of special education students without prior consultation with the building principal.
  - 2. Special education students who are integrated into the regular classroom during the school year, shall be integrated after consultation with the receiving teacher, and at a time that best facilitates the educational continuity of the entire class, but not later than five (5) calendar days following the meeting of the Individual Educational Placement Committee; provided, however, that such placement shall comply with the laws and regulations pertaining to mainstreaming special education students as promulgated and administered by the Macomb County Intermediate School District.
  - 3. Both the sending and the receiving regular classroom teacher, if ascertained, and the special education teacher shall be invited to the Individual Educational Program Committee meetings whenever a change in the student's status is necessary.
  - 4. Class size shall be considered as one factor when mainstreaming certified special education students in a regular classroom program.

5. Every bargaining unit member shall have access to a copy of P.A. 451, P.L. 94.142, the Macomb ISD plan for delivery of special education programs and services, and any special education rules, regulations and/or guidelines.
6. Prior to the mainstreaming of a special education student, the regular classroom teacher shall receive, if requesting it, any of the following:
  - (1) A brief overview of the program, the law and the concept of mainstreaming. This will be provided by either the program supervisor, or a designated staff member. Audiovisual aids will be utilized.
  - (2) A face-to-face conference between the general education teacher and the special education teacher in order to inform the general education teacher in regard to student information.
  - (3) An opportunity to cooperatively plan the actual mainstreaming of the student between the two teachers.
- G. When a special education student is placed in a regular classroom, the receiving teacher will be provided with a written copy of the Individual Educational Plan and any other pertinent information for said student. Further, the teacher will meet with the teacher consultant or special education teacher during the Teacher's preparation and conference period on the student's Individual Educational Plan.

Such meeting will take place within three (3) school days of placement at which time the receiving teacher will have the opportunity to cooperatively plan the student's Individual Educational Plan. The building principal will provide release time, if necessary, for the receiving teacher to plan the Individual Educational Plan.

- H. The Board will provide training for regular education teachers receiving handicapped students and all teachers having to serve medically fragile students. Teachers shall not be required to administer tracheotomy, suctioning, clean intermittent catheterization, tube feeding, **medications, or give injections to students.** **Teachers in grades K-12 shall not assist in the toileting of students.**
- I. The Board/Administration and the Association will appoint standing committee to discuss any unique situations which may develop as a result of mainstreaming special education students.
- J. Special Education Waivers. Decisions regarding school district applications for a waiver (s) from the Department of Education administrative rules will be discussed with the Association and members whose jobs will be affected by the waiver(s).

The decision to request a waiver(s) will take into consideration factors such as student performance and quality of services, parental/community support, and employee working conditions.

Upon request, the district will provide the Association with reasonable documentation to support the necessity of any waiver request.

**ARTICLE VI  
TEACHING CONDITIONS**

A. Class Size. The Board shall strive toward ideal classroom pupil-teacher ratios. In determining such ratios, the Board shall consider among the pertinent factors:

- (1) Teacher effectiveness including individual attention, multi-learning activities, span of control, parent-teacher communications, clerical burden, available work stations, and flexible groupings;
- (2) Physical design of classrooms, including room size, the flexibility of the room and facilities for vision, hearing and group work, health and safety;
- (3) Manpower supply, including availability of qualified personnel for classroom and special areas for curriculum at the time of need;
- (4) The financial status of the District.

The desired goal is thirty (30) secondary students and twenty-eight (28) elementary students per class, except choir, band, physical education, homeroom, study hall and typing classes. The desired goal for kindergarten through third grade elementary is twenty-seven (27) students per class.

*(The maximum number of students permitted in a classroom shall not exceed the desired goal by twenty (20%) plus one (1) student except for secondary social studies and English classes which shall not exceed the desired goal by twenty (20%) percent.)*

*(At such time as any other class size exceeds twenty (20%) percent over the desired class size including split classes for more than twenty (20) school days in any one fourth (1/4) of the school year, except choir, band, physical education, homeroom and study hall classes, the affected teacher shall be paid the sum of two hundred fifty (\$250.00) dollars.)*

At such time as the desired class size objective is exceeded by ten (10%) percent, the involved principal, teacher, Association and Board representative shall meet to explore methods to relieve the situation. Agreed to changes shall be put into effect before the limit is exceeded by twenty (20%) percent. The maximum number of students permitted in a secondary classroom shall not exceed the desired goal by twenty (20%) percent.

The Board and the Association recognize that split classes are generally undesirable. Where it is deemed that a transfer of students from one teacher to another may be desirable, said transfer will be made only after *consultation with* the teachers involved. If a split is created, the Association and the Board will meet with the administrator and the teachers in the affected building to determine the configuration of the class based upon the best interest of the students, parents, and school district. This means our maximum class size K-3 will be 33 and at grades 4-6 it will be 34.

It is the intention of the Board to comply with State law and mandatory regulations of the State in establishing class sizes for all Special Education class rooms. Should such limits be exceeded, a correction will be made within forty-five (45) days of such date.

B. The Board agrees to keep the schools reasonably equipped and maintained.

- C. The Board agrees to provide a professional library, centrally located, with bibliographies available in each building.
- D. The Board agrees to continue to provide duplicating, faxing and computer access for the use of teachers in the preparation of instructional materials.
- E. The Board shall provide areas for teachers to safely store valuables.
- F. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provisions for such facilities will be made in all future buildings.
- G. Telephone facilities will be available for faculty use. A teacher, upon request, will be able to use a phone that is so located so as to guarantee the confidentiality of the nature of the call.
- H. Teachers shall have the right to install and maintain vending machines in the faculty lounges. The Board will have no liability for the machines or control over the proceeds from such machines.
- I. Adequate off street assigned parking facilities will be provided and properly maintained for teacher use.
- J. Teachers will not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being.

If there is an immediate danger, the teacher will consult with the principal. If the teacher and principal do not agree as to the immediate danger and need for action, the teacher will consult with the building representative. If the building representative and the teacher agree on the need for immediate action, they may immediately consult with Central Office without fear of reprisal.

- K. Policies affecting attendance, record keeping, and report cards shall be reasonably uniform at each appropriate instructional level throughout the District; provided, however, that this does not preclude the administration from utilizing trial procedures from time to time.

## **ARTICLE VII DEPARTMENT CHAIRPERSONS**

Any department organized and authorized as a department by the school principal shall select a department chairperson. In the event the department fails or refuses to select a department chairperson, the principal may appoint a chairperson for the Department. Chairpersons will serve for one (1) year. Chairpersons will not have supervisory authority or responsibility.

## **ARTICLE VIII PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. The employment of new teachers whose certification is based on the Michigan full year permit is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the Board shall indicate the extent to which it has



endeavored to fill the position with a fully certificated person. The employment of annual authorized teachers is permitted for positions in which a fully certified teacher cannot be hired.

- B. A person with a Bachelor's Degree who is eligible for the Michigan substitute permit shall be employed only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be notified in each instance and the Board shall indicate the extent to which it has endeavored to fill the position with a fully certificated person. In no event will such a person be employed in a regular full-time position for more than two (2) consecutive years.
- C. New persons with less than a Bachelor's Degree who are eligible only for the Michigan substitute permit shall be employed by the Board on a day-to-day substitute basis and for no more than ninety (90) days per school year.
- D. Assignments outside the scope of the teacher's certificate and major or minor field or North Central Association criteria will not be made without just cause and all such assignments will be made in compliance with state regulations and notifications of these assignments will be made to the Association.
- E. Notification of Assignments - The following procedure will be followed for notification of teaching assignments for the forthcoming year:
  - 1. Teachers will be tentatively assigned to their buildings for the next school year by the Personnel Office.
  - 2. Building Principals will meet with their teachers to inform them in writing of their tentative individual teaching assignments for the forthcoming school year, no later than one (1) week before the last day of school.\*  
\*The Building Principal will provide the Personnel Office with a copy of the teacher's tentative assignments at that time.
  - 3. Teachers will be given written notice by the Building Principal designating their building assignments, grade level and teaching subject for the forthcoming school year no later than the last day of school, unless an emergency situation occurs.

Teachers in Special Education or Special Services Department shall be assigned in accordance with the above procedures by the Director of Special Services.

If a change in the teacher's assignment is necessary, a meeting will be held with the building principal at the teacher's or Association's request. The affected teacher or teachers may request the presence of an Association representative at such meeting. A change in assignment will not be made without rationale being provided in writing by the Building Administrator or Director to the teacher(s) and the Association. In no event will changes in teaching assignments be made later than the tenth (10th) day of August preceding commencement of the school year, unless an emergency situation occurs.

- F. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendixes B.1-B.6, and summer school courses shall not be obligatory but shall be with the consent of the teacher. Preference in making

such assignments will be given to tenure teachers regularly employed in the district. Others holding such assignments will be employed on an "AT-WILL" basis.

- G. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority group personnel.
- H. All professional staff assigned to a building full time (except special services personnel) will be responsible to their assigned administrator(s). Special services and vocational education personnel will be responsible to one administrator. The assigned administrator or the administrator's designee will be responsible for evaluating the personnel responsible to him/her.
- I. The Board will provide written notification of any change in the employment status of bargaining unit personnel and the effective date of hire for any bargaining unit personnel to be covered by this agreement at such time as said status becomes effective by Board approval.
- J. The Administration shall post a written notice of all vacancies occurring between the first day of school in **September and June 15** in a prominent or mutually agreeable location in each school and the Administration Building. The notice shall include any requirements for application and hiring and, when applicable, all available job descriptions. A copy of the written notice shall be provided to MEA-NEA Local 1 and the Association President on or before the date of posting.
- K. The Board shall employ a minimum of three (3) and a maximum of five (5) reserve teachers at full salary (See respective Salary Appendix), benefits, and seniority credit in accordance with Article X, Section A.

Reserve teachers may serve in regular full-time positions in areas which are considered new or innovative as compared to the 1983-84 Curricular offerings. Examples of such use may include, among many others, such areas as computer coordinator, elementary art, Middle School enrichment designed to facilitate the mainstreaming of special education students, academically talented teacher or coordinator, etc. Reserve teachers may also be used to expand the elementary program through additional specialists working in areas such as reading, physical education, art, music, library skills, etc.

Finally, reserve teachers may serve as daily substitutes when a regular teacher is absent. When the reserve teacher is used in this capacity and cannot be assigned as a substitute, said teacher(s) shall report to the Superintendent or his/her designee for assignment.

- L. Shared Time Teaching Assignment: Teachers may volunteer for job sharing by application to the Personnel Office and upon administrative approval, share a teaching assignment.

To make this partnership educationally sound, shared time will require special scheduling, administrative support and effective communication.

The Association and the Board agree that:

- 1. A job sharing teacher will receive one-half (1/2) of his/her regular salary (See respective Salary Appendix) of the Master Agreement, full cost of

living adjustment on one-half (1/2) of his/her regular salary and twelve (12) half (1/2) days of personal leave.

2. A job sharing teacher will select from the insurance protection program, a package of benefits not to exceed one-half (1/2) the cost of the total benefits package for a teacher who carries Plan A, and LTD, Life Insurance, and Vision.
3. Job sharing teachers will receive a full year's credit on the seniority list and salary schedule. The shared position must be applied for by **March 15** each year for the following school year.

In the event one of the teachers is unavailable or unable to fulfill his/her assigned responsibilities in a shared time teaching assignment, the affected shared time teaching assignment may be abandoned by the administration, and the remaining shared time teacher may elect assignment to the full-time position or lay-off.

Denial of such requests will not be subject to the grievance procedure.

## **ARTICLE IX VACANCIES, PROMOTIONS AND TRANSFERS**

- A. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers and will give first consideration to teachers according to qualifications and seniority within the district to fill any teaching vacancies. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board.
- B. On the first Monday in May and on the last Monday of each school year, the employer shall post, on a designated bulletin board in each district building, along with a copy to the Association, a list of known vacant administrative, athletic and driver's education positions as listed in Appendix B.1–B.5 salary schedules.

Bargaining unit members actively employed, as well as those returning from leave, may apply for said positions by submitting a written application to the Personnel Office. Positions as above described shall be posted for at least fourteen (14) calendar days prior to being filled.

For any vacancy in any certified instructional position in the school district, notice of such vacancy shall be posted for all certified staff. Any teacher may apply to fill such vacancy; however, displaced teachers will be re-assigned prior to granting transfer requests and return from leave requests. Displaced teachers will be furnished with a list of known vacancies and given their choice according to seniority and qualifications. If no vacancies are available, displaced teacher procedure will be in accordance with Article X, Section B. Layoff, paragraph "d" under procedure. A displaced teacher is one whose current teaching assignment is eliminated.

Vacancies may be filled on a seniority basis by honoring a teacher(s) request for transfer providing that the most senior laid-off teacher(s) is (are) recalled to a teaching position. In filling such vacancy, the Board declares its continued support of its policy of considering promotion from within its own teaching staff, including promotions to supervisory and executive levels; provided, however, that the Board

continues the right to hire a teacher outside the bargaining unit to fill such vacancy. When applicants are equally qualified and certified for a bargaining unit position (excludes administrative, athletic and supplemental assignments), the applicant with the greater seniority shall be selected.

- C. Teachers who are interested in a vacancy which may occur during the summer should contact the Administration before the end of the school term, and list on a transfer form any position for which they would like to be considered, and teachers will then be notified by the Administration if any opening occurs in the area(s) they have listed.

D. **BUILDING CLOSING PROCEDURE:**

INITIAL PROCEDURE - Teachers in a building being closed shall be listed on a seniority basis. A list of vacant positions, excluding special areas, shall be provided to the association and to the teachers in the building being closed. This list will be made available within ten (10) working days of the board meeting where action was taken to close such building.

SELECTION MEETING - Teachers in a building being closed shall meet for the purpose of selecting positions on a seniority basis. Any teacher who is absent will make a selection through a designated association representative. The above selection meeting may be set by mutual agreement between the association and school district. This procedure applies to teachers in a building being closed who have not been laid off and all teachers must have appropriate qualifications and certification for the position selected.

ASSIGNMENT AND REASSIGNMENT - After the implementation of the procedures set forth in this provision, teachers who have selected positions in accordance with this provision shall then be assigned and reassigned in accordance with the applicable assignment and reassignment provision of this contract.

- E. INVOLUNTARY TRANSFERS. Although the Board and the Association recognize that frequent transfers of teachers are disruptive to the educational practice, they also recognize that some involuntary transfer of teachers is desirable to the District. No teacher has the right to specific assignment, but interest, aspirations, and current assignments of teachers must be considered. Therefore, they agree to the following:

1. When involuntary transfers are deemed desirable, a teacher shall not be assigned to a position outside his/her area of certification except as defined in Article VIII, Section D.
2. Notice of the proposed involuntary transfers shall be given to the teachers involved immediately upon final decision of such transfers.
3. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent (or his/her designee), at which time the teacher shall be notified in writing of the reasons for the transfer.
4. No teacher shall be transferred involuntarily for an unjust cause.

