

**COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**MEA - NEA LOCAL 1**

**And the**

**BOARD OF EDUCATION**

**Mount Clemens Community School District  
September 1, 2008 - August 31, 2012**

# **AGREEMENT**

**between**

**MEA-NEA LOCAL 1**

**THE MOUNT CLEMENS COMMUNITY SCHOOLS' BOARD OF  
EDUCATION**

The MEA-NEA Local 1 hereinafter called the "Association" and its local designee the Mount Clemens Education Association MEA-NEA, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, and the Board of Education of the Mount Clemens Community School District hereinafter called the "Board", do hereby agree that the welfare of the children of the school district is paramount in the operation of the school and will be diligently promoted; that the good morale of the teaching staff is necessary to the greatest welfare of the children; and that members of the teaching profession should assist in the formulation of policies and programs designed to improve educational standards. To promote these objectives, the parties do hereby agree as follows:

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## SECTION I -- RECOGNITION

- A. The Board hereby recognizes the Association (MEA-NEA Local 1) as the exclusive and sole negotiations representative for all personnel certified and/or approved by the Michigan State Board of Education under contract or on leave, employed by the Board, excluding those positions listed in Appendix C. of this Agreement, as provided and limited by the provisions of Act 379, Public Acts of 1965 of the Michigan Legislature. 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 above defined. The term "Association" where used herein after in this Agreement shall refer to MEA-NEA Local 1, and its local designee the Mount Clemens Education Association MEA-NEA through its president and other official representatives.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. The term "principal" shall refer to either the building principal or building administrator.
- D. To the extent required by law, in the event that the Mount Clemens Community School District should consolidate, merge with, or be annexed by any other school district, this agreement shall be binding upon the employer's successor, assignees, or transferees, whether such successor, assignment, or transfer be effectuated voluntarily or by the operation of the law.

## SECTION II -- BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. Both parties to this Agreement recognize that because of limitations which apply, and for sound business practices in the operation of the schools, the Board of Education has the responsibility of limiting expenditures to reasonably anticipated revenues.
- B. The Board and the Association agree that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan 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 in respect to the execution of their professional duties and responsibilities.
  - 2. To hire all employees, and, subject to the provisions of the law and this Agreement, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
  - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
  - 4. To determine the appropriate means and methods of instruction giving due consideration to the individuality of children and teachers, the selection of textbooks and other teacher materials, and the use of teaching aids of every kind and nature.
  - 5. To determine class schedules, non-teaching activities, the hours of instruction, and the duties, responsibilities, and assignments of teachers with respect thereto, and the terms and conditions of employment. Mandatory subjects of bargaining shall remain subject to bargaining between the parties unless specifically and expressly waived by this Agreement.
- C.
  - 1. The Board and Local 1 mandate that both parties implement an Affirmative Action Program in the recruitment, hiring and retention of multi-ethnic teachers. Local 1 agrees to assist in the development of viable procedures with the use of MEA and NEA resources.
  - 2. Hiring - It is mutually agreed that the Board vigorously will pursue a policy of recruiting and hiring minority educators for vacancies, which may occur within the bargaining unit. Local 1 agrees to assist in the development of viable recruitment procedures, including the use of MEA resources, upon request of the Board.
  - 3. Transfers - The Board shall have the right to make transfers which are necessary to achieve or maintain racial balance within schools. Such transfers shall be implemented in accordance with procedures outlined in Section VIII of the Agreement.

4. Promotion - The Board shall have the right to utilize an affirmative action plan in its promotion policies in order to reflect the ethnic make-up and gender of the student population in the composition of the district's administrative staff. Such promotions shall follow the procedures outlined in Section VIII of the Agreement.

