

**Professional Agreement Between the
CLAWSON BOARD OF EDUCATION**

and the

CLAWSON EDUCATION ASSOCIATION, MEA/NEA

THIS AGREEMENT is entered into this 23RD day of MAY, 2011 by and between the BOARD OF EDUCATION OF CLAWSON PUBLIC SCHOOLS, Michigan, hereinafter referred to as the "Board", and the CLAWSON EDUCATION ASSOCIATION, MEA/NEA, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize that providing a quality education for the children of Clawson is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and

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

WHEREAS, the Board and the Association have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain reasonably with each other with respect to hours, wages, terms, and condition of employment of the teaching staff; and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to reduce to writing.

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

Recognition

- 1.01 The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act No. 379, Public Acts of 1965 as amended, for all full-time and part-time professional personnel it employs, whether or not assigned to a public school building, who are certified by the Michigan Department of Education, including but not limited to:

Classroom Teachers
School Psychologists
Social Workers
Permanent Substitutes
Teachers of Pre-Primary Impaired
Speech & Hearing Therapists
Guidance Counselors
Advising or Critic Teachers
Librarians
Teachers of the Homebound/Hospitalized
Reserve Teachers (as defined in Article 18)

Not included in the bargaining unit are:

Supervisory, Administrative and Executive Personnel
Office and Clerical Personnel
Day-to-Day Substitute Teachers
Paraprofessional Personnel/Teacher Aides
Maintenance and Operations Personnel

- 1.02 In cases where it is known that a contract teacher will be unable to perform his/her teaching duties for seventy-five (75) calendar days or longer, the Board shall provide a substitute teacher for the remainder of the teacher's absence by recalling the most senior certified laid-off Clawson teacher at the contractual salary and benefits in effect under Schedule "A" and "C" that the recalled teacher would ordinarily qualify under. The recalled teacher shall pay pro rata dues, assessments, or equivalent service fees to the Association consistent with the provisions of Article 2.

In cases where a teaching station requires a substitute for less than seventy-five (75) calendar days, the position will be filled in the following manner: When a Reserve Teacher is available and is certified to teach the class, the teacher shall be assigned, and beginning with the 31st day in that assignment, shall be paid the rate of pay to which he/she would normally be entitled under Schedule "A".

In cases where a Reserve Teacher is unavailable or does not feel qualified to accept the assignment, an emergency substitute will be utilized and paid at the extended substitute rate established by the Board.

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

1.04 Term definitions: When used in this Collective Bargaining Agreement:

Board: shall mean the Board of Education, Superintendent, Assistant Superintendent, Business Manager, Building Administrator or any other agent of the Board of Education.

Teacher: shall mean all employees represented by the Association in the bargaining unit.

Permanent Substitute: shall refer to a teacher who qualifies under Section 1.02.

ARTICLE 2

Association Rights

- 2.01 The Association shall provide to all teachers the necessary application(s) for CEA/MEA/NEA membership. The Board and Association shall inform the teachers, as does the Master Agreement, of their obligation to pay a service fee, or membership dues, to the Association (Unified Profession) as a condition of employment.
- 2.02 Any teacher who is a member of the Association, or who has applied for membership, must sign and deliver to the Association an assignment authorizing deduction of membership dues and assessments of the Association, including CEA/MEA/NEA, by the first Friday of the school year. Said authorizations shall then be delivered by the Association to the Board no later than ten (10) days prior to the last pay in September of that school year.
- The Association may also deliver to the Board, as described in this section, voluntary PAC contribution authorization forms. Said contributions shall then be deducted from the paychecks of the teachers in the same manner as the CEA/MEA/NEA dues. These monies shall be sent to the Association monthly.
- 2.03 The amount of dues deduction will be calculated by dividing the annual dues by the number of pay dates between the last pay date in September and the last pay date in June inclusive. An adjustment for any additional fraction of the annual dues will be deducted from the last pay in June. The deduction will be made on each pay date between the last pay date in September and the last regular pay date in June inclusive. Remittance to the CEA by the Board of such deductions shall be on a monthly basis, and shall be accompanied by a CEA membership printout list. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. Any assessments shall be deducted and remitted to the Association, when authorized in writing by the CEA President or Executive Director, within two weeks of said Association authorization. The Board will furnish the CEA monthly, at its principal office, the name and building assignment of all teachers hired, terminated, or otherwise removed from the payroll.

- 2.04 Any teacher who is not a member of the Association, or who does not make application for membership within one (1) week from the date of commencement of teaching duties, shall, as a condition of employment, pay a fee directly to the Association, the amount to be determined by the Association. However, the teacher may authorize payroll deduction for such fee.
- In the event that a teacher shall not arrange to pay such a fee, or to join the Association, the Board shall terminate said teacher no later than three (3) weeks after the commencement of teaching duties. 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.
- 2.05 The Board agrees to furnish the Association two copies of Board agendas and minutes. In addition, when requested in writing, the Board shall furnish the Association other materials considered by Law to be public information. Further, the Board shall, in a timely manner, send copies of Board agendas and minutes to each building for posting on the Association bulletin board.
- 2.06 The Board shall make available to the Association, in a timely manner, upon request, other materials needed for bargaining unit negotiations.
- 2.07 The Association and its members shall have the right to reasonable use of school facilities and equipment for meetings at all reasonable hours, so as not to interfere with regularly scheduled school activities, provided approval is obtained in advance from the Superintendent of Schools or his/her agent, and provided the Association shall pay for any extra maintenance and service cost incurred because of any meeting.
- 2.08 The Association shall have the right to hold building meetings within fifteen (15) minutes after the regular dismissal time for students on Tuesdays. Other days for Association building meetings may be used upon approval of the building principal. In all cases the building principal shall assign a suitable room for the Association meetings.
- 2.09 The President of the Association or his/her duly appointed representative(s) shall be released from regular duties without loss of salary at least forty-five (45) days each year for the purpose of participating in Association business. The Superintendent may grant any additional days after being requested by the Association, and only the cost of the substitute teacher salary shall be borne by the Association for days in excess of forty-five (45) days.

2.10 Copies of the Agreement shall be printed at the expense of the Board. The Board or its agent shall present copies of the Agreement to all teachers now employed or hereafter employed by the Board. Further, the Board will provide the Association with at least twenty-five (25) copies of the Agreement for its own use. The Association and the Board will make copies of the Master Agreement available within thirty (30) days after ratification.

ARTICLE 3

Teacher Rights

- 3.01 The Board understands that every teacher employee of the school system shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of Michigan, the United States, or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher by reason of membership in the Association, participation in any activities of the Association, or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 3.02 No teacher shall be prevented from wearing official insignia, pins, or other identification of membership in the Association, either on or off school premises.
- 3.03 Deductions for Direct Deposit, Tax Deferred Annuities, or other current deductions will continue as authorized by individual teachers or law. Other deductions may be arranged by mutual agreement between the Board and the Association.
- 3.04 Just Cause: No fully tenured or fourth (4th) year probationary teacher shall be disciplined, discharged, reprimanded, reduced in rank or compensation, dismissed or suspended without just cause.
- 3.05 The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap, or membership in, or association with the activities of any employee organization. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin, and to seek to achieve full equality of educational opportunity for all students. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect

to the professional employment of such teacher. The private and personal life of any teacher is not the appropriate concern or attention of the Board unless it affects performance as an educator.

- 3.06 Annexation: In the event that Clawson Public Schools is forcibly or voluntarily annexed through action taken by the Courts, the State of Michigan, State Board of Education, Intermediate School District, or consolidated with another district(s), teachers of Clawson Public Schools shall retain seniority rights and their tenure status or probationary status that would have been afforded had no annexation taken place.

Annexation or consolidation through action taken by Courts, the State of Michigan, State Board of Education, Intermediate School District, or electorate, shall not cause a teacher to lose or reduce leave rights, salary status, fringe benefits, employment, or other rights provided for in this Master Agreement.

- 3.07 The Board specifically recognizes the rights of its employees to appropriately invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency; or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to respond to the arbitrator's award as provided under Article 16, Grievance Procedure.

- 3.08 Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School laws, Teacher Tenure laws, or the application of civil service laws and regulations. The rights granted to and the duties of teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- 3.09 In any meeting with an Administrator, the teacher shall be entitled to have an Association Representative present. If a teacher requests an Association representative at the meeting, and the meeting can be delayed with no effect on the educational process, then up to a 24-hour delay shall be granted. In cases where the educational process will be affected, and the teacher requests an Association member to be present, or the Administrator requests the Association to be present, the building representative, or his designee, will meet with the Administrator as soon as possible.

All reprimands, warnings, and/or disciplining of a teacher shall be done in private. Both parties may have representatives present.

- 3.10 It is understood by the parties that two personnel files are kept concerning teachers: (1) Central Office personnel file, which is the district

permanent record file, and (2) the Building Administrator's file, which is the Building Principal's working file.

Unless waived by the teacher, copies of all materials entered in either personnel file shall be given to the teacher within ten (10) days.

Teachers shall have access to either file for examination in the presence of the administrator or his/her designee. A representative of the Association may be requested by the teacher to accompany the teacher in such review.

Teachers shall have the right to insert a rebuttal to any item placed in either personnel file and it shall be attached to the item rebutted. All complaints received by the Administrator, which may be used in the rating or evaluation of a teacher, shall be reported to the teacher within two (2) weeks after the administrator received the complaint.

- 3.11 Letters of complaint sent to the Board shall be forwarded to the proper administrator, who shall investigate the complaint with the teacher and/or persons involved, who shall give a full written report to the Superintendent of Schools and teacher, within five (5) days of completion of the investigation.

ARTICLE 4

Board of Education Rights

- 4.01 There is reserved exclusively by the Board all the responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and of the United States, or which have been heretofore properly exercised by it, except where expressly limited by the provisions of the Agreement. The Board retains the right, among others to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of the Agreement, and/or are not violative of the law.