5. In the case of involuntary transfers where more than one teacher may be eligible for transfer, selection shall be based on least district seniority when certification and qualifications are equal.
6. Teachers who are being reassigned may apply for tuition and materials reimbursement for any course or workshop they feel will enhance their skills or background as it relates to their teaching duties.
7. Involuntary Transfers - return option. A teacher whose assignment (grade level for elementary teacher) has been changed from one building to another building or from one full department to another full department (majority subject assignment for secondary) as the result of an involuntary transfer shall have the option of returning to that former position if same was the last teaching position taught by said teacher, if it becomes open and would not otherwise deprive a teacher on the recall list of a position. Prior to the end of each school year, any teacher who desires to be eligible for the above return option shall advise the Personnel Office of his/her desire to return to said position and of an address where he/she may be reached during the above period. The Personnel Office shall notify in writing, the aforesaid teacher, if such position becomes available. Upon certified mailing of written notification of the availability of his/her former position, such teacher shall have ten (10) calendar days from the date of mailing to notify the Personnel Office that he/she desires to return to his/her former position.

If a teacher exercises a return option after October 1, the position which such teacher vacates shall not be subject to this return option on the part of any other teacher.

In the event such a position becomes available and the teacher fails and/or refuses to apply and/or accept said position, his/her future right to said position under this subsection shall be waived. In the event two or more teachers are eligible for and request said open position under this section, the teacher with greater seniority shall have preference.

A position that becomes available as concerned herein shall not be considered a vacancy under the terms of this Agreement.

#### F. DEFINITIONS:

VACANCY: Vacancy shall be defined as a position presently unfilled, a position currently filled but which will be open, or a new position.

In the event that a position is vacated for an extended period due to the inability or unavailability of a classroom teacher to teach, the position will be filled temporarily by a laid-off bargaining-unit member certified and qualified for that position.

EXTENDED PERIOD: An extended period shall be defined as an awareness that a teacher will be vacating a position for forty-five (45) school days or more. Positions vacated for extended periods shall be filled within fifteen (15) days of the awareness.

TEMPORARY: Temporary is defined as a period not to exceed the current year.

TRANSFER: Transfer shall be defined as a change in a school building assignment.

INVOLUNTARY TRANSFERS: Involuntary transfers are defined as transfers made without a teacher's consent.

Involuntary transfers may be effected only for reasonable and just cause. Any involuntary transfer directly or indirectly resulting in a recall from layoff is deemed to be for a reasonable and just cause. When involuntary transfers are deemed desirable, a teacher shall not be assigned to a position outside his/her area of certification except temporarily.

QUALIFICATIONS: As defined in Article X, Section B-2.\*\*

DISPLACED TEACHER: A displaced teacher is one whose current teaching assignment is eliminated.

## **ARTICLE X SENIORITY, LAYOFF AND RECALL**

- A. SENIORITY. Teachers shall accrue seniority in the school district from the date the teacher signs an employment contract with the District except as otherwise provided in this Agreement.\* And further provided that the Board approves such contract and that the teacher actually begins work in the District. Beginning **September 1, 1986**, in the event two or more teachers sign contracts on the same date, the time stamped on the contract shall determine seniority. Should two or more teachers arrive at the Personnel Office at the same date and time to sign their contracts, said teachers' names will be drawn from a hat by the Association President or designee in the presence of the Superintendent or designee and listed for seniority purposes in the order the names were drawn.

(\*Accrual of seniority shall be subject to Article VIII, Section I.)

Seniority shall be based on continuous employment with the School District, and a teacher shall lose seniority if he/she resigns, retires or is discharged from the School District.

On or before **March 1** of each year, the Board shall provide to the Association President one (1) seniority list including the names of all teachers in the bargaining unit. For informational purposes, the seniority list shall show the current certification and certificated endorsements of all teachers. It shall be the responsibility of each teacher to process all changes in their certification and to ensure that all updated certification information is forwarded to the school district. This seniority list provision is subject to all of the provisions of this Article.

The parties agree that no administrator shall have any seniority rights in the teacher bargaining unit except as described hereinafter:

1. No administrator shall accumulate seniority in the bargaining unit for years of service as an administrator.
2. However, an administrator who has accumulated teaching seniority as a teacher within the district shall be entitled to retain that teaching seniority provided they only return to the teachers' bargaining unit as reserve

teachers. No more than two (2) of the five (5) reserve teacher positions as provided for in paragraph K of Article VIII can be filled by administrators returning to the bargaining unit. It is understood that in order to fill these two (2) reserve teacher positions, the administrators must have more teaching seniority than the most senior laid-off teacher.

3. If there are no administrators who have filled these two (2) reserve teacher positions, the number of reserve teachers in paragraph K, Article VIII shall be three (3).

B. LAYOFF

1. Definition - "LAYOFF" shall be defined to mean a reduction of the teacher work force due to a decrease of work or operating funds.
2. Procedure - In the event of a layoff, the order of reduction shall be: first, temporary employees, next, probationary teachers according to certification and qualifications\*\* as defined; and next, tenure teachers according to seniority, certification and qualifications\*\* as defined in accordance with the following procedure:
  - a. The Superintendent or his designee shall determine the position to be eliminated and shall meet with the Association President at least five (5) days prior to the meeting at which the Board will consider resulting layoffs, except under extenuating circumstances, for the purpose of discussing and reviewing the proposed layoffs.
  - b. The Superintendent or his designee shall identify the lowest seniority teachers on the seniority list equal in number to the number of positions proposed to be eliminated. Low seniority teachers so identified shall be laid off by the Board except when any of these teachers cannot be replaced by a teacher with appropriate qualifications and certification who is currently on layoff or who is currently employed. Teachers currently employed may be involuntarily transferred to the new position provided their current positions can be filled with a teacher from the layoff list. After **October 1**, involuntary transfers will take place only at the semester break.
  - c. If no positions exist for teachers who have been ranked and identified under subparagraph (b) above and no positions are created by effecting a voluntary transfer of a teacher who has submitted a voluntary transfer request prior to **April 1**, or an involuntary transfer, such teacher or teachers shall be laid off.
  - d. When positions currently held by teachers with more seniority than existing staff are eliminated, the corresponding number of teachers with the least seniority shall be laid off, provided, however, they can be replaced by a currently employed certified and qualified teacher. The displaced teachers shall be given written notice of available positions created by the layoff of least senior teachers. The displaced teachers shall submit their preference, in writing, to the Personnel Office. The administrator shall assign the displaced teachers, taking into consideration the best interests of the school district and the teacher's preference.

- e. The object of the Association through the above procedure is to retain those teachers with the most seniority, and the Board-agrees, provided they are fully certified and qualified. And further provided that the Board is not obligated to institute any involuntary transfers after **October 1** except at the semester break.
- f. The parties agree to retain the most senior teachers in accordance with the aforementioned provisions. In order to achieve this objective, involuntary transfers and assignments of other teachers may be made at the Board's discretion.
- \*\* A teacher shall be deemed qualified if he/she has appropriate certification and meets applicable North Central standards and has had at least one (1) year of successful teaching experience in the district and meets one or more of the following criteria:
  - 1. Has a degree with a major or minor in the subject to be taught, or
  - 2. Has taught in the subject area on a regular basis for not less than one (1) year within the last five (5) years preceding recall.
- 3. Notification. In the event of a reduction of the teacher work force, the affected teachers shall be provided with written notice of the effective date of his/her layoff at least thirty (30) calendar days prior to the effective date of layoff.
- 4. Change in Certification. For purposes of Section B of this Article, teachers who have completed additional credit courses resulting in a change in their Certification shall submit verification of such changes to the Personnel Manager on or before **March 1** of each school year.
  - a. Such verification shall consist of the change in endorsement or endorsements from the State Department of Education, or
  - b. A letter from the college or university from which the additional credits were earned verifying successful completion of the course work and the recommendation for the change in certification, subject to confirmation and acceptance by the State Department of Education, or
  - c. A letter from the college or university from which anticipated additional credits will be earned prior to **August 31**, verifying the anticipated successful completion of the course work and the recommendation for the change in certification, subject to confirmation and acceptance by the State Department of Education. Such verification must be repeated by **July 1**, if anticipated change in certification is to be considered for the next school year.
- 5. Accrual of Seniority During Layoff. Teachers who are laid off shall continue to accrue seniority.



- C. RECALL. Any teacher whose services are terminated because of a reduction in personnel shall be appointed to the first vacancy for which the teacher has seniority and is qualified. In order to facilitate the recall of laid-off teachers on the basis of seniority, the Board shall, if necessary, involuntarily transfer teachers during the months of **June, July, August, September**, and at semester break. A recalled teacher must have the appropriate certification and qualifications for the vacancy resulting from the making of such involuntary transfers.

Teachers shall be notified of recall by certified letter or telegram, with a copy to the Association President. Within eight (8) days (during the summer when school is not in session) or within four (4) days (after **September 1**, but prior to the end of the school year) from the date the recall notice was mailed or sent to the affected teacher, the teacher shall notify the Board by telegram or certified mail that he/she will return to the District. In the event a teacher is recalled during the school year, the teacher may refuse the recall but waive his/her right to further recall that school year and still retain eligibility for future, recall to a vacancy for which the teacher has seniority and is qualified. A teacher may refuse recall for less than a full time position. A teacher who has refused recall to less than a full time position shall continue to accrue seniority and recall rights subject to the provisions of the collective bargaining agreement. A laid-off teacher shall notify the Board office of any change of address. Laid-off teachers shall remain on the recall list and retain all rights enumerated in this contract for a period of five (5) years. Should the employee not be recalled within this five-year period, their employment status shall terminate and with it all rights to recall and/or seniority. This provision shall be applied only to the extent permitted by law regarding the employment rights of individual teachers.

## **ARTICLE XI ILLNESS OR DISABILITY**

- A. Personal Leave Days. Each teacher shall be entitled to a total of twelve (12) personal leave days with full pay each school year to be used for the reasons of illness or personal business. Personal leave days are to be used for personal business where there is a personal need, duty or obligation to conduct personal business which cannot be conducted on a day other than a school day, but personal leave days may not be used for such purposes as extended vacations or recreation. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in case of emergency or personal illness.
1. Leave Days shall be earned, provided, however, a teacher shall be credited with his/her allotment of leave days at the beginning of the school year. In all cases, where a teacher leaves or terminates his/her service to the district, his/her leave days for the year shall be prorated to his/her service and any leave days used in excess of days earned will be deducted from the teacher's pay. Any unused days shall be accumulated without limit. Suspected abuse of personal leave shall be reported by the Superintendent of Schools to the Association for investigation, within five (5) days of the suspected abuse. The Association will report its findings and recommendations in writing to the Superintendent.
  2. Advance notice of the necessity for such leave shall be given to the office of the Board as soon as possible.

3. Any teacher who does not use seven (7) or more of his/her twelve (12) personal leave days in the current year for the combined purpose of personal leave and cash-in shall be entitled to use not more than two (2) of their next year's earned personal leave days for any purpose, provided that advance notice for the use of these days must be given in writing to the Personnel Office not less than thirty (30) calendar days prior to said use, and provided further that not more than ten (10) teachers shall be eligible for the use of said days on any given date.

B. Extended Leave. Any teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave and benefits available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request from the teacher.

C. The number of accumulated personal leave days shall be communicated to each teacher, in writing, in the months of December and May. At all other times such information shall be available from the school principal's secretary.

D. A maternal disability which results from a pregnancy, childbirth, miscarriage, or recovery therefrom, shall be treated in the same manner as any other disability.

E. Teachers will not be charged sick leave due to absence from their jobs for reason of illness definitely established as contracted as a result of their employment, from the following list:

Mumps	Scarlet Fever	Head Lice	Conjunctivitis
Measles	Impetigo		Scabies
Chicken Pox	Rubella		Ringworm

A physician's statement shall be submitted.

F. Communicable Diseases. In the event the Board of Education authorizes the development or subsequent revision of Board policies dealing with communicable diseases, the Employer will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact on the working conditions and health and safety of bargaining unit members.

Paragraph "F" shall not set a precedent in future proceedings or negotiations.

G. Family and Medical Leave Act. *The Board will grant up to twelve (12) weeks of Family and Medical Leave during any (12) month period to eligible employees in accordance with the **Family and Medical Leave Act of 1993 (FMLA)**.*

*For example, if an employee used four weeks of FMLA leave beginning **March 1, 1997**, and eight beginning **September 1, 1997**, the employee would not be entitled to any additional FMLA until **March 1, 1998**. On **March 1, 1998**, the employee would be entitled to another 12 weeks of FMLA leave.*

*All requests for such leave will be made to the Director of Personnel. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee must give as much notice as is practicable.*

*Proper certification of the reason for the leave must be provided. An employee may be required to use all available personal leave time for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave, subject to the layoff provision, Article X.*

## **ARTICLE XII PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE**

- A. Teachers from time to time may request permission to attend a conference, workshop, seminar or visitation. Permission to attend must be secured from building administrators and administrator in charge of curriculum. These days will not be deducted from personal leave days.
- B. The Board will approve up to thirty (30) days of professional leave for Association activities at full pay per school year. Ten (10) additional days shall be granted provided the Association reimburses the district for the full cost of required substitutes. In addition, the Board shall provide eighteen (18) days of professional leave for the district association president at full pay per school. The Association agrees to notify the Board no less than forty-eight (48) hours before the date of the intended use of leave days. This time limit for notification may be waived with mutual consent of the Board and the Association.

It is further understood that the Association may at the request of the President use up to three (3) of these days on any given date by merely calling the switchboard sick leave number prior to 6:30 A.M., on the date requested.

- C. The Board shall provide the Association president **one half (1/2) day (three class periods)** release time per school day with full pay and fringe benefits. For a new president, the release time will commence at the beginning of a semester. It is also agreed that the President shall have the right to use personal and team planning periods for union business. Notice will be provided to the building administrator if the President will be leaving the building, during planning time.
- D. Court or administrative agency appearances on behalf of the school district or jury duty shall not be chargeable against personal leave days.

## **ARTICLE XIII SABBATICAL LEAVE**

Any teacher who holds a permanent, life or continuing certificate and who has been employed at least seven (7) consecutive years by the Board may be granted a sabbatical leave.

A teacher may be granted a sabbatical leave for either one-half (1/2) year at full pay or one (1) year at half pay. Teachers on sabbatical leave will receive full contractual benefits for the period of the leave, and upon return from a sabbatical leave shall be restored to the teacher position of like nature, seniority, status and pay, as formerly held and 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.