### SECTION III -- ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board, as duly elected body exercising governmental powers under the laws of the State of Michigan, undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall, upon proper application and/or approval, be permitted to hold meetings in school facilities. Such use shall be free of charge, provided no additional custodial service cost is involved for the school district. The Association agrees that all of its Association activities will be conducted so as not to interfere with regular classroom teaching duties and their related obligations.
- C. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- D. A bulletin board for the Association's exclusive use shall be provided near the teachers' mailboxes, or in a location mutually agreed upon, in each school building. All notices shall be posted only with the approval of the chief building representative of the Association, or of the designated representative, in an orderly manner, and shall be limited to the official affairs of the Association. Posting of any Association materials shall be limited to said bulletin board.
- E. The Association shall have the right to use, on the school premises, equipment, such as and including typewriters, computers, copy machines and other duplicating equipment, calculators, and all types of audio-visual equipment, at reasonable times when such equipment is not otherwise in use provided prior approval is obtained from the building principal or his/her designee. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for the cost of any repair which may result from any damage to the equipment through such use. The Band Director will be assigned coded keys for buildings and doors for which the employee's job responsibilities require access, on condition that that key(s) not be loaned or given to any other person under any circumstances whatsoever, and not be used inconsistently with the District's building access policy.
- F. The Association, through its official representatives, may use the district mail service and teacher mail boxes for official communications to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.



- G. Duly authorized officials of the Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.
- H. The Board will advise the local Association when there will be consideration at their meetings of new tax programs, or major revisions of educational policy.
- I. Teachers shall be entitled to full rights of citizenship and no political or religious activities, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers. However, no teacher shall use instructional privileges for private gain, or to promote personal, political, or religious activities. The personal and private life of any teacher is not within the appropriate concern or attention of the Board except if it is a detriment to the performance of the teacher's assignment.
- J. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status or handicap.
- K.
  - 1. The Association President shall be provided with up to three (3) hours released time daily to conduct Association business. The Board shall continue to provide all other benefits. The Board agrees to pay for the two (2) hours of release time daily for the Association President. The Association shall reimburse the Board for one (1) hour of daily salary of the president only if the third hour of release time is used. This release time will afford the Association President the opportunity to meet regularly with administration to discuss pertinent school issues and or manage Association business. The Association agrees not to abuse this privilege.
  - 2. The Board agrees to release Association members, without loss of time or pay, for official business. A maximum of forty (40) days can be used in this manner by the Association. Of those forty (40) days, the first thirty-five (35) shall be granted automatically provided the Association gives the Superintendent three (3) school days notice of absence. The remaining five (5) will be granted subject to prior approval by the Superintendent. At no time will more than three (3) people be absent for Association business without the Superintendent's approval.

The Board will meet all costs of the first twenty (20) days absences.  
The Association will pay the substitute costs for all additional days.
- L. In the event a district-wide full day program without students is held, the Association, upon notice to the Superintendent, may use the first hour of that day for Association business meetings.
- M.
  - 1. Each teacher shall have the right to review the contents of his/ her personnel record(s). A representative of the Association may accompany the teacher at this review. All such reviews shall be made in the presence of the Superintendent or his/her designee.

Confidential credentials from universities and professional letters of recommendation that were written before the Federal Rights Act are specifically exempt from such review. The teacher can review those written after the Act unless s/he has waived his/her rights concerning those documents.

2. Prior to placement of any written document in the personnel record(s), a teacher and his/her Association representative, upon request, may have a conference with the appropriate administrator. No material is to be placed in such record without the prior knowledge of the teacher.
3. Each teacher shall receive a copy of any written document to be placed in the personnel record(s) and may reply in writing to any addition to his/her personnel record(s). The teacher's reply will be stapled to the item placed in the personnel record(s).
4. Both the Association and the District understand and agree that the provisions of this section are subject to the Michigan statutes commonly known as the Freedom of Information Act.

The Board agrees that upon receipt of any Freedom of Information Act (FOIA) request for information concerning a bargaining unit member's personnel file, it will immediately send a copy of said request to the involved teacher and the Association President. The teacher and/or Association President shall notify the superintendent 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 the involved teacher or the Association objects to disclosure and it is consistent with the statute, the Board shall apply for the ten (10) day extension of time (if permissible within the rationale in the statute for said extension) for disbursement of said information allowed under FOIA. In the event the Board deems it necessary to disburse said information at the end of the 10-day extension pursuant to FOIA, it shall do so unless the teacher or Association procures a proper court order restraining the Board from disbursing said information.