ARTICLE 5

Professional Compensation

5.01 The salaries of teachers and payment for extra-curricular activities covered by this Agreement are set forth in Schedules "A" and "B" which are attached to and incorporated in this Agreement.

5.02 Professional Compensation

Teacher work days will be set forth in the district/school calendar.

Teachers required to work extra days not covered by Schedule "B", will be compensated at either the following rate or equivalent compensatory time, at the option of the teacher. Example:

| | |
|-----------|---|
| 2004-2005 | Annual Salary divided by Number Teacher Work Days |
| 2005-2006 | |
| 2006-2007 | |

5.03 Longevity

Teachers will receive a longevity stipend annually according to the following chart:

| | |
|------------------------|-------|
| 15-19 years of service | \$400 |
| 20-24 years of service | \$500 |
| 25-29 years of service | \$600 |
| 30 + years of service | \$700 |

Years of service will be based on the seniority list.

5.04 Compensatory Time ("Comp. Time")

Compensatory Time can be earned through substituting for another teacher during a scheduled plan period, through the participation in an activity in which prior written approval from the building administrator has been given, or through attendance at any building activity (i.e. duplicate Open Houses, duplicate parent-teacher conferences, and other school-related activities that teachers are requested to attend) for which Comp. Time has not already been allocated.

Those teachers who have accrued "Comp. Time" will be compensated by either additional pay (see #1 below) or released leave time (see #2 below).

"Comp. Time" shall be disbursed at the next payroll period, or accumulated and disbursed at the end of the semester or the school year, at the option of the teacher as follows:

- (1) Teachers shall be paid a rate of \$30.00 per hour (60 minutes). Teachers substituting for any time period shall be paid at amount calculated proportionately on the \$30.00 per hour (60 minutes) base rate.
- (2) Teachers will give forty-eight (48) hours notice for the use of accrued "Comp. Time" except at holiday and vacation periods when two weeks' notice is necessary. No more than three (3) teachers per building may use "Comp. Time" on any given day.

All accrued "Comp. Time" must be used prior to the last five (5) days of each school year unless the building administrator gives prior approval.

There will be no carryovers of "Comp. Time" from one school year to the next.

5.05 *Teachers may select any one of the following three (3) pay options. Options should be made by June 10 for the following school year. Requests for change in options by the teachers, after the above date, will be at the discretion of the Board.

OPTION 1: Gross salary is to be divided into 21 equal bi-weekly paychecks, payments beginning the first Friday of the school year.

OPTION 2: Gross salary is to be divided into 26 equal bi-weekly paychecks, payments beginning the first Friday of the school year. Paychecks 21-26 shall be given to the teachers on their last regular pay.

OPTION 3: Gross salary is to be divided into 26 equal bi-weekly paychecks, payments beginning the first Friday of the school year. The Board Office shall mail paychecks 22-26 to teacher.

5.06 Included with the first regularly scheduled paycheck of the year will be a schedule of pay dates. If school is not in session within two (2) days of

the scheduled pay date, paychecks will be issued on the last day of school before the pay date; otherwise checks will be mailed or may be picked up at the Board Office.

- 5.07 Clawson teachers shall be allowed to accept remuneration for tutoring any Clawson Public School student, as long as that student is not currently in the teacher's class, the appropriate administrator approves the assignment, and the tutoring is not conducted on school district property, except when waived by the Superintendent of Schools.

[*Reference Letter of Agreement dated June 6, 2005]

ARTICLE 6

Teaching Hours

6.01 Teachers' Hours:

HIGH SCHOOL: The teachers' hours in the high school shall be as follows:

2004 – 2007 7:40 a.m. – 2:41 p.m. (Five minutes before the first class begins, five minutes after the last class ends; includes 30 minute duty-free lunch)

MIDDLE SCHOOL: The teachers' hours in the middle school shall be as follows:

2004 – 2005 7:40 a.m.– 2:41 p.m. (Five minutes before the first class begins, five minutes after the last class ends; includes 30 minute duty-free lunch)

2005 – 2007 7:40 a.m.– 2:39 p.m. (Five minutes before the first class begins, five minutes after the last class ends; includes 30 minute duty-free lunch)

ELEMENTARY: The teachers' hours in the elementary schools shall be as follows:

2004 – 2007 8:10 a.m.– 3:12 p.m. (Five minutes before the first class begins, five minutes after the last class ends; includes 30 minute duty-free lunch)

Elementary lunch shall begin no earlier than 11:00 a.m.

On days when students are not in session or are in session for a half-day only, the lunch period for all teachers shall be extended.

Teachers shall be allowed to leave school as soon as regular classes have ended on Friday, the day before holidays, or Association meeting days. Further, teachers may leave the building prior to their scheduled ending time on other days if approved by the building principal.

6.02 Hours of Instruction

Refer to "Appendix A" – School Calendars

6.03 It is expressly understood that days of instruction and teaching hours must meet the instructional requirements of the State of Michigan.

6.04 The normal weekly teaching load in the elementary schools shall in no case exceed an average of five (5) hours and fifteen (15) minutes of student instruction per day, exclusive of specials time. No departure from these norms shall be authorized without prior agreement between the Board and the Association.

6.04.01 There shall be art, music, media and physical education instruction provided for all elementary students in Kindergarten through Fifth Grade. A minimum of two hundred twenty (220) minutes of release time per week with a minimum of forty (40) minutes per day shall be provided to each elementary teacher.

In addition, each elementary teacher shall be provided a weekly 30-minute library media center experience assisted by the library/media technical assistant.

The principal will post a weekly schedule the first week of school.

Special subjects in grades one through five shall be scheduled so that each general education classroom teacher is guaranteed released time of a minimum of two hundred twenty (220) minutes per week and a minimum of forty (40) minutes per day.

When an elementary art, music, media or physical education teacher is absent, the Board shall hire a substitute teacher for that area. When no substitute is available for the art, music, media or physical education teacher, the following option will be implemented: Hire a substitute teacher the same day or within two days to go into the rooms of the regular classroom teacher to relieve said teacher for the amount of planning time normally scheduled.

When an assembly supersedes a special subject period or other school related event, the principal shall arrange for the regular classroom teacher to leave his/her students for the amount of time normally used for the special class.

Special subject teachers and special education teachers shall have as a minimum, the same amount of released time per day as regular classroom teachers.

6.04.02 The normal daily teaching assignment in the secondary schools shall consist of five (5) classes and one (1) preparation period.

6.05 The Association recognizes that from time to time it is necessary to conduct meetings in the area of curriculum and faculty responsibilities. Accordingly there shall be no more than four (4) meetings per month, at the Building Administrator's discretion, not to exceed 60 minutes in length.

Starting Times:

- (1) Staff Meetings: Staff meetings shall begin five (5) minutes after regularly scheduled student dismissal time.
- (2) Joint building meetings shall be at a punctual, mutually agreed upon time.

ARTICLE 7

Transfers, Assignments, Vacancies

7.01 Involuntary Transfers:

- 7.01.01 In cases which necessitate an involuntary transfer, it is agreed that certification first, the lowest district-wide seniored teacher within that building second, and then qualifications shall be the deciding factors as set forth in Section 7.02.
- 7.01.02 All teachers whose assignments will be changed due to an involuntary transfer for the coming school year shall be given written notice of their assignments no later than the end of the school year, except as noted in 7.01.03 (c), and in cases where a teacher returns from a leave or returns from a layoff.
- 7.01.03 Involuntary transfers may be effected for justifiable reasons. For purposes of this provision, justifiable reasons are:
- (a) Changes in student enrollment within the effected building or within the district.
 - (b) In order to recall laid-off teachers.
 - (c) Program changes.
- 7.01.04 An involuntary transfer shall be defined as:
- (a) A change from one building to another.
 - (b) A change in department in the secondary.
 - (c) Any change in assignment that is made by the first Friday of the new school year. From the first Friday after the beginning of the school year there shall be no involuntary transfers except to effectuate the recall of a laid-off teacher during the school year, changes in student enrollment, or program changes.
 - (d) A change from lower elementary (K-3) to upper elementary (4-5) or upper elementary to lower elementary.

7.02 Qualifications:

7.02.01 High School:

- (a) A teacher who has a major in a subject area and is North Centrally qualified is eligible at any time to teach that subject.
- (b) A teacher who has a minor in a subject area and is North Centrally qualified but has not taught in that area for the last six (6) years, will take five (5) to six (6) semester hours in the first year of new assignment to become qualified.
- (c) A teacher who is North Centrally certified but has not taught that subject in the last six (6) years will take five (5) to six (6) semester hours in the first year of the new assignment to become qualified.
- (d) The Board will pay for all retraining.
- (e) All retraining courses must be passed with a minimum grade of 2.0 or P (in a Pass/Fail Course).
- (f) All training courses will be mutually agreeable to both the teachers and the building administrator. Absent agreement, the Superintendent and the Association will meet in a timely manner with the parties to help resolve the impasse.
- (g) The teacher must complete the coursework by August 25 of the year the assignment commences.
- (h) The District will pursue a waiver, subject to the requirements of the North Central Association, for any existing teacher(s) in current assignments who do not meet NCA qualifications. If a waiver is not granted by NCA, the teacher(s) must meet NCA guidelines by the beginning of the 2001-2002 school year. The Board shall pay for all retraining.

7.02.02 Middle School:

- (a) A teacher who has a major in a subject area and is North Centrally qualified is eligible at any time to teach that subject.
- (b) A teacher who has a minor in a subject area and is North Centrally qualified but has not taught in that area for the last six (6) years, will take three (3) semester hours in the first year of the new assignment to become qualified.
- (c) Teachers shall be assigned to any middle school position for which they are certified and North Centrally qualified.
- (d) The District will pursue a waiver, subject to the requirements of the North Central Association, for any existing teacher(s) in current assignments who do not meet NCA qualifications. If a waiver is not granted by NCA, the teacher(s) must meet NCA guidelines by the beginning of the 2001-2002 school year. The Board shall pay for all re-training.