Any person granted a sabbatical leave shall return to employment with the school district for at least one (1) year following such leave and shall sign a personal promissory note to reimburse the Board for the amount of their normal salary to guarantee their return to employment with the school district.

Applications for sabbatical leave shall be submitted to a committee composed of two members chosen by the Association and two members chosen by the Board not later than the **first day of April** preceding a sabbatical leave beginning in September, or not later than the first day of school preceding a sabbatical beginning in February. The applications must be accompanied by plans for the use of the sabbatical leave, and exposition of the plan's potential for increasing the applicant's professional competence and such other information (e.g., seniority) as the committee may require. The Sabbatical Leave Committee shall make its recommendation to the Board prior to the end of the semester preceding the semester or school year for which such leave is sought.

The number of teachers granted sabbatical leave in any one school year in accordance with the above provisions shall be limited to three (3).

Whenever feasible, not less than one (1) sabbatical leave shall be granted per year when requested and when the provisions of this Article have been met.

#### **ARTICLE XIV UNPAID LEAVES OF ABSENCE**

- A. The Board of Education, upon written request, may grant a leave of absence to any teacher. Such leave shall not exceed one (1) year, subject to renewal at the will of the Board; provided, that without request, leave of absence because of physical or mental disability may be granted for a period not to exceed one (1) year.

When a reduction of staff is necessary, all requested unpaid leaves of absence for any reasonable purpose shall be granted by the Board if a suitable replacement is available.

Leave shall not be denied for exchange teaching, foreign or military teaching, Peace Corps or Job Corps work programs related to a professional responsibility, and engaging in study at an accredited university provided such study is related and provided a suitable replacement can be found.

- B. Any tenure teacher who must leave a teaching position, other than a temporary teaching position, in the district to serve in any branch of the armed services of the United States and who, upon termination of such services (1) received an honorable discharge; (2) is still qualified and competent to perform the duties of such teaching position; and (3) makes application for reemployment within ninety (90) days of discharge shall be restored at the beginning of the semester following the application, to such teaching position, or to a position of like nature, unless circumstances have so changed as to make it impossible or unreasonable to do so.
- C. CHILD CARE LEAVE. Any teacher who becomes pregnant, whose spouse becomes pregnant, who is in the process of adopting a child, or who becomes a legal guardian of the person of a minor will be granted a child care leave for the remainder of the school year upon a satisfactory showing of evidence of pregnancy, pending adoption proceedings, or guardianship. A second year of leave shall be granted upon request. A written application for child-care leave must be filed with the Board not less than forty-five (45) days prior to the requested commencement of the leave. Such request shall be accompanied by a physician's statement indicating the anticipated date of birth. Written notification

of intent to return from child care leave must be made to the Superintendent of Schools **prior to April 1**, and reinstatement of teachers returning from child care leave will be at the commencement of school in September following the end of their leave.

In the case of the death of the child, the leave may be terminated by the teacher at the end of a student report card marking period, semester, or school year.

- D. Any benefits under the provisions of this Agreement which would otherwise accrue to the teacher shall be suspended during the leave of absence except that Health Insurance (BC/BS or MESSA) and life insurance premiums will continue from the time a teacher exhausts his/her personal leave days (goes on an unpaid leave) for a period of no more than sixty (60) days.

However, a teacher on leave of absence who is enrolled in the hospital and surgical group insurance plan may arrange continued coverage pursuant to the existing operating agreement between the Board and the carrier by paying the premium in cash to the Business Office of the Board of Education.

- E. Evidence of satisfactory physical or mental health may be requested by the Board immediately preceding return to the position.
- F. Written notice of intention to return or resign from the school district shall be given to the Superintendent by **April 1** of the year in which the leave expires, unless specified otherwise in the provision under which leave was taken.
- G. A leave of absence shall be granted to any tenure teacher upon application for the purpose of serving as an officer of the Association, MEA, NEA, MEA-NEA Local 1 or on their staff. Such leave shall be limited to two (2) years. Upon return from such leave such teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the system during such period.
- H. CAREER OPTION LEAVE. A one (1) year leave of absence shall be granted to any tenure teacher who requests such in writing. This career alternative leave may be utilized in order to pursue an administrative or management position or such other non-teaching career opportunity as the teacher may have available. Such leave shall be renewable with mutual consent of the teacher and the Board. Upon return from such leave such teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the system during such period.

- I. ACCRUAL OF SENIORITY AND INCREMENT ON LEAVES OF ABSENCE. Effective **September 1, 1990**, teachers who are granted leaves of absence shall be limited to accruing a maximum of one (1) year's seniority for their first leave of absence. If such teachers are granted additional leaves of absence in future school years, they shall not accrue seniority during the periods of such additional leaves of absence. *Seniority shall only be granted for the first leave of absence taken and shall not be granted or accrued for any additional leaves of absence, except as provided herein.* This provision shall not apply to sabbatical leaves, leaves granted to teachers doing full time study at an accredited university in a field related to education, medical leaves, or teachers who are elected as officers of MEA-NEA Local 1, MEA or NEA. Upon return from such leave such teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the system during said period. Any teacher not returning from a leave forfeits his/her seniority and may be deemed to have terminated employment.

**ARTICLE XV  
ACADEMIC FREEDOM**

- A. Academic freedom should be enjoyed by all teachers; it includes the responsibility to teach within the prescribed curriculum and not to misuse one's position to promote personal causes. Academic freedom also includes the right to support or oppose political causes and issues outside of the normal classroom activities.
- B. All communications obtained by the teacher in the course of his/her professional duties and deemed by said teacher to be confidential in nature need not, except with the consent of said teacher, be disclosed to anyone unless said disclosure is required by law.

**ARTICLE XVI  
TEACHER EVALUATION AND PERSONNEL FILE**

- A. For the purpose of formal evaluation, all observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher by the assigned supervisor(s). *(Whenever possible, only those administrators with training in teacher evaluation and who are certified teachers will be eligible to evaluate bargaining unit members.)* Each teacher shall receive notice of the date of the observation for the formal evaluation at least 48 hours prior to said observation.

The District and Association agreed prior to ratification of this agreement to use the Danielson model evaluation language and instruments developed by the L'Anse Creuse School district and Local 1 for use in the 2011-12, subject to further modification upon mutual agreement of the parties.

*(Teachers or other probationary bargaining unit members shall be evaluated at least two (2) times per school year. Other bargaining unit members shall be evaluated in accordance with this article at least once every three (3) years. Every evaluation will be accompanied by two (2) formal observations during the evaluation period at least sixty (60) days apart.)*

*Any judgment of incompetence must not be arbitrary nor capricious but must be supported by observation or documentation to support the conclusion made by the evaluator. Should the information demonstrate that an employee has any area that needs improvement, the evaluator shall develop a plan of improvement which:*

- 1. Identifies specifically the area that needs improvement.*
- 2. Provides the employee with specific, appropriate written recommendations for improvement, which are stated in observable behavioral terms.*
- 3. Develops a fair and workable timetable for improvement*
- 4. Provide a positive program of assistance with mutually agreed upon support service.*

*The provisions of this article shall not be altered nor modified by any individual teacher.*

A conference between the teacher and the evaluator shall be held within five (5) work days of the observation for the formal evaluation. The teacher shall sign and receive a copy of his/her evaluation. Evaluation forms shall be standardized throughout the system except that a new trial form may be piloted in one school per year. A statement on the form will say that the teacher does not necessarily agree with the evaluation.

Student achievement is required to be considered in the evaluation and has been incorporated as required by MCL 380.1249 prior to July 19, 2011 in the attached agreed upon evaluation procedure and instrument. Said procedure and instrument shall be used for the life of this agreement and during any extensions thereof.

A teacher who can satisfactorily demonstrate that his/her written evaluation is factually incorrect or inappropriate as a basis for the evaluation may file a written request for the correction or deletion of the incorrect or inappropriate portion of his/her evaluation with the Superintendent or his/her designee.

A teacher has the option to request a second evaluation by a second administrator.

- B. A committee consisting of three (3) administrators and three (3) teachers (the latter selected by the Association) shall be formed, whenever necessary, to develop or review an evaluation form each year. The non-voting chairman will be appointed by the Superintendent.
- C. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file, exclusive of confidential employment and university credentials, shall contain the following minimum items of information:
  - TB report and required medical information
  - All teacher evaluation reports
  - Copies of annual contracts
  - A transcript of academic records
  - Copy of teaching certificate
  - Tenure recommendation

No material may be placed in the file without allowing the teacher an opportunity to file a response thereto, and said response shall become part of the file. Teachers' personnel files are confidential, and only duly authorized personnel may have access thereto.

If a teacher is requested to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with, the content of the material.

A teacher who can satisfactorily demonstrate that incorrect or inappropriate material has been placed in his/her file may file a written request for the correction or deletion of the incorrect or inappropriate portion of such material with the Superintendent or his/her designee.

- D. A teacher shall at all times be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a pre-arranged

teacher-administrative meeting whenever any warning, reprimand, or other disciplinary action concerning the infraction of rules or delinquency in professional performance may lead to the placement of adverse notice(s) in the teacher's personnel file. The meeting will be conducted at a location where privacy is assured. At all times, teachers will be entitled to have a representative of the Association present at such a meeting. When request for such representation is made, no action shall be taken with respect to the teacher until such representative is given adequate opportunity to be present. A copy of any final written communication regarding any infraction or delinquency shall be forwarded to the Association President.

- E. A written reprimand shall be dated on the day it is entered into the file and a copy of such reprimand shall be given to the teacher. Such reprimands, must be written and dated within ten (10) school days of knowledge of the said incident that caused the reprimand. A copy of any final written communication regarding any infraction or delinquency shall be forwarded to the Association President.
- F. No teacher shall be disciplined or receive a reprimand which would result in suspension, reduction in compensation or termination of employment without due process and just cause and preceded by a conference with the teacher by the appropriate administrator prior to taking any action. A written explanation for the action shall be given to the teacher and the Association President.
- G. Any complaint against a teacher by a parent, student, or other person will be promptly reported to the teacher and the Association President. Complaints will not be incorporated into a teacher's evaluation or personnel file unless:
  - 1. The complaint is in writing and the complainant(s) is identified; and
  - 2. A copy of the complaint is provided to the teacher prior to its inclusion; and
  - 3. The teacher is given the right to make a written reply to the complaint.

Said reply shall be attached to the complaint during the entire length of time that it remains as part of the teacher's personnel file.

- H. Notwithstanding, anything set forth herein to the contrary, the Board and the Association agree to follow state law as set forth in the Freedom of Information Act (MCL 15.231) and the Bullard-Plawecki Employee Right to Know Act (MCL423.501 et seq.) concerning the review of employee file and the disclosure of information from same, as specified and referenced below. The Board agrees to follow state law as specified below as referenced below:

423.507. Review of personnel record by employer before releasing information to third party; deletion of certain information.

Sec. 7. An employer shall review a personnel record before releasing information to a third party and, except when the release is ordered in a legal action or arbitration to a party in that legal action or arbitration, delete disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than 4 years old.

P.A. 1978, No. 397, & 7, Eff. **Jan 1, 1979.**



Additionally, the Board agrees that upon receipt of any FOIA Request for information concerning an association members personnel file it will immediately send a copy of said request to the said teacher and the Association President. The teacher and/or the Association President shall notify the personnel director within three (3) days of receipt of said notice whether the disclosure of the requested information is objected to by said teacher or the Association. If disclosure is objected to, the Board shall apply for the ten (10) day extension of time for disbursement of said information allowed under FOIA. In the event the Board deems it necessary to disburse said information pursuant to FOIA, at the end of the ten (10) day extension, it shall do so unless the teacher or Association procures a proper court order restraining the Board from Disbursing said information.

**ARTICLE XVII  
ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION  
OF THE DISTRICT**

- A. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined, as prescribed by the law.
- B. In the event that this district shall be combined with one or more districts, the Board shall use its best efforts to assure the continued recognition of the Association and the continued employment of its members in the consolidated districts. In any event, upon the decision to annex, consolidate, or reorganize, procedures for any changes will be negotiated with the Association under the provisions of the Master Agreement in order to ensure a smooth transition.

**ARTICLE XVIII  
INCLEMENT WEATHER**

The Board shall not keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God.

When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty or remain on the premises longer than ten (10) minutes after the dismissal of the entire student body, whichever is applicable.

The Board will make every reasonable effort to report decisively the opening or closing of schools by 6:00 AM. Teachers will be notified by local media.

In the event that pupil instruction days have been cancelled due to conditions not within the control of the Board, instructional days shall be rescheduled as necessary to insure that the district is in compliance with state law and will not incur a loss of State Aid. If it is necessary, the Association and the Board shall negotiate any make-up dates.

**ARTICLE XIX  
SCHOOL CALENDAR**

For the term of this Agreement, the school calendar shall be set forth in, Appendix A.1 – 2008-09, A.2- 2009-10, and A.3 2010-11; A.4 2011-12; A.5 2012-13. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

**ARTICLE XX  
PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendixes B.1-B.6, which are attached to and incorporated in this Agreement. Such Salary Schedule shall remain in effect during the designated periods.
- B. The Board may place a newly employed teacher on any step of the salary schedule regardless of the number of years of previously acquired teaching experience; provided, however, that in no event shall any newly employed teacher be placed on a salary step which exceeds previously acquired teaching experience.

After consultation with, and written notification to the Association, the Board may pay a salary which exceeds previously acquired teaching experience to vocationally certified employees.

- C. Teachers involved in extra duty assignments will be compensated as set forth in Appendix B.3 which is attached to and incorporated in this Agreement without deviation. No teacher will be required to participate in extra duty assignments as listed in Appendix B.3.
- D. Upon request, any teacher who has accumulated over sixty (60) days of personal leave shall be given the sum of Eighty and 00/100 (\$80.00) Dollars per each unused day over sixty (60), payable on the 21st paycheck at the end of the school year. The teacher may receive such incentive for up to twelve (12) days per year. Any teacher who is at least 55 years old or has 25 years of service in the District shall annually have the option of converting personal leave days into paid vacation days in accordance with the conversion formula agreed upon by the parties. The pay for the vacation days not worked will be paid into a 403(b) account as deferred compensation.
- E. A teacher terminating employment after fifteen (15) years shall be compensated the sum of Eighty and 00/100 (\$80.00) Dollars for each accumulated personal leave day.
- F. Retirement. Any teacher who attains the age of seventy (70) years during the school year must retire at the close of the school year, provided that any teacher may be employed after retirement on a year-to-year basis upon agreement between the Board and the teacher.