- N. A teacher shall have the right to have an official of the Association present when s/he may be subject to any discipline. The administrator will provide the Association and the teacher with an opportunity for a meeting before any disciplinary action is taken. The teacher and a union representative will be given advance notification of the meeting.
- O. No teacher shall be disciplined (including verbal or written warnings and reprimands, suspensions, reductions in rank or compensation, discharges or other action of a disciplinary nature) or deprived of a professional advantage without just cause and due process. Any such discipline shall be subject to the grievance procedure of this contract, including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
- P. Any teacher called before the Board on a charge shall have a due process hearing. The teacher and the Association shall have the right to representation to plead his/her case; the teacher shall be informed of this

right. Any evidence not previously recorded in the teacher's personnel record(s) prior to any notification of the demotion, suspension, or involuntary change in employment status shall not be used by the Board or its agent as a basis for its action.

- Q. Any teacher who is given a written reprimand which is to be placed in his/her record(s) shall have the right to appeal that decision to the Superintendent. A teacher shall have the right to write a rebuttal, which shall be stapled to the written reprimand and placed in his/her record(s).
- R. Any written record of a disciplinary measure which is kept in either the building administrator's or the central office file shall be followed up within a period not to exceed thirty (30) days by an administrator's report of the action the teacher has taken to correct the problem for which s/he has been disciplined.
- S. All materials of a negative nature, except transcripts, letters of recommendation and evaluations, shall be expunged from the personnel record(s) after four (4) years. Evaluations shall be expunged after ten (10) years upon request of the individual teacher.
- T. The Board shall not participate in any form of multi-district pre-kindergarten through grade twelve consortiums in order to delegate, transfer, or receive services or functions of the kind and nature currently being provided by the members of the Association's bargaining unit. No Mount Clemens teacher will be displaced and/or laid off due to Mount Clemens students transferring to classes offered by other member districts of that consortium. Mount Clemens shall be the employer of record for all Mount Clemens teachers.

#### SECTION IV -- ASSOCIATION AND TEACHER RESPONSIBILITIES

- A. The Board and the Association pledge themselves to seek to provide full equality of educational opportunity to all pupils.
- B. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not instigate, participate in, encourage or support any strike, as defined by Section VI of Public Act 379 of 1965 of Michigan as amended, against the Board by a teacher or group of teachers.
- C. The Association and the Board agree that the improvement of instruction, and the development and revision of the school program are a joint responsibility of teachers and administrators. Both parties will, therefore, lend their full support to the successful operation of all regularly scheduled professional meetings designed for these purposes.
- D. Attendance at and participation in school parent and/or student activities, within the teacher's building, which do not require preparation time beyond the normal school day is considered by both parties to be a normal responsibility for all teachers. Such responsibility shall not extend beyond attendance and participation, in a professional capacity, at more than two such activities per semester, as coordinated and scheduled by the building principal at the beginning of each semester. A teacher who gives advance notice shall be excused for reasonable cause from attendance at an activity; the principal may reschedule such a teacher for another activity.
- E. It is recognized by both parties that the successful operation of the schools includes responsibilities, which extend beyond the standard teaching duties. Teachers may, therefore, rightfully be expected to assume their fair share of such responsibilities, which fall within the normal hours of service.
- F. The Association recognizes that abuses such as chronic tardiness and absences reflect adversely upon the teaching profession and create an undesirable condition in school buildings. The Association will use their best efforts to discourage breaches of professional behavior by any member of their organization.
- G.
  - 1. Maintaining discipline shall be the responsibility of all certified personnel. To this end, the procedures set forth in the official discipline policy for the school system shall be observed.
  - 2. When a behavior problem exists in a classroom, the teacher will discuss with the student the specifics of that problem. If the problem persists after the student/ teacher conference, the teacher must arrange for a parent/teacher conference and notify the principal in writing. Should the behavior problem continue after the parent/teacher conference, the teacher is to seek assistance from the principal.
  - 3. If the behavior problem is disruptive of the classroom, the student may be sent or taken to the appropriate administrative office. The student shall not be returned to the class until after consultation by the principal with the teacher. Written information regarding the

disruptive behavior is to be sent to the administrator by the end of the school day. Within two (2) days of the student's return to the classroom, the teacher will receive, in writing, the administrator's disposition of the situation with direction or information regarding further action by the teacher and/or administrator.