Elementary:

- 7.02.03 Teachers in Grades K through 5 who are certified and North Centrally qualified for K through 5 are also eligible.
- 7.02.04 Teachers in the high school, middle school and elementary schools who do not become qualified for new assignments may face layoff at the end of the first year of a new assignment. In such cases, Article 10.03 may be waived so that non-qualified teachers may be laid-off between August 26 and the first Regular Board of Education Meeting in September.
- 7.02.05 It is expressly understood that qualifications as described above shall be applicable to voluntary transfers, involuntary transfers and vacancies.

7.03 Assignments/Reassignments:

- 7.03.01 All class assignments shall be building handled as follows: By April 15 of each school year, teachers within each departmental area or building shall be provided opportunity to confer with and make recommendations to administration regarding course proposals and proposed teaching assignments as part of the

process of developing a final master schedule for each semester and/or school year. If specific teacher recommendations cannot be accommodated, teachers affected shall be notified by May 15 of each school year, subject to the following provision(s) regarding reassignment.

7.03.02

In recognition of the fluctuating student enrollment and mutual commitment to work together to enhance the quality of education for the District, the parties agree that a school-building administrator may reassign teachers within the building in accordance with the following:

- (a) The administrator shall first consider, but is not limited to, volunteers for the assignment.
- (b) No more than two teachers per elementary building and three teachers per secondary building may be reassigned per year pursuant to this procedure.
- (c) A tenured teacher may not be reassigned pursuant to this procedure more than once in 5 years.
- (d) The administrator's preliminary decision to reassign teachers and reasons for same shall be submitted to the school improvement team for review and comment before it becomes final.
- (e) Reassignment shall not be made for arbitrary or capricious reasons. A teacher who believes that a reassignment has been made for arbitrary or capricious reasons may file a written complaint with the Superintendent within 5 days of receipt of notice of the reassignment. The Superintendent shall convene a six-member panel consisting of three members chosen by the CEA, and three chosen by the administration within two weeks. The panel shall meet with the parties to review the complaint. The reassignment decision may be reversed by a majority vote of the panel. In the event of a tie vote, the reassignment proceeds.

The parties agree to meet as necessary to discuss the effectiveness of this reassignment provision.

- (f) It is expressly understood that a voluntary change in assignment between two (2) teachers and approved by the

building administrator shall not constitute a reassignment pursuant to the provisions of Section 7.03.02.

7.04 Vacancies:

A vacancy is when a teacher leaves a position and that position requires a teacher to fill the position. This shall include layoff, leave of absence, and resignations or dismissal. A vacancy is created also when a new teaching job and/or position is introduced into the program.

When a vacancy occurs during the school year, the Board has the option of filling said vacancy either by voluntary transfer or new hire. It is further understood that recalls of laid-off teachers shall be the first method used to fill the vacancy when anyone on layoff is certified for the position.

When a non-laid-off teacher is displaced at the end of the school year because it is necessary to have a lesser number of teachers in the building, the most senior displaced teacher shall have the right to choose from all vacant positions including those created by layoff.

When it is necessary to move a teacher from one grade level to another within an elementary building the teacher with the lowest seniority within the grade level that is decreased shall be moved.

Vacancies at year's end in the bargaining unit shall be posted and offered first, by seniority to all displaced teachers; secondly, by seniority to all non-laid-off teachers who apply and lastly by seniority to all laid-off teachers. It is understood that any teacher referenced in this paragraph must be certified and qualified (See Article 7.02) to be assigned to a vacant position.

As a teacher is laid-off, the position that he/she left shall be considered a vacancy. Non-laid-off teachers may submit request for transfers to these vacancies.

If requests are refused, the teacher may ask the Association to meet with the administration in an attempt to resolve the problem.

As laid-off teachers are called back, they will be apprised of any and all openings in the District and will choose their assignments according to seniority and certification.

In individual cases and because of unusual circumstances the Board shall be empowered to implement a change in the above transfer, assignment and vacancy procedure if concurrence can be reached with the Association.

All vacancies occurring within the bargaining unit shall be posted in each building for at least five (5) days prior to the position being filled. The postings shall contain:

- (a) The building or special service department.
- (b) The tentative grade level and/or courses to be taught.
- (c) The academic and professional qualifications desired for the position.
- (d) The certification requirements and, if any, the accreditation requirements.

A copy of each posting shall be forwarded to the SODA Office. Vacancies occurring during the summer recess shall first be filled from personnel surveys (Appendix "D") or from other written material (postmarked by June 30) sent by the teacher to the Board.

Vacancies and new positions shall be filled voluntarily when possible, and based upon the certification, seniority and qualifications of the applicants, in that order. Seniority shall be defined as found in Article 10 dealing with Layoffs and Recall.

7.05 Highly Qualified Teacher Content Area Portfolio:

It will be the responsibility of the District Advisory Coordinating Council [DACC] to follow the ESEA / NCLB guidelines to develop an appropriate portfolio option for Clawson teachers to meet the "highly qualified" standard. This portfolio option shall be approved by both the Association and the Board.

Reference: The Michigan Highly Qualified Teacher Content Area Portfolio Guidelines developed in accordance with the criteria provided by the No Child Left Behind [NCLB] Act of 2001 and dated January 9, 2004.

ARTICLE 8

Teaching Conditions

8.01 The Board shall provide two (2) uniforms for all shop, science, art and home economics teachers in the district. Said uniforms shall be replaced yearly, or later if mutually agreed upon, and remain the property of the school district.

8.02 The Board agrees to permit teachers to conduct educational field trips after the necessary forms have been filed and approved.

8.03 The Board agrees to maintain an adequate list of certificated substitute teachers. When it is necessary for the regular teacher to be absent, he/she shall call and inform the Board before 7:00 a.m. to report his/her unavailability for work. It shall be the responsibility of the Board to arrange for a substitute teacher. A teacher who has reported his/her unavailability for work may request a particular substitute teacher for his/her classroom.

The Board will supply the Association with a list of available substitute teachers in the district up to three times per year when requested by the Association. The list will include name and teaching areas.

8.04 Student Teachers: The parties agree that student teachers are an important aspect in good teacher preparation; therefore it is agreed that:

- (1) Only tenure teachers will supervise student teachers.
- (2) Only teachers who volunteer or request student teachers will be granted a student teacher.
- (3) No more than five (5) student teachers will be assigned to the district any year, unless that number is mutually changed.

8.05 Telephones: Regular school telephone facilities shall be made available to teachers for school business and limited personal use only. All telephone calls requiring the dialing of the digit "1" and an area code, or any zone, shall be made at the teacher's expense, except school business calls as approved and recorded by the school office on the forms provided. The Board shall provide a telephone for the use of teachers in each school-building teacher's workroom (lounge). Telephone lines and extensions shall remain in each building as existed in the 1980-81 school year.

- 8.06 Supervisory Assistance: It shall be the right and responsibility of the teacher to seek supervisory assistance when it is needed. The supervisor shall provide all reasonable assistance when requested by the teacher.
- 8.07 It is agreed that each teacher shall initially be responsible for disciplinary problems arising in the classroom. When a discipline problem is such that the teacher cannot carry out his/her normal lesson plan, the teacher, at his/her discretion, may refer the student to the administrative office for a period of time not greater than one school day. After the school day, the teacher and administrator shall meet to decide on a plan for resolving the problem. This procedure may be repeated.
- 8.08 The local building administrator and staff and/or department shall meet each year to prepare a local budget request. When the local building and/or department budget is prepared, copies shall be given to the Board so that they may have the information in developing a district budget.
- 8.09 Curriculum Involvement: There shall be no change in the district's curriculum, until the curriculum committee study is concluded and reported to the Board with a recommendation. It is understood that after a reasonable period of time, the committee must present a recommendation, so that the failure to complete the study and recommendation process does not preclude the Board from taking action on a curriculum change. Participation on curriculum study committees shall be voluntary.
- When a curriculum study committee is necessary, notification shall be sent to the Association President. The Association will volunteer one teacher to be on the curriculum study committee. Said committee shall contain a minimum of three (3) teachers.
- Teachers shall constitute at least fifty (50) percent of the membership of the curriculum study committee.
- 8.10 Academic Freedom: The parties seek to educate young people in the democratic tradition, to foster their recognition of both individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of the individual personality. Academic freedom in teaching shall be guaranteed to all teachers within the framework of curriculum and good judgment. Within these guidelines, the teacher is encouraged to teach the student in the best manner of which he/she is capable. Teachers have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.

- 8.11 Whenever possible, no secondary teacher shall have more than three (3) preparation periods.
- 8.12 Because every building has problems particular to itself, due to facilities, personnel and the public, each building shall be authorized to democratically develop building policies that are not inconsistent with the Laws, Rules and Regulations of Michigan and the United States, and/or any political subdivision thereof, the Master Agreement or the School Board policy.
- 8.13 The Board shall maintain C.A.-10's and the posting of grades on C.A.-39's and C.A.-60's in the secondary schools. In no cases will these duties be assigned to a teacher. All information placed in C.A.-39's or 60's by a teacher should contain only factual information.
- 8.14 The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires based on text materials used and similar materials are the tools of the teaching profession. Further, the parties shall continue to seek and use textbooks and supplementary reading materials that contain the contribution of minority groups to the history, scientific, and social development of the United States.

If the basic supplies necessary to open school that have been ordered by the Board do not arrive by the opening of school, the Board will provide said materials through other sources so as to have basic supplies by the opening day of school.

The parties will confer from time to time for the purpose of improving the selection and the use of such educational tools, and the Board will endeavor to implement all joint decisions made by its representatives and the Association. The Board agrees at all times, subject to budget limitations, to keep the school properly equipped and maintained.

The Board will provide each teacher with two (2) or more of the following:

- (a) A lockable file cabinet
- (b) A lockable closet
- (c) A lockable desk
- (d) Some other mutually agreeable lockable space

All itinerant bargaining unit members shall have an adequate workstation that may be more than one location per building.