**ARTICLE XXI  
INSURANCE PROTECTION**

- A. The Board shall provide all insurance benefits listed in Section A. for a full twelve-month period of each school year for all teachers in the bargaining unit, except for those teachers electing benefits under Section B. below. Such benefits shall be provided, without cost to the teachers, to each teacher and his/her dependents, as defined by MESSA.
  - 1a. MESSA (Choices II) with Saver RX with \$300/\$600 deductible and \$10/\$25/\$50 Office. When appropriate MESSA Super Med I or MESSA Limited Medicare Supplement and Medicare, Part B, premium shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible

for Medicare. This election would be allowed annually at the open enrollment.

- 1b. It is agreed that the district shall establish a fund to reimburse \$10 of the \$20 copay when there is no generic form of the prescription. The fund is to be administered by a third-party administrator selected by Local One/CEA.

During 2011-2012 and 2012-2013 if the cost increase for MESSA Choices II insurance increases more than 5% over the per member costs for fiscal 2010-2011, the parties agree that they will negotiate how to lower the cost increase to 5% or less. The parties agree that there will be no change in the agreed upon MESSA benefits, including cost sharing, without both parties written consent after good faith negotiations..

- 2a. MESSA/Delta Dental Plan 6711-0002, I-50/II-50/III-50/IV-50  
Annual Maximum I, II, III, \$1,000, Lifetime Max Class IV: \$1,000, no adult orthodontics, or sealants, cleanings 2 per year, coordination of benefits included.
- 2b. MESSA/Delta Dental Plan 6711-0001, I-80/II-80/III-80/IV-80  
Annual Maximum I, II, III, \$1,200, Lifetime Max Class IV: \$1,200, no adult orthodontics, or sealants, cleanings 2 per year, no coordination of benefits.
3. MESSA Term Life Insurance in the amount of Sixty Thousand Dollars (\$60,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
4. MESSA Plan VSP-2 Silver Vision Insurance including internal and external coordination of benefits.

B. Teachers not electing insurance benefits as described in Section A above shall be provided by the Board with the following insurance benefits, for a full twelve month period of each school year. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Section A above, and his/her eligible dependents, as defined by MESSA:

- 1a. Three thousand dollars (\$3,000.00) annually, in monthly payments of two hundred and fifty dollars (\$250.00) for each year that the employee elects to opt out of health care coverage.
- 2a. MESSA/Delta Dental Plan 6711-0004, I-50/II-50/III-50/IV-50  
Annual Maximum I, II, III, \$1,000, Lifetime Max Class IV: \$1,000, no adult orthodontics, or sealants, cleanings 2 per year, coordination of benefits included.
- 2b. MESSA/Delta Dental Plan 6711-0003, I-80/II-80/III-80/IV-80  
Annual Maximum I, II, III, \$1,500 Lifetime Max Class IV: \$1,500, no adult orthodontics, or sealants, cleanings 2 per year, no coordination of benefits.
3. MESSA Term Life Insurance in the amount of Seventy-Five Thousand Dollars (\$75,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

4. MESSA Dependent Term Life Insurance in the amount of Ten Thousand Dollars (\$10,000.00) for each teacher's spouse and Five Thousand Dollars (\$5,000.00) for each dependent child as defined by MESSA.
  5. MESSA Plan VSP-3-Gold Vision Insurance including internal and external coordination of benefits.
- C. The Board shall provide, without cost to the teachers MESSA Plan II Long-Term Disability Insurance for each teacher. Benefits shall be paid at Sixty-six and two-thirds percent (66 2/3%) salary to a monthly maximum of Five Thousand Dollars \$5000.00 and shall begin after expiration of ninety (90) calendar days. Benefits will continue at no cost to the teacher in the event of total disability.
- Any teacher who has exhausted his/her accumulated bank of leave days and has been ill for forty-five (45) or more consecutive days, and who otherwise qualifies under the Long-Term Income Protection Plan as above provided, shall be eligible to receive the difference between the substitute's daily rate and his/her daily rate for each workday she/he is absent. A teacher's eligibility to receive the above pay differential shall exist and be limited to between the 45th day and the 90th day of illness, excluding the summer vacation when school is not in session.
- D. The Board may solicit quotes for identical health coverage from MESSA and Blue Cross. If total cost savings between the packages exceeds five percent (5%), the least expensive bid will be accepted. Bids may be solicited annually.
  - E. Upon retirement a teacher who elects to drop insurance coverage promised by the District shall receive \$200.00. This payment is offered to discourage double coverage and additional cost to the District.
  - G. National Health Insurance - In the event a National Health Insurance program is enacted that would affect the benefits in this Agreement, or there is a change in the tax status of benefits that would adversely affect bargaining unit members, the parties agree to meet to negotiate over the impact of change.

## **ARTICLE XXII SPECIAL AND STUDENT TEACHING ASSIGNMENTS**

- A. Assignments for the Adult Education, Driver Education and Summer School Programs will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. Every attempt will be made to avoid split shifts and assignments for teaching less than two (2) hours per day. Teachers shall be compensated for teaching in any such programs at the rate established within this Agreement.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 6:30 AM (except in an emergency) to report unavailability.
- C. Supervision of student teachers shall be a voluntary assignment. A teacher must request to supervise a student teacher. Such teacher must also file with the personnel office an application at least forty-five (45) days prior to assignment to said student teacher. A copy of the application shall be forwarded to the

Association President at the time of request. No teacher shall be permitted to supervise more than one (1) student teacher during the school year.

- D. Arrangement for disbursement of monies for student teacher supervisors will be made consistent with sponsoring university policies.

### **ARTICLE XXIII STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. A committee may be formed to review or develop and recommend a disciplinary policy to the Board of Education. The committee shall consist of four (4) teachers to be selected by the Association and four (4) representatives to be selected by the Board of Education.
- B. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to see that these proper attentions are brought to bear, limited only by the facilities available and following proper referral procedures.
- C. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- D. A teacher may temporarily exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. At the teacher's request, the pupil shall not be returned to the class until after there has been an opportunity for a consultation with or a written reply to the teacher by the administrator.
- E. Procedures for suspension of students shall be available to any teacher upon request in the office of the principal. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. Transfer of the student to another teacher or other measures short of suspension, should be exhausted first.
- F. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel if necessary to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- G. 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, and while following established Board policy as given to the teacher at the beginning of the school year, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

- H. Time lost by a teacher in connection with incidents arising from the discharge of his/her duties shall not be charged against the teacher.
- I. No action shall be taken upon any complaint by a student or a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.
- J. A written up-to-date statement by the Board, governing discipline of students shall be publicized to all teachers no later than the first week of each school year.

**ARTICLE XXIV  
PROFESSIONAL GRIEVANCE PROCEDURE**

**A. DEFINITIONS**

- 1. A "grievance" is a complaint about an act or condition which affects the welfare or working conditions of a teacher or group of teachers, or a complaint that there has been a violation, misrepresentation or misapplication of any provision of this Agreement.
- 2. An "aggrieved person" shall mean the person or persons making the complaint, either individually or through the Association.
- 3. A "party in interest" shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- 4. The term "days" when used in this Article shall mean calendar days. Such definition shall apply year round, including the summer. Meetings shall not be held on weekends or holidays.

**B. PURPOSE**

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceeding independently as described in Article II-B of this Agreement.

**C. STRUCTURE**

- 1. The Association shall establish a Professional Rights and Responsibilities Committee (P.R. and R. Committee), which shall serve as the Association's Grievance Committee.
- 2. In the event that any Building Representative or any member of the P.R. and R. Committee is a party in interest to any grievance, he/she shall be disqualified from serving in any representative capacity in connection with that grievance.

**D. GENERAL**

- 1. The number of days indicated at each level of the Grievance Procedure should be considered as maximum, and every effort should be made to

expedite the grievance process. Any time limits may be extended by mutual consent in writing.

2. If a grievance is filed on or **after June 1**, and if failure to resolve it before the beginning of the next school year could result in irreparable harm to any party in interest, the Grievance Procedure time limits shall be reduced in order to speed the procedure, and try to arrive at a solution prior to the end of the school year or as soon thereafter as is practicable.
3. The failure of an aggrieved person to proceed from one level of the Grievance Procedure to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
4. The failure of an Administrator to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or the Professional Rights and Responsibilities Committee to proceed to the next level in the Grievance Procedure.
5. It shall be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties. Only in the event it is mutually agreed by the aggrieved person, a representative of the Association and the Board (through a designated representative) shall grievance proceedings be held during regular working hours.

In such event, a teacher participating in such proceedings as a party in interest or as a proper representative of the Association shall be released from assigned duties without loss of salary to the extent required for such participation in actual meetings with the Board or its designated representative.

6. The following matters shall not be the basis of any grievance filed and/or processed under the Professional Grievance Procedure of this Agreement.
  - (a) The failure to re-employ any probationary teacher unless the evaluation process has not been followed.
  - (b) A teacher who elects to proceed under the provisions of any other remedial procedure or form established by law or regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act, shall be exclusive and the Grievance Procedure of the Contract shall not apply.

#### E. PROCEDURE

##### 1. **Level One**

A teacher who has a complaint which he/she believes may be the basis of a grievance shall discuss the matter with his/her immediate supervisor or principal, whoever is more directly concerned with the problem, to try to resolve the matter. The teacher may have with him/her a Building representative. Such a complaint shall be brought to the attention of the Administration in writing with a request for a meeting within twenty (20)

days of the occurrence or the time when the grievant should reasonably have known of the occurrence of the alleged grievance.

The teacher may have the assistance of a representative of the Association in writing this grievance. Arrangements shall be made by the Administrator to hold such a meeting within five (5) days after receipt of the teacher's request, and the Administrator's written answer shall be given within five (5) days after the meeting with a copy to the Association.

2. **Level Two**

(a) If the complaint is not satisfactorily resolved at Level One, the teacher may within ten (10) days of receipt of the written answer file the grievance with the Association's PR&R Committee.

(b) Within five (5) days of receipt of the grievance, the P.R. and R. Committee shall decide whether or not there is merit to the grievance, and if the Committee decides that there is no merit to the grievance, and so notifies the Aggrieved Person's Building Administrator, he/she may, if he/she wishes, proceed under Article II-B of this Agreement. If the Committee decides there is merit to the grievance, it shall, within five (5) days of receipt of the grievance, so notify the Superintendent in writing with a copy of the Grievance attached. Within ten (10) days of receipt of the grievance by the Superintendent, he/she or his/her duly designated representative shall meet with the Chairperson of the P.R. and R. Committee and the Aggrieved Person, and within five (5) days thereafter furnish the P.R. and R. Committee and the Aggrieved Person a written answer.

3. **Level Three**

If the Association is not satisfied with the disposition of the grievance at Level Two, the grievance shall, to the extent permitted by law, be submitted to arbitration before an impartial arbitrator within ten (10) days. If the parties cannot agree as to the arbitrator, he/she shall be appointed under the rules of the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor shall he/she have any power to base any finding, opinion or award on the interpretation or application of any law erroneously. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid by the losing party.

F. **MISCELLANEOUS**

1. Any party in interest may be represented at any meeting held pursuant to the provisions of Levels Two and Three, but no teacher may under any circumstances be represented by an officer, agent or other representative of any other teacher organization than the Association and only the Association may take a case to Arbitration.
2. No reprisal of any kind shall be taken by or against any party in interest in the Grievance Procedure by reason of participation in the Grievance Procedure.



3. Grievance forms shall be designated, pursuant to the foregoing, by the Chairperson of the P.R. and R. Committee and the Superintendent, and shall be appropriately distributed so as to be available in each building for use as needed.
4. The discharge or termination of service before the expiration of a probationary teacher's contract is a proper subject for grievance under this Article.

#### **ARTICLE XXV IN-SERVICE PROFESSIONAL EDUCATION**

The Board recognizes that to be of value, program enrichment (in-service) education must meet the needs and desires of all levels of teachers.

Program enrichment (in-service) education will be scheduled through the Administration during the school year on an as needed basis. Such program enrichment education will be scheduled during the regular school days and within the bounds of the school calendar (Appendix A.1, A.2, A.3)

#### **ARTICLE XXVI CURRICULUM**

Teachers shall have input to curriculum matters and representation on the Curriculum Council in accordance with Board Policy.

It is agreed that up to three (3) high school students may be placed in an Adult Education Vocational Class if said class is not offered as a regular high school class.

#### **ARTICLE XXVII SCHOOL IMPROVEMENT PLAN**

The parties of this agreement are aware that legislation and state department rules are presently pending that may make it advisable to adopt a "school improvement plan", and/or a "site-based decision making" plan. During the life of this agreement, either party may notify the other that it wishes to negotiate over such a plan or plans. Upon notification, the parties agree to commence bargaining on the subject within thirty (30) days.

#### **ARTICLE XXVIII MENTOR TEACHERS**

*The district will assign mentors to the probationary teachers. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the school code and shall perform the duties of a master teacher as specified in the code with the following provisions:*

1. *Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher.*
2. *A mentor teacher shall be a certified teacher or a bargaining unit member. Bargaining unit members shall be given first consideration to serve as mentor teachers.*
3. *The purpose of the mentor teacher is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.*

4. *Participation as a mentor teacher shall be voluntary.*
5. *Efforts will be made to match mentor teachers with mentees who work in the same building and have the same area of certification.*
6. *A mentor teacher shall be assigned to only one (1) mentee.*
7. *The mentor teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years.*
8. *Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.*
9. *Where possible, the mentor and the mentee shall be assigned common preparation time and, where there is mutual agreement between the Association and the district, released time will be given for mentee and mentor teachers with approval of the supervisor.*
10. *Bargaining unit members who volunteer as a mentor shall receive a yearly stipend of \$450.00.*

#### **ARTICLE XXIX GRADE CHANGE PROCEDURE**

The Clintondale Community Schools will adhere to the following policy regarding changing of student grades:

No one is allowed to change a grade given to a pupil by a teacher unless one of the following occurs:

1. The teacher who gave the grade to the pupil is informed of the reason(s) why the grade should be changed, and the teacher concurs in the grade change.
2. If a teacher who gave the grade does not concur in the grade change proposed, and a request of change is made to the principal in writing within thirty (30) days after the pupil received the grade, the principal may decide to have a panel review the matter. Said panel shall consist of five (5) members chosen as follows:
  - a. Three teachers to be chosen by the Superintendent, one from each school level.
  - b. One Board Member to be chosen by the President of Board of Education.
  - c. The Superintendent or his designee.

If a majority of the review panel approves the grade change, and the teacher involved does not appeal the panel's decision, said decision shall stand.

3. If the teacher involved appeals the decision of the review panel within thirty (30) days to the full Board, and majority of the Board members approve the grade change at a meeting of the Board at which the reasons for changing the grade are reviewed, the grade change shall be final.