4. Students removed from any classroom for disciplinary reasons will not be sent by the Building Principal to any other teacher's room, not including counselors, without the receiving teacher's consent.
- H. Teachers shall be expected to exercise care with respect to the safety of pupils and property as required by law.
- I. A District Improvement Team (DIT), and individual building School Improvement Team(s), (SIT), will be established to develop, maintain and update a school improvement plan(s) that improve(s) student achievement, in compliance with best practices and state and federal regulations. The purpose of the DIT is to coordinate alignment of District and building goals. The DIT and the SIT shall be subject to the following provisions:
1. A Curriculum Council shall be established as a subcommittee of the DIT, to review and make recommendations to the DIT on issues involving curriculum and selection of instructional materials referred to the Council by the DIT, the SIT or District Administration. The Council shall not independently develop recommendations.
  2. The DIT shall consist of the principal from each of the District's school buildings, the Chairperson of the SIT from each building, the Superintendent, the Chief Academic Officer, and the Assistant Superintendent for Business Services, or their designees. Each building level SIT shall consist of the Building Principal and six (6) teachers, three of whom shall be appointed by the Principal, and the other three (3) selected by the building Association members. The Curriculum Council shall consist of the Chief Academic Officer, two teachers from each elementary school, (one "upper" elementary and one "lower" elementary with curriculum experience preferred), one teacher from Lincoln Early Childhood Center, two (2) teachers from different disciplines, from both the High School and Junior High School, appointed by the building SIT teams, and building principals.
  3. The DIT may include additional members on the team, such as parents, students, and others in the school community, as may be required.
  4. The Teams provided for herein shall have no authority to alter, amend, modify, or change in any way wages, hours, terms, or conditions of employment established under the collective bargaining agreement.
  5. The DIT shall have the authority to review, approve and modify SIT proposals. In addition, the DIT may develop and submit to the Board of Education recommended changes in the means and methods of delivery of instruction, programming and curriculum within the District, including the review of any assessments not

specifically required by law, as well as textbooks, selection of instructional materials, district level professional development, and any curriculum changes related to any school improvement plans.

6. The SIT shall have the authority to review and recommend in a timely manner to the DIT, changes in the means and methods of delivery of instruction, programming and curriculum within the building, including the review of any assessments not specifically required by law, as well as textbooks, selection of instructional materials, building level professional development, and any curriculum changes related to any school improvement plans. A four (4) member subcommittee of the SIT shall be established, as needed, to review the “highly qualified” status of teachers using portfolio standards of Michigan’s High Objective Uniform Standard of Evaluation. The subcommittee shall utilize a review process meeting state requirements. Two members shall be appointed by the Union President, and two members shall be appointed by the building principal.

SIT recommendations on curriculum and selection of instructional materials will be reviewed by the Curriculum Council prior to review by the DIT.

7. Participation in the activities of the DIT and/or SIT shall be strictly voluntary with all time spent engaged in such activities being compensated, in accordance with Schedule B-1. Participation or non-participation on the DIT or SIT shall not be used as a criterion for evaluation, discipline or discharge.
8. At the end of one year, either party may request additional discussions concerning the operations or activities of the DIT, SIT or Curriculum Council.

