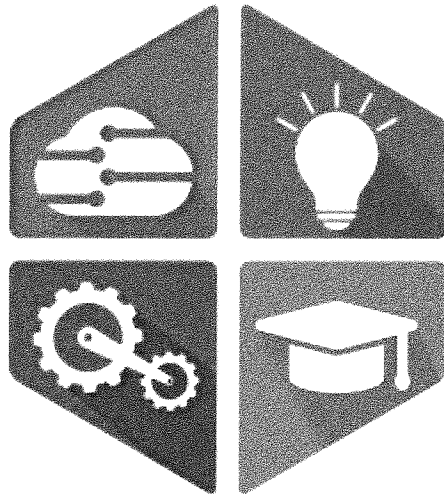
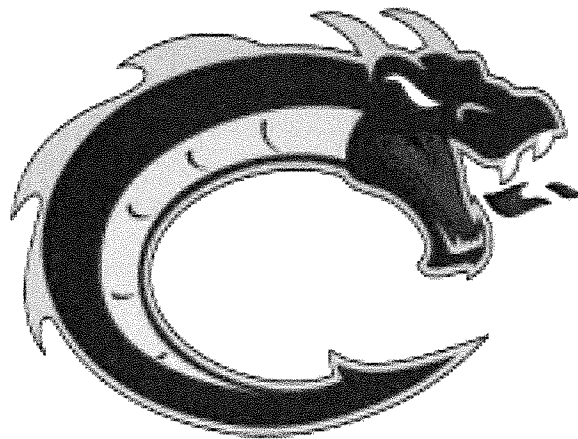

**CLINTONDALE EDUCATION ASSOCIATION
MEA-NEA, LOCAL 1**



MASTER AGREEMENT



**CLINTONDALE COMMUNITY SCHOOLS
BOARD OF EDUCATION
2020 - 2022**

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PREAMBLE

This Agreement entered into this **15th day of December 2020** between the Board of Education of the Clintondale Community School District (the "District"), Macomb County, Michigan (the "Board") and MEA-NEA Local 1, (the "Association"), an affiliate of the Michigan Education Association (the "MEA") and the National Education Association (the "NEA").

1. The Board and the Association recognize and declare that providing a quality education for the children of Clintondale is their mutual aim and that the character of such education depends upon the quality and morale of the teaching services.

2. The members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards.

3. The Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., to bargain with the Association as the representative of its teaching personnel as to wages, hours, and other terms and conditions of employment.

4. The parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, the parties agree as follows:

ARTICLE I - RECOGNITION

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

1. Superintendent
2. Assistant Superintendent
3. Principals
4. Assistant Principals
5. Athletic Director
6. Business Manager
7. Director of Curriculum
8. Director of Vocational Education*
9. Substitute Teachers
10. Any Other Personnel Excluded by Law

*If the Director of Vocational Education serves as a classroom teacher for any part of the day, then that time as a classroom teacher is a bargaining unit position. It is further understood that the Director of Vocational Education shall have no evaluative responsibilities for teacher bargaining unit positions.

Currently there exist coordinators for vocational education, special needs, and adult education. The Board agrees to discuss with the Association any plan to upgrade these coordinator positions to director, prior to such time as such plan would be implemented. The adult education coordinator shall be responsible to one (1) immediate supervisor as designated by the Superintendent.

The term "Teacher" when used in this Agreement refers to all professional employees represented by the Association in the bargaining unit. Except as otherwise expressly stated in this Agreement, the term "Teacher" also includes "Nonteaching Professional Staff."

The term "Nonteaching Professional Staff" refers to all professional positions in the bargaining unit that do not meet the definition of a teacher under the Michigan Teachers' Tenure Act.

Pursuant to Section 15 of the Michigan Public Employment Relations Act, MCL 423.215, certain provisions of the parties' previous collective bargaining agreements do not apply to bargaining unit positions that are not governed by the Michigan Teachers' Tenure Act. Those provisions, however, remain applicable to bargaining unit positions that are not governed by the Tenure Act. Accordingly, this Agreement applies to all bargaining unit positions, except for Appendix C, which applies only to nonteaching professional staff bargaining unit positions not governed by the Tenure Act.

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

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

ARTICLE II - ASSOCIATION, BOARD, AND TEACHER RIGHTS

- A. Board Rights. The Board retains all rights and powers conferred upon it by the Constitutions and laws of the State of Michigan and of the United States, including the right to manage the school system, establish curriculum content, hire, transfer, assign, discharge, or retain teachers in positions within the system, and to determine the methods, means, and personnel to operate the system, except as limited by the express provisions of this Agreement or the applicable laws of the State of Michigan or the United States. The retention of these rights and powers, however, does not affect the right of the Association to negotiate these rights and powers insofar as they are negotiable.
- B. Association Rights. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that professional employees of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for their mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the

enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher as to all aspects of employment or use of employee services by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise as to any terms or conditions of employment, as agreed to in this Master Agreement.

- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided elsewhere.
- D. There shall be duly-designated Association representative(s) (Building Representative) for each building to be selected in a manner determined by the Association. The identity of each Building Representative shall be certified in writing to the Board or its representative.
- E. The Association and its representatives shall be permitted to conduct official business on school property at reasonable times, provided that the leaving of one's building has been cleared through building administrators providing there is no interference of school operations. The Board shall provide office space if feasible.
- F. The Association shall have the right to use school equipment at reasonable times so long as it does not interfere or inhibit regular school use. The Association will supply its own materials.
- G. The Association shall have the right to bulletin board space and mail facilities in each building.
- H. The Board agrees to make available for examination and for copy, by an authorized representative of the Association, all material that has been prepared regarding the financial resources and tentative budgetary requirements and allocations of the District. Further, the Association agrees to furnish or make available for copy to the Board upon request, any information in its possession, not of confidential nature, the Board needs for the purposes of collective bargaining that is not otherwise readily available to the Board.
- I. The rights granted in this Agreement to the Association shall not be granted or extended to any competing labor organization, except as otherwise required by law.
- J. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent

permitted by law, but all other provisions or applications shall continue in full force and effect.

- K. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any supplemental amendment or agreement is not binding upon either party unless executed in writing by the parties.
- L. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals as to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- M. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. The Board shall not solicit execution of any individual contract at such time or in such manner that constitutes an unfair labor practice under the Michigan Public Employment Relations Act.
- N. The Association and its representatives shall have the right to use school buildings upon notification, excluding the Central Office, at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge.

ARTICLE III - PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make timely remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- B. The Board shall deduct city income taxes when the Macomb Intermediate School District provides such services.

ARTICLE IV – TEACHERS’ SCHOOL DAY

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

If the Middle School uses the "Teamed" Concept of teaching, each teacher shall be assigned only five (5) teaching periods, a Team planning period, and a

personal planning period per day. In that case, the September 1986 Letter of Intent (Middle School Preparation Period/Reporting Time), shall be considered invalid.

The personal planning period in the Middle School at the end of the day may be taken at home and the teachers may leave ten (10) minutes after the students are dismissed. In an attempt to reduce the planning period deficiency, the staff and building administrators will meet to discuss the possibilities involved in working out a solution. (Per August 5, 2003 Letter of Clarification Middle School Teachers' Day.)

If the Middle School uses a traditional concept of teaching or reverts from the "Teamed" concept to a traditional concept, each teacher shall be assigned five (5) teaching periods per day. In that case, the September 1986 Letter of Intent (Middle School Preparation Period/Reporting Time), shall be considered valid.

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

The preparation/conference period will be equivalent in length to a normal class period at the High School and Middle School. There will be a daily forty-five (45) consecutive minute preparation period at the Elementary Schools. This Elementary preparation period will be scheduled, in most instances, at the end of the teachers' contact time with students.

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

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

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

- B. Consultants (all counselors, social workers, psychologists, teacher consultants, speech therapists) and teacher specialists will receive preparation/conference time comparable to other classroom teachers working at their grade level.
- C. Any teacher who agrees to cover a class or portion of a class during his/her regular school day shall be paid in addition to his/her regular salary (See Appendix B-4 – Salary Schedule for Special Areas) the amount of Five Dollars and Seventy-five cents (\$5.75) for each fifteen (15) minute segment; and any

teacher who teaches any class in addition to his/her regular salary (Appendices B-4) an amount equal to one-sixth (1/6) of said salary.

- D. Teachers shall not be required to attend more than three (3) evening meetings per year not to exceed two (2) hours. Evening parent/teacher conferences shall be classified as evening meetings. Maximum of two (2) parent/teacher conferences.
- E. Teacher specialists, who will be made available a minimum of thirty (30) minutes per class per week to assist elementary teachers, shall be defined as teachers who instruct the entire class in a specific subject, such as art, vocal music, reading, physical education, and library skills.

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

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

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

ARTICLE V - SPECIAL EDUCATION

- A. The Board will make every effort to place students designated as special education students into proper special education classes. Any teacher who believes that a student may qualify as a special education student may refer that student to the principal for processing by special services.
- B. Students considered to be in need of special services by the school psychologist will be considered by the Individualized Education Program Committee. Placement is determined by this Committee. The referring and receiving teacher, if ascertained, will be extended the opportunity to attend and participate as a member of the IEP Committee.

- C. All IEP Committee members will be notified of the Committee meetings not less than one (1) week before the meeting, and those meetings shall be held at a time when all Committee personnel can attend.
- D. A designated room shall be provided in each school building for the use of the Special Services staff during their scheduled visits to the building.
- E. When a special education student is placed in a regular classroom, the receiving teacher will be provided with a written copy of the student's IEP and any other pertinent information for said student.
- F. To ensure the best educational programs for all children in the District (both the regular classroom child and the special education child), the following guidelines shall be followed:
 - 1. Any regular classroom teacher with two (2) certified special education students from a special education classroom program will not have any additional integration of special education students without prior consultation with the building principal.
 - 2. Special education students who are integrated into the regular classroom during the school year, shall be integrated after consultation with the receiving teacher, and at a time that best facilitates the educational continuity of the entire class, but not later than five (5) calendar days following the meeting of the IEP Committee; provided, however, that such placement shall comply with the laws and regulations pertaining to mainstreaming special education students as promulgated and administered by the Macomb County Intermediate School District.
 - 3. Both the sending and the receiving regular classroom teacher, if ascertained, and the special education teacher shall be invited to the IEP Committee meetings whenever a change in the student's status is necessary.
 - 4. Class size shall be considered as one (1) factor when providing inclusive education for special education students in a regular classroom program.
 - 5. Every bargaining unit member shall have access to a copy of the Macomb ISD plan for delivery of special education programs and services, and any special education rules, regulations, and/or guidelines.
 - 6. Prior to the inclusive education of a special education student, the regular classroom teacher shall receive, if requesting it, any of the following:
 - a. A brief overview of the program, the law, and the concept of inclusive education. This will be provided by either the program supervisor or a designated staff member. Audiovisual aids will be utilized.

- b. A face-to-face conference between the general education teacher and the special education teacher in order to inform the general education teacher in regard to student information.
 - c. An opportunity to cooperatively plan the actual mainstreaming of the student between the two (2) teachers.
- G. When a special education student is placed in a regular classroom, the receiving teacher will be provided with a written copy of the student's IEP and any other pertinent information for said student. Further, the teacher will meet with the teacher consultant or special education teacher during the teacher's preparation and conference period on the student's IEP.

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

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

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

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

ARTICLE VI - TEACHING CONDITIONS

- A. Class Size. The Board shall strive toward ideal classroom student-teacher ratios. In determining such ratios, the Board shall consider among the pertinent factors:
 - 1. Teacher effectiveness including individual attention, multi-learning activities, span of control, parent-teacher communications, clerical burden, available work stations, and flexible groupings;

2. Physical design of classrooms, including room size, the flexibility of the room and facilities for vision, hearing and group work, health and safety;
3. Personnel supply, including availability of qualified personnel for classroom and special areas for curriculum at the time of need;
4. The financial status of the District.

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

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

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

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

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

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

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

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

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

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

ARTICLE VII - DEPARTMENT CHAIRPERSONS

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

ARTICLE VIII - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The District will provide written notice to bargaining unit members of their assignment for building(s), grade level(s), and subject(s) for the forthcoming school year.
- B. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendices B, and summer school courses shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the District. Others holding such assignments will be employed on an "AT-WILL" basis.
- C. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, declare a policy of actively seeking minority group personnel.
- D. All professional staff assigned to a building full time (except special services personnel) will be responsible to their assigned administrator(s). Special services and vocational education personnel will be responsible to one administrator.
- E. The Board will provide written notification of any change in the employment status of bargaining unit personnel and the effective date of hire for any bargaining unit personnel to be covered by this Agreement at such time as said status becomes effective by Board approval.
- F. Shared Time Teaching Assignment: Teachers may volunteer for job sharing by application to the Personnel Office and upon administrative approval, share a teaching assignment.

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

The Association and the Board agree that:

- 1. A job-sharing teacher will receive one-half (1/2) of his/her regular salary (See respective Salary Appendix) of the Agreement, full cost of living adjustment on one-half (1/2) of his/her regular salary and twelve (12) half (1/2) days of personal leave.)
- 2. A job-sharing teacher will select from the insurance protection program, a package of benefits not to exceed one-half (1/2) the cost of the total benefits package for a teacher who carries Plan A, and LTD, Life Insurance, and Vision.
- 3. Job-sharing teachers will receive a full year's credit on the seniority list and salary schedule. The shared position must be applied for by March 15 each year for the following school year.

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

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

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

ARTICLE IX - VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board.
- B. On the first Monday in May and on the last Monday of each school year, the Employer shall post, on a designated bulletin board in each District building, along with a copy to the Association, a list of known vacant administrative, athletic, and driver's education positions as listed in Appendix B salary schedules.

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

The Board declares its continued support of its policy of considering promotion from within its own teaching staff, including promotions to supervisory and executive levels; provided, however, that the Board continues the right to hire a teacher outside the bargaining unit to fill such vacancy.

- C. Teachers who are interested in a vacancy which may occur during the summer should contact the Administration before the end of the school term, and list on a transfer form any position for which they would like to be considered, and teachers will then be notified by the Administration if any opening occurs in the area(s) they have listed.
- D. **BUILDING CLOSING PROCEDURE:** Teachers in a building being closed shall be listed on a seniority basis. A list of vacant positions, excluding special areas, shall be provided to the Association and to the teachers in the building being closed. This list will be made available within ten (10) working days of the Board meeting where action was taken to close such building.
- E. **INVOLUNTARY TRANSFER:** Any bargaining unit member subject to involuntary transfer shall receive written notice of that transfer. A bargaining unit member subject to reassignment may apply for tuition and materials reimbursement for

any course or workshop he/she feels will enhance skills or background as it relates to their professional duties.

F. DEFINITIONS:

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

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

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

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

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

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

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

ARTICLE X – SENIORITY AND CERTIFICATION

- A. SENIORITY. Teachers shall accrue seniority in the District from the date the teacher signs an employment contract with the District except as otherwise provided in this Agreement.* And, further provided that the Board approves such contract and that the teacher actually begins work in the District. Beginning September 1, 1986, if two (2) or more teachers sign contracts on the same date, the time stamped on the contract shall determine seniority. Should two (2) or more teachers arrive at the Personnel Office at the same date and time to sign their contracts, said teachers' names will be drawn from a hat by the Association President or designee in the presence of the Superintendent or designee and listed for seniority purposes in the order the names were drawn.

(*Accrual of seniority shall be subject to this Agreement.)

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

Teachers who are laid off shall continue to accrue seniority. A teacher who has refused recall to less than a full-time position shall continue to accrue seniority.

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

No administrator shall accumulate seniority in the bargaining unit for years of service as an administrator.

- B. Change in Certification. Teachers who have completed additional credit courses resulting in a change in their Certification shall submit verification of such changes to the Personnel Manager on or before March 1 of each school year.
1. Such verification shall consist of the change in endorsement or endorsements from the State Department of Education, or
 2. A letter from the college or university from which the additional credits were earned verifying successful completion of the course work and the recommendation for the change in certification, subject to confirmation and acceptance by the State Department of Education, or
 3. A letter from the college or university from which anticipated additional credits will be earned prior to August 31, verifying the anticipated successful completion of the course work and the recommendation for the change in certification, subject to confirmation and acceptance by the State Department of Education. Such verification must be repeated by July 1, if anticipated change in certification is to be considered for the next school year.

ARTICLE XI - ILLNESS OR DISABILITY

- A. Personal Leave Days. Each teacher shall be entitled to a total of twelve (12) personal leave days with full pay each school year to be used for the reasons of illness or personal business. Personal leave days are to be used for personal business where there is a personal need, duty, or obligation to conduct personal business which cannot be conducted on a day other than a school day, but personal leave days may not be used for such purposes as extended vacations or recreation. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in case of emergency or personal illness.
1. Leave days shall be earned; provided, however, a teacher shall be credited with his/her allotment of leave days at the beginning of the school year. In all cases, where a teacher leaves or terminates his/her service to the District, his/her leave days for the year shall be prorated to his/her service and any leave days used in excess of days earned will be deducted from the teacher's pay. Any unused days shall be accumulated

without limit. Suspected abuse of personal leave shall be reported by the Superintendent to the Association for investigation, within five (5) days of the suspected abuse. The Association will report its findings and recommendations in writing to the Superintendent.

2. Advance notice of the necessity for such leave shall be given to the Superintendent or designee as soon as possible.
 3. Any teacher who does not use seven (7) or more of his/her twelve (12) personal leave days in the current year for the combined purpose of personal leave and cash-in shall be entitled to use not more than two (2) of their next year's earned personal leave days for any purpose, provided that advance notice for the use of these days must be given in writing to the Personnel Office not less than thirty (30) calendar days prior to said use, and provided further that not more than ten (10) teachers shall be eligible for the use of said days on any given date.
- B. Extended Leave. Any teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave and benefits available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request from the teacher.
- C. The number of accumulated personal leave days shall be communicated to each teacher, in writing, in the months of December and May. At all other times such information shall be available from the school principal's secretary.
- D. A maternal disability which results from a pregnancy, childbirth, miscarriage, or recovery therefrom, shall be treated in the same manner as any other disability.
- E. Teachers will not be charged sick leave due to absence from their jobs for reason of illness definitely established as contracted as a result of their employment, from the following list:
- | | | |
|-------------|---------------|----------------|
| Mumps | Scarlet Fever | Conjunctivitis |
| Measles | Impetigo | Scabies |
| Chicken Pox | Rubella | Ringworm |
| Head Lice | | |
- A physician's statement shall be submitted.
- F. Communicable Diseases. If the Board authorizes the development or subsequent revision of Board policies dealing with communicable diseases, the Employer will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact the working conditions and health and safety of bargaining unit members.

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

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

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

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

Proper certification of the reason for the leave must be provided. An employee may be required to use all available personal leave time for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to the same or equivalent position held prior to the leave consistent with the FMLA.

ARTICLE XII - PROFESSIONAL, PERSONAL, AND ASSOCIATION LEAVE

- A. Teachers from time to time may request permission to attend a conference, workshop, seminar, or visitation. Permission to attend must be secured from building administrators and administrator in charge of curriculum. These days will not be deducted from personal leave days.
- B. The Board will approve up to twenty-two and ½ (22.5) days of professional leave for Association activities at full pay per school year. Seven and ½ (7.5) additional days shall be granted, provided the Association reimburses the District for the full cost of required substitutes. In addition, the Board shall provide thirteen and ½ (13.5) days of professional leave for the District Association President at full pay per school. As required by law, the Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services (ORS) for this Association release time. Reimbursement shall be paid upon the District's submission to the Association of the proof of payment to ORS. The Association agrees to notify the Board no less than forty-eight (48) hours before the date of the intended use of leave days. This time limit for notification may be waived with mutual consent of the Board and the Association.

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

- C. The Board shall provide the Association President one-half (1/2) day (three class periods) release time per school day with full pay and fringe benefits. For a new President, the release time will commence at the beginning of a semester. It is also agreed that the President shall have the right to use personal and team

planning periods for Union business. Notice will be provided to the building administrator if the President will be leaving the building during planning time. As required by law, the Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for this Association release time. Reimbursement shall be paid upon the District's submission to the Association of the proof of payment to ORS.

- D. Court or administrative agency appearances on behalf of the District or jury duty shall not be chargeable against personal leave days.

ARTICLE XIII - SABBATICAL LEAVE

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

A teacher may be granted a sabbatical leave for either one-half (1/2) year at full pay or one (1) year at half pay. Teachers on sabbatical leave will receive full contractual benefits for the period of the leave, and upon return from a sabbatical leave shall be restored to the teacher position of like nature, seniority, status, and pay, as formerly held and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

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

Applications for sabbatical leave shall be submitted to a committee composed of two (2) members chosen by the Association and two (2) members chosen by the Board not later than the first day of April preceding a sabbatical leave beginning in September, or not later than the first day of school preceding a sabbatical beginning in February. The applications must be accompanied by plans for the use of the sabbatical leave, and exposition of the plan's potential for increasing the applicant's professional competence and such other information (e.g., seniority) as the committee may require. The Sabbatical Leave Committee shall make its recommendation to the Board prior to the end of the semester preceding the semester or school year for which such leave is sought.

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

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

ARTICLE XIV - UNPAID LEAVES OF ABSENCE

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

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

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

- B. Any teacher who leaves a teaching position other than a temporary teaching position in the District, to serve in any branch of the uniformed services of the United States, shall have all benefits and rights of the Uniformed Services Employment and Reemployment Rights Act and any other federal or state law which governs or has any application to these re-employment rights.
- C. CHILD CARE LEAVE. Any teacher who becomes pregnant, whose spouse becomes pregnant, who is in the process of adopting a child, or who becomes a legal guardian of a minor will be granted a child care leave for the remainder of the school year upon a satisfactory showing of evidence of pregnancy, pending adoption proceedings, or guardianship. A second year of leave shall be granted upon request. A written application for child care leave must be filed with the Board not less than forty-five (45) days prior to the requested commencement of the leave. Such request shall be accompanied by a physician's statement indicating the anticipated date of birth. Written notification of intent to return from child care leave must be made to the Superintendent prior to April 1, and reinstatement of teachers returning from child care leave will be at the commencement of school in September following the end of their leave.

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

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

However, a teacher on leave of absence who is enrolled in the hospital and surgical group insurance plan may arrange continued coverage pursuant to the

existing operating agreement between the Board and the carrier by paying the premium in cash to the Business Office of the Board.

- E. Evidence of satisfactory physical or mental health may be requested by the Board immediately preceding return to the position.
- F. Written notice of intention to return or resign from the District shall be given to the Superintendent by April 1 of the year in which the leave expires, unless specified otherwise in the provision under which leave was taken.
- G. A leave of absence shall be granted to any tenure teacher upon application for the purpose of serving as an officer of the Association, MEA, NEA, MEA-NEA Local 1 or on their staff. Such leave shall be limited to two (2) years. Upon return from such leave, such teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the District during such period.
- H. CAREER OPTION LEAVE. A one (1) year leave of absence shall be granted to any tenure teacher who requests such in writing. This career alternative leave may be utilized in order to pursue an administrative or management position or such other non-teaching career opportunity as the teacher may have available. Such leave shall be renewable with mutual consent of the teacher and the Board. Upon return from such leave, such teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the District during such period.
- I. ACCRUAL OF SENIORITY AND INCREMENT ON LEAVES OF ABSENCE. Effective September 1, 1990, teachers who are granted leaves of absence shall be limited to accruing a maximum of one (1) year's seniority for their first leave of absence. If such teachers are granted additional leaves of absence in future school years, they shall not accrue seniority during the periods of such additional leaves of absence. Seniority shall only be granted for the first leave of absence taken and shall not be granted or accrued for any additional leaves of absence, except as provided herein. This provision shall not apply to sabbatical leaves, leaves granted to teachers doing full-time study at an accredited university in a field related to education, medical leaves, or teachers who are elected as officers of MEA-NEA Local 1, MEA, or NEA. Upon return from such leave such teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the system during said period. Any teacher not returning from a leave forfeits his/her seniority and may be deemed to have terminated employment.

ARTICLE XV - ACADEMIC FREEDOM

- A. Academic freedom should be enjoyed by all teachers; it includes the responsibility to teach within the prescribed curriculum and not to misuse one's position to promote personal causes. Academic freedom also includes the right

to support or oppose political causes and issues outside of the normal classroom activities.

- B. All communications obtained by the teacher in the course of his/her professional duties and deemed by said teacher to be confidential in nature need not, except with the consent of said teacher, be disclosed to anyone unless said disclosure is required by law.

ARTICLE XVI - PERSONNEL FILE

- A. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file, exclusive of confidential employment and university credentials, shall contain the following minimum items of information:

- TB report and required medical information
- All teacher evaluation reports
- Copies of annual contracts
- A transcript of academic records
- Copy of teaching certificate
- Tenure recommendation

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

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

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

- B. Any complaint against a teacher by a parent, student, or other person will be promptly reported to the teacher and the Association President. Complaints will not be incorporated into a teacher's personnel file unless:

1. The complaint is in writing and the complainant(s) is identified; and
2. A copy of the complaint is provided to the teacher prior to its inclusion; and
3. The teacher is given the right to make a written reply to the complaint.

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

- C. Notwithstanding, anything set forth herein to the contrary, the Board and the Association agree to follow state law as set forth in the Freedom of Information Act (MCL 15.231) and the Bullard-Plawecki Employee Right to Know Act (MCL 423.501 et seq.) concerning the review of employee file and the disclosure of information from same, as specified and referenced below. The Board agrees to follow state law as specified below:

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

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

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

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

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

- A. This Agreement shall be binding on the Board and its successor personnel and on any school district into which or with which this District shall be merged or combined, as prescribed by the law.
- B. If the District is combined with one or more districts, the Board shall use its best efforts to assure the continued recognition of the Association and the continued employment of bargaining unit members in the consolidated districts. In any event, upon the decision to annex, consolidate, or reorganize, procedures for any changes will be negotiated with the Association under this Agreement in order to ensure a smooth transition.
- C. In the event of annexation, consolidation, or other reorganization of the District, all bargaining unit members will have their seniority, leave and vacation day credits, insurance, pension benefits, rights, privileges, obligations and status

recognized and protected without regard to whether the District does or is annexed, consolidated, or reorganized and that the seniority of all bargaining unit members will be "dove tailed" so that the employees of all affected, previously existing government entities impacted by the annexation, consolidation, or reorganization will be treated as if they had always been employed by whatever entity remains/survives without regard to which entity they were previously employed by.

- D. Neither the Board nor the Association (including their respective designees) will support, agree to, or consent to any annexation, consolidation, or reorganization of all or any part of the District nor any part of the geographic territory encompassed therein if the above conditions protecting employee rights are not incorporated into the plans/agreements providing for such annexation, consolidation, or reorganization.
- E. Nothing in this Article prevents the District or any newly-formed District from determining the number of employees that would be required for it to operate its educational program going forward, absent some other contractual or legal prohibition from doing so.

ARTICLE XVIII - INCLEMENT WEATHER

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

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

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

In the event that student instruction days have been cancelled due to conditions not within the Board's control, instructional days shall be rescheduled as necessary to ensure that the District complies with state law and will not incur a loss of State School Aid. If it is necessary, the Association and the Board shall negotiate any make-up dates.

ARTICLE XIX - SCHOOL CALENDAR

For the term of this Agreement, the school calendar shall be set forth in, Appendix A-1. (2020-2021) and A-1a. (2021-2022). The parties will bargain future school calendars. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

ARTICLE XX - PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B., which are attached to and incorporated in this Agreement. Such Salary Schedule shall remain in effect during the designated periods.

- B. The Board may place a newly-employed teacher on any step of the salary schedule regardless of the number of years of previously acquired teaching experience; provided, however, that in no event shall any newly-employed teacher be placed on a salary step which exceeds previously acquired teaching experience.

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

- C. Teachers involved in extra-duty assignments will be compensated as set forth in Appendix B. which is attached to and incorporated in this Agreement without deviation. No teacher will be required to participate in extra duty assignments as listed in Appendix B.5.
- D. Teacher salaries shall be paid on the 15th and 30th (or last day of the month) for each month through direct deposit into the teacher's bank account. If the teacher does not have a bank account, the District will accommodate that teacher by issuing a check.
- E. Upon request, any teacher who has accumulated over sixty (60) days of personal leave shall be given the sum of Eighty Dollars (\$80.00) per each unused day over sixty (60), payable on the 21st paycheck at the end of the school year. The teacher may receive such incentive for up to twelve (12) days per year. Any teacher who is at least 55 years old or has twenty-five (25) years of service in the District shall annually have the option of converting personal leave days into paid vacation days in accordance with the conversion formula agreed upon by the parties. The pay for the vacation days not worked will be paid into a 403(b) account as deferred compensation.
- F. A teacher terminating employment after fifteen (15) years shall be compensated the sum of Eighty Dollars (\$80.00) for each accumulated personal leave day.
- G. To facilitate District hiring opportunities, the District will pay a teacher \$500 if written notice of resignation (effective June 30 of that school year) is provided to the District no later than March 1 of that same school year. This \$500 payment will be made to the teacher in the last payroll of that contract year.

ARTICLE XXI - INSURANCE PROTECTION

- A. The Board shall provide all insurance benefits listed in Paragraph A. for a full twelve (12)-month period of each school year for all bargaining unit members, except for those teachers electing benefits under Paragraph B. below. The District shall provide for such benefits to the maximum amount allowed by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. to each teacher and his/her dependents, as defined by MESSA.
1.

(a) **MESSA ABC Plan 1 with \$1400/\$2800 deductible (or minimum deductible as set by the IRS) and ABC Rx.** When appropriate MESSA Limited Medicare Supplement and Medicare Part B premium shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for Medicare. This election would be allowed annually at the open enrollment; **or,**

(b) **MESSA ABC Plan 1 with \$1400/\$2800 deductible (or minimum deductible as set by the IRS), 20% co-insurance and 3-Tier Rx.** When appropriate MESSA Limited Medicare Supplement and Medicare Part B premium shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for Medicare. This election would be allowed annually at the open enrollment; **or**

(c) **MESSA Essentials with \$375/\$750, 20% co-insurance.** When appropriate MESSA Limited Medicare Supplement and Medicare Part B premium shall be paid on behalf of the teacher, his/her spouse and/or dependents eligible for Medicare. This election would be allowed annually at the open enrollment;
 - 2a. MESSA/Delta Dental Plan I-80/II-80/III-80/IV-80 (No coordination of benefits)
Annual Maximum I, II, III, \$1,200, Lifetime Max Class IV: \$1,200, no adult orthodontics, or sealants, cleanings 2 per year
 - 2b. MESSA/Delta Dental Plan I-50/II-50/III-50/IV-50 (Coordination of benefits)
Annual Maximum I, II, III, \$1,000, Lifetime Max Class IV: \$1,000, no adult orthodontics, or sealants, cleanings 2 per year.
 3. MESSA Term Life Insurance in the amount of Sixty Thousand Dollars (\$60,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. For accidental death, the insurance will pay double the specified amount; for accidental dismemberment, the insurance will pay according to the schedule.
 4. MESSA Plan VSP-2 Silver Vision Insurance including internal and external coordination of benefits.

- B. Teachers not electing insurance benefits as described in Paragraph A above shall be provided by the Board with the following insurance benefits, for a full twelve (12) month period of each school year. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Paragraph A above, and his/her eligible dependents, as defined by MESSA:
1. Three Thousand Dollars (\$3,000.00) annually, in monthly payments of Two Hundred and Fifty dollars (\$250.00) for each year that the employee elects to opt out of health care coverage. The bargaining unit member may elect to apply this payment to a tax-deferred annuity through a salary reduction agreement. The District shall pay the implementation and administration costs of this benefit.
 - 2a. MESSA/Delta Dental Plan I-80/II-80/III-80/IV-80 (No coordination of benefits)
Annual Maximum I, II, III, \$1,500 Lifetime Max Class IV: \$1,500, no adult orthodontics, or sealants, cleanings two (2) per year.
 - 2b. MESSA/Delta Dental Plan I-50/II-50/III-50/IV-50 (Coordination of benefits)
Annual Maximum I, II, III, \$1,000, Lifetime Max Class IV: \$1,000, no adult orthodontics, or sealants, cleanings two (2) per year.
 3. MESSA Term Life Insurance in the amount of Seventy-Five Thousand Dollars (\$75,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. For accidental death, the insurance will pay double the specified amount; for accidental dismemberment, the insurance will pay according to the schedule.
 4. MESSA Dependent Term Life Insurance in the amount of Ten Thousand Dollars (\$10,000.00) for each teacher's spouse and Five Thousand Dollars (\$5,000.00) for each dependent child as defined by MESSA.
 5. MESSA Plan VSP-3-Gold Vision Insurance including internal and external coordination of benefits.
- C. The Board shall provide, without cost to the teachers, MESSA Plan II Long-Term Disability Insurance for each teacher. Benefits shall be paid at Sixty-six and Two-thirds percent (66 2/3%) salary to a monthly maximum of **Seven Thousand Five Hundred Dollars (\$7,500.00)** and shall begin after expiration of ninety (90) calendar days. Benefits will continue at no cost to the teacher in the event of total disability.

Any teacher who has exhausted his/her accumulated bank of leave days and has been ill for forty-five (45) or more consecutive days, and who otherwise qualifies under the Long-Term Income Protection Plan as above provided, shall be eligible to receive the difference between the substitute's daily rate and his/her daily rate for each workday she/he is absent. A teacher's eligibility to receive the above pay

differential shall exist and be limited to between the 45th day and the 90th day of illness, excluding the summer vacation when school is not in session.

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

- D. The Board may solicit quotes for identical health coverage from MESSA and Blue Cross. If total cost savings between the packages exceeds five percent (5%), the least expensive bid will be accepted. Bids may be solicited annually.
- E. Upon retirement a teacher who elects to drop insurance coverage promised by the District shall receive \$200.00. This payment is offered to discourage double coverage and additional cost to the District.
- F. National Health Insurance - In the event a National Health Insurance program is enacted that would affect the benefits in this Agreement, or there is a change in the tax status of benefits that would adversely affect bargaining unit members, the parties agree to meet to negotiate over the impact of change.
- G. The District is willing to re-open this Agreement for insurance only, upon the Association's request, to obtain a mutually-agreed upon insurance plan.

ARTICLE XXII - SPECIAL AND STUDENT TEACHING ASSIGNMENTS

- A. Assignments for the Adult Education, Driver Education, and Summer School Programs will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the District during the normal school year. Every attempt will be made to avoid split shifts and assignments for teaching less than two (2) hours per day. Teachers shall be compensated for teaching in any such programs at the rate established within this Agreement.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 6:30 AM (except in an emergency) to report unavailability.
- C. Supervision of student teachers shall be a voluntary assignment. A teacher must request to supervise a student teacher. Such teacher must also file with the personnel office an application at least forty-five (45) days prior to assignment to said student teacher. A copy of the application shall be forwarded to the Association President at the time of request. No teacher shall be permitted to supervise more than one (1) student teacher during the school year.
- D. Arrangement for disbursement of monies for student teacher supervisors will be made consistent with sponsoring university policies.

ARTICLE XXIII - STUDENT DISCIPLINE AND TEACHER PROTECTION

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

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

ARTICLE XXIV - PROFESSIONAL GRIEVANCE PROCEDURE

A. DEFINITIONS

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

B. PURPOSE

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

C. STRUCTURE

1. The Association shall establish a Professional Rights and Responsibilities Committee (PR&R Committee), which shall serve as the Association's Grievance Committee.
2. In the event that any Building Representative or any member of the PR&R Committee is a party in interest to any grievance, he/she shall be

disqualified from serving in any representative capacity in connection with that grievance.

D. GENERAL

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

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

6. The following matters shall not be the basis of any grievance filed and/or processed under the Professional Grievance Procedure of this Agreement.
 - a. The failure to re-employ any probationary teacher.
 - b. A teacher who elects to proceed under the provisions of any other remedial procedure or form established by law or regulation having

the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act, shall be exclusive and the Grievance Procedure shall not apply.

E. PROCEDURE

1. **Level One**

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

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

2. **Level Two**

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

3. **Level Three**

If the Association is not satisfied with the disposition of the grievance at Level Two, the grievance shall, to the extent permitted by law, be

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

F. MISCELLANEOUS

1. Any party in interest may be represented at any meeting held pursuant to the provisions of Levels Two and Three, but no teacher may under any circumstances be represented by an officer, agent, or other representative of any other teacher organization than the Association and only the Association may take a case to arbitration.
2. No reprisal of any kind shall be taken by or against any party in interest in the Grievance Procedure by reason of participation in the Grievance Procedure.
3. Grievance forms shall be designated, pursuant to the foregoing, by the Chairperson of the PR&R Committee and the Superintendent, and shall be appropriately distributed so as to be available in each building for use as needed.

ARTICLE XXV - IN-SERVICE PROFESSIONAL EDUCATION

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

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

ARTICLE XXVI - CURRICULUM

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

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

ARTICLE XXVII - SCHOOL IMPROVEMENT PLAN

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

ARTICLE XXVIII - MENTOR TEACHERS

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

1. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher.
2. A mentor teacher shall be a certified teacher or a bargaining unit member. Bargaining unit members shall be given first consideration to serve as mentor teachers.
3. The purpose of the mentor teacher is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
4. Participation as a mentor teacher shall be voluntary.
5. Efforts will be made to match mentor teachers with mentees who work in the same building and have the same area of certification.
6. A mentor teacher shall be assigned to only one (1) mentee.
7. The mentor teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years.
8. Neither the mentor teacher nor the mentee shall be required to participate in any matter related to the evaluation of the other.
9. Where possible, the mentor and the mentee shall be assigned common preparation time and, where there is mutual agreement between the Association and the District, released time will be given for mentee and mentor teachers with approval of the supervisor.
10. Bargaining unit members who volunteer as a mentor shall receive a yearly stipend of \$450.00.

ARTICLE XXIX - GRADE CHANGE PROCEDURE

The District will adhere to the following policy regarding changing of student grades:

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

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

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

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

ARTICLE XXX - DURATION OF AGREEMENT

- A. An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this Agreement as provided by law.
- B. This Agreement shall be effective from December 15, 2020, and shall continue in effect until midnight, August 31, 2022.
- C. Upon expiration of this Agreement, there shall be no step, lane, or longevity advancement until a successor agreement is ratified.

Board of Education of the Clintondale Community Schools

By: _____
Beverly Lewis-Moss
Board President

By: _____
Michael Scott
Board Secretary

MEA-NEA Local 1 Education Association

By: _____
Mike Ward
Association President

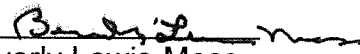
By: _____
Freya Weberman
Executive Director

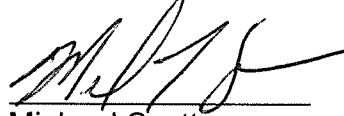
By: _____
Lori Ringstad
Association Secretary

By: _____
Mary Campbell
President, MEA-NEA Local 1

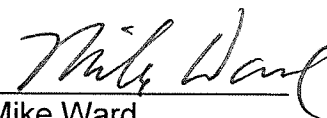
Ratified by MEA-NEA Local 1 on December 15, 2020
and the Board of Education on December 18, 2020.

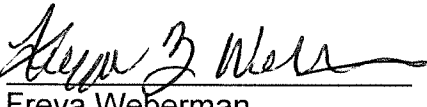
Board of Education of the Clintondale Community Schools

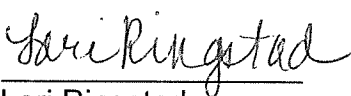
By: 
Beverly Lewis-Moss
Board President

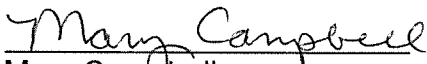
By: 
Michael Scott
Board Secretary

MEA-NEA Local 1 Education Association

By: 
Mike Ward
Association President

By: 
Freya Weberman
Executive Director

By: 
Lori Ringstad
Association Secretary

By: 
Mary Campbell
President, MEA-NEA Local 1

Ratified by MEA-NEA Local 1 on December 15, 2020
and the Board of Education on December 18, 2020.