**APPENDIX A.1  
CLINTONDALE COMMUNITY SCHOOLS  
SCHOOL CALENDAR 2008-2009\***

**FIRST SEMESTER**

Wednesday, August 27, 2008	First Teacher Day
Tuesday, September 7, 2008	First Student Day
Wednesday, November 26, 2008	Thanksgiving Break – Schools Closed at end of day
Monday, December 1, 2008	Schools Re-Open
Friday, December 19, 2008	Christmas break – Schools Closed at end of day
Monday, January 5, 2009	Schools Re-Open
Monday, January 19, 2009	Martin Luther King Day – Schools Closed
Friday, January 23, 2009	Last Day of First Semester
Monday, January 26, 2009	Teachers' Record Day

**SECOND SEMESTER**

Tuesday, January 27, 2009	First Day of Second Semester
Monday, February 16, 2009	Presidents' Holiday – Schools Closed
Thursday, April 9, 2009	Easter Vacation – Schools Closed at end of day
Monday, April 20, 2009	Schools Re-Open
Monday, May 25, 2009	Memorial Day – Schools Closed
Thursday, June 11, 2009	Last Pupil Day
Friday, June 12, 2009	Last Teacher Day

181 Student Days (91/90)

185 Teacher Days (94/91)

\*If there is a change in the school calendar, all personnel will be notified.

\*\*If parent/teacher conferences are to be scheduled at a time other than during the designated week, teachers will be notified two weeks prior to the date(s) of these conferences.

During the last week of school in June the schools will be scheduled for three 1/2 days for students (full day for teachers) for exams and/or records.

**APPENDIX A.2  
CLINTONDALE COMMUNITY SCHOOLS  
SCHOOL CALENDAR 2009-2010\***

**FIRST SEMESTER**

Tuesday, September 2, 2009	First Teacher Day
Tuesday, September 8, 2009	First Student Day
Wednesday, November 25, 2009	Thanksgiving Break – Schools Closed at end of day
Monday, November 30, 2009	Schools Re-Open
Friday, December 18, 2009	Christmas break – Schools Closed at end of day
Monday, January 4, 2010	Schools Re-Open
Monday, January 18, 2010	Martin Luther King Day – Schools Closed
Friday, January 29, 2010	Last Day of First Semester
Monday, February 1, 2010	Teachers' Record Day

**SECOND SEMESTER**

Tuesday, February 2, 2010	First Day of Second Semester
Monday, February 15, 2010	Presidents' Holiday – Schools Closed
Thursday, April 1, 2010	Easter Vacation – Schools Closed at end of day
Monday, April 12, 2010	Schools Re-Open
Monday, May 31, 2010	Memorial Day – Schools Closed
Thursday, June 17, 2010	Last Pupil Day
Friday, June 18, 2010	Last Teacher Day

181 Student Days (91/90)

185 Teacher Days (94/91)

\*If there is a change in the school calendar, all personnel will be notified.

\*\*If parent/teacher conferences are to be scheduled at a time other than during the designated week, teachers will be notified two weeks prior to the date(s) of these conferences.

During the last week of school in June the schools will be scheduled for three 1/2 days for students (full day for teachers) for exams and/or records.

**APPENDIX A.3  
CLINTONDALE COMMUNITY SCHOOLS  
SCHOOL CALENDAR 2010-2011\***

**FIRST SEMESTER**

Wednesday, September 1, 2010	First Teacher Day
Tuesday, September 7, 2010	First Student Day
Wednesday, November 24, 2010	Thanksgiving Break – Schools Closed at end of day
Monday, November 29, 2010	Schools Re-Open
Friday, December 22, 2010	Christmas break – Schools Closed at end of day
Monday, January 3, 2011	Schools Re-Open
Monday, January 17, 2011	Martin Luther King Day – Schools Closed
Friday, January 24, 2011	Last Day of First Semester
Monday, January 31, 2011	Teachers' Record Day

**SECOND SEMESTER**

Tuesday, February 1, 2011	First Day of Second Semester
Monday, February 21, 2011	Presidents' Holiday – Schools Closed
Friday, April 1, 2011	Spring Break – Schools Closed at end of day
Monday, April 11, 2011	Schools Re-Open
Thursday, April 21, 2011	Easter break – Schools Closed at end of day
Monday, April 25, 2011	Schools Re-Open
Monday, May 30, 2011	Memorial Day – Schools Closed
Monday, June 13, 2011	Last Pupil Day
Tuesday, June 14, 2011	Last Teacher Day

181 Student Days (94/87)

185 Teacher Days (97/88)

\*If there is a change in the school calendar, all personnel will be notified.

\*\*If parent/teacher conferences are to be scheduled at a time other than during the designated week, teachers will be notified two weeks prior to the date(s) of these conferences.

During the last week of school in June the schools will be scheduled for three 1/2 days for students (full day for teachers) for exams and/or records.

**APPENDIX A.4  
CLINTONDALE COMMUNITY SCHOOLS  
SCHOOL CALENDAR 2011-2012\***

**FIRST SEMESTER**

Wednesday, August 31, 2011	First Teacher Day
Tuesday, September 6, 2011	First Student Day
Wednesday, November 23, 2011	Thanksgiving Break – Schools Closed at end of day
Monday, November 28, 2011	Schools Re-Open
Thursday, December 22, 2011	Christmas break – Schools Closed at end of day
Tuesday, January 3, 2012	Schools Re-Open
Monday, January 16, 2012	Martin Luther King Day – Schools Closed
Friday, January 20, 2012	Last Day of First Semester
Monday, January 23, 2012	Teachers' Record Day

**SECOND SEMESTER**

Tuesday, January 24, 2012	First Day of Second Semester
Monday, February 20, 2012	Presidents' Holiday – Schools Closed
Thursday, March 29, 2012	Spring Break – Schools Closed at end of day
Monday, April 9, 2012	Schools Re-Open
Monday, May 28, 2012	Memorial Day – Schools Closed
Friday, June 8, 2012	Last Pupil Day
Monday, June 11, 2012	Last Teacher Day

181 Student Days (89/91)

185 Teacher Days (92/93)

\*If there is a change in the school calendar, all personnel will be notified.

\*\*If parent/teacher conferences are to be scheduled at a time other than during the designated week, teachers will be notified two weeks prior to the date(s) of these conferences.

During the last week of school in June the schools will be scheduled for three 1/2 days for students (full day for teachers) for exams and/or records.

**APPENDIX A.5  
CLINTONDALE COMMUNITY SCHOOLS  
SCHOOL CALENDAR 2012-2013\***

**The 2012-2013 calendar will follow the same format as the 2011-12 calendar.**

**APPENDIX B.1  
2007/08 SALARY SCHEDULE  
2<sup>nd</sup> Semester**

<b>STEP</b>	<b>BA</b>	<b>BA 20</b>	<b>MA</b>	<b>MA 15</b>	<b>MA 30</b>	<b>SPEC</b>	<b>DOCT</b>
0	37,028	37,890	40,241	41,979	43,024	43,617	44,221
1	39,182	40,004	42,356	44,094	44,324	45,733	46,336
2	43,478	44,295	47,359	49,101	50,140	50,736	51,336
3	45,400	46,269	50,044	51,784	52,819	53,420	54,018
4	47,721	48,590	52,727	54,464	55,508	56,103	56,705
5	50,044	50,918	56,299	58,035	59,074	59,678	60,276
6	52,727	53,594	60,237	62,492	63,011	63,609	64,208
7	55,944	56,827	64,164	65,898	66,941	67,543	68,139
8	59,159	60,029	68,992	70,729	71,767	72,363	72,964
9	63,056	63,597	73,819	75,552	76,542	77,193	77,796
10	67,537	68,421	82,009	83,778	84,841	85,451	86,065

**1% increase**

College credit hours and Degrees must be delivered to the Board Personnel Office no later than **October 1**, in order to receive pay therefore.

Sport Supplementals will be paid on the first pay after that season is completed.

Other Supplementals will be paid twice yearly, January and June.

Separate checks must be made out for all Supplementals.

**TEACHER STATE RETIREMENT**

The Board agrees to pay the Teachers' State Retirement Contribution to the Michigan Public Schools' Employees' Retirement System at the state-mandated percent of the salaries set forth in this schedule.



**APPENDIX B.2**  
**2008/09 to 2013 SALARY SCHEDULE**

***The salary schedule shown above as the second semester schedule for the 2007-2008 school year will be in place for the term on this contract as there has been no increases to said schedule for that period agreed to by the parties for its term. During the 2008-2009, 2009-2010 and 2010-2011 school years there was normal step movement but no increase in the salary schedule for any year.***

***In 2011-2012 there will be a step freeze. However all bargaining unit members will be paid .5% off schedule. Also in 2011-2012 \$500.00 will be added to each of the following longevity steps 25,30, and 35.***

***2012-2013 There will be normal step movement but 0% increase on-schedules. Also in 2012 -2013 another \$500, will be added to the longevity payments of those at longevity steps 25, 30 and 35.***

## **COST OF LIVING ADJUSTMENT (C.O.L.A.)**

Each teacher shall receive a cost of living adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100) and hereafter referred to as the CPI. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase, - rounded to the nearest one-tenth of one percent - of the CPI, multiplied by the appropriate salary steps as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April, \_\_\_\_\_. The resulting amount of money shall then be paid, rounded to the nearest \$1.00 to each teacher no later than June 30, \_\_\_\_\_. Such payment shall be made a part of the teacher's regular \_\_\_\_\_ salary and folded into the \_\_\_\_\_ salary schedule, but shall be paid by a check separate from the teacher's regular paycheck. The limit of the increase from this computation shall be 0%.

In the event the teacher does not complete the school year or is employed for less than the full school year, the cost of living adjustment shall be prorated based upon a ratio of the number of workdays such teacher worked to 185 workdays multiplied by the cost of living adjustment.

## **SALARY PLACEMENT**

"University" shall be defined to mean any institution which is empowered by a law to grant Baccalaureate or Advanced Degrees.

**BACHELORS + 20 HOURS** - A teacher who has completed at least twenty (20) semester hours of university approved graduate study in his/her area of certificated endorsement or area of responsibility beyond a Bachelors Degree shall be placed on the B.A. + 20 salary scale. If said hours are outside of the teacher's area of certificated endorsement or are not part of the university approved advanced degree program, a teacher who is seeking to qualify under this provision shall obtain the prior approval of the Superintendent or designee for such hours. Undergraduate hours which are part of an advanced degree plan or program beyond the B.A. may be included within the twenty (20) hours. In addition, hours earned by a teacher beyond a Bachelors Degree which have been required by the School District and for which prior approval has been granted by the Superintendent shall qualify as part of the required twenty (20) hours under this provision.

**MASTERS + 15 HOURS** - A teacher who has completed at least fifteen (15) semester hours of university approved graduate study in his/her area of certificated endorsement or area of responsibility beyond a Masters Degree shall be placed on the M.A. + 15 salary scale. If said hours are outside of the teacher's area of certificated endorsement or are not part of a university approved advanced degree program, a teacher who is seeking to qualify under this provision shall obtain the prior approval of the Superintendent or designee for such hours.

Undergraduate hours which are part of an advanced degree plan or program beyond the M.A. may be included within the fifteen (15) hours. In addition, hours earned by a teacher beyond a Masters Degree which have been required by the School District and for which prior approval has been granted by the Superintendent shall qualify as part of the required fifteen (15) hours under this provision.

**MASTERS + 30 HOURS** - A teacher who has completed at least thirty (30) semester hours of university approved graduate study in his/her area of certificated endorsement, area of responsibility, or toward an advanced degree beyond a Masters Degree, which may include a second Masters Degree, shall be placed on the M.A. + 30 endorsement or are not part of a university approved advanced degree program, a teacher who is seeking to qualify under this

provision shall obtain the prior approval of the Superintendent for such hours. Undergraduate hours which are part of an advanced degree plan or program beyond the M.A. shall be included provided said course is approved by the Superintendent or designee within the thirty (30) hours. In addition, hours earned by a teacher beyond a Masters Degree which have been required by the School District and for which prior approval has been granted by the Superintendent or designee shall qualify as part of the required thirty (30) hours under this provision.

**APPENDIX B.3 –Salary Schedule For Special Areas**

Any teacher placed on the B.A. + 20, M.A. +15, and the M.A. + 30 salary schedules prior to **September 1, 1979**, shall not be subjected to the above qualifying provisions while in their present salary lane.

Bargaining unit members who acquire a Juris Doctorate or Doctor of Divinity Degree after **August 31, 1993** shall not qualify for compensation on the Doctorate Schedule.

**SALARY SCHEDULE FOR SPECIAL AREAS**

<i>2008-09</i>	<i>\$23.00 per hour</i>
<i>2009-10</i>	<i>\$23.00 per hour</i>
<i>2010-11</i>	<i>\$23.00 per hour</i>
<i>2011-12</i>	<i>\$23.00 per hour</i>
<i>2012-13</i>	<i>\$23.00 per hour</i>

*(See Page 8 Item C)*

**SUMMER SCHOOL**

Credit Courses by certified personnel	<b><u>(See above)</u></b>
Reading	<b><u>(See above)</u></b>

**DRIVER EDUCATION** **(See above)**

**ADULT EDUCATION**  
Credit Courses by certified personnel **(See above)**

**CURRICULUM AND COMMITTEE WORK**

Any teacher undertaking an assignment in excess of the school day whose assignment is not otherwise compensated herein by supplemental pay shall be paid a sum of **(see above)**.

**OTHER ASSIGNMENTS**

Any teacher undertaking an assignment in excess of the school year whose assignment is not otherwise compensated herein by supplemental pay shall be paid a weekly sum of 1/40th of his/her teaching salary.

## **LONGEVITY PAY**

The Board of Education agrees to pay non-cumulative longevity pay to teachers in the amount of:

\$1000 after **10** years of service with  
Clintondale Community Schools

\$2000 after **15** years of service with  
Clintondale Community Schools

\$2600 after **20** years of service with  
Clintondale Community Schools

\$3200 after **25** years of service with  
Clintondale Community Schools

\$3700 after **30** years of service with  
Clintondale Community Schools

\$4300 after **35** years of service with  
Clintondale Community Schools

**2011-2012** – For this year, \$500 longevity added to longevity steps 25 years, 30 years and 35 years.

**2012-2013** – For this year, an additional \$500 longevity added to longevity steps 25 years, 30 years and 35 years.

**After 2012-13** – Longevity step increase of \$500 for 2-11-12 school year and \$500 for 2012-13 school year do not continue after 2012-13 school year unless agreed upon by both parties.

Commencing with the 2003-2004 contract year, longevity shall be paid on the last pay of the anniversary month of a teacher per the above schedule. Years of service does not include time on layoff or unpaid leaves of absence.

In order to change from longevity payment in June to anniversary date of employment or in the event of termination of employment prior to said anniversary date a pro-rated payment will be made.

**APPENDIX B.4 - SALARY SCHEDULE cont.**

**Up to a maximum of seven (7) years coaching experience in the same sport outside the district will be allowed.**

<u><b>ATHLETICS</b></u>	<u><b>PERCENTAGES</b></u>
<b>A. <u>COACHING, HIGH SCHOOL</u></b>	
Football, Varsity - Head Coach .....	12
Football, Varsity - Assistant Coach .....	9
Football Junior Varsity .....	8
Football Freshman .....	7
Basketball, Varsity Head Coach .....	12
Basketball, Junior Varsity .....	8
Basketball, Freshman .....	7
Basketball, Women's Varsity Coach .....	12
Basketball, Women's Junior Varsity Coach .....	8
Baseball, Varsity Head Coach .....	9
Baseball, Junior Varsity .....	6
Baseball, Freshman .....	5
Softball, Varsity .....	9
Softball, Junior Varsity .....	6
Track, Varsity - Head Coach - Boys & Girls .....	9
Track, Varsity - Asst. Coach - Boys & Girls .....	6
Golf, Head Coach .....	5
Cross Country - Head Coach .....	9
Wrestling - Head Coach .....	12
Wrestling - Assistant Coach .....	9
Swimming Coach .....	9
Tennis Coach .....	6
Gymnastics, Head Coach .....	8
Gymnastics, Assistant Coach .....	6
Cheerleader Coach .....	10
Pom Pon Coach .....	5
Flag Core Coach .....	5
Volleyball Coach, Varsity .....	9
Volleyball Coach, Junior Varsity .....	6
Volleyball Coach, Freshman .....	5
 <b>B. <u>COACHING, MIDDLE SCHOOL</u></b>	
Football - Head Coach .....	6
Football - Assistant Coach .....	5
Basketball - Grade 8 .....	6
Basketball - Grade 7 .....	6
Track - Head Coach – Boys & Girls .....	6
Track - Assistant Coach Boys & Girls .....	5
Volleyball - Head Coach .....	5
Wrestling Head Coach .....	6
Wrestling – Assistant Coach .....	5
Gymnastics Coach .....	4
Cheerleader Coach .....	5
 <b>C. <u>COACHING, ELEMENTARY</u></b>	
Football . . . . .	3
Basketball .....	3
Gymnastics .....	3

**ACTIVITIES**

**PERCENTAGES**

D. HIGH SCHOOL

- \*Student Council Advisor ..... 8
- Yearbook Advisor ..... 6
- \*\*Drama Advisor ..... 6
- Music - Instrumental, including concerts, marching band and pep band ..... 12
- Music Concerts - Vocal ..... 5
- Class Sponsors:
  - Senior ..... 5
  - Junior ..... 5
  - Sophomore ..... 2
  - Freshman . ..... 2
- Pep Club Sponsor ..... 3
- Club Sponsors ..... 2
- Newspaper Sponsor ..... 5
- \*Department Heads ..... 4
- Debate Sponsor ..... 5
- Quiz Bowl ..... 5
- Science Olympiad ..... 6
- Key Club ..... 2
- Honor Society, Art Club, Key Club ..... 2

E. MIDDLE SCHOOL

- Student Council Advisor ..... 6
- Music Concerts - Instrumental ..... 6
- Music Concerts - Vocal ..... 4
- Club Sponsors ..... 2
- \*Department Heads ..... 5
- Yearbook Advisor ..... 4
- Drama: (Two [2%] percent if offered as a class,  
five [5%] percent if held as a complete  
after school activity) ..... 5
- Science Olympiad Coach ..... 5

F. ELEMENTARY

- Music - Instrumental ..... 4
- Music - Vocal ..... 3
- Service Squad ..... 2
- Safety Patrol ..... 3
- Camping ..... 2
- Science Olympiad Coach ..... 5
- Other activities authorized by Board of Education,  
including student council, newspaper, etc..... 1

G. OTHER

- Driver Education Coordinator - \$275.00 per semester
- Computer Coordinators - \$750.00 per Semester

Remuneration (annual) for a given assignment bears a percentage relationship to the appropriate level on the Bachelor's Schedule. The appropriate level is represented by the teacher's previous years of experience in directing a given activity in the Clintondale Schools, plus credit for outside experience, up to seven (7) years.


\*If release time is provided, the supplemental pay percentage is not applicable.


\*\*Includes fall and spring student productions.

**ARTICLE XXX  
DURATION OF AGREEMENT**

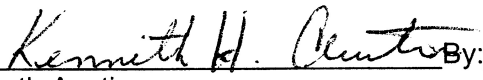
This agreement shall be effective from September 1, 2008, and shall continue in effect until midnight, August 31, 2013.

**BOARD OF EDUCATION  
CLINTONDALE COMMUNITY SCHOOLS DISTRICT**

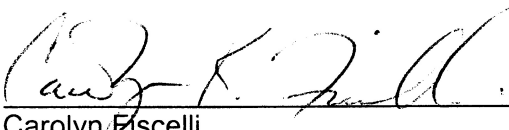
By:   
\_\_\_\_\_  
Jason Davidson  
President

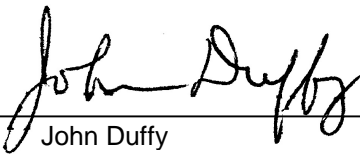
By:   
\_\_\_\_\_  
Mark Titus  
Secretary

**MEA-NEA LOCAL 1  
EDUCATION ASSOCIATION**

By:   
\_\_\_\_\_  
Kenneth Austin  
Association President

By:   
\_\_\_\_\_  
Daniel Hoekenga  
Executive Director

By:   
\_\_\_\_\_  
Carolyn Fiscelli  
Association Secretary

By:   
\_\_\_\_\_  
John Duffy  
President, MEA-NEA Local I

Ratified by the MEA-NEA Local I  
On December 10, 2010 and the Board of Education

## LETTER OF UNDERSTANDING

### Calendar 2001-2002 and 2002-2003

The parties agree to meet by June 1, 2001 to discuss and resolve the change in the calendar for the 2001-2002 and 2002-2003 school years for the purpose of adjusting the student day count to 181 and the teacher day count to 185.

### Calendar 2001-2003

#### 2001-2002 Calendar

February 19-22	Schools Closed Students and teachers do not report
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#### 2002- 2003 Calendar

February 18-19	Schools Closed Students and teachers do not report
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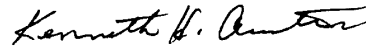
LETTER OF UNDERSTANDING

The Association and Board agree the LTD provision may be adjusted from 90 to 60 days if the adjustment is favorable to the District and does not adversely affect bargaining unit members.



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Frank Marella



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Ken Austin

Dated: May 25, 2001

LETTER OF UNDERSTANDING

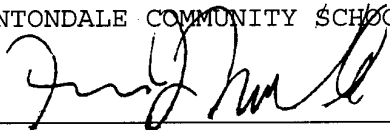
EXTRA CURRICULAR SALARY COMMITTEE

A committee shall be established before October 1, 2001, for the purpose of reviewing and making possible additions/deletions/adjustments to the extra curricular salary schedules (Appendix B Pages 54 & 55 of the 2000-2003 Master Agreement.) The Extra Curricular Salary Review Committee will consist of three (3) elementary, (3) middle school and three (3) high school teachers (appointed by the Association President), the Association President or designee, and no more than ten (10) administrators appointed by the Board.

The Superintendent and Association President (or their designees) shall co-chair the committee, and shall mutually agree to the committee's recommendations. The first meeting of the committee shall be called no later than November 1, 2001. The committee will have a recommendation ready for approval by the Board and Association Representative Council no later than June 1, 2002.

BOARD OF EDUCATION OF THE  
CLINTONDALE COMMUNITY SCHOOLS

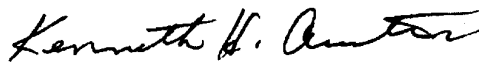
BY



DATE: 5-25-01

MEA-NEA LOCAL 1, CLINTONDALE

BY

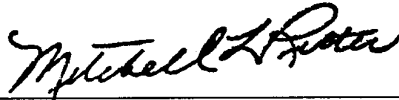


DATE: 5-25-01

LETTER OF CLARIFICATION

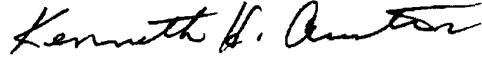
MIDDLE SCHOOL TEACHERS' DAY  
TO COINCIDE WITH THE STUDENT  
DAY (ORIGINATED -AUGUST 2001)  
FINALIZED AUGUST 2003

The Association and Board agree that due to increased instructional time at the middle school and an inability to provide a full planning period at the middle school these teachers' day will coincide with the student day.



---

Mitchell L. Ritter  
Assistant Superintendent



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Ken Austin  
Association President

Dated: August 5, 2003

**LETTER OF UNDERSTANDING**

Between

MEA-NEA LOCAL 1, CLINTONDALE

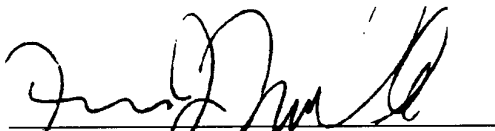
And

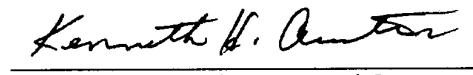
CLINTONDALE BOARD OF EDUCATION

Clintondale Virtual High School

On January 10, 2001, the Clintondale Board of Education instituted a "virtual high school" through their Adult Education Program. The parties to this Letter of Understanding agree to the following:

1. Any Clintondale District Student enrolled full time at Clintondale Schools shall be eligible to take virtual classes.
2. Should a bargaining unit member volunteer to be an on-site mentor for a pupil taking Virtual Classes, they will be paid \$225.00 per semester.
3. There will be no reduction in the total number of bargaining unit members employed or the hours worked as a result of the Virtual High School program.
4. The parties agree to bargain any issue in the Virtual High School program that will have an effect on the terms and conditions of employment of bargaining unit members.

  
Francis Marella, President  
Board of Education

  
Kenneth Austin, President  
Clintondale Education Association

5-25-01  
Date

5-25-01  
Date

**(LETTER OF UNDERSTANDING  
INCREASE IN HOURS OF INSTRUCTION  
SCHOOL YEAR 1997-2000)**

(May 29, 1997)

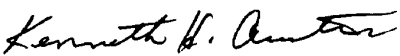
**ELEMENTARY**

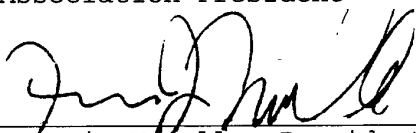
Beginning in the 1995-1996 school year, ten (10) minutes of instruction time will be added to the beginning of the student day and five (5) minutes of instruction time will be added to the end of the student day. This letter of understanding was amended on May 29, 1997. The elementary teacher reporting time coincides with the student reporting time in order to achieve the 7 1/4 hours and 45 minute planning time requirement. Fourteen (14) one-half days be scheduled with instruction time of not less than three (3) hours on those days. The intent is to schedule an additional fifteen (15) minutes instruction time per day for the students.

Beginning in the 1997-1998 school year, a fifteen (15) minute adjustment to the lunch hour will be implemented. The duty-free lunch period will be not less than thirty (30) minutes for all elementary teachers.

**MIDDLE SCHOOL**

In order to meet the State kid Act of 1994, beginning in the 1997-1998 school year, instruction time in the Middle School will be increased fifteen (15) minutes per day. The teacher work day will be seven and one quarter (7 1/4) hours, which is equal to the elementary and high school teacher work day.

By:   
Kenneth Austin  
Association President

  
Francis Marella, President  
Board of Education

{LETTER OF UNDERSTANDING}

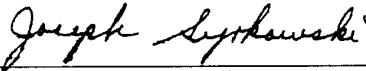
(April 1, 1995)

Notwithstanding any other provision of the contract to the contrary, the Clintondale Community Schools shall provide a cash option in lieu of health benefits. The cash amount shall be \$75.00 per month. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the Bargaining unit member to a Tax-Deferred Annuity. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

The program will become effective September 1, 1995. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

All cost relating to the implementation and administration of benefits under this program shall be borne by the Clintondale Community Schools.



---

Joseph Syrkowski  
Association President



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Ronald Fisher, President  
Board of Education

(LETTER OF UNDERSTANDING)  
EARLY RETIREMENT INCENTIVE

It is understood that the intention of the parties hereto is that the t.a.ed agreements concerning retirement incentives and new teacher salaries are contingent upon one another.

If the retirement incentive package is not accepted by at least twenty (20) teachers then the school shall not be obligated to offer said incentive and the Association shall not be obligated to accept the new teacher pay schedule.

The Retirement Incentive Package shall be as follows:


Upon acceptance by twenty (20) or more teachers, the school shall offer the following retirement incentive:


At the election of the bargaining unit member, a plan offering a \$50,000 payment over five (5) years in equal annual installments of \$10,000, or a \$60,000 payment over ten (10) years in equal annual installments. Said installments shall commence October 1, 1995.

In the event a teacher desires to purchase years of service to qualify for retirement under the contract, the school shall pay to said teacher as much of the agreed upon retirement payment up to \$25,000, as is necessary to qualify for retirement. Said monies shall be paid by the school to said teacher for purchase of said service years only. The remaining balance of payments shall be made to said teacher in equal installments over the balance of the pay off years agreed upon commencing October 1, 1996.

In the event of the death of a teacher accepting the E.R.I., the unpaid balance of the incentive will be paid to the designated beneficiary at the negotiated schedule and manner of payment. If no beneficiary is named the remaining payments will be paid to the teacher's estate per schedule and agreed manner of payment.

T.A.  
April 1, 1995

  
\_\_\_\_\_  
Joseph Syrkowski, President

  
\_\_\_\_\_  
Ronald Fisher, President

**Letter of Understanding**  
Days and Hours of Instruction

(May 29, 1997)

In order to meet the State requirements for minimum days and hours of pupil instruction, the parties have agreed to the following:

Elementary Days and Hours of Instruction

<u>6 Hours Daily</u>	1997-1999		1999-2000	
	Days	Hours	Days	Minutes
Full Days	6	Hours x 169=1014	376	minutes x 170=63,920
Partial Days	3	Hours x 12= 36	188	minutes x 11= 2,068
	Total	181 1050	181	65,988
				Hours=1,099.9

Middle School Days and Hours of Instruction

Middle School Student Day	1997-1999		1999-2000	
	Days	Hours	Days	Hours
	8:00 a.m.-2:30 p.m.		8:00 a.m.-2:45 p.m.	
Full Days	5.58	Hours x 171=1020.18	6.13	Hours x 171=1064.03
Partial Days	3.30	Hours x 10= 34.30	3.30	Hours x 10=1098.33
	Total	181 1054.48	181	1098.33

High School Days and Hours of Instruction

No Adjustment Needed	1997-1999		1999-2000	
	Days	Hours	Days	Hours
Full Days	181	1067.13		
Partial Days			6.37	Hours x 164=1044.68
			3.25	Hours x 17= 55.25
			181	1098.33

108 minutes excess (1999-2000) to be used as determined by steering committee for staff development.