- 8.15 Paved parking facilities, properly maintained, shall be provided at all buildings for teachers' use.
- 8.16 In all schools the local school principal may install a vending machine for beverages. All existing machines shall remain in their present buildings. The net proceeds from these machines are to be deposited in conformity with district accounting procedures.
- 8.17 The Board shall make available to each school building adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, shall be reserved for use as a faculty lounge.
- 8.18 Any non-bargaining unit person employed by the School District of the City of Clawson is prohibited from being assigned to any bargaining unit position, curricular or extra-curricular. A bargaining unit position shall be defined as any position for which a pay rate has been negotiated by the Association and the Board, subject to 8.19.

The duties of any teacher or the responsibilities of any position in the bargaining unit will not be transferred to a person outside of the bargaining unit.

- 8.19 All extra-curricular positions, such as, but not limited to, those in Schedule "B" shall be offered first to bargaining unit members. Except for members on extra-curricular probation, no teacher shall be released from any extra-curricular programs unless it is for just cause or resignation. The extra-curricular probationary period shall be for one (1) season.

After offering extra-curricular positions to qualified bargaining unit members and the position is not filled, the Board may offer said position(s) to people outside the unit, but in no case shall the pay be more than listed in Schedule "B". In subsequent school years should a qualified member of the bargaining unit desire to apply for an extra-curricular position occupied by a non-bargaining unit member, said member shall be responsible for submitting his/her application to the appropriate building administrator. The bargaining unit member shall apply no less than thirty (30) days prior to the commencement of practice for coaching assignments and prior to the commencement of the school year for other assignments. The aforementioned time limits may be waived by mutual agreement of the parties.

During the school year, bargaining unit members shall be notified of extra-curricular openings. During the summer, appointments to vacant

extra-curricular positions shall be made after referring to teacher survey sheets and then as per paragraph above.

Bargaining unit members should indicate their interest in performing extra-curricular duties on the teacher survey form, Appendix "D".

- 8.20 When hiring outside applicants, consideration shall be given to teachers released from constituent districts of Oakland County Schools who have a right to recall in their former local districts.
- 8.21 Each building shall be equipped with at least one operable electric duplicating machine, plus an adequate supply of long and short copy paper. The High School, Schalm Elementary School and the Middle School shall have at least two (2) operable electric duplicating machines. Teachers shall have immediate access to said machines. The High School machines shall be located in the teachers' lounge.
- 8.22 I.E.P. meetings will be held during the teacher's working hours whenever possible. If an I.E.P. meeting must be held after the teacher's working hours, in accordance with IDEA 97 statutes and regulations, the I.E.P. meeting will not start any later than 6:00 p.m. or occur on a Saturday or Sunday. Teachers attending I.E.P. meetings after work hours will be compensated in accordance with 5.04.
- 8.23 Staff members who are on a regular contract year, but who receive less than a full salary due to a reduced daily teaching, are expected to participate in any in-service days, but only to the same proportion that they would normally work for that day (i.e., a staff member who works only half days in the mornings should attend the morning portion of the in-service and would be dismissed for the afternoon sessions). Faculty meetings are expected to be attended, except where the meetings occur at opposite ends of the staff member's reduced work day (i.e., staff members working mornings should attend faculty meetings held before school but would not be expected to attend an after school meeting). They are expected, however, to ascertain the discussions of any meetings not attended. Parent-teacher conferences are an obligation of all regular contract teachers, full or part-time, and any time required beyond the normal workday will be handled by compensatory time off.
- 8.24 Any person who has authority to change or reverse a teacher's decision regarding the grading of students, passing or failing, shall furnish the teacher with written notification of said action. The notification shall include the name of the student and rationale for said change.
- 8.25 Teachers shall not be required to administer medication to any students. The Board shall provide training for all teachers having to service

medically fragile students. When a medically fragile student needs to be serviced, the teacher and appropriate administrator shall mutually develop a plan for the necessary medical procedure.

8.26 No member of the bargaining unit shall suffer any loss of pay, benefits or change in length of work and/or teaching day as a result of the school district's participation in the Center for the Advanced Studies and the Arts program (CASA).

8.27 Teacher-In-Charge: An individual who volunteers, by submitting an application to their building principal, for the teacher-in-charge pool, must be a tenured teacher and have at least two (2) years teaching experience in their building. Any teacher wishing to remove himself or herself from the teacher-in-charge pool must so notify the principal in writing. Selection of the teacher-in-charge for each building shall be done by the building principal and is not grievable.

Teachers serving in this capacity shall receive a stipend of Five Hundred Dollars (\$500.00) per year. If more than one teacher serves in this capacity in a single building during a given school year, the stipend shall be divided between the teachers sharing this position.

A teacher-in-charge shall not serve as principal for an extended period of time. This provision is only to provide a substitute for the principal of the building on a short-term basis.

A teacher-in-charge shall not discipline staff within the building. If a serious problem arises with a staff member(s), the teacher-in-charge shall contact the superintendent or his designee and inform him/her that a situation has occurred which requires the superintendent's intervention. The superintendent's office shall be notified whenever a teacher is left in charge of a building in the principal's absence.

8.28 Probationary Teachers / Professional Development Activities

Probationary teachers shall during the first three (3) years of their probationary status be required to participate (without being provided additional compensation) in professional development activities/programs provided by or scheduled by the School District. The aforementioned probationary teachers shall be required to participate in twelve (12) hours of professional development activities during the first and second years of their probationary status and six (6) hours during the third year of their probationary status. The aforementioned hours of professional development activities shall be considered as a partial completion of the ninety (90) hours of professional development required by the State of Michigan

Department of Education. The professional development activities/programs shall be developed by the Superintendent of Schools or his designee(s) and the President of the Association or her designee(s) and may include programs developed or offered by the Michigan Education Association. These activities shall commence during the 2002-03 school year.

8.29 Online / Distance Learning

Guidelines shall be developed by DACC and approved by the Association and the Board.

Reference: Guidelines of Michigan Virtual University

8.30 Dual Enrollment

Guidelines shall be developed by DACC and approved by the Association and the Board.

ARTICLE 9

Class Size

9.01 Because the student-teacher ratio is an important aspect of any effective education program, the parties agree that class size shall not exceed the following maximums:

9.01.01 Elementary: Grades K-3: 29 students district average
Grades 4-5: 30 students district average. No elementary class shall exceed thirty-three (33) students. Split classes shall be a minimum of two (2) students less than the district average.

9.01.02 Special Education: The maximum number of students per class will be in accordance with the State recommended guidelines.

9.01.03 High School: Academic Classes - Average class load per teacher – 31 students per class, maximum for any one class – 33 students.

Middle School: Academic Classes - Average class load per teacher per day – 29 students per class, maximum for any class – 32 students.

9.01.04 Laboratory classes, art, home economics, language, science labs, vocational education, etc. – number of available stations and equipment.

9.01.05 Physical Education: Average class load per teacher – 40 students per class. Maximum for any one class – 45 students.

9.01.06 Music: In the areas of band and choir, class size shall be determined by cooperative scheduling between the teacher and building principal.

9.01.07 Counselors' and librarians' teaching loads: As suggested by North Central.

- 9.02 Pilot programs and other special programs may deviate from the class size table by mutual agreement of the Association and the Board.
- 9.03 It is further agreed that any special education student who is mainstreamed into a general education class shall count as one full student in the total class count of that class during the time that student is placed in the regular classroom. The total class count of the regular classroom shall be the largest number of students in attendance in the room at one time.

ARTICLE 10

Promotions, Layoff, Recall, and Survey Form

10.01 Seniority:

Seniority for this contract shall be defined as the number of years of service as a teacher or administrator in Clawson Public Schools, including accrued leave time. An administrator, in order to retain seniority rights under this section must have been promoted from a teaching position in the Clawson School District. The start of seniority shall be the latest date of hire. Seniority shall be determined by the date and time the teacher accepted the offer of employment.

10.02 Promotions:

It is the policy of the Board to consider administrative promotions from within the staff when in its judgment qualified staff members are available. Therefore, whenever any vacancy in a professional administrative position in the district occurs during the school year, such vacancy will be posted in each school building.

- (1) Title of Announcement of Vacancy
- (2) Title of the position that is open
- (3) Formal requirements of the position and notice that other qualifications are also considered in the final selection of someone to fill the position.
- (4) Notice that search for a highly qualified person to fill the position is not restricted to this district.
- (5) Final date for filing an application for the position.

No such vacancy shall be filled, except on a temporary basis, until such vacancy has been posted for at least ten (10) calendar days.

A "promotion" is a change in position that results in additional compensation and the position is listed as an administrative position within the scope of the Board of Education policy manual. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular and extra-contractual activities.

If such vacancy occurs during the summer, the Board will notify teachers by mail who have indicated a desire for such a promotion to an administrative position.

A teacher interested in being notified about an administrative position during the summer must on or before June 1st of each year submit to the Superintendent in writing his desire to be notified and a self-addressed, stamped envelope for such notification.

It is recognized that the Board will make the final determination in the filling of such vacancies that do occur, and that such vacancies be filled in accordance with the provisions outlined above.

10.03 Layoff and Recall Procedures:

An exception to Article 10.03 can be found in Article 7.02.04.

Layoff means removal from the payroll with no employment rights other than retention of seniority status and recall rights as noted below.

If, because of circumstances such as reduction in student population or changes in curriculum or financial reasons, it becomes necessary to reduce staff, the following layoff recall procedures shall prevail:

10.03.01 All non-tenured teachers will be laid off first; however, the Board will retain non-tenured teachers where no tenured teachers are available or qualified for the position.

Layoff notices shall be received by all affected teacher(s) by certified mail, or personal service, at least sixty (60) days prior to the close of the teacher's school year.

Teachers with the most teaching seniority in Clawson Schools will be retained to the last. Where seniority is the same, the teacher who has the highest qualifications will be retained, and where seniority and qualifications are the same, the teacher with the best performance record will be retained.

The Board shall furnish the Association with a listing of the seniority and certification of all teacher employees by November 1 of each year. Any changes to this list will be provided by February 1.

- 10.03.02 The Board will make an effort to find another teaching position for the laid-off teachers.
- 10.03.03 Teachers will be recalled to positions by building and grade level (elementary) / subject area (Middle School and High School) based on seniority first and certification second. Those teachers who are not qualified as defined in Article 7, Section 7.02 through 7.02.03, shall enroll in classes in order to comply with the requirements of this provision.
- 10.03.04 A teacher being recalled during the summer months (end of school year to August 1), will be given fourteen (14) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment. From August 1 until the first day of school a teacher will be given five (5) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment.
- During the school year a teacher being recalled will be given four (4) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment.
- 10.03.05 No new teacher shall be hired in a subject area until all laid-off teachers from that subject area have been recalled or decline a part-time opening.
- 10.03.06 No new teacher shall be hired in a subject area before teachers who are laid-off from other subject areas who may be qualified and who possess the necessary certification are recalled or decline a part-time opening.
- 10.03.07 A teacher shall not be laid-off because of curricular change unless such change would render him/her non-qualified under the State Certification Code, and he/she has refused another assignment opportunity.

- 10.03.08 For the purpose of recalling a teacher from layoff, it shall be the responsibility of the teacher for notifying the Board of any changes in his/her teaching certificate which will be completed by the beginning of the next school year, by June 1 of the current school year. The Board agrees to wait until June 1 of the present school year before recalling any laid-off teachers.
- 10.03.09 When a teacher accepts a full-time position as a teacher and is employed by another system, he/she forfeits all benefits under this section.
- 10.03.10 A teacher on layoff may pass on a part-time assignment when his/her seniority date comes due for rehire and shall remain on the recall list according to his/her seniority date and be offered the next available opening for which he/she is certified, except as provided in section.
- 10.03.11 A teacher, as described in Section 10.03.10, who passes on part-time job and remains on the recall list, shall not have the right to bump another recalled teacher with less seniority, who is teaching part-time, when said part-time position is increased in hours and pay during the school year.
- 10.03.12 A laid-off teacher, recalled to a part-time position and who accepts the position, will be offered the first subsequently available *full-time position for which he/she is certified, according to seniority.

*full-time: A position(s) consisting of enough class hours to be called full-time; i.e., ½ time K and ½ time gym; 3 hours Social Studies and 2 hours English; 5 hours of 2nd grade, etc.

10.04 Teacher Survey Form:

Each spring a teacher survey form will be sent to all teachers requesting certain information for the coming year. The form shall be similar to the form provided in Appendix "D".

ARTICLE 11

Leaves of Absence

11.01 Short Term Leaves:

11.01.01 Leave Days:

During each year, the teacher will earn leave at the rate of 1.4 days per month to a maximum of fourteen (14) days per year. At the beginning of every year, each teacher shall be credited, in advance, the number of days for that year (14), plus all previously accrued leave. All of the unused days earned shall be added at the end of each fiscal year to the teacher's leave reserve, provided that such leave reserve shall not exceed a total of one hundred thirty (130) days. Any days accrued beyond 130 shall go to the Master Sick Bank.

Leave days may be used for illness, personal, private business, emergency, funeral leave, observation of religious holidays, and all other leave days.

If an illness occurs on the day before or after a holiday or recess period, the employee must present, upon the request of the Superintendent, a physician's statement to the office of the Superintendent of Schools, upon his/her return. A physician's statement may also be required if a teacher is absent for illness on two consecutive Mondays that school is in session.

If unearned leave days have been paid to the teacher and the teacher is leaving active employment within the district, the overpayment will be deducted from the teacher's final check.

Any teacher who is absent because of an injury or disease compensated under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the remainder of the year or ninety (90) school days, whichever is greater.

11.01.02 Master Sick Bank:

11.01.02.01 Master Sick Bank: The procedure for the establishment and administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all teachers who apply and their applications are subsequently approved for sick day benefits.

11.01.02.02 Funding for Sick Bank: The Master Sick Bank shall be funded in accordance with the following provisions:

11.01.02.02.01 If the Master Sick Bank drops below the district's yearly maximum liability, then all returning teachers will contribute a minimum of one day to replenish the bank.

11.01.02.02.02 Personal sick leave days accrued beyond One Hundred Thirty (130) shall be credited to the Master Sick Bank.

11.01.02.02.03 The maximum liability to the school district for any year shall be no more than 300 days per year.

11.01.02.03 Eligibility Master Sick Bank: Any teacher shall be eligible to make application to the Sick Bank Committee for sick days of benefit after he/she has been incapacitated for fifteen (15) consecutive working days and has used all of his/her own current allowance. If a teacher is incapacitated for at least fifteen (15) working days in any one (1) year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same doctor who handled the case originally verifies by written statement that such incapacitation is a recurrence, then the fifteen (15) day eligibility requirement could be waived in this instance at the discretion of the Sick Bank Committee.

No new teacher may use the Master Sick Bank unless he/she teaches at least one day in the school year.

11.01.02.04 Application: Each application for sick days of benefit from the Master Sick Bank must be submitted on the Sick Bank Application form to the Sick Bank Committee, and such application will be approved or rejected on the basis of the individual teacher's circumstances. All applications must be accompanied by supporting doctor's statements.

11.01.02.05 Sick Bank Committee: The Sick Bank Committee shall be composed of teachers appointed by the Association. Any application approved by the committee shall be by majority vote of the entire committee.

11.01.02.06 Administration: The Master Sick Bank shall be administered by the Sick Bank committee in accordance with the following provisions:

11.01.02.06.01 When a teacher becomes eligible for the Long Term Disability policy, he/she no longer will be eligible for Master Sick Bank days for that event.

11.01.02.06.02 The form authorizing an award of sick days from the Master Sick Bank to a teacher which is sent to the Board for payment must be accompanied by supporting doctor statements used by the Committee in making their decision (for Board review) and signed by the chairperson of the Sick Bank Committee.

11.01.02.06.03 The administration records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three (3) members, with one member each to be appointed by the Board, by

the Association, and by the Sick Bank Committee.

11.01.02.07 Retention of Leave Days: All leave days transferred to the Master Sick Bank shall be vested absolutely in the Master Sick Bank and shall not be subject to any use, claim or demand by any teacher or the Association.

11.01.02.08 No Increase in Board Liability: Nothing herein contained shall alter, extend, or in any manner increase the liability of the Board to any teacher in respect to sick day compensation presently existing in any plan or agreement to which the Board is a party.

11.01.02.09 Any pay out from the Master Sick Leave Bank shall be equal to the normal daily rate of pay of the subject teacher for each day used.

11.01.03 Deductions for Leave Days:

If a teacher finds it necessary to use more than his/her credited leave bank reserve, including eligible master bank days, he/she shall have a per diem amount deducted from his/her salary for each day of leave used beyond his/her credited reserve.

Leave with pay shall not normally be granted in the 1st or last week of the school year or within one (1) school day prior to or following a vacation period. If not pre-approved by the principal or director, the Superintendent may request verification of teacher illness or emergency on these days.

All requests for pre-approved leave shall be submitted on the appropriate form.

Whenever a staff member of this school district dies, teachers in that building shall be able to attend the local funeral service without loss of pay. The teachers requesting to attend shall do so as soon as possible so that the school district can provide a substitute teacher or close the school for that period of time necessary for the teachers to attend the local funeral service. The Association and the Board will have representatives discuss the policy with the family.

11.01.04 Jury Duty:

Teachers called for jury duty will suffer no loss of leave days or compensation while on jury duty. Teachers who are eligible for jury duty and serve on jury duty shall be paid the difference between jury duty pay and their regular compensation for the days involved. Proof of jury duty days shall be made to the Board within fifteen (15) school days after the receipt of the payment for jury duty from the county clerk. However, any teacher who volunteers for jury duty, without first being called shall not receive the difference between the jury duty pay and his/her regular compensation.

11.01.05 Recreation and Vacation Leaves:

An employee who has served Clawson Public Schools for two (2) or more years may be granted a leave for recreation or vacation purposes without pay for no more than ten (10) days per school year, providing the request is made thirty (30) days prior to the leave. Approval for such leaves is at the discretion of the Board.

It is the philosophy of the Board that children should be taught by the regular classroom teacher whenever possible and that teachers should plan their vacations during recess periods.

11.01.06 Conference Leave:

The Board allows the Superintendent to approve conference leaves.

11.01.07 Leave Regulations:

Teachers who are absent without an adequate lesson plan available for the substitute teachers shall forfeit their right to collect salary on the sick leave plan.

11.02 Voluntary Long Term Leaves:

11.02.01 Voluntary Leave:

A tenured Clawson teacher may be granted a leave of absence for personal reasons without pay upon written request, providing that the leave shall not exceed a period of two calendar years. Such requests must be submitted by May 1 of the year prior to the leave. The Board will respond to all teachers requesting a voluntary leave. Reasons for denying any request shall be provided the teacher in writing. Extensions may be requested.

Time spent on voluntary non-paid leaves of absence shall not be credited toward salary increments in the same manner as time spent on active duty and shall not continue to accrue seniority during said leave.

A voluntary leave is intended for the following uses:

- (1) Out-of-town employment relocation of spouse.
- (2) Acceptance of an alternative career opportunity.
- (3) Exchange teaching or teaching outside of the United States.
- (4) Leave for professional study.
- (5) Personal reasons not covered in other clauses of the Master Agreement.

11.02.02 Association Leaves:

A member of the Association elected to local, state or national association positions, or a member selected by the Association to do association work which would take him from his/her regular teaching position, may make application to the Board for a temporary leave of absence without pay, for a period of time not to exceed two (2) years, or for the term of office, whichever is the lesser, and upon receipt of such application, such leaves shall be granted by the Board.

11.02.03 Elected Public Office Leaves:

A member of the Association, who is a tenured teacher, elected to any local, state or federal office, may make application to the Board for a temporary leave of absence without pay, for a period of time not to exceed the term of office to which that member has been elected, and upon receipt of such application, such leave shall be granted by the Board.

11.02.04 Maternity Leave:

The teacher who is pregnant shall notify the Board in writing prior to her fifth (5th) month of pregnancy and at the eight (8th) month request one of the following two leave provisions from the Board of Education:

Option 1: The pregnant teacher shall be able to perform her teaching duties until such time as her physician states that she is unable or should not continue to perform her teaching duties. As soon as the teacher's health permits as determined by her physician she shall return to her original position. The Board of Education may request from the teacher from time to time a report on the condition of her health. It is further agreed that a teacher may elect to take a childcare leave instead of returning to work.

Option 2: The maternity leave shall start at a time requested by the teacher and shall continue in effect until the first or second September after the granting of the leave; provided, however, that any teacher on leave may request in writing that she be returned to service at an earlier date, and she shall be returned to service if a position is available, and if a position is not available, she shall be returned to service when the next position becomes available, provided that at the start of the next school year after her request to return, said teacher shall be returned to a position according to seniority (as defined in the layoff and recall article).

In the event of miscarriage or death of the object child, the leave of absence will be terminated upon the request of the teacher. She shall be returned to

service as described in option two above. The granting of any such leaves, as described above, will in no way interrupt seniority and other rights attendant thereto.

If any provision of this section shall be contrary to any federal or state law or reported court decision, then in such event, the parties hereto shall agree on the necessary modification so as to make such invalid provision conform to such law or court decision.

11.02.05 Child Care Leave:

A teacher choosing either of the maternity options above, or a male teacher, may select to remain home with the object child for up to two school years following the school year or summer in which the child was born. Such leaves shall be granted.

11.02.06 Adoption, Including Guardianship:

An adoption leave shall be granted by the Board for up to two (2) school years upon the written request of the teacher. Requests for adoption leaves should be made as soon as the adoption is known to be imminent.

11.02.07 Family Care Leave:

A teacher desiring a family care leave shall request same from the Board in writing. The Board shall grant a family care leave for up to two (2) school years.

Under leaves 11.02.05, 11.02.06 and 11.02.07 the teacher who has originally opted for less than a two year leave shall have the right to extend said leave for the full two year period providing such notice is given to the Board of Education by May 1, prior to the September in which the teacher plans to return.

11.02.08 Military Leave:

Any teacher who is drafted, reactivated, or enlists for active duty in the Armed Services of the United States for service shall be granted a leave of absence for a period not exceeding:

- (1) If drafted or reactivated, at the completion of the first obligation.
- (2) If enlisted, at the completion of the enlistment
- (3) If laws extend either the original enlistment or draft, at the completion of the extension the teacher shall be reinstated as soon as he/she returns. The application for reinstatement must be made within ninety (90) days from date of honorable separation.

When he/she returns, he/she shall be placed on the current salary schedule including the annual increments for the time spent in active military service.

In the event a teacher's certificate (license) expires while a teacher is on leave(s) provided for in this article, the Board shall use its best efforts to re-certify (re-license) the teacher.

All leaves, except voluntary leaves, will accrue seniority and may be extended, if requested by the teacher and approved by the Board.

11.02.09

Reinstatement from Leave:

A teacher returning from any leave granted by the Board, except as specified elsewhere, shall be subject to reinstatement as follows:

A teacher who desires to return from a leave will be reinstated according to the seniority list. Notice of intent to return at the beginning of the school year must be given by May 1, prior to the September of the school year in which the teacher desires to return to teaching. The applicant's request for reinstatement must be accompanied by proof of certification to teach if requested. Teachers do not have an inherent right to return from leave prior to its expiration date. However, they shall be reinstated to a position if a vacancy exists and they give notice of fifteen (15) workdays prior to the date the position becomes vacant. There will be no loss of job security for refusing positions prior to the end of the leave.

In the event a teacher's certificate (license) expires while a

teacher is on leave(s) provided for in this article, the Board shall use its best efforts to re-certify (re-license) the teacher.

11.02.10 Failure to make application for reinstatement within time limits (the effect of):

A teacher shall make application for reinstatement within the time limit specified for the type of leave, and if the teacher does not provide such notice, he/she shall be deemed to have terminated his/her employment under the terms of this agreement unless upon granting the leave the Superintendent had failed to timely notify the teacher involved and the Association by letter that the leave had been granted. Such letter must include the teacher's rights and responsibilities concerning leaves under the Teacher Tenure Act and this Article of the Master Agreement.

See letter in Appendix "C".

11.03 Involuntary Leave:

11.03.01 Involuntary Medical Leave

The Superintendent may request in writing a medical examination for any member of the staff whenever in his judgment such action is required for the best interests of the children of the school district. Such examination shall not be required more than once per school year.

A report from three physicians shall be required. One physician is to be chosen by the Board, one chosen by the employee, and one mutually agreed upon by both parties. The expenses of the examination are to be borne by the Board. Upon receipt of two favorable opinions of the physicians involved, the staff member will be reinstated.

ARTICLE 12

Evaluation

12.01 Teacher Evaluation:

Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities. Teachers will be informed of the specific criteria upon which they will be evaluated. All goal setting, observation, evaluation, and individual development plan forms are found in Appendix "E" of the Collective Bargaining Agreement. It is understood that all probationary teachers will have an Individual Development Plan (IDP) no later than the end of their first year of employment. Furthermore, tenured teachers whose performance is unsatisfactory shall be placed on an Individual Development Plan [Form D] (Revised School Code, Section 380.1526, 380.15273, and the Teacher Tenure Act.

12.01.01 Purpose:

In an effort to provide ongoing professional growth of the bargaining unit employees, the parties to this Agreement have established the following purpose(s) for evaluation of professional staff:

- (a) To provide quality instruction for students
- (b) To provide ongoing communication between teachers and administrators
- (c) To provide a process that is ethical, in accord with the Teacher Tenure Act and Revised School Code, clearly understood, and consistent throughout the district.

All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices will be strictly prohibited.

All tenured teachers shall be evaluated at least once every three years. Either the teacher or administrator may

determine that the evaluation will be conducted more often. Non-tenured teachers will be evaluated annually.

12.01.02 Procedure:

12.01.02.01 The evaluation procedure is to be explained at the beginning of the school year, and a copy of any pertinent information given to each teacher including the evaluation and observation forms.

12.01.02.02 Each observation shall be preceded by a pre-observation conference between the administrator and the teacher so that the administrator can be apprised of the teacher's objectives, methods and materials planned for the teaching-learning situation during which the teacher is to be observed.

12.01.02.03 A minimum of two classroom observations will be conducted as part of the teacher's evaluation. Each visit will involve a minimum of thirty (30) minutes. The administrator will schedule observations at least forty-eight (48) hours in advance. Observations will be held at least sixty (60) days apart.

12.01.02.04 Subsequent to each observation, the administrator will complete the observation form (Appendix "E", Form "A"). A completed copy of the form will be given to the teacher within one (1) week after the observation.

During the second week following the observation, a meeting will be held to discuss the observation, review the observation form, and develop an Individualized Assessment Plan [IAP] (Appendix "E", Form "B"). This plan

should focus on areas that need strengthening or improvement.

A teacher who disagrees with an observation or recommendation may submit a written answer within ten (10) days, which shall be attached to all copies of the observation in question.

In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

12.01.02.05

Normally one observation will be conducted prior to December 1 and the second will be completed prior to April 1.

12.01.02.06

Prior to May 1, the administrator and teacher will meet to discuss the administrator's Summative Evaluation Report (Appendix "E", Form "C").

For tenured teachers, this report should include:

- (a) Copies of the Teacher Observation Reports (Form "A").
- (b) Copy of the Individualized Assessment Plan [IAP] (Form "B").
- (c) Summative Evaluation Report (Form "C").

For non-tenured teachers, this report should include:

- (a) Copies of the Teacher Observation Reports (Form "A").
- (b) Copy of the Non-Tenured Teacher Individualized

- Development Plan [IDP] (Appendix "E", Form "F-1").
- (c) Copy of the Non-Tenured Teacher Professional Development Plan [PDP] (Appendix "E", Form "F-2").
- (d) Copy of the Non-Tenured Teacher Summative Evaluation Form (Appendix "E", Form "G").

- 12.01.02.07 The teacher will have a maximum of ten (10) days to submit a written response to the evaluation.
- 12.01.02.08 This procedure will be consistent throughout the school district.
- 12.01.02.09 An Association representative may be present during all observations and conferences concerning evaluation when requested by the teacher.
- 12.01.02.10 The Board agrees to work toward the improvement of all administrators involved in evaluation to increase their effectiveness in the techniques and criteria to be used in the evaluation process.
- 12.01.02.11 Mentor: As state law mandates, a mentor teacher shall be appointed for three (3) years for each probationary teacher for the purpose of assisting, informing and coaching the probationary teacher in the rights, responsibilities and ethics of the teaching profession in a non-threatening, collegial fashion. The following process shall be followed:

- 12.01.02.11.01 The internal mentor teacher shall be a tenured member of the bargaining unit with satisfactory evaluations and at least in his/her second year of tenure with the Clawson Public

Schools. A Master's Degree is desirable. The mentor teacher will have recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas. External mentors may also be appointed.

12.01.02.11.02 Every effort shall be made to have a mentor who shall have the same background in major area of instruction (i.e. Lower Elementary to Lower Elementary, grade level to grade level, department to department, et cetera) as the probationary teacher. Every effort shall be made to match mentor teachers with probationary teachers who work in the same building.

12.01.02.11.03 The Clawson School District shall notify the Association within five (5) working days of hire of those non-tenured members or of any affected tenured member whose classroom assignment has changed, who require a mentor assignment.

12.01.02.11.04 A committee consisting of equal representation of Association members and appropriate administrators (principal, assistant principal and certificated directors) shall be convened as often as is necessary to appoint mentors. In the event consensus cannot be met, the building administrator will make the final decision.

- 12.01.02.11.05 Except in unusual circumstances, the probationary teacher shall only be assigned one (1) mentor teacher at a time. An internal mentor teacher may have up to two (2) probationary teachers, if desired.
- 12.01.02.11.06 The mentor appointment will be for three (3) years unless either party requests a change.
- 12.01.02.11.07 The Board and the Association agree the mentor/probationary teacher relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or probationary teacher. Neither the mentor teacher nor the probationary teacher shall be permitted to participate in any matter related to the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the probationary teacher nor shall the probationary teacher be called as a witness in any grievance or administrative hearing involving the mentor teacher except in cases of misconduct.
- 12.01.02.11.08 Upon request, the Board shall make available reasonable release time during the school year, so the mentor teacher may work with the probationary teacher in his/her assignment during the regular workday.

Reasonable effort will be made to assign common preparation time for the mentor teacher and probationary teacher.

12.01.02.11.09 During the first three years of the probationary period, probationary teachers shall be provided release time for at least one-half of the fifteen (15) days of professional development instruction.

12.01.02.11.10 Mentors shall be provided up to one day release time for training by the Board within the first month of their assignment(s). The Association shall have the opportunity to review the training materials and/or agenda.

In the event that external mentors are compensated by the school district, then internal mentors shall be compensated in an amount not to exceed one hundred fifty dollars (\$150.00) per school year for services provided during preparation time or beyond the normal workday.

12.01.02.12 Tenured teachers, who are not being evaluated in a particular year, will develop and fulfill a Personal Enhancement Plan (Appendix "E", Form E). This should focus on an area of need as identified by the teacher or as identified in the previous year's evaluation. This plan may be fulfilled by such experiences as university course work, district in-service sessions, collaborative projects with other teachers, observations in other classrooms, etc.

Such plans shall be discussed with the building administrator and submitted in writing.

12.01.02.13

It is further agreed that assessment scores shall not be used in the rating or evaluation of teachers.

ARTICLE 13

Protection of Teachers

- 13.01 Any case of assault upon a teacher in the course of his/her employment as a teacher, or because of his/her employment in Clawson as a teacher shall be promptly reported by the teacher to the principal of the school. At the request of the teacher involved, the Board will provide and pay for an attorney to advise the teacher of his rights and obligation with respect to such assault.
- 13.02 Any absences by the teacher because of an assault upon him/her which results in his/her not being able to perform his/her assigned duties in the course of his/her employment or because of his/her employment in Clawson as a teacher, shall be fully excused and shall not be considered to reduce said teacher's sick day allowance. The teacher shall receive an amount equivalent to his/her full salary for a period of 90 school days or remainder of the school year, whichever is greater, because of said assault, which can be full salary and Worker's Compensation benefits which are in lieu of salary.
- 13.03 The Board will reimburse the teacher for loss or damage to personal property in connection with any assault on said teacher in the course of his/her employment or because of his/her employment in Clawson as a teacher, provided the teacher was acting and/or attempting disciplinary action accordance with and within the scope of Board policy. Such reimbursements shall take place within two (2) weeks of reporting of said incidents. Limits upon such liability shall be a maximum of five-hundred dollars (\$500.00), less the amount of insurance payment.
- 13.04 If any teacher is complained against or sued by reason of disciplinary action taken not inconsistent with the Board's policy, by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- 13.05 The following duties or responsibilities shall not be considered as supervision: Chairing committees, leading departmental meetings, informal interviewing of teacher applicants, or mentor duties.
- 13.06 Teachers will continue to assist the Board in maintaining proper control in the schools.

ARTICLE 14

Negotiations Procedures

- 14.01 The Board and the Association will meet in the City of Clawson or other agreed to sites, on mutually agreed dates, times and places. Agendas shall be mutually set prior to each meeting. Any meeting sites shall have air conditioning.
- 14.02 All negotiations will be closed to the public and the press, unless mutually agreed.
- 14.03 The Board will assume the cost of reproducing the contract.

ARTICLE 15

Retirement/Severance

15.01 A teacher will receive benefits from Clawson Public Schools upon his/her immediate retirement, deferred retirement, retirement due to disability or death.

Any teacher employee retiring after September 7, 1971 and having completed the immediate preceding ten (10) years of service in the Clawson Public Schools, and who has made application and shall be eligible to receive financial benefits within and/or the following school year from the Michigan School Retirement Fund benefits, shall receive at retirement, benefits based on the number of years of services.* There shall be no mandatory retirement age for teaching personnel.

Formula for Computing Benefits:

10 or more years of service : \$100.00 per year

The maximum benefit any teacher will receive is \$3,500.00

*Authorized leaves of absence will not interrupt the accumulation of the immediate ten (10) years of service.

ARTICLE 16

Grievance Procedure

16.01 Definition:

- 16.01.01 A "grievance" is a claim based upon an event or condition which effects the welfare, or the conditions or circumstances under which a teacher works, caused by a misinterpretation or an inequitable application of established law, or the terms of this Agreement.
- 16.01.02 An "aggrieved person" is the person or persons making the complaint either individually or through the Association, or the Association on its own behalf.
- 16.01.03 The term "days" when used in this section shall, except when otherwise indicated, mean working school days.
- 16.01.04 The term "appropriate supervisor" is defined as the Administrator at the level of authority causing the grievance.

16.02 General Principles:

- 16.02.01 The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 16.02.02 It shall be the firm policy of the Association and the Board to assure every teacher an opportunity to have the unobstructed use of this grievance procedure, except as discussed below, without fear of reprisal or without prejudice in any manner to his/her professional status.

Upon receipt of the Administrative Law Judge's decision, as provided for in the Michigan Teachers' Tenure Act, a tenured teacher may elect to appeal the decision to the tenure commission within twenty (20) days or file a grievance at step two, but not both. The grievance must

be filed within forty-five (45) days from the date of the Administrative Law Judge's written decision.

- 16.02.03 A grievant shall be represented at all meetings and all hearings at all levels of the grievance procedure only by the Association. Any meeting or hearings held under the terms of the grievance procedure shall be conducted in private and attendance shall be restricted to those persons who have been requested by the Board or Association to be present.
- 16.02.04 Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.
- 16.02.05 The failure of an aggrieved person to proceed to the next step 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; provided, however, that in the event new facts are obtained which were not previously known to him/her, but which if they had been known may have influenced the disposition of the grievance, the presentation of such information to the Board and the Association, shall constitute grounds to reopen the grievance procedure at the level at which it had been terminated. Provided further, any decision in a grievance that has been rendered prior to Arbitration, and has not been implemented or has been violated, the presentation of such evidence to the Association and the Board shall constitute grounds to reopen the grievance at the next level beyond which the grievance had been previously terminated.
- 16.02.06 The failure of an administrator or the Board at any step to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or the Association to proceed to the next step.

- 16.02.07 It shall be the general practice of the Board, its agents, teachers, and the Association to hold proceedings during such times as to not interfere with regular assigned duties. In the event it is mutually agreed by the aggrieved person, the Association, and the Board will hold proceedings during the regular working hours. Any teacher engaged during the school day in negotiating in his/her own behalf, or in the behalf of the Association, with any representative of the Board, or participating in any level of grievance procedure, including Arbitration, shall be released from regular duties without loss of salary.
- 16.02.08 It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum, and every effort should be made to expedite the process.
- 16.02.09 In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in harm to the teacher, Board, and/or the Association, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible. The form signed by both parties attached to the grievance shall constitute a mutual agreement.
- 16.02.10 Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents that have been approved by the Board and the Association shall be printed and appropriately distributed by the Association so as to facilitate operation of the grievance procedure.
- 16.02.11 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- 16.02.12 If in the judgment of the Association a grievance lacks merit, it may withdraw its support of said grievance at any level by giving written notice to the person(s) filing the grievance and the appropriate administrative representative of the Board. Removal of support by the Association does not prohibit an aggrieved person from

processing a grievance on his/her own through Level 4. Only the Association may take a grievance to arbitration.

- 16.02.13 The following matter shall not be the basis of any grievance filed under the procedure outlined in this article: the termination of services of or failure to re-employ any probationary teacher during the first three (3) years of employment, provided that nothing contained herein shall be construed to deny or limit any teacher's rights he/she may have under law.
- 16.02.14 The cost of any arbitration under this Article shall be shared equally by the Board and the Association.
- 16.02.15 There should be at least one (1) teachers' representative for each school building, selected by the Association, and these persons shall be designated an official representative of the Association for the teachers in the building. An updated listing will be made available to the Superintendent of Schools from time to time upon his/her written request.
- 16.02.16 If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost.

16.03 Procedure:

- 16.03.01 Level One: In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal, or immediate supervisor, either personally or accompanied by any person of his choice, i.e., his/her Association building representative, and/or other representatives of the Association. A teacher having such a complaint is expected to bring the matter to the attention of his/her immediate supervisor and request such a meeting no later than ten (10) days after the event or occurrence, which is when the basis of the complaint becomes known to him/her.
- 16.03.02 Level Two: In the event the complaint is not satisfactorily resolved, the aggrieved person may invoke the grievance procedure by giving in written form the grievance to the

Association within five (5) days after the informal discussion required under Level One.

Within five (5) days of receipt of the written grievance, the Association shall forward the grievance to the appropriate supervisor if it is in support of the grievance, or notify the appropriate supervisor if it chooses not to support the grievance.

16.03.03 Level Three: In the event the complaint is not satisfactorily resolved, the aggrieved person may proceed by giving notice to his/her immediate supervisor or principal, the Association and the Superintendent in writing on approved grievance forms. It is expected that such notice will be filed not later than five (5) days after the receipt of the opinion of the Association under Level Two. Within five (5) days of receipt of the written grievance, the aggrieved person's immediate supervisor or principal shall state his/her decision in writing relative to the grievance, together with the supporting reasons thereof, and furnish one (1) copy to the aggrieved person and two (2) copies to the Association.

16.03.04 Level Four: If the aggrieved person is not satisfied with the disposition or if no disposition is rendered within the time limits he/she may forward the grievance to the Superintendent within five (5) days of the decision at Level Three. The Superintendent or his/her designee will represent the Board at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent; the Superintendent and/or his/her designee will meet with the aggrieved person in an effort to resolve it. Within five (5) days after the meeting the Superintendent of Schools and/or his/her designee will issue in writing his/her answer to the aggrieved person and the Association. Witnesses may be presented at this level.

16.03.05 Level Five: If the decision of the Superintendent is not satisfactory to the Association, the grievance may be submitted to arbitration within fifteen (15) days after receipt of the Superintendent's decision. The Board and the Association shall mutually agree upon an arbitrator.

If the parties cannot agree as to an arbitrator within three (3) days, then the grievance shall, within three (3) additional days, be submitted to the American Arbitration

Association, in accordance with its rules, which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, amend or subtract from the terms of the Agreement. The decision of the arbitrator shall be final and binding on both parties. It is further agreed that the cost and expenses of the arbitrator shall be shared equally by the Board and Association.

ARTICLE 17

No Strike – No Lock Out

- 17.01 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes that threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes can be settled by an impartial third party, the parties have resolved the basic cause of work interruptions during the period of the Agreement.
- 17.01.01 Therefore, the Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike.
- 17.01.02 Therefore, the Board agrees that it will not, during the period of this Agreement, directly or indirectly lock out any employees.

ARTICLE 18

Reserve Teacher

- 18.01 A Reserve Teacher shall be available only to those Clawson teachers who are on the recall list for a regular teaching position. Consideration will be given to other SODA district laid-off teachers when the Clawson layoff list is exhausted.
- 18.02 The teacher(s) accepting this position will be guaranteed Level 1, BA salary as provided in Appendix "A" based upon the number of days in the corresponding work year, and will be contracted to serve as a substitute teacher, and/or in duties related to instruction such as tutoring, assistance in the media/library, or work with curriculum development in the absence of the need for a substitute teacher. In no case shall the work assignment be different than that of a regular bargaining unit member. Job assignments are the responsibility of the Board.
- 18.03 At least one (1) reserve teacher shall be hired for grades K-5 and one (1) for grades 6-12. Others may be added at the discretion of the Board. Teachers drawing unemployment compensation past the time of appointment, as a reserve teacher may not be offered a reserve teacher position.
- 18.04 Reserve teachers shall be hired from the list of laid-off teachers in the Clawson School District and offered in order of seniority as described in Article 10 of the Agreement. Failure of any laid-off Clawson teacher(s) to accept a reserve teacher position shall not have the effect of waiver of recall rights to a regular teaching assignment.
- 18.05 The following are some of the conditions and terms of employment offered to reserve teacher(s):
- 18.05.01 The reserve teacher shall be guaranteed the same days of full-time employment or for the remainder of the school year if hired after the beginning of the school year, as set forth in Appendix "A".
 - 18.05.02 Time of employment as a reserve teacher shall be credited to his/her seniority, probationary period, and placement on the salary schedule, if applicable, as a teacher in the district.

- 18.05.03 The reserve teacher(s) shall be entitled to all rights and perform the responsibilities enumerated in the Master Agreement, unless limited or denied by the express language of Article 18.
- 18.06 If a laid-off Clawson teacher accepts a position as a reserve teacher, he/she shall retain the right of first offer to a regular teaching position in accordance with the lay-off/recall provisions of the Master Agreement.
- 18.07 If substituting during preparation period, the reserve teacher shall receive the pay as specified in Section 5.04.
- After thirty (30) consecutive days in one station, the reserve teacher shall, on the thirty-first (31st) day, begin receiving a pay rate equal to the step the reserve teacher would have been on as if said teacher had been recalled to a regular position. If said teacher is placed in a second thirty (30) day station, the new pay rate shall be retroactive to the first day of the second thirty (30) day assignment.
- 18.08 Board paid fringe benefits of reserve teacher(s) shall be limited to the following:
- 18.08.01 Full family health insurance - as provided in Schedule "C".
 - 18.08.02 Fourteen (14) sick days as per the Master Contract.
 - 18.08.03 Life insurance as provided in Schedule "C".
 - 18.08.04 Dental insurance as provided in Schedule "C".
 - 18.08.05 LTD as provided in Schedule "C".
 - 18.08.06 Vision care as provided in Schedule "C".

ARTICLE 19

Shared Teaching

The Board and the Association agree that in order to return teachers from layoff, the following understandings have been reached concerning shared teaching assignments.

- 19.01 Shared teaching duties may occur when two teachers, one of whom is a laid-off teacher, agree to teach on a reduced time schedule basis, thus effectively recalling the laid-off teacher. Teachers recalled shall follow the terms of the "Agreement". Two full-time teachers who agree to share a position that has the effect of recalling or preventing the layoff of a third teacher shall also qualify under this Agreement.
- 19.02 Shared teaching shall include one of the following:
- 19.02.01 Teaching one semester, full or part-time.
 - 19.02.02 Teaching each day but less than a full day (in elementary school, this would be teaching either a.m. or p.m.; in secondary school, this would be teaching less than five (5) assigned instructional hours per day.)
 - 19.02.03 Teaching less than five (5) days per week.
- 19.03 All assignments shall be at the discretion of the Board.
- 19.04 Scheduling for shared teaching shall be done in a block of time to start with the first class in the morning or afternoon.
- 19.05 Attendance at staff meetings may be required if meeting time is just prior to or right after the block of teaching time. Teachers who do not attend staff meetings are responsible for finding out what was discussed at meetings.
- 19.06 Each teacher participating in shared teaching shall be granted a full-year's seniority.

Each teacher participating in shared teaching shall be granted a full year's increment for salary advancement and longevity credit.

- 19.07 Leave Days: The number of leave days shall be pro-rated by the percentage of salary received for shared teaching (i.e., high school teacher being paid three-fifths salary will receive 60 percent of 14 leave days or 8 days; an elementary teacher being paid one-half of salary will receive 50 percent of 14 days or 7 days.) Sick days, funeral days, personal days, and any other paid leave days are subject to contract guidelines.
- 19.08 Planning time for shared time teaching shall be equally divided, to the extent possible, between the morning and afternoon classes.
- 19.09 Should a shared time teacher who is teaching less than a full day each day be absent more than the number of days granted under 19.07 above, the deduction from that teacher's sick leave bank which was accumulated through previous work shall be pro-rated based upon the same proportion as that used for salary determination.
- 19.10 A shared time teacher shall be considered full-time for the purpose of determining full years of accumulated service for determining Clawson retirement benefits.
- Teachers who participate in the shared time program shall retain all rights, benefits, and responsibilities of the Master Agreement, except as modified by this article.
- 19.11 Deadline for application for the shared time teaching program shall be May 1.
- 19.12 In order for shared time teaching assignments to occur, two teachers will have to volunteer, or one teacher may teach part-time with permission of the Superintendent or his/her designee.
- 19.13 A shared time teaching assignment shall in no way waive any rights to a full-time job, benefits, or salary at a future time to be determined by the teacher. It is understood that a shared time teacher wishing to return to full time status shall be allowed to do so by the fall of any new school year. Shared time assignments shall be made for no more than one year at a time. Any deviations shall have the approval of the Superintendent of Schools and be in accord with the other terms and conditions of the Master Agreement.

19.14 Salary:

19.14.01 Salary of shared time elementary teachers will be prorated, i.e., Three (3) full days per week would mean 60 percent salary; a.m. or p.m. teacher (1/2 day) would mean 50 percent of full salary. Salary may be spread over the school year for those teachers teaching each day but less than full time, or less than five (5) days per week but the full year. Teachers that are teaching first semester only may have their salary paid the first semester of the school year. Salary would not begin for those teachers teaching the second semester until employment begins, then second semester teacher will have their pay spread for the balance of the second semester.

19.14.02 Salary of secondary teachers shall be pro-rated on the basis of the number of class periods taught, i.e., 3/5's, 4/6's, etc.

19.15 Fringe Benefits:

The total amount of cost for one full fringe benefit package will be divided between the two (2) teachers involved. (i.e., cost of Super Care I, Vision, Life Ins., L.T.D., Dental = \$3,600 – 3,600 divided by 2 = \$1,800 applied toward benefit coverage for each teacher.)

ARTICLE 20

Site-Based Decision-Making and School Improvement

The Board and the Association recognize the importance of site-based decision-making/school improvement. The parties agree that any committees formed through the planning processes shall have at least fifty percent (50%) teacher representation chosen by the building's teaching staff. If the teaching staff cannot provide enough bargaining unit members for the committees, the Board may then ask teachers to volunteer. If parents are on the building or district teams, Association teachers shall assist in selecting said parents. There shall be no discipline or adverse evaluation for non-participation in the decision-making process. Both parties agree that any site-based decision-making/school improvement shall not violate the terms and provisions of the Master Agreement.

ARTICLE 21

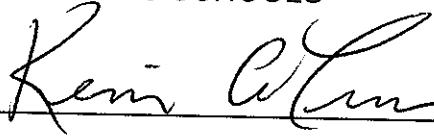
Entire Agreement Clause

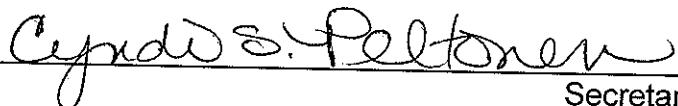
This Agreement supersedes all previous agreements or past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties.

This Agreement shall be in full force and effect as of August 26, 2010 and continue in effect until August 25, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above, unless both parties mutually agree an extension to in writing.

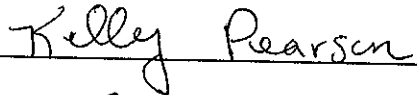
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative, the day and year first written above. On or before April 1 of the year in which this agreement expires, both teams shall meet to discuss contract negotiations.


BOARD OF EDUCATION OF
CLAWSON PUBLIC SCHOOLS
"Board"

By: 
President

By: 
Secretary

CLAWSON EDUCATION ASSOCIATION (MEA/NEA)
"Association"

By: 
President

By: 
Secretary or Chief CEA Negotiator