## SECTION V--TEACHING CONDITIONS

- A. To assure the purchase of instructional materials, supplies, and equipment which will best meet the needs of teachers and students in the instructional process, and to promote the full utilization of such aids to learning, the Board of Education agrees to give full consideration to the recommendations of staff members in the selection, purchase and building distribution of such instructional media.
- B. The Board agrees to make available adequate typing and duplicating equipment and supplies for each school building. To further relieve teachers of clerical work relating to the instructional process, the Board will provide, within the limitation of funds and personnel time, as much secretarial or clerical assistance for each building as possible.
- C. As a minimum requirement, the Board of Education will make available for teacher use in each building a properly furnished and equipped lounge--work area and a teacher's lavatory. In any new construction resulting in major modification of a building, the standard for the school district will be one (1) lavatory for every fifteen (15) professionals.
- D. Telephone service within school buildings is available to teachers for their professional use. Teachers are not to use the school's business telephone(s) for personal purposes except in emergencies. All long distance telephone calls whether for emergency or professional purposes must be recorded in the principal and/or supervisor's office.
- E. In schools where continuous cafeteria service is not available, a vending machine for beverages and snacks will be installed in the staff lounge, if requested by the teachers of the building, provided that this is economically feasible and that the machine is serviced by the company or a designated staff member. If not inconsistent with the terms of the vendor contract, the teachers of that building shall determine the use of the profits from vending machines in the staff lounge that are serviced by a designated staff member.
- F. The Board of Education will endeavor to provide adequate off street parking facilities for teachers within reasonable distance from the school.
- G.
  - 1. Teachers shall not be required to work under conditions which are deemed unsafe or hazardous by the Association President and Superintendent or their designated representatives or to perform tasks which in the opinion of such representatives endanger their health, safety or well-being. In the event the above conditions prevail, the Superintendent or a designated representative will attempt to provide timely notification.
  - 2. When the physical condition of the classroom impairs the learning environment, the teacher and the principal or the principal's designated representative should jointly decide on a course of action acceptable to both parties.
  - 3. Maintenance and repairs, except in emergency situations, will not be performed by school district personnel in rooms where classes are in session unless the teacher consents.

4. The District will, within one (1) year, develop a policy concerning air quality and temperature in all classrooms.

H. Preparation Time

1. Elementary. The elementary classroom teacher shall have a minimum of 275 duty free minutes preparation time per full week divided into a 55 minute minimum daily blocks. The elementary classroom teacher shall escort his/her students to and from special area class(es) and buses in a manner that will insure his/her full planning time.

Special area and Special Education teachers shall have preparation time equivalent to elementary classroom teachers. If a special area teacher is required to travel to more than one school during the school day, such teacher shall have a 15-minute block of preparation time. It will be the responsibility of the building principal and special area teacher to meet and work out a schedule.

Once a week, only twenty minutes of a teacher's preparation time may be used for grade level planning meetings.

Elementary counselors will have a minimum of 275 minutes of preparation time per full school week, but are not guaranteed 55 minute blocks.

In any extended day program, classroom teachers shall have a minimum of 300 duty free minutes preparation time per full week divided into a 60 minute minimum daily blocks.

2. Junior High School teachers shall have a minimum of 280 duty free minutes of individual preparation time per full week on full days of instruction. This will be divided into a daily minimum of 56-minute blocks.

Team planning activities in all buildings, including the Junior High School and Macomb Elementary, shall be determined in conjunction with other school improvement activities. In order to equitably distribute the impact of district wide school improvement activities on individual planning time, the District may rotate Wednesday classes, or otherwise alter the schedule.

3. High School teachers shall have a minimum of 280 duty free minutes of preparation time per full week on full days of instruction. This will be divided into a daily minimum of 56-minute blocks.
4. Secondary counselors and librarians will have a minimum of 280 minutes preparation time per full school week, but are not guaranteed 56-minute blocks.

- I. All teachers are required to make lesson plans for a week in advance. The lesson plans are to be available at the teaching station for the use of substitutes and for inspection by administrative personnel. They should be detailed enough to permit class work to be carried on without interruption and



include the expected objective (outcome) and activities/resources. Teachers will have their lesson plans prepared and provide a copy to their building administrator on Monday.