IF THE STATE REQUIREMENTS FOR MINIMUM DAYS AND HOURS OF PUPIL INSTRUCTION CHANGE DURING THE LIFE OF THIS AGREEMENT, REPRESENTATIVES OF THE ASSOCIATION AND THE BOARD SHALL MEET FOR THE PURPOSE OF BARGAINING THE SCHOOL CALENDAR AND HOUPS OF INSTRUCTION.

Kenneth H. Austin  
Kenneth Austin  
Association President

Francis Morella  
Francis Morella, President  
Board of Education



**CLINTONDALE**

COMMUNITY SCHOOLS

35100 Little Mack  
Mt. Clemens, Michigan  
48043

(313) 791-6300

RAYMOND M. CONTESTI, Ed.D.  
Superintendent

Donald J. Seiferlein  
Deputy Superintendent

BOARD OF EDUCATION

Judith A. Akers, President  
Charles E. Lewis, Vice President  
Joan M. Walmsley, Secretary  
Richard W. Tuscany, Treasurer  
Doris E. Kudla, Trustee  
Francis J. Marella, Trustee  
Barbara E. Saar, Trustee

*The Team Working Together  
for Our Children's Future*

LETTER OF INTENT

September, 1986

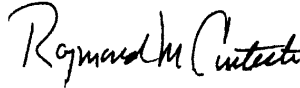
MEA-NEA Local 1  
33 North River Road  
Mt. Clemens, Michigan 48043

RE: Vocational Education

Dear Union Members:

It is expressly understood by the parties that the position of Director of Vocational Education is excluded from the bargaining unit. However, if the Director of Vocational Education serves as a classroom teacher for any part of the day, then that time as a classroom teacher is a bargaining unit position.

It is further understood that the Director of Vocational Education shall have no evaluative responsibilities for teacher bargaining unit positions.



Raymond M. Contesti, Superintendent

RMC/bw

# CLINTONDALE

COMMUNITY SCHOOLS

35100 Little Mack  
Mt. Clemens, Michigan  
48043

(313) 791-6300

RAYMOND M. CONTESTI, Ed.D.  
Superintendent

Donald J. Seiferlein  
Deputy Superintendent

## BOARD OF EDUCATION

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*The Team Working Together  
for Our Children's Future*

## LETTER OF INTENT

September, 1986

MEA-NEA Local 1  
33 North River Road  
Mt. Clemens, Michigan 48043

RE: Middle School Preparation Period Reporting Time

Dear Union Members:

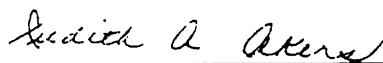
As an expression of appreciation for middle school teachers having more student-teacher contact time than appears to be the case in surrounding school districts, and at the request of the teachers' union, the MEA-NEA Local 1, speaking for the teaching staff, the Board of Education is agreeable to extending to middle school teachers the opportunity to do part of their preparation work outside the regular school day as defined in Article IV of the Master Agreement.

Middle school teachers with last hour planning periods may, if they like, leave 10 minutes after the students dismissal rather than remain in school to complete their scheduled preparation period at the end of the school day for the duration of this Agreement.

For any teacher who has a preparation period during the middle of the day, rather than at the beginning or the end of the day, the Board will attempt to arrange schedules in such a fashion that all teachers involved shall be afforded comparable flexibility.

It is not the intention of the Board, however, in making these allowances to interfere with the ability of the principal of the school to schedule staff meetings during the regularly scheduled preparation periods.

BOARD OF EDUCATION  
CLINTONDALE COMMUNITY SCHOOL DISTRICT



Judith A. Akers, President

JAA/bw

LETTER OF UNDERSTANDING  
between the  
BOARD OF EDUCATION OF THE  
CLINTONDALE SCHOOL DISTRICT  
and  
MEA-NEA LOCAL 1, CLINTONDALE

The Board of Education of the Clintondale School District and the Clintondale Education Association, MEA-NEA Local 1, recognizing that with the re-enactment of the Elementary and Secondary Education Act (ESEA)/No Child Left Behind Act (NCLB) (20 USC 6301 et seq.) effective January 8, 2002, highly qualified status will be required of those teachers teaching in core content areas as identified under this law by the end of the 2005-2006 school year.

To facilitate teachers becoming highly qualified under the NCLB, the parties agree to a portfolio assessment option. The portfolio assessment shall be conducted by a School Improvement Team (SIT) as authorized under NCLB. The SIT shall use the Michigan Content Area Portfolio Guidelines as listed on Attachment 2. The SIT shall complete Attachment 4 and return the completed form and the portfolio of supporting documentation to the teacher. If the SIT fails to indicate that competency has been demonstrated by the portfolio in all four categories listed on Attachment 4, the SIT will indicate how the portfolio must be improved in order to demonstrate competency in all four categories. A teacher may resubmit his/her revised portfolio until competency is demonstrated in all four categories.

A teacher in receipt of a completed Attachment 4, indicating that the submitted portfolio of supporting documentation demonstrates competency in all four categories, shall be deemed highly qualified under NCLB for the subject area assessed by the portfolio. The teacher shall submit a copy of the portfolio of supporting documentation including a copy of Attachments 3, 4 and 5 to the Superintendent.

As required by the Michigan Department of Education (MDE), the employer shall notify the MDE by a letter addressed to Dr. Frank Ciloski, Acting Supervisor of the Client Services Unit at the MDE, that the district is using the MDE Portfolio Guidelines as its assessment of highly qualified status.

The School Improvement Team shall be composed of four (4) members: two (2) administrators appointed by the Superintendent and two (2) teachers appointed by the Association.

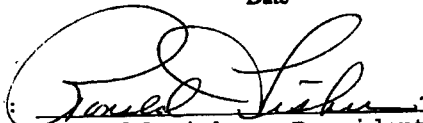
In the event that the laws are repealed or amended so as not to require the concept of "highly qualified," this Letter of Understanding shall be voided.

FOR THE BOARD OF EDUCATION

  
George Sassin, Superintendent

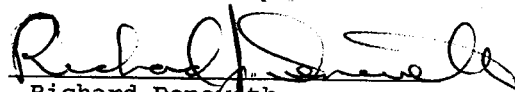
6/1/04

Date

  
Ronald Fisher, President  
Board of Education

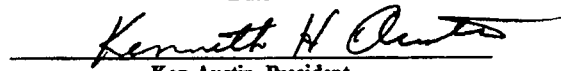
6/1/04

FOR THE ASSOCIATION

  
Richard Deneweth  
President, MEA-NEA Local 1

6-1-04

Date

  
Ken Austin, President  
MEA-NEA Local 1 Clintondale


6-1-04

Date

Tentative Agreement  
Between  
Clintondale Community Schools  
And  
MEA Local I – Clintondale Education Association

Assurance on Staff Reduction during 2004-2005

The Parties agree that during the 2004-2005 school year there shall be no reduction in the teacher work force other than retirees unless the number of students enrolled in the District decreases from the 2003-2004 level or there is a decrease in net operating revenue.



Ronald E. Fisher, President  
Board of Education

Date: June 1, 2004



Kenneth Austin, President  
Clintondale Education Association

Date: June 1, 2004

Tentative Agreement  
Between  
Clintondale Community Schools  
And  
MEA Local I – Clintondale Education Association

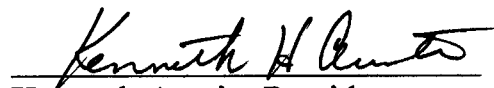
Records Day

Teachers will be allowed the option of reporting or not reporting to work on teacher record days so long as their necessary obligations, as traditionally required, are turned in by the appointed time. Teacher record days consist of one full day at the end of the first semester and three half days at the end of the second semester as designated on the school calendar.



Ronald E. Fisher, President  
Board of Education

Date: June 1, 2004



Kenneth Austin, President  
Clintondale Education Association

Date: June 1, 2004

**LETTER OF UNDERSTANDING  
BETWEEN  
MEA-NEA LOCAL 1, Clintondale  
AND  
Clintondale Community Schools**

**RELATING TO ANY ANNEXATION, CONSOLIDATION OR ANY OTHER FORM OF REORGANIZATION THAT INCLUDES OR INVOLVES THE CLINTONDALE COMMUNITY SCHOOLS OR ALL OR ANY PART OF ITS GEOGRAPHIC TERRITORY AFTER THE DATE OF THIS AGREEMENT**

While no such annexation, consolidation nor reorganization is currently under consideration, the parties believe that it is in their mutual interests and prudent to agree in the absence of such plan how certain issues would be handled in the event an annexation, consolidation or reorganization of all or any part of the currently existing Clintondale Community School District or that would impact said District by adding to; subtracting from; consolidating it with other districts or any other form of reorganization that impacts/involves said District or its employees.

In the event that any annexation, consolidation or reorganization is considered in the future, the District and Local 1 agree that all bargaining unit members/employees of Clintondale Community School District will have their seniority, leave and vacation day credits, insurance, pension benefits, rights, privileges, obligations and status recognized and protected without regard to whether the District does or is annexed, consolidated or reorganized and that the seniority of all employees will be "dove tailed" so that the employees of all affected, previously existing, governmental entities impacted by the annexation, consolidation, or reorganization will be treated as if they had always been employed by whatever entity remains/survives without regard to which entity they were previously employed by.


*With another district that enters into a similar agreement with its teachers as this,*


The parties further agree that neither they nor anyone acting for them will support, agree to nor consent to any annexation, consolidation nor reorganization of all nor any part of the Clintondale Community School District nor any part of the geographic territory encompassed therein if the above conditions protecting employee rights are not incorporated into the plans/agreements providing for such annexation, consolidation, or reorganization.

The parties understand that nothing in the above would prevent the District nor any other newly formed District from determining the number of employees that would be required for it to operate its educational program going forward absent some other contractual or legal prohibition from doing so.

**FOR THE BOARD OF EDUCATION**

**FOR MEA-NEA LOCAL 1**

  
\_\_\_\_\_  
12/20/10  
(DATE)

  
\_\_\_\_\_  
12/20/10  
(DATE)

**FOR Clintondale EA**

  
\_\_\_\_\_  
12/20/10

LETTER OF UNDERSTANDING BETWEEN MEA-NEA LOCAL 1, CLINTONDALE AND  
CLINTONDALE COMMUNITY SCHOOLS

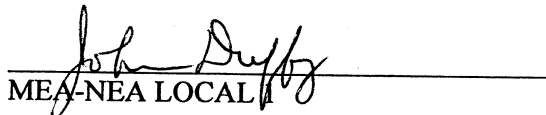
Relating to the manner and time of payment of teacher salaries the parties hereto agree as follows:

1. Commencing the 2011/2012 school year teachers' salaries shall be paid twice per month by means of direct deposit into each employee's bank account. In the event any employee for any reason does not have a bank account the school will accommodate said teacher by paying said teacher by check. The dates of each month for the direct deposit shall be on the 15<sup>th</sup> date and the 30<sup>th</sup> date of each month.




CLINTONDALE COMMUNITY SCHOOLS  
Board of Education

Dated: 12-20-10



ME-NEA LOCAL

Dated: 12/20/10



CLINTONDALE EDUCATION ASSOCIATION

Dated: 12/20/10

**LETTER OF UNDERSTANDING  
BETWEEN  
CLINTONDALE BOARD OF EDUCATION  
AND  
MEA-NEA LOCAL 1, CLINTONDALE**

It is understood and agreed by the parties that basing any part of a salary increase on satisfactory evaluation and possible removal, consistent with applicable laws as referenced in the MISD/MEA/AFT "Teacher Evaluation Parameters to Comply with the Michigan Tenure Act and MCL 380.1249"(copy attached), as well as the contractual modifications/clarifications referred to below, are agreed to because of the current status of Clintondale High School being a "priority school" and therefore working on a "transformational" plan under MCL 380.1280C8 to be submitted to the State of Michigan Department of Education and the federal government for a School Improvement Plan to fund the supplemental actions proposed to be added to the existing High School program directed at increasing student achievement in the Clintondale High School taken as whole so as to allow it to achieve levels of student growth that remove the "priority school" designation within the period of the plan . The parties recognize that this is in the best interests of the Board and the teachers while this plan remains in effect, and Clintondale High School has "priority school" designation/is in the bottom 5% of public schools. This agreement shall be non-precedent setting.


The parties also understand that while the school is subject to MCLA 380.1280C8 and the transformational intervention model is being implemented:

(a) That any contractual seniority that would otherwise be applicable shall not apply at the High School while it remains on "priority school" list /in bottom 5% of public schools for the purpose of teacher assignment to or within the High School. This subdivision does not allow unilateral changes in pay scales or benefits.

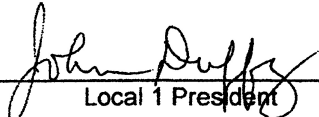
(b) That there are no contractual or other work rules that are impediments to implementing the redesign plan as presented as compensation for job accomplishments/extra work/added time/duties and /or achievement of goals and/or financial/flexible working conditions designed to recruit or retain staff to meet the needs of students in a transformational school have been or will be bargained jointly consistent with MCL 380.1250 upon the plan's approval by State/federal government consistent with the SIG application/plan. The parties agree that nothing in this agreement nor the law allow unilateral changes in pay scales or benefits, but that annual step increases for all professionals (teacher and administrators) at High School will be subject to satisfactory evaluations done consistent with the mutually agreed process referred in the Letter of Agreement on Evaluations dated November 15, 2010, while the High School remains a "priority school"/ is in bottom 5% of public schools. Compensation for any change in working conditions would have to be bargained..

For MEA-NEA, Local 1, Clintondale:

For Clintondale Schools:

 11/11/2010  
\_\_\_\_\_  
President

 11/16/2010  
\_\_\_\_\_  
BOARD PRESIDENT

 11/11/2010  
\_\_\_\_\_  
Local 1 President

  
\_\_\_\_\_  
BOARD SECRETARY

November---2010

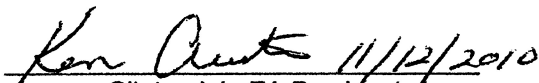


**Letter of Agreement  
Between Clintondale Board of Education  
And MEA-NEA Local 1, Clintondale**

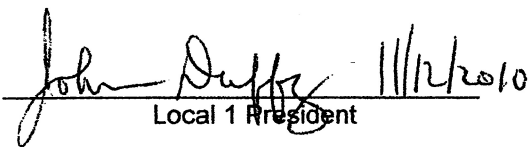
The qualities and characteristics that make a teacher and/or administrator successful should be reflected in any evaluation. To this end, the parties agree to refer the matter of teacher evaluation to a joint teacher/administration committee, (the same committee which will deal with recent changes in the law), to review the specific skills, knowledge, and characteristics upon which evaluation is based. The intent is to recommend to the Bargaining Teams a plan specific to Clintondale based on the principles of the Framework for Teaching (also called the Danielson Model) to be effective no later than September 5, 2011. Both parties agree that appropriate training in the Framework will be necessary and desirable for both teachers and administrators in order to implement an approved plan in an effective manner and that the purpose provide clear and positive assistance for teachers as well as other professional staff and administrators to improve professional practices and that will insure that all staff shall have multiple opportunities to improve consistent with MCL380.1249, the Tenure Act, as recognized in the MISD/MEA/AFT "Teacher Evaluation Parameters to Comply with the Michigan Tenure Act and MCL 380.1249" attached here, and /or applicable collective bargaining agreement.

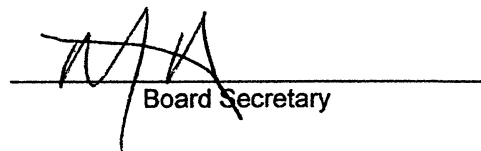
For MEA-NEA, Local 1, Clintondale:

For Clintondale Board of Education:

  
\_\_\_\_\_  
Clintondale EA President

  
\_\_\_\_\_  
Board President

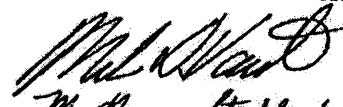
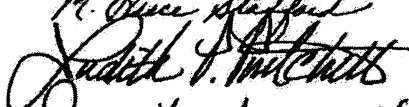
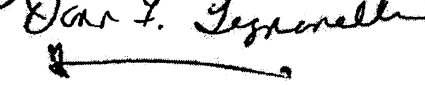
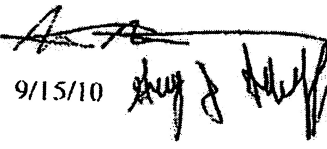

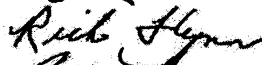





  
\_\_\_\_\_  
Local 1 President

  
\_\_\_\_\_  
Board Secretary

Macomb County  
 Teacher Evaluation Parameters to Comply with the  
 Michigan Teacher Tenure Act  
 and  
 Section 1249 of the Revised School Code

As part of the recent legislation, the state mandated that teachers have a "rigorous, transparent, and fair" performance evaluation each year. Student growth data shall be a significant factor in each teacher's evaluation. In Macomb County, school administrators and teachers formed a work group to develop models to help provide guidance to the local districts and their bargaining units.

1. All teachers shall be evaluated annually and shall be provided timely and constructive feedback.
2. The current collective bargaining agreement (for the local district) and the Michigan Teacher Tenure Act shall govern the evaluation format and process for probationary teachers, tenure teachers on an IDP and tenure teachers subject to an evaluation every third year. For the remaining tenure teachers, it may be determined locally to modify existing evaluation processes and instruments for compliance with section 1249 of the Revised School Code.
3. Student growth data will be utilized as a significant factor as defined locally with consideration given to the Michigan Department of Education guidelines. The interpretation of student growth data will be consistent with the Michigan Teacher Tenure Act. See *Gantz v. Detroit Public Schools*, TTC 96-17 and *Sharkey v. Oak Park School District*, TTC 74-41-R.
4. Student growth data measures, for the purpose of annual evaluation, will be developed with the involvement of the teacher and must include, but not limited to, multiple assessments as listed on the Macomb County Growth Measurements Dashboards. See Attachment A.
5. Student growth data may be measured by growth/progress between the initial and the final student assessments.

 M. Bruce Stafford  Judith V. Mitchell  Don F. Segnonelli <hr style="width: 100%;"/>  Amy J. Huff 9/15/10	 Margeanne Reine  Rich Flynn  Curt Jay  Eric P...  Greg J. Zella  Santa...	 Rosetta K. Mullen
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Macomb County  
Dashboards

Student Growth Measurements

Elementary (Grades K-5/6)

- MEAP Scale Scores (Grades 2-5/6)
- MLPP (Grades K-3)
- DIBELS (Grades K-3)
- Common Assessment/Content Area (Grades K-5/6)
- Standardized Test Results (Grades K-5/6)
- Student Performance Project Based (Grades K-5/6)
- Special Education: IEP Goals MI-Access Brigance Inventory Woodcock Johnson
- Other

Secondary (Grades 6/7-8/9)

- MEAP Scale Scores (Grades 6 & 7)
- Department Common Assessments (Pre & Post) (Grades 6/7-8/9)
- # of Students Pass/Fail Rate (Grades 6/7-8/9)
- Standardized Test Results (NWEA; Iowa) (Grades 6/7-8/9)
- Student Performance Project Based (Grades K-6/7-8/9)
- Explore/Plan (Grades 8/9/10)
- Special Education: IEP Goals MI-Access Brigance Inventory Woodcock Johnson
- Other

Secondary (Grades 9/10-12)

- MME Scale Scores (Grades 9/10-11)
- Department Common Assessments (Pre & Post) (Grades 9/10-12)
- # of Students - Credit Earned (Grades 9/10-12)
- AP Test Scores (Grades 10-12)
- Graduation Rates (Grades 9/10-12)
- ACT Work Keys (Grades 9/10-11)
- Student Performance Project Based (Grades 9/10-12)
- Explore/Plan (Grades 9/10)
- Special Education: IEP Goals MI-Access Brigance Inventory Woodcock Johnson
- Other

MEA-NEA Local 1/Clintondale Education Association

TENTATIVE AGREEMENT  
2008 – 2013

Except as agreed to be modified below, the parties agree that all other terms and/or conditions of employment provided under the parties' 2006-2009 collective bargaining agreement will continue as set forth in the 2006-2009 agreement, through August 31, 2013.

Salary

0 % 2008 – 2009  
0% 2009 – 2010  
0% 2010 – 2011  
Step Freeze 2011 – 2012 .5% Off Schedule for all bargaining unit members  
2011-2012 Longevity: \$500.00 added to each Step – 25, 30, 35  
2012 – 2013 Normal Step Movement but 0% increase on-schedule  
2012-2013 Longevity: add another \$500.00 to each Step – 25, 30, 35\*

Benefits

As soon as possible:

MESSA Choices II:

Add \$300/\$600 deductible  
\$10/\$25/\$50 Office Visits  
Saver RX Plan

2011-2012 and/or 2012-2013, if cost increase for MESSA insurance benefits increase more than 5% over per member costs for fiscal year 2010-2011, the parties agree that they will negotiate regarding how to lower cost increase to 5% or less. Such negotiations will consider benefit option changes and other means of reducing employer's cost, such as premium sharing.\*

The parties recognize that Clintondale High School is subject to action under MCL 380.1280C by reason of its being in the "bottom 5%" as a "Priority School."

The parties have executed the attached letters of understanding related to facilitate the district's application for school improvement funds from the Michigan Department of Education/Federal Government as well as to comply with MCL 380.1280C, with the intent and expectations that steps required to be taken under the plan submitted beyond the existing program will be funded

\*The parties agree that neither the added longevity provided for in the 2011-2012 and 2012-2013 years will continue past 2012-2013, nor will there be any changes in the agreed upon MESSA benefits, including cost sharing, without both parties' written consent after good faith negotiations.

by added funds from the State or by reason of School Improvement Grant (SIG) application's approval.

The parties have agreed to form joint committees to develop plans to comply with MCL 380.1249 and 380.1250 no later than the beginning of the 2011-2012 school year and that any changes in the parties' collective bargaining agreement that may be recommended to the parties by such joint committees will be subject to ratification by both parties.

2011 – 2012

The parties have agreed that beginning with the 2011-2012 school year, they will modify the school calendar to increase the amount of professional development time that will be counted as instructional time to thirty-eight (38) hours, if then permitted by existing state law.

Also, beginning with the 2011-2012 school year, the parties agree that there will be two (2) optional attendance "teacher" days, but that the work year and student days will remain the same as this year, subject to the two conditions above. For the 2010- 2011 school year, there will be one optional attendance "teacher" day for teachers. *(last day) (2011-2012 first & last)*

Annexation

The parties agree to the attached letter of understanding relating to dove-tailing seniority in the event either annexation or consolidation occurs in the future.

*9c*  
*9c*

*[Handwritten signature]* *[Handwritten initials]*

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**MEA-NEA LOCAL 1, CLINTONDALE EDUCATION ASSOCIATION**

**And**

**CLINTONDALE COMMUNITY SCHOOLS BOARD OF EDUCATION**

The Parties' present Collective Bargaining Agreement was ratified on December 10, 2010 and continues to August 31, 2013.

Since that Agreement was executed, the District's financial condition has deteriorated because of cuts in State Aide, loss of students, and other factors resulting in the District deficit growing rather than being reduced as required by Michigan Department of Education (MDE) under state law, resulting in the MDE presently threatening to withhold the June, 2012 State Aide Payment, absent a revised deficit reduction plan that would reduce the District deficit to zero by June 30, 2015.

The District has contemplated a number of means which it considered might assist it in reducing its deficit, including closing one or more District owned and operated buildings and operating one or more charter schools in such buildings, which the Association views as being contrary to its rights and those of its members.

However, both parties recognize the present necessity of addressing the District's fiscal issues by reducing its cost this year, the 2012-2013 school year, through June 30, 2015, unless revenue can be increased to eliminate the projected deficit.

Therefore, while the Parties 2008-2013 Collective Bargaining Agreement remains in place without modification, the parties agree that notwithstanding the terms of said Agreement the following will occur for this year (2011-2012) and next year (2012-2013), and that on August 31, 2013 the parties will execute an extension of the 2008-2013 Agreement to August 31, 2014. The parties expressly agree that the contractual provisions related to pay and benefits will be subject to this Memorandum of Understanding to assist the District in submitting

an approvable deficit reduction plan that projects its deficit as being zero by June 30, 2015. The compensation and benefits to be provided between the execution of this Memorandum of Understanding and August 31, 2012 shall be provided in the Parties 2008-2013 Agreement with the below listed exceptions, if the District' proposed deficit reduction plan that incorporates these items as well as other assumptions in either both decreased expenses and increased revenues as provided to the Association June, 2012 is approved by the MDE.

Listed below are monetary concessions that are necessary, given the District deficit, to secure MDE approval in MEA-NEA Local 1's and the MEA-NEA Local 1, Clintondale Education Association's leadership view:

**For 11/12 school year (this year):**

Move to the 500/1000/20 Choices plan as soon as possible  
Postpone the .05% off schedule payment until 14/15  
Off schedule 1% cut in annual salary (paid from remaining pays)

**For 12/13 school year:**

Continue the 500/1000/20 Choices plan thru 12-31-12  
Begin 20% of premium share  
Off schedule 6% cut in annual salary  
Continue current step freeze  
1-1-13, move to Choices ABC 1250/2500 (District funds ½ deductible)

**For 13/14 school year:**

Continue Choices ABC Plan with same deductible arrangement  
Continue 20% premium share  
Continue Off schedule 6% cut in annual salary  
Continue current step freeze

**For 14/15 school year:**

Receive the postponed .05% off schedule pay  
Discuss premium share depending on law and deficit at that time  
Discuss salary & benefit package

**For duration:**

Provide option regarding Schedule B pay out (spread over pays, currently paid in one payment)

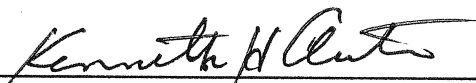
No Charter Schools

No reductions except based on enrollment anticipated in spring

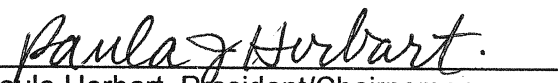
More transparent / work together, etc.

  
George Sassin, Superintendent  
Clintondale Community Schools

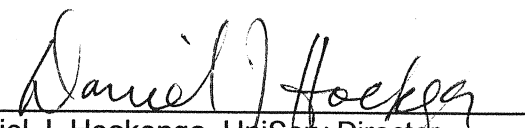
6-13-12  
Date

  
Kenneth Austin, President  
MEA-NEA Local 1, Clintondale Education Association

6-12-12  
Date

  
Paula Herbart, President/Chairperson  
MEA-NEA Local 1/6-E Coordinating Council

6-13-12  
Date

  
Daniel J. Hoekenga, UniServ Director  
MEA-NEA Local 1/6-E Coordinating Council

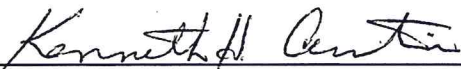
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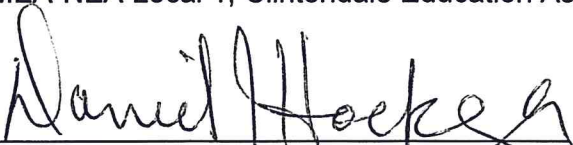
EXTENSION AGREEMENT  
BETWEEN  
MEA-NEA LOCAL 1, CLINTONDALE EDUCATION ASSOCIATION  
AND  
CLINTONDALE COMMUNITY SCHOOLS  
BOARD OF EDUCATION

The parties have previously agreed to extend all of the terms of the September 1, 2008 to August 31, 2013 Agreement to August 31, 2014 as modified by their May 12, 2012 Memorandum of Understanding.


The parties have agreed to advance the execution of the agreement to extend their 2008-2013 Agreement from August 31, 2013 upon both parties ratification of this amendment to their previously agreed upon extension of the 2008-2013 Agreement to August 31, 2014, with a further extension of all provisions except salary and insurance, (see Article XX and XXI) through August 31, 2015. Subject to the parties existing agreement as set forth in the Memorandum of Understanding and its impact during the extended life off of the 2008-2015 Agreement agree that they will engage in good faith negotiations related to those Articles beginning no later than May 1, 2014, to negotiate in good faith what if any modifications or amendments can be mutually agreed upon related to the current provisions covering salaries and benefits under Article XX and Article XXI as modified by the existing Memorandum of Understanding and this Extension Agreement to said Articles. See attached Memorandum.

  
\_\_\_\_\_  
Kenneth Austin, President  
MEA-NEA Local 1, Clintondale Education Association


3/13/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Daniel J. Hoekenga, Esq., Executive Director  
MEA-NEA Local 1/6-E Coordinating Council

3/13/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_, Superintendent  
Clintondale Community Schools

3/12/13  
Date

  
\_\_\_\_\_, President  
Clintondale Community Schools Board of Education

3/11/13  
Date