

PROFESSIONAL MASTER CONTRACT

between

CROSWELL-LEXINGTON COMMUNITY SCHOOLS

and

**CROSWELL-LEXINGTON EDUCATION ASSOCIATION
MEA/NEA**

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AGREEMENT

This Agreement entered into this 30th day of June, 2014, by and between the Board of Education of the School District of the Croswell-Lexington Community Schools, Croswell, Michigan, hereinafter called the "Board" and the Croswell-Lexington Education Association/MEA/NEA, hereinafter called the "Association".

ARTICLE I: RIGHT OF THE BOARD

- A. "The Board", on its own behalf and on behalf of the electors of the district, hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees; in compliance with this contract.
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. The selection of textbooks and other teaching materials.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers with respect thereto, and with respect to administrative and non-teaching activities and the terms and conditions of employment.
- B. The exercise of foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of the Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE II: RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 for all Professional personnel on tenure or probation. The bargaining unit shall include all regular classroom teachers, kindergarten through senior high school, professional continuing ed. teachers, part time teachers, school nurses, social workers, psychologists, counselors, department chairmen, vocational education teachers, teachers of extra-curricular activities, therapists, librarians, alternative education teachers, special projects coordinators and home liaison employed by the Board whether or not assigned to a public school building, but excluding supervisory and executive personnel. Namely teaching principal, business manager, office, clerical, custodial, and other non teaching employees. The term "Teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above and references to male teachers shall include female teachers.

- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of the Agreement.
- C. Any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be deemed valid and subsisting only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect during the life of this Agreement.

ARTICLE III: TEACHER AND ASSOCIATION RIGHTS

- A. Teacher-Tenure: The Board, shall, at all times, deal with members of the Faculty in accordance with the provisions contained in the Michigan State Tenure Act.
- B. Pursuant to Act 379 of the Public Acts of 1965, the parties agree that all teachers recognized in Article I, paragraph A, shall have the right freely to join and support the Association.
- C. There shall be available for each school building a set of keys for teacher use when school is not in session. Request for use of these keys should be made in advance to the building principal. Custodians should be notified by the principal that teachers will be in the building and alert them as to probable rooms and equipment the teachers may need. School use is defined as use for preparation of instruction and not for recreational or personal use.
- D. The Association and its members shall have the right to use school buildings and related facilities without charge, provided such use has been approved by the Superintendent of Schools. Such use shall not interfere or interrupt normal school operations. The Association may also use the inter school mail and the bulletin boards located in the teachers' lounge or dining room.
- E. A copy of the Board Preliminary Agenda shall be sent to the Association representative in each building prior to the Board meeting. A copy of the minutes shall be sent to the Association representative on the day they are sent to the Board.
- F. The Board agrees to furnish the Association, in response to reasonable requests, information regarding financial resources of the district that are official or published.
- G. All available information which is necessary to the processing of any grievance will, with the approval of the teacher involved, be available to the Association, except information found only in the confidential file of the teacher.
- H. Teachers shall be permitted to wear appropriate insignia, pins or other identification of membership in the Association on school premises.
- I. Each teacher shall have the right to review his personnel file except confidential information from placement bureaus and confidential recommendations from outside the school district, and only then under the direction or supervision of the Superintendent of Schools who is the custodian of such files.
- J. All newly hired full-time teachers shall be properly certified by the State Board of Education except State Board certified vocational teachers. Degree teachers whose Michigan certification has lapsed, or degree teachers who hold certification in a state which Michigan does not have reciprocity may be hired under a special permit while fulfilling Michigan requirements.
- K. Meetings shall be held between the building Association representative and building principal

as needed. The date and time for such meeting shall be mutually agreed upon. To further communication, principals and the building Association representative will meet as a group at least once per year and as necessary when mutually agreed upon.

ARTICLE IV: PAYROLL DEDUCTION

- A. The Board shall make payroll deductions for credit unions, hospitalization, medical insurance, United Fund, United States bonds and tax sheltered annuities or any other plans or programs jointly approved by the Association and the Board of Education.
- B. The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reasons of action taken or not taken by the Board for the purpose of complying with Article IV of this Agreement with the following stipulations; (a) Board negligence (b) Association will have the right to select counsel.
- C. The contractual salary shall be divided per the annual irrevocable choice of individual teachers as follows:
 - 1. Twenty equal pays disbursed on the 8th and 23rd of each month.
 - 2. Twenty-four equal pays disbursed on the 8th and 23rd of each month.

Employees must use direct deposit for 100% of the net pay of their regular salary check.

ARTICLE V: TEACHER PROTECTION

- A. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligation with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Teachers shall observe any rules concerning punishment of students as may be established by the Board.
- B. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the district shall provide legal counsel provided the teacher acted within the scope of his or her employment.
- C. Time lost by a teacher in connection with any work-related incident that results in serious bodily injury shall not be charged against the teacher, but such time shall be limited to the point of eligibility of workers' compensation or 30 calendar days, whichever is less.
- D. All teachers are to report any damage or destruction to clothing or personal property while on duty in the school or on the school premises. If, in the determination of the Board, the teacher was using suitable discretion and care, the Board shall determine the worth of said clothing or property reimbursement or worth more than five dollars (\$5.00). The maximum reimbursement will be for five hundred dollars (\$500). Such payment will be made only after the teacher has exhausted all possibility of collecting such loss under other means. Final determination of this section is the sole prerogative of the Board and not subject to grievance or arbitration.

School reimbursement for lost or stolen personal articles - If the property is covered through individual's insurance, the Board will agree to pay the deductible not picked up by the individual's insurance up to a maximum of five hundred dollars (\$500).

- E. The Board shall not discriminate against any member of the bargaining unit because of race, creed, color, national origin, religion, age, marital status, sex or residency requirements. The rights of the teachers to participate or not to participate in association activities are provided for in Act 379 of the Public Acts, State of Michigan, including Section 10.

ARTICLE VI: LEADERSHIP COUNCIL

- A. Purpose - to provide collaborative structure for communication, decisions, sharing of information, development of core area growth, provide for focused professional development opportunities, and state requirements.
- B. At the beginning of each school year, each regular and itinerant teacher will be assigned to one (1) department. Elementary departments will consist of all professional staff whose primary assignments include students, kindergarten through fourth (K - 4) . Middle School departments will consist of all professional staff whose assignment primarily include grades five through eight (5 - 8). High school departments will consist of all professional staff whose assignment primarily include grades nine through twelve (9-12).

Departments shall be as follows:

Meyer and Frostick Elementary (each) - Kindergarten through fourth (K-4) grades

- Math
- Science
- Social Studies
- Language Arts

Middle School - Fifth through eighth (5-8) grades.

- Math
- Science
- Social Studies
- Language Arts

High School - Ninth through twelfth (9-12) grades.

- Math
- Science
- Social Studies
- Language Arts

Elementary/Middle School Exploratory Courses

High School Exploratory Courses

Special Education

Sex Education - Kindergarten through twelfth (K-12) grades

- C. Staff members may apply for a department head position by May 21 every other school year after the positions are posted in each building. (Terms end in even-numbered years.) Teachers may apply to their own building principal in writing for department head positions. Department heads will be selected by the principal in each building before the teacher’s last school day. The entire teaching staff in that building will be notified of the department heads

selected before the teachers' last school day. All terms are for two years, unless otherwise notified by the building principal. Terms may be repeated.

- D. Principals will meet with department heads in their own buildings on a monthly basis at a time scheduled by the principal and the department heads.
- E. Departments will meet a minimum of five (5) hours each school year with a minimum of three (3) meetings per school year. The meetings will be conducted by the department heads. Department heads will report back after each meeting to their building principals and to the curriculum director in the form of written minutes. Notes will be shared with each member through a common Google form.
- F. All department meeting invitations will be shared with the building principal and with the curriculum director.
- G. District wide department heads will meet in October and May each school year and as needed to share information from each building at a place established by the Director of Curriculum & Instruction. An agenda for that meeting will be set ahead of time.

ARTICLE VII: TEACHING CONDITIONS

- A. The Croswell-Lexington school system shall be a totally smoke free environment. Smoking will not be permitted anywhere within the school buildings.
- B. Telephone facilities will be available to teachers for their reasonable use, local calls and school related business. Any personal toll calls must be properly recorded and paid for by the employee.
- C. Refreshment sales may occur in teachers' lounges or teachers' dining rooms in the various buildings at the expense of the Association, and with the approval of the Building Principal. The proceeds will be used at the discretion of the Association.
- D. Adequate and convenient parking facilities will be made available to teachers.
- E. An explanation will be given by the Building Principal within ten (10) days when a requisition for supplies is rejected or purposely delayed.
- F. Calendar:
 - 1. Meeting called by the administration on days designated as records days shall not exceed one (1) in number or be longer than sixty (60) minutes, unless otherwise negotiated in the school year calendar.
 - 2. Staff meetings shall not exceed two per month except in emergencies.
 - a. The maximum length of any meeting shall be ninety (90) minutes; with the total for each month not to exceed one hundred twenty minutes (120) except December, sixty minutes (60).
 - b. The teaching staff in each building shall, by democratic vote, determine when these meetings shall take place, A.M. or P.M. The building administrator will determine

date and length of each meeting.

- c. Additional small group meetings may be called by administration, but on a strictly voluntary basis, if said meeting extends beyond the four hundred thirty (430) minute teacher day.

G. Schools Reasonably Equipped and Maintained: The Board agrees to keep the schools reasonably equipped and maintained. The Board further agrees to consult with teachers regarding the nature and quantity of aids and materials to be purchased and provided.

The Board will provide the following in good working order:

1. A separate desk for each teacher with lockable drawer space. Keys shall be available on request to Principal. One (1) workable and lockable filing cabinet shall be furnished if requisitioned.
 2. Space for each teacher to store coats, overshoes and personal articles.
 3. Chalkboard or whiteboard in every classroom.
 4. A complete and unabridged dictionary in every classroom, when requested by the teacher.
 5. Storage space in each classroom for instructional materials.
 6. Class record books, paper, pencils, pens, chalk, erasers and other material required in daily teaching responsibility.
 7. Office copy machines shall be available for teacher use.
 8. Individual mail boxes for each teacher.
 9. Use of computer equipment, overhead display projectors, internet, Wi-Fi, digital file storage, and electronic mail, in accordance with the Board technology use policy.
 10. The Board shall make available in each school, adequate lunchroom, rest room and lavatory facilities for teacher use. Provisions for such facilities will be made in all future buildings.
- H. The Board and the Association are agreed that professional educators contribute much to the success of extra-curricular activities and to the feelings of success and well-being in participating students by their attendance at such functions.
- I. The cost of a required physical examination, upon initial employment or at the request of the Board of Education, for all teachers, shall be paid by the Board. When an X-ray is needed to replace a TB skin test, the cost shall be paid by the Board except when the cost for the service is covered by a Board paid medical insurance.
- J. Teachers at the High School and Middle School may volunteer to give up a preparation period to substitute teach in a colleague's class.
1. A record of such volunteer service will be kept by the administration in each building.
 2. The time will be recorded in fifteen (15) minute increments.

3. A teacher who volunteers to give up a preparation period to substitute teach in a colleague's class will be compensated in one of two ways, as specified below.
 - a. The teacher may elect to be paid for substitute teaching at the rate of five dollars (\$5.00) per fifteen (15) minute increment, for a total of \$25 per regular class period of service rendered at the High School or \$20 per regular class period of service rendered at the Middle School. This compensation will be paid in the individual teacher's regular salary check at the end of each trimester period (three times per school year).
 - b. The teacher may elect to have the hours accumulated from substitute teaching added to his/her sick bank. The hours will be added to the teacher's sick bank at the end of each trimester (three times per school year). Six (6) clock hours are equivalent to one (1) school day.

- K. If a classroom teacher must add to the regular class numbers, a full class or a portion of a class because a substitute is unavailable, the teacher shall receive additional pay for that day or part of a day based upon substitute pay (if two or more teachers take a portion of a class, they would divide the substitute pay.)
 1. This does not apply to other than classroom teachers.
 2. This does not apply, if for some reason, a teacher has no regular students at that time.

- L. During that portion of the teacher's day, designated as conference period, or relief time, staff members shall have unrestricted access to library facilities, teacher's lounge, restrooms and work areas.

- M. Liability for Injury – School Employees Voluntarily Driving Students – Teachers shall not be required to transport students in the teacher's personal vehicle as part of their employment duties as a teacher or as a coach. (State Law dictates insurance protocols.)

- N. Should a teacher at the High School or Middle School elect to teach without a preparation period or a portion thereof, the following is agreed:
 1. Pay shall be based on twenty-percent (20%) of the teacher's regular teaching salary, but capped at the BA step 6 of the salary schedule.

Teachers working without a preparation period will have their pay included in that trimester's pay.

A teacher working only a portion of his/her preparation period will have the above salary arrangement applied and paid on a pro-rated basis.
 2. Any staff member who possesses the minimum qualifications will have the opportunity to volunteer to teach all or a portion of their preparation period if approved by the building principal.
 3. Should the number of hours paid reach a total number of sections equivalent to a full time teaching position within one subject area at the Middle School and High School, the Board may hire an additional full time teacher.

ARTICLE VIII: TEACHING HOURS AND LOADS

A. Reporting for Work: No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' regular school day. The duration of the teacher's day shall be four hundred and thirty (430) minutes. All teachers shall be permitted to leave as soon as the buses have left on the last day of the week and the day prior to a scheduled calendar break. Unless permission is granted by the building principal, teachers shall leave no earlier than the normal time.

In the event schools are closed due to severe inclement weather, or when otherwise prevented by an act of God, and are closed to students due to the above conditions, bargaining unit members shall not be required to report for duty. On days that the opening of the student day is delayed due to the reasons noted above, teachers shall not be required to report to work more than twenty (20) minutes before said opening.

B. Kindergarten hours shall be fixed at the beginning of each semester, but shall in no event be longer than an elementary (1-4) teacher. There shall be no more than two (2) sessions per day per teacher.

C. Preparation Time and Uninterrupted Lunch Time:

1. Each teacher shall be entitled to a duty free lunch period of not less than thirty (30) minutes.
2. The Board will make every effort to provide all elementary teachers with 240 minutes of preparation time during the student day per week. In no case will the number of minutes of preparation time be fewer than two hundred ten (210) minutes per week. Every teacher will be scheduled for a minimum of one thirty (30) minute uninterrupted preparation period every full school day.
3. High School and Middle School teachers shall have time, equal to one uninterrupted class period during each school day, set aside for conference, preparation and other non-classroom duties to be conducted within the building. Elementary teachers will not be required to have any noon duty.
4. Elementary teachers shall be assigned not more than one (1) recess duty per week. Recess is not mandatory for pre-school, young five's, and kindergarten. "Elementary teacher" shall include regular classroom teachers, itinerant teachers and elementary counselor. This shall be done on a rotation basis in each building. Classroom aides, lunchroom assistants, and so forth shall be placed on the playground daily to assist in supervising the recesses. The Board may require more than one (1) teacher to do recess duty should the District experience compelling financial difficulties.

D. Class Sizes and Loads:

1. The Association and the Board recognize that pupil-teacher ratio is one important aspect of a quality education program. The Board will attempt to equitably distribute the total number of students in elementary classrooms within a grade level within a school. The parties agree that class size should be lowered whenever practicable. The following, however, are recognized as maximum:

a. Kindergarten - 1 st	26
b. Elementary - grades 2-3	26
grade 4	30

(Elementary itinerants shall not have more than forty (40) pupils per session.)

- c. Special education classes (State mandated maximum)
- d. Split elementary if absolutely necessary 24
- e. Middle School and High School
 - Industrial Arts 30
 - Vocational 30
 - Art 30
 - English 30
 - Social Studies 30
 - Mathematics 30
 - Science 30
 - Foreign Languages 30
 - Computer Lab Classes 30
 - Physical Education/Health Ed. 40/35

In the event a secondary (5-12) teacher's class size should exceed the above numbers in more than one section of any trimester, the teacher may invoke the grievance policy of this contract.

- 2. Should the class size maximums in the elementary classes (K – 4) listed above be exceeded, any teacher so affected shall be paid the sum of \$3.00 per pupil, per day. Records are to be kept and submitted at the end of each trimester by the affected teacher(s). Should it be necessary to assign students above the maximum, the Board shall make every effort to assure that such students are equitably distributed among the affected classroom(s).
- E. The above class size schedule does not preclude the adoption of innovative programs at any level.
- F. To determine the calendar, a committee consisting of the CLEA negotiations team and three (3) members appointed by the Board of Education shall meet by April 1 to establish a schedule which will keep the district in at least minimum compliance with the State of Michigan mandates regarding clock hours/days. There will be no increased salary compensation beyond that incorporated in the salary schedule.
- G. No teacher will have a workday in excess of four hundred thirty (430) minutes each school day. Teaching loads in a building with a five (5) period day will not exceed four (4) teaching periods. Teaching loads in a building with a six (6) period day will not exceed five (5) teaching periods.
- H. Certificated Staff Teaching Online Classes in addition to Regular Teaching Assignments.
 - 1. Administration will provide training to certificated staff interested in providing online courses for students.
 - 2. Certificated staff may teach online courses for which they are highly qualified in addition to their regular teaching assignment.
 - 3. Teaching an online course lasting one trimester, in addition to a teacher's regular teaching assignment, will be compensated as follows:
 - a. \$250 for the first student enrolled in the course.

- b. \$120 for each additional student enrolled in the course.
- 4. The number of students enrolled in each online course shall be capped at 30 students unless additional students are approved by the online teacher. The teacher will be paid \$120 for each additional student over the limit of 30.
- 5. The teacher will receive payment for teaching the online course in the first pay period after the end of the trimester in which the course was taught.
- 6. When the number of students enrolled in an online course exceeds twenty-two (22) students, the administration may substitute the online course teaching assignment for one of the teacher's regular hourly teaching assignments. In this instance, no additional compensation will be paid to the teacher for teaching the online course above his/her normal salary.
- 7. Certificated staff is encouraged to provide online learning opportunities for our students. However, beginning in the 2012-13 school year, staff members may elect not to teach an online course in addition to his/her regular teaching assignment.

ARTICLE IX: LEAST RESTRICTIVE ENVIRONMENT

- A. In all portions of this article where disabled students are referred to, the following shall apply:

- Hearing Impaired
- Vision Impaired
- Physically or Otherwise Health Impaired
- Severely Mentally Impaired
- Emotionally Impaired
- Educable Mentally Impaired
- Learning Disabled
- Trainable Mentally Impaired
- Severely Multiply Impaired
- Autistic Impaired

- B. Mainstreaming is defined as the placement of an identified special education student referenced above in Section A into a regular education program for any part of the regular school day.

When a general education classroom teacher is assigned a special education student as set forth above, the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions or render routine scheduled care or maintenance of bodily functions (e.g. tracheotomy, custodial care, etc.) related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the teacher's responsibility to implement the student's individualized educational plan and for attending to the educational needs of the student while in the teacher's class.

- C. If any teacher has a reasonable basis to believe that a disabled student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion.

- D. On a case-by-case basis, the District will determine what training, if any, will be necessary for the general education teacher who has a mainstreamed student as set forth in Section B assigned to his/her classroom.
- E. In assigning a mainstreamed student as defined in Section B to a general education classroom when more than one classroom placement is available within the building to facilitate the implementation of the student's I.E.P., the Board agrees to consider the severity of the students assigned to the class and the overall class sizes within the applicable classrooms.

When students identified in Section A above are mainstreamed into a regular classroom, every effort will be made to equalize the number of such students in each classroom in the grade level in each building.

- F. The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any individual disabled student should participate in regular education programs and services involves considerations of the student's unique needs as determined by an Individual Education Planning Committee (IEP). It is agreed that the disabled student's participation and right to participate in regular education programs and service cannot be affected by this Agreement.
- G. IEPC participation: Any bargaining unit member who will be providing instructional or other services to a disabled student in a regular education classroom setting shall be notified in writing, of the Individual Educational Planning Committee (IEP) which may initially place (or continue the placement of) the student in a regular education classroom. Unless directed to attend by the employer, the member may choose not to do so. The District shall provide release time in the event the District directs or authorizes a teacher to attend an IEP which is scheduled during the time the teacher is assigned to teach a class.

ARTICLE X: LEAVE, PERSONAL ILLNESS, AND BUSINESS

- A. Sick Leave: Any teacher absent from duty due to personal illness shall be allowed full pay for a total of one (1) day per month in which work was performed with accumulation of sick leave days to one hundred twenty (120). However, in case of a continuous illness for ninety (90) days, the Long-Term Disability would take over at this point. Accumulation at the rate of one (1) day per month, to be credited at the beginning of the year to a maximum of one hundred twenty (120). If the teacher should leave the school system during the school year, after using up sick leave beyond that to which he is entitled, a deduction shall be made in the final check for sick leave used beyond the accumulation that year at the rate of one (1) day per month.

Year Round Teachers shall receive twelve days annually with days credited at the beginning of each school year, in July.

Teachers who have built up the maximum of one hundred twenty (120) sick days leave may use up the eleven (11) days for the current year before the one hundred twenty (120) days will be decreased.

The request for a sick day will be submitted by the teacher to the district's substitute request system.

- 1. Sick Leave Bank:
 - a. Sick Leave Bank - Upon being hired all new teachers shall contribute one day to the sick leave bank.

- b. Teachers may request up to a limit of fifteen (15) days from the bank for extended illness which has required hospitalization of the teacher or that of a member of the immediate family, requiring that they be present.
 - c. Medical verification may be requested. The days borrowed from the bank will be paid back at a rate of a minimum of three (3) days per year.
 - d. The sick bank will be administered by a board, made up of the Superintendent, two administrators, CLEA president and two Association appointees.

- B. Absence with leave chargeable against the teacher's allowance shall be granted for each of the following: Up to five (5) days for each:
 - 1. Death in the immediate family.
 - 2. Critical illness in the immediate family.
 - 3. Time necessary for attendance at the funeral services of a person whose relationship warrants such attendance with the approval of the administration.

- C. Those teachers who have accumulated one hundred twenty (120) days at the start of the school year, shall receive the following incentive:

Twenty-five (\$25) per day for every day not used in a cash payment during June of that year.

- D. Personal Business Leave
 - 1. Personal business leave shall be chargeable to sick leave. To provide for personal responsibility, three (3) days shall be granted annually.
 - a. Such leave shall not be used for the first or last day of the student year, the day before or the day after a scheduled school break or during parent teacher conferences.
 - b. These days shall not be used for other employment or vacation/recreational activities. Personal business leave is to be used to attend to urgent matters that require the personal attention of the teacher and cannot be attended to outside of the work day. The reason for the personal business day will be submitted by the teacher to the Superintendent for review within the district's substitute request system. The Superintendent will approve or deny the teacher's request in a timely manner.
 - c. Requests for personal leave days shall be made two (2) days in advance, except in emergency.
 - 2. Unpaid Personal Days - The Superintendent or designee may grant up to two (2) unpaid leave days at the teacher's request.

- E. Leave of Absence not chargeable to personal sick leave:
 - 1. Jury duty (Board to make up difference in pay).
 - 2. Court appearance as a witness, if subpoenaed (Board to make up difference in pay). If

the teacher is a plaintiff against the school district and loses, leave days will be chargeable and without compensation.

3. Attendance at official MEA meetings by the Association for a total of ten (10) days.
- F. Professional Leave - All teachers may receive two (2) days per school year, with full pay, to attend professional conferences, workshops, etc. These days will not be subtracted from their leave accumulation and these days are not accumulative. These days must be requested three (3) calendar days prior to the workshop or conference. One of these days may not be denied unless more than two (2) teachers request to attend the same meeting. The second day may be denied by the Superintendent.
 - G. Employees absent the day before or after a holiday shall not be paid for those days, unless the absence is verified by a physician.
 - H. Should school be closed for any reason on a day that a teacher has requested a maternity, disability, or other leave of more than one day, these days shall be deducted from the teacher's sick leave accumulation?
 - I. Should a teacher request a single sick leave day or have a scheduled personal business day on an act of God day, the leave day shall not be deducted.

ARTICLE XI: LEAVE OF ABSENCE

The following leaves will be without pay, and shall not accrue seniority. Upon return, teachers may apply for vacant positions except as provided by law for military or FMLA leave.

- A. Public Service Leave: A leave may be granted, after three (3) years with the system, up to one (1) year to any teacher who joins the Peace Corps, Job Corps, Teacher Corps, or Foreign Teacher Exchange program. Upon return from such leave, the teacher will be placed at the same position on the salary schedule as he would have been had he taught in the District during such period, with a limit of one (1) increment. Application for such leave shall be made by March 1st of the current school year.
- B. Medical Leave: Teachers who request a leave of absence for medical reasons and who are recommended for such by a doctor in writing shall be granted a leave for the duration of the period of disability up to one year. The standing on the salary schedule will not change for the teacher. Teachers returning from such leave shall provide proper medical verification of their ability to fully assume their teaching responsibilities prior to return to active teaching status.
- C. Military Leave: Military leave will be granted to any teacher who is inducted into any branch of the armed forces of the United States. Upon written notice to the Board within ninety (90) days following release from service, a teacher will be restored to a position of like nature, unless circumstances have so changed to make it impossible or unreasonable to do so. Upon return, the teacher shall be placed on the salary schedule with credit for two (2) years of service.

Military leave will be granted to any teacher serving in the Armed Forces Reserves who is involuntarily called to active duty. Upon written notice to the Board within ninety (90) days following release from service, a teacher will be restored to a position of like nature unless circumstances have so changed to make it impossible or unreasonable to do so. Upon return, the teacher shall be placed on the salary schedule with credit for years of experience up to a maximum of two (2) years.

Military leave will be granted to any teacher serving in the Armed Forces Reserves who

volunteers for active duty up to a maximum of two (2) years. Upon written notice of the Board within ninety (90) days following release for the service, a teacher will be restored to a position of like nature without credit on the salary schedule or seniority unless circumstances have so changed to make it impossible or unreasonable to do so.

Failure to exercise this option within 90 day period will cause the teacher to lose his/her rights to recall as defined above.

- D. Association Leave: Any teacher serving as an officer of the Michigan Education Association or the National Education Association shall be granted a leave for as long as the teacher holds said position or up to four (4) years per position. No experience credit shall be provided for periods of such leave.
- E. Political Leave: Teachers campaigning for or serving in a public office may be granted a leave of absence for up to four (4) years. No experience credit shall be provided for periods of such leave. The Board shall receive a minimum of thirty (30) days' notice prior to the onset of such leave. Such leaves shall begin at the end of a trimester and shall expire at the end of a regular school year.
- F. Maternity Leave: Teachers shall be granted maternity leave for pregnancy. The length of time of such a leave shall be determined by a written doctor's opinion for the best interest of the mother and child. If the leave is granted on the request of a doctor, the teacher may use accumulated sick leave days for those days when the teacher is physically disabled.
- G. Family Medical Leave Act (FMLA): Eligible teachers shall be eligible for Family Medical Leave in accordance with Federal law and Board policy. Paid leave time shall be concurrent with FMLA. If an employee fails to return to work upon expiration of FMLA on his or her own volition, the employee shall reimburse the district insurance premiums paid by the employer.
- H. Any teacher requesting a leave of absence to assist the District in avoiding anticipated layoffs may be granted such a leave without pay for any purpose by the Board of Education for up to one (1) year, which may be extended if requested by the teacher and agreed to by Board. During such leave, seniority shall continue to accrue.

ARTICLE XII: SABBATICAL LEAVE

- A. Faculty personnel who have been employed in the Croswell-Lexington District for seven (7) years or more may be granted a sabbatical leave by the Board. There will be no pay for the leave.
- B. The Board agrees to pay fringe benefits during the sabbatical leave.
- C. The faculty member, upon return, shall be restored to their position and shall be placed at the same position on the salary schedule as he would have been, had he taught in the District during such period.
- D. Applications for sabbatical shall be for no less than one (1) trimester and no more than one (1) year.
- E. The faculty will agree to return to the district for at least one (1) full year following the sabbatical.

ARTICLE XIII: CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional

program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party. The parties have removed the basic cause of work interruptions during the period of the agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.

The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices.

Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise by an Act of God.

ARTICLE XIV: PROFESSIONAL GRIEVANCE PROCEDURE

A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of a specific article or section of this Agreement may be processed as a grievance as hereinafter provided.

Step One - Within fifteen (15) business days of knowledge of an event that a teacher believes there is a basis for a grievance he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. If the grievance is not satisfied with the results of this informal meeting, a formal grievance will be filed on the grievance form (appendix X) with the building principal for disposition. A second formal meeting may take place within five (5) business days at the request of either party.

Step Two - If the grievant and/or Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) business days of such meeting (or ten (10) business days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within ten (10) business days the Superintendent or his designee shall meet with the grievant and/or Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) business days of such meeting and shall furnish a copy thereof to the grievant and/or Association. Grievances concerning the evaluation, discipline or discharge of a first year probationary teacher shall not be subject to the grievance procedure past Step Two.

Step Three - If the grievant and/or Association is not satisfied with the disposition of the grievance by the Superintendent, the parties may request mediation of the issue through the Michigan Employment Relations Commission within thirty (30) business days of the Step Two disposition.

Step Four – Should the matter not be submitted to mediation or if mediation fails to resolve the grievance, within thirty (30) business days it may be submitted to arbitration before an impartial arbitrator. If the parties do not agree as to the arbitrator, within five (5) business days from the notification date that arbitration will be pursued, he shall be selected by the Michigan Employment Relations Commission (MERC) in accord with rules which shall likewise govern the arbitration proceeding. Neither party may rely on any grounds or any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereof may be entered in any court of competent jurisdiction. The arbitrator shall have no authority to rule on prohibited subjects of bargaining.

The fees and expenses of the arbitration shall be shared equally by the parties.

The time limits provided in this Article shall be strictly observed, but may be extended by written

agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XV: TEACHER JOB PERFORMANCE

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration.

ARTICLE XVI: PROFESSIONAL BEHAVIOR

- A. The Association recognized that abuses of sick leave or other leaves, chronic tardiness or absence, leaving school early, willful deficiencies in professional performance, or other violations of discipline by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school building.
- B. A teacher shall, at all times, have strict confidence when discussing professional matters with the administration. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, provided that does not delay the meeting more than one school day.
- C. Any information of a derogatory nature which is to be placed in a teacher's file shall first be shown to the teacher and his/her signature, not necessarily implying agreement, shall be affixed to the information.

ARTICLE XVII: ACADEMIC FREEDOM

- A. The Board shall guarantee academic freedom to all teachers in the study and investigation of facts and ideas concerning man, society, the sciences and the arts provided in accordance with Board approved curriculum.
- B. Freedom of Censorship for School Libraries: Because school libraries are vital to the educational goals of teachers and the learning experience of students. The Board agrees:
 - 1. Books approved by the American Library Association shall be freely placed on library shelves.
 - 2. No librarian shall be in danger of discipline or reduction in status for refusing to censor a book which meets the above requirement.
 - 3. Nothing herein contained shall be construed to deny a parent or guardian the right to prevent his or her own child from reading a book objectionable to the values of said parent or guardian.
 - 4. Under individual circumstances, the Superintendent or designee, may remove a book or other media found offensive to broad community standards.

ARTICLE XVIII: SENIORITY

- A. **Definition of District Seniority:** District seniority shall be defined as the length of service of the employee within the Croswell-Lexington Community Schools commencing from the first day with students.
1. In the event of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine his/her position on the district seniority list.
 - a. The Association and teachers so affected will be notified in writing of the date, place, and time of the drawing.
 - b. The drawing shall be conducted openly by the Association and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.
 - c. The Association seniority list will be posted by November 15 each year. Employees shall have ten (10) days to object to the list; thereafter the list shall be final and conclusive.
 2. A teacher shall lose district seniority rights if he or she retires, resigns, or is discharged, or is not recalled.
 3. District seniority shall continue to accrue for teachers placed on various forms of leave as defined by this Agreement.
 4. A teacher employed in a position that is not a full-time position will accrue district seniority.

ARTICLE XIX: REHIRING OF TEACHERS

- A. Teachers to be rehired will be notified by certified mail at their permanent address on file with the Board. It is the responsibility of the teacher to keep this address current.
- B. A bargaining unit member who is paid unemployment compensation benefits chargeable to the Employer and who is subsequently rehired shall have his/her compensation for that school year adjusted so that his/her unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he/she would have earned for work performed in that school year had he/she not received unemployment compensation benefits prior to returning to employment.

ARTICLE XX: EX-OFFICIO BOARD MEMBERS

The Board shall appoint one member chosen by the CLEA president as an ex-officio member of the Board of Education with rights of discussion on issues on the Board Agenda, and rights for information that's open to the public per the Freedom of Information Act. The ex-officio shall not vote, nor participate in closed sessions of the Board. Such appointment shall be made in writing to the Board prior to the first meeting of the fiscal year. The ex-officio member will not participate in sessions during evaluations and/or executive sessions.

ARTICLE XXI: NEGOTIATION PROCEDURES

- A. At least one hundred fifty (150) days prior to the expiration of this Agreement, the parties will

begin negotiations for a new agreement covering wages, hours and conditions of employment of members in the bargaining unit employed by the Board.

- B. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each side shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- E. There shall be three (3) officially signed copies of the final agreement for the purposes of record. One (1) retained by the Board, one (1) by the Association and one (1) by the Superintendent.
- F. Copies of this final agreement shall be supplied to all teachers in the district at Board expense.
- G. Emergency Financial Manager: An emergency financial manager appointed under the local government and district fiscal accountability act, 2011 PA 4, MCL 141.0501 to 141.1531, shall be allowed to reject, modify, or terminate the contract between the district and the CLEA. Inclusion of the language required under section 15 (7) of the Public Relations Act does not constitute an agreement by the Association to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Association's right to raise Constitutional and/or other legal challenge to the validity of: 1) appointment of an Emergency Financial Manager; 2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or 3) any action of an emergency financial manager which acts to reject, modify, or terminate the collective bargaining agreement. This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

ARTICLE XXII: NEGOTIATION OF THE SCHOOL CALENDAR

In as much as the Public Acts governing public employee bargaining rights clearly states that teachers shall be free to bargain and employers required to bargain wages, hours and conditions of employment, the Board and the Association are agreed that the school calendar clearly effects hours and conditions of employment.

Therefore, commencing not later than March 1, the Association shall submit to the Board of Education, items for consideration to be included in a calendar for the next year. Should the suggestions not be acceptable, then the Board and the Association shall begin negotiation of the calendar not later than April 1.

Should a new calendar not be negotiated prior to June 30 of the impending school year, the Board shall set the calendar.

The Board agrees that no tentative or “model” calendar shall be circulated by them to the Staff and the community at large until a calendar has been jointly agreed upon by the negotiating teams or until June 30, whichever shall come first.

The Association agrees that it shall negotiate the calendar in good faith, fairly representing the views of its membership who may be affected by the calendar, and in the best interest of the school community. The Board and the Association mutually agree to refrain from using the calendar as a bargaining item in other areas of the negotiation process.

The school calendar will be negotiated to keep the district in at least minimum compliance with the State of Michigan mandates regarding clock hours and professional development hours (currently 1098 hours of instruction time and 30 hours of teacher training time) and will provide a minimum of 180 full days of instruction. Any days lost to "Acts of God", beyond the 30 hours permitted in school code, will be rescheduled. A teacher required to work both “Act of God” days and rescheduled days will be compensated at his/her per diem rate. Teachers required to work only on rescheduled days will receive no additional compensation.

The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar, provided it can be done before the end of the fiscal year.

Should the provision of the state law be rescinded, the above provisions shall be considered null and void and the provisions and practices in existence prior to this Agreement shall be reinstated, to the extent permitted by law.

The CLEA and Board agree that the CLEA shall comply with the minimum clock hour/days mandates of the State of Michigan. If these mandates change, a committee consisting of the CLEA negotiations team and three (3) members appointed by the Board of Education shall meet to agree upon a plan to keep the district in minimum compliance. There will be no increased salary compensation beyond that incorporated in the salary schedule.

To determine the calendar, a committee consisting of the CLEA negotiations team and three (3) members appointed by the Board of Education shall meet by April 1 to establish a schedule which will keep the district in at least minimum compliance with the State of Michigan mandates regarding clock hours/days. There will be no increased salary compensation beyond that incorporated in the salary schedule.

ARTICLE XXIII: MISCELLANEOUS

- A. When Enrichment teachers are out of school for either personal or physical reasons, the school district will hire a substitute for the day or days.
- B. Extra Curricular Activities: The assignment and evaluation of Extra Curricular positions shall be at the sole discretion of the administration.
- C. Student Teachers Assignments: Supervisory teachers of student teachers shall be fully

certified, tenure teachers who have served at least two (2) years in the Croswell-Lexington Schools. Any exceptions to this rule shall be negotiated through the Association's negotiators.

- D. Building Representatives: Each school building in the District shall have a representative appointed by the President of the Association and the President shall inform each school principal of such appointments by September 30th of each year.
- E. Length of Classes: To the degree possible, all classes of like subject in the Middle and Senior High Schools shall be of equal length. (Within the confines of each building).
- F. The Board of Education will comply with its policy concerning complaints received about employees. Verbal and written complaints will be turned over to the Superintendent for investigation and will not be discussed by the Board unless it's for the purpose of clearing up the nature of the complaint.

If the complaint is returned to the Board after an unsatisfactory resolution of the problem by the Superintendent, the Board will notify the teacher at least five (5) days in advance of the Board meeting so the teacher may be present at the Board meeting when the complaint is officially discussed by the Board.

The Board agrees that in the event a Freedom of Information Act request is made by a third party, the Board shall notify the employee and the Association, and the Board shall assert on behalf of the employee all applicable Freedom of Information Act exemptions.

- H. Tendering Resignation: A teacher's resignation shall be effective upon the signature of the Superintendent or designee.
- I. Released time for CLEA President: When necessary, the CLEA president may use the preparation period to visit other buildings and conduct CLEA business.
- J. A terminated employee who believes he or she has a claim to file a civil rights claim of wrongful discharge must do so within six months from the date of their termination.

APPENDIX A: DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2014, and shall continue in effect through June 30, 2016. The Board and Association agree to open this contract for salary and/or duration-of-agreement changes by May 1, 2015. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

CROSWELL-LEXINGTON COMMUNITY SCHOOLS, BOARD OF EDUCATION

BY: _____ PRESIDENT

BY: _____ SECRETARY

BY: _____ SUPERINTENDENT

CROSWELL-LEXINGTON EDUCATION ASSOCIATION/MEA/NEA

BY: _____ PRESIDENT

BY: _____ CHIEF NEGOTIATOR

BY: _____ NEGOTIATOR

BY: _____ NEGOTIATOR

APPENDIX B: SALARY SCHEDULE

Teaching Staff Salary Schedule

STEP	BA	BA+16	MA	MA+16	MA+30
1	34,766	36,331	37,965	39,673	41,458
2	36,331	37,965	39,673	41,458	43,324
3	37,965	39,673	41,458	43,324	45,274
4	39,673	41,458	43,324	45,274	47,312
5	41,458	43,324	45,274	47,312	49,441
6	43,324	45,274	47,312	49,441	51,665
7	45,274	47,312	49,441	51,665	53,991
8	47,312	49,441	51,665	53,991	56,421
9	49,441	51,665	53,991	56,421	58,959
10	51,665	53,991	56,421	58,959	61,611
11	53,991	56,421	58,959	61,611	64,385
12	57,576	60,166	62,875	65,704	68,661
Longevity	2,303	2,407	2,515	2,628	2,746

- Steps are awarded.
- A \$300 stipend will be paid to all teachers in their December 8, 2014, regular salary check.
- The longevity payment is paid off schedule and evenly in regular salary checks to teachers who were on step 12 in the 2013-14 school year.

APPENDIX C: PROFESSIONAL COMPENSATION

Professional Compensation

- A. The salaries of professional personnel covered by this Agreement are set forth in salary schedules which are incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. The Board may give up to six (6) years for experience from any public school.
- C. If a teacher completes the requirements for higher degree, adjustments on the salary schedule will take place for first semester, if official notification from the granting institution has been received by November 1 and February 1, for the second semester.
- D. All teacher salary records and pay stubs will be available on a secure, electronic portal.
- E. BA+16 must be on an approved Master's Degree program.
- F. Extra Curricular Pay:
1. Under a trimester system, all payments for extra curricular schedule B positions shall be paid in a separate check at the end of each trimester during which the sport is held ((fall, winter, spring) or, for year positions at the end of the first trimester and ½ on the 20th regular pay period of the school year. Payments will be authorized upon the certification by the athletic director and/or the building administrator that the activity has been satisfactorily completed.

Under a semester system, all payments for extra curricular schedule B positions shall be paid in a check at the end of each semester, also in separate checks. Payments will be authorized upon the certification by the athletic director and/or the building administrator that the activity has been satisfactorily completed.
 2. It will be the building principal's responsibility to acquire all substitutes for extra curricular personnel who must leave their regular assignment to fulfill their extra curricular obligation.
 3. Any non-CLEA coach hired who does not have MHSAA CAP Program certification shall be paid one (1) percent lower than the schedule states in the contract.
- G. Newly hired teachers whose first work day occurs by November 1 will be credited with a full year of teaching experience and will be moved to the next salary step at the beginning of the following school year. Newly hired teachers whose first work day occurs between November 2 and March 1 will be credited with one half year of teaching experience, and will be moved to the next salary step at the half-way point (January) in successive years. Newly hired teachers whose first work day occurs after March 1 will receive no experience credit for the remainder of the year.
- H. Under-graduate level coursework shall be accepted for advancement on the salary schedule if the following conditions are met:
- The coursework was not part of the member's BA or MA program.
 - Coursework/credit must be taken AFTER the last salary schedule advancement.
 - The coursework was used to add a new endorsement to the member's teaching certificate and the teacher passed the appropriate Michigan Test of Teacher Competency (MTTC).

- The coursework was approved in advance in writing by the Superintendent or designee.

APPENDIX D: FRINGE BENEFITS

Fringe Benefits

1. The Board shall provide Insurance. The coverage will be as follows:

<u>PLAN A</u>	<u>PLAN B</u>
School Year 2014-15	School Year 2014-15
Health – MESSA Choice II \$300/600 Drug co-pay Saver RX card Office Visit \$20 Long Term Disability \$3,000 Maximum 90 Calendar Days Pre-existing Conditions Waiver Freeze on Offsets Alcoholism/Drug - Two Year Limitation Mental/Nervous - Two Year Limitation Negotiated Life - \$50,000 with AD&D Vision – VSP 3+ COB Dental – 100:90/90/90 Auto +008 COB Adult Orthodontic \$1500/year	Long Term Disability 66.2/3% \$3,000 Maximum 90 Calendar Days Pre-Existing Conditions Waiver Freeze on Offsets Alcoholism/Drug - Two Year Limitation Mental/Nervous - Two Year Limitation Negotiated Life - \$50,000 with AD&D Vision – VSP 3+COB Dental 100:90/90/90 Auto +008 COB Adult Orthodontic \$1500/year

2. The teacher’s insurance plan and Health Savings Account service provider, if enrolled, may be modified by the union at any time during this contract with mutual consent of the board.
3. Cash in Lieu of Health Insurance – If twenty (20) or fewer teachers elect insurance, excluding health insurance, they each will receive \$200 per month. If twenty-one (21) or more teachers elect insurance excluding health insurance, these teachers will each receive \$283.33 per month. The number of teachers electing coverage is per-person, not pro-rated by less-than-full-time teachers. The amount will be paid in 20 equal parts in the first twenty salary checks of the school year, beginning with the Sept 8 salary check each year.
4. Teachers electing insurance excluding health will pay \$0 annually for this coverage.
5. To the extent allowable by law, the Board shall for the duration of this agreement pay the maximum employer hard-cap State allowable amount (or the lesser amount if a PPO plan premium is less than is under the cap) toward health care coverage for each teacher in each teacher’s self-selected coverage plan tier (single, two-person, family). Plan tiers may be changed by the teacher at any time, depending upon the family circumstances of the teacher.

For the fiscal year 2014-15, the maximum employer hard-cap State allowable amount is:

- Single: \$488.13 monthly; \$5,857.58 annually
- Two Person: \$1,020.83 monthly; \$12,250 annually
- Family: \$1,331.27 monthly; \$15,975.23 annually

The Board's total contribution shall be paid toward premium costs and other costs, including fees passed on by the Affordable Care Act and claims fees, but shall not exceed the above amount. Any cost greater than the Board's contribution, inclusive of deductibles, payments into health savings accounts or health care costs, or health insurance related taxes, fees, or assessments, shall be paid by the employee by payroll deduction. The monthly contributions are subject to change pursuant to Public Act 152 of 2011 (PA 152).

6. Should an individual teacher select a high deductible health coverage plan which has a premium and other costs/fees charged to the district less than the maximum employer hard-cap allowable amount, the remaining balance of the hard cap allowable amount will be deposited into that teacher's Health Savings Account on or before January 1 of each calendar year.
7. All teacher contributions toward health care coverage will be deducted in equal amounts from the first twenty (20) pays of the regular salary checks, beginning with the September 8 payroll each year, on a pre-tax basis using the Section 125 Plan.
8. Teachers may elect to have additional monies deducted from their salary checks for deposit into their Health Savings Account, if enrolled, on a pre-tax basis as allowable using the Section 125 Plan. Teachers may begin this voluntary deduction at any time and may change the amount of this deduction up to three times per calendar year.
9. Severance pay equal to thirty-five dollars (\$35) per day of unused sick leave with 120 day maximum. In the event of death, the amount will be paid to the estate.

APPENDIX E: INSURANCE PROTECTION

Insurance Protection

- A. The Board shall allow tax deferred annuity salary reduction pursuant to Section 403 (b) or Section 457 of the Internal Revenue Code, as amended.
- B. In the event that an employee has exhausted sick leave accrual, the above mentioned fringe benefits shall continue following the provisions of the Family Medical Leave Act (FMLA). This shall not apply to anyone who is incarcerated.

In the event that an employee is disabled through an injury or illness covered by Worker's Compensation, sick leave shall not be reduced and all fringe benefits shall continue for eighteen (18) months or until the end of the next contract year, whichever is less, within the rules of the carrier. At that time the employee may continue their fringe benefits at the group rates, subject to the rules of the underwriter.

- C. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve (12) month period commencing on October 1 and ending September 30. The open enrollment period determined by the insurance company, including opportunities for summer pre-enrollment and fall open enrollment. When necessary, premiums on behalf of the teacher shall be made to assure uninterrupted participation and coverage. Upon retirement, insurance will terminate effective with eligibility into the Michigan Public School Employee Retirement System coverage. Current health plan time-lines: Coverage Year (Oct 1-Sept 30) ; Premium Year (July 1-June 30) ; Deductible Year (Jan 1-Dec 31).

APPENDIX F: EXTRA CURRICULAR COMPENSATION

Extra Curricular Pay

- A. All positions on this schedule will be paid on a percentage basis. Each activity shall be given a specific percentage value as listed below.
- B. Values shall begin at BA, Step 6.
- C. The percentage of pay for extra-curricular activities is based on the chart below for years of experience in each position/sport in the Croswell-Lexington School District. Up to three (3) years may be transferred in from outside experience.

Experience	BA Step
1-3 Years	6
4-6 Years	7
7-9 Years	8
10-12 Years	9
13+ Years	10

- D. Croswell-Lexington school district employees, who are also members of the Croswell-Lexington Education Association, employed in a Schedule B coaching capacity, have a choice of how to be employed for a Schedule B position.
 - 1. The employee may continue to be employed and paid by the district or
 - 2. The employee may choose to be employed and paid by a third party contractor.
- E. If a Croswell-Lexington school district employee, who is a member of the Croswell-Lexington Education Association, and who coaches for the district, elects to contract through a third party contractor, the employee may choose to return to district employment for the Schedule B position and be paid by the district at any time during their career.

To return to the process of being employed and paid by the district:

- 1. Fall coaches notify the district by November 1 in order to be paid by November 23.
- 2. Winter coaches notify the district by March 1 in order to be paid by March 23.
- 3. Spring coaches notify the district by June 1 in order to be paid by June 23.

Schedule B

Not all positions listed below are Board approved. Only those that are Board approved will be paid according to this schedule.

Athletic Sport	Position	Contract Percent
Football	Head Coach	12%
	Varsity Assistant (2)	8%
	JV Head Coach	8%
	JV Assistant Coach	7%
	9 th Grade Head Coach	7%
	9 th Grade Asst. Coach	6%
	8 th Grade Coach	5%
	8 th Grade Asst. Coach	4%
	7 th Grade Coach	5%
Boys Basketball	Head Coach	12%
	JV Coach	8%
	9 th Grade Coach	7%
	8 th Grade Coach	5%
	7 th Grade Coach	5%
Girls Basketball	Head Coach	12%
	JV Coach	8%
	9 th Grade Coach	7%
	8 th Grade Coach	5%
	7 th Grade Coach	5%
Wrestling	Head Coach	9%
	Varsity Assist. Coach	6%
	Middle School Coach	5%
Volleyball	Head Coach	9%
	JV Coach	6%
	9 th Grade Coach	5%
	8 th Grade Coach	5%
	7 th Grade Coach	5%

Athletic Sport	Position	Contract Percent
Tennis	Varsity Coach – Boys	8%
	Varsity Coach – Girls	8%
Golf	Varsity Coach	8%
Cross Country	Boys Varsity Coach	8%
	Girls Varsity Coach	8%
	Middle School Coach	5%
Cheerleading	Head Coach - Fall	8%
	Head Coach - Winter	8%
	JV Coach	6%
	9 th Grade Coach	5%
	8 th Grade Coach	4%
	7 th Grade Coach	4%
Baseball	Varsity Coach	8%
	JV Coach	6%
Softball	Varsity Coach	8%
	JV Coach	6%
	Middle School Coach	5%
Boys Track	Varsity Coach	8%
	Varsity Asst. Coach	6%
	Middle School Coach	5%
	M.S. Asst. Coach	4%
Girls Track	Varsity Coach	8%
	Varsity Asst. Coach	6%
	Middle School Coach	5%
	M.S. Asst. Coach	4%
Soccer	Boys Coach	8%
	Girls Coach	8%

Non-Athletic Activity	Position	Contract Percent
Band	H.S. Director	12%
	M.S. Director	9%
Student Council	H.S. Advisor	5%
	M.S. Advisor	5%
Play	H.S. Director	6% per play
	Assistant Director	3% per play
	M.S. Director	2% per play
Debate/ Forensics	Advisor	3%
Yearbook	H.S. Advisor	3%
	M.S. Advisor	3%
Newspaper	H.S. Advisor	3%
	M.S. Advisor	3%
Choir/Music	H.S. Director	3%
	M.S. Director	3%
	Elementary Music	2%
Musical	H.S. Director	6%
	Assistant Director	4%
Department Chairpersons	Elementary (8)	3%
	Middle School (4) High School (4)	4%
	MS/Elem. Exploratory Courses (1)	3%
	HS Exploratory Courses (1)	3%
	Sex Education (1)	2%
	Drug Education (1)	2%
Academic Games Advisors	Social Studies	1%
	Math	1%
	Science	1%
	Language Arts	1%
	Coordinator	1%
Science Olympiad	H.S. Advisor	2%
	M.S. Advisor	2%
Social Studies Olympiad	M.S. Head Coach	3%
	M.S. Assistant	1%
	H.S. Head Coach	3%
	H.S. Assistant	1%
Quiz Bowl	H.S. Head Coach	3%
	M.S. Head Coach	3%
Class Advisors	Senior Advisor	3%
	Junior Advisor	4%
	Sophomore Advisor	2%
	Freshman Advisor	2%
Club Sponsors	SADD	1%
	NHS	1%
	Woods Lab/IE Fair	5%
Mentors	Mentor to first year teacher	\$300
	Mentor to second /third year teacher	\$100

Middle School and High School Counselors at per diem rate of salary per day.
Mileage at IRS rate.

APPENDIX G: YEAR ROUND PROGRAM SUMMER ELECTIVE COURSES

During the months of July and August, Croswell-Lexington Community Schools will contract with individual members of the Croswell-Lexington Education Association to provide specials classes (such as physical education, art, and music) for the students enrolled in the year-round education program.

- A. Provisions of the individual summer contracts will be:
1. Specials Teachers will be paid on an hourly basis, at the rate of \$40 per hour, to provide classes for students in the year-round program during the months of July and August only.
 2. For every five (5) scheduled hours of class time, the Specials Teacher will be paid for one (1) hour of preparation time.
 3. If a Specials Teacher's scheduled hours include the student lunch period, a paid, 30-minute, duty-free lunch period will be provided for the Specials Teacher.
 4. Specials Teachers may team teach, if they wish, to enable the students from more than one class to attend a physical education class at the same time. The student load will not exceed the number of students allowable for the team teachers.
- B. Specials classes will be scheduled by administration to provide at least 30 minutes of preparation time to the grade-level classroom teachers each school day and at least a total of 168 minutes of preparation time per four-day summer work week.
- C. It is understood that assigning an appropriate number of Specials Teachers to teach exclusively within the year-round academic program would be the ideal situation. The Croswell-Lexington Education Association /MEA/NEA and the Board of Education of Croswell-Lexington Community Schools will work together to effect that change.

APPENDIX H: YEAR ROUND SCHOOL CALENDAR

Croswell-Lexington Community Schools Year-Round Calendar 2014-15		Student Days	Extra Teacher Days	Teacher Day Total	Marking Period Days
JUNE/JULY 2014		16	1	17	
June 30 or July 1	1 Per Diem In-service day; date to be decided				
July 7 (Mon)	First Day for Students (July & Aug Mon-Thurs only)				
AUGUST 2014		12	2	14	
Aug 25-29	NO SCHOOL				
Aug 26, 27	Welcome Back/Professional Development Days				
SEPTEMBER 2014		14	0	14	
Sept 1 (Mon)	NO SCHOOL				
Sept 2 (Tue)	School Resumes				
Sept 22-Oct 3	NO SCHOOL – Intercession				
OCTOBER 2014		20	0	20	
	Parent Teacher Conferences				
Oct 14 (Trad)	High School Conference (5:00 – 8:00 pm)				
Oct 14 & 16 (Trad)	Middle School Conferences (5:00 – 7:00 pm)				
Oct 23 & 28 (Trad)	Elementary Conferences (4:30 – 7:30 pm)				
NOVEMBER 2014		14	1	15	76
Nov 21 (Fri)	NO SCHOOL – Teacher In-service/Records Day				
Nov 24-28 (Mon-Fri)	NO SCHOOL – Thanksgiving Break				
DECEMBER 2014		15	0	15	
Dec 22-31	NO SCHOOL – Holiday Break				
JANUARY 2015		15	0	15	
Jan 1-9	NO SCHOOL – Holiday Break continues				
Jan 12 (Mon)	School Resumes				
Jan 20 (Traditional)	Middle School Conferences (5:00 – 7:00 pm)				
Jan 22	High School Conferences (5:00 – 8:00 pm)				
FEBRUARY 2015		18	0	18	57
Feb 13/16 (Fri/Mon)	NO SCHOOL – President’s Day Break				
MARCH 2015		14	1	15	
Mar 13 (Fri)	NO SCHOOL – Teacher In-service/Records Day				
Mar 23-31	NO SCHOOL – Intercession				
APRIL 2015		14	0	14	
Apr 1-10	NO SCHOOL – Spring Break/Easter				
MAY 2015		19	0	19	
May 22/25 (Fri/Mon)	NO SCHOOL – Memorial Day				
JUNE 2015		9	1	10	47
June 11 (Thur)	Last Day for Students				
June 12 (Fri)	Records Day for Teachers				
PLC/Department Meetings and Parent/Teacher Conference Banked Days			2	2	
DAY COUNT		180	6	188*	180

Snow days/Act of God days in excess of those allowed by the State of Michigan will be made up at the end of the school year.

***Note: Year-Round Parent/Teacher conferences – dates to be decided by staff.**

State-Mandated In-Service Hour Count for All Teachers	30 Required
Professional Learning Communities (3 one-hour sessions)	3
Department Meetings (5 one-hour sessions)	5
August 27 and 28 – Orientation and Professional Development	12
November 21 and March 13 – 2 hours PD and 2 hours Dept. meetings each day	8
Two (2) hours of time in building staff meetings will be spent on teacher training and counted as PD time	2
TOTAL	30

APPENDIX I: TRADITIONAL SCHOOL CALENDAR

Croswell-Lexington Community Schools Traditional School Calendar 2014-15		Student Days	Extra Teacher Days	Teacher Day Total	Marking Period Days
AUGUST/SEPTEMBER 2014		21	2	23	
Aug 26/27 (Tue/Wed)	Welcome Back/Professional Development Days				
Aug 28 – Sep 1	NO SCHOOL – Labor Day Weekend				
Sept 2 (Tue)	First Day for Students				
OCTOBER 2014		23	0	23	
	Parent Teacher Conferences				
Oct 14	High School Conference (5:00 – 8:00 pm)				
Oct 14 & 16 (Trad)	Middle School Conferences (5:00 – 7:00 pm)				
Oct 23 & 28 (Trad)	Elementary Conferences (4:30 – 7:30 pm)				
NOVEMBER 2014		16	1	17	
Nov 21 (Fri)	NO SCHOOL – Teacher In-service/Records Day				58
Nov 24 (Mon)	Trimester 2 Begins				
Nov 26–28 (Wed-Fri)	NO SCHOOL – Thanksgiving Break				
DECEMBER 2014		15	0	15	
Dec 22–31	NO SCHOOL – Holiday Break				
JANUARY 2015		20	0	20	
Jan 1–2	NO SCHOOL – Holiday Break continues				
Jan 5 (Mon)	School Resumes				
	Parent Teacher Conferences				
Jan 20 (Traditional)	Middle School Conferences (5:00 – 7:00 pm)				
Jan 22	High School Conferences (5:00 – 8:00 pm)				
FEBRUARY 2015		19	0	19	
Feb 16 (Mon)	NO SCHOOL – President’s Day Break				
MARCH 2015		21	1	22	
Mar 13 (Fri)	NO SCHOOL – Teacher In-service/Records Day				65
Mar 16 (Mon)	Trimester 3 Begins				
APRIL 2015		16	0	16	
Apr 3 (Fri)	NO SCHOOL – Good Friday				
Apr 6-10 (Mon-Fri)	NO SCHOOL – Spring Break/Easter				
MAY 2015		20	0	20	
May 25 (Mon)	NO SCHOOL – Memorial Day				
JUNE 2015		9	1	10	
June 11 (Thu)	Last Day for Students				
June 12 (Fri)	Records Day for Teachers				57
PLC/Department Meetings and Parent/Teacher Conference Banked Days			2	2	
DAY COUNT		180	7	187	180
Snow days/Act of God days in excess of those allowed by the State of Michigan will be made up at the end of the school year.					

State-Mandated In-Service Hour Count for All Teachers	30 Required
Professional Learning Communities (3 one-hour sessions)	3
Department Meetings (5 one-hour sessions)	5
August 26 and 27 – Orientation and Professional Development	12
November 21 and March 13 – 2 hours PD and 2 hours Dept. meetings each day)	8
Two (2) hours of time in building staff meetings will be spent on teacher training and counted as PD time	2
TOTAL	30

APPENDIX J: SCHOOL DAY SCHEDULES

School Day Schedules by Building for the 2014-15 School Year

Building	High School	Middle School	Geiger Elementary	Frostick Elementary	Meyer Elementary
Teacher Day Start Time	7:55 a.m.	7:55 a.m.	8:10 a.m.	8:10 a.m.	8:15 a.m.
First Bell for Students	8:05 a.m.	8:05 a.m.	8:20 a.m.	8:20 a.m.	8:25 a.m.
Student Instruction Start	8:10 a.m.	8:10 a.m.	8:25 a.m.	8:25 a.m.	8:30 a.m.
Student Instruction Stop	3:00 p.m.	3:00 p.m.	3:15 p.m.	3:15 p.m.	3:20 p.m.
Teacher Day Stop Time	3:05 p.m.	3:05 p.m.	3:20 p.m.	3:20 p.m.	3:25 p.m.

School Day Schedule for Year-Round Program 2014-15 Summer Months (July-August)

Building	Middle School
Teacher Day Start Time	7:35 a.m.
Student Instruction Start Time	7:45 a.m.
Student Instruction Stop Time	2:15 p.m.
Teacher Day Stop Time	2:45 p.m.

APPENDIX K: CLEA GRIEVANCE FORM

CLEA Contract Grievance Form

Cover Page

Building	
Assignment	
Name of Grievant	
Date of Informal Meeting with Principal	

LEVEL ONE (Principal Level)	
Date Cause of Grievance Occurred	
Contract Article/Section/Paragraph(s) Violated	
Statement of Grievance	
Relief Sought	
Signature of Grievant	Date
Acknowledgement of Building Representative	Date
Date Received by Principal	
Date of Meeting between Grievant and Principal	
Disposition by Principal	
Signature of Principal	Date
Position of Grievant or Association	
Signature of CLEA Grievance Chairperson	Date

LEVEL TWO (Superintendent Level)	
Date Received by Superintendent	
Date of Meeting between Grievant, Grievance Chairperson, and Superintendent	
Disposition by Superintendent	
Signature of Superintendent	Date
Position of Association	
Signature of CLEA Grievance Chairperson	Date

LEVEL THREE (MERC Level)	
Date Submitted to MERC	
Disposition by MERC	
Signature of MERC Board	Date
Position of Association	
Signature of CLEA Grievance Chairperson	Date

LEVEL Four (Arbitration Level)	
Date Submitted to Arbitration	
Disposition by Arbitrator	
Signature of Arbitrator	Date