J. Emergency Substituting Assignments

1. At the beginning of each semester the principals shall prepare a list to be known as the “building substitute list”. The list shall contain the names of teachers who advise the Principal in writing, that they are willing to substitute during their planning time. Compensation for the first hour of substitute service during a teacher’s planning time in a single day shall be at the teacher’s regular hourly rate, and at the rate established by Section (V),(j)(4) for subsequent hours. These staff members shall be asked first in cases where a 150-day permitted substitute is not available
2. The principals shall also prepare a list to be known as the “emergency substitute list”. The list shall contain the names of all certified staff who may be assigned to provide substitute services in the absence of a 150-day permitted substitute, or a building substitute, with compensation as provided in paragraph (1) one. This list shall include all professional staff not assigned to classroom teaching duties, including teacher consultants, counselors, therapists, physical therapists, and all other professional staff not having a classroom assignment, including teachers during their planning period, and all administrative staff. The personnel on the emergency substitute list shall be used only when a regular substitute, or a building substitute, cannot be obtained.
3. Non-certified district employees will not be used to provide substitute instructional services. If a 150-day permitted substitute, a “building substitute”, or an “emergency substitute” is not available non-certified staff may be assigned to monitor classrooms.
4. When it is necessary to use Association members to substitute, subsequent hours shall be compensated at \$15.00 per hour up to a maximum per day equal to the substitute rate. Emergency substitutes who are used for a full day shall also receive contractually guaranteed planning time.
5. The emergency substitute list will be used on a revolving basis. Each person will substitute an equal number of hours (relative to their available hours) and will not be called again to substitute until all other members on the list have been used. It is expressly understood that building administrators shall not be assigned as emergency substitutes outside of their buildings.
6. The Association shall receive a monthly report updating the usage of the emergency substitute list.

- K. The teacher agrees to observe all regulations relating to the notification of absence and the need for substitute service. Directions and information regarding notification of absence and return will be provided each teacher at commencement of work for the year.

L. The Board agrees to provide an answering service to be used by teachers to report absences and request a substitute teacher.

(a.) Notification of anticipated absences for all reasons which are known to the employee at least one day in advance will be made to the answering service by the employee at least one (1) day prior to the absence.

(b.) Notification of anticipated absences for all reasons which are known to the employee less than one day in advance, but more than one hour prior to the employee's normal reporting time, such as becoming ill during the night, will be made to the answering service by the employee at least one (1) hour prior to the employee's normal reporting time.

(c.) Emergency absences due to unforeseen situations which occur within one hour of the employee's normal reporting time, such as being involved in an accident on the way to school shall be reported to the answering service, and also to the appropriate building principal, to permit emergency substitute coverage on a timely basis. Notice under the circumstances of this paragraph must be given directly to the building administrator so that emergency coverage can be arranged, as well as to the call-in service so that all day coverage can be arranged.

If a teacher reports that s/he will be absent on a specific single day, or consecutive day period of time, it shall be assumed that the teacher will return to work on the next work day following the last day(s) of reported absence and no formal prior notice of return to work will be required, other than the leave report form. As an example, if a teacher calls in an absence for Tuesday, it will be assumed that the teacher will return to work on Wednesday, and it will not be necessary for the teacher to give other prior notice. Arrangements for substitutes will, except in emergency situations, be made by the substitute call-in service and not building staff.

If the teacher reports absence for any indefinite period of time, or is absent for five (5) or more consecutive work days, then s/he must inform the substitute call-in service at least one day in advance of the date of return to work. Failure to properly report absence and/or return will result in loss of one half day's pay, and may also result in appropriate disciplinary action, where there is just cause to do so.

M. The administration of all make-up standardized tests shall take place during the teacher's regular school hours and in no case shall the teacher be required to use his/her release or planning time for this purpose.

N. 1. The Board and the Association agree to provide new teachers orientation relating to the community, school system procedures, administrative policies and the availability of educational resources and facilities. Three (3) periods of one (1) hour and thirty (30) minutes each will be available during the school year, after the regular hours of service, for the purpose of such orientation.

2. a. There shall be a mentor teacher assigned by the building principal to each new teacher. The mentor teacher shall be a member of the Bargaining Unit and paid according to the B-1 schedule.
  - (1) The purpose of the mentor teacher is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
  - (2) The mentor teacher shall be a tenured member of the Bargaining Unit.
  - (3) Volunteers for mentor teacher positions will be given first priority for assignments.
  - (4) The administration shall discuss with the Association when a mentor teacher is matched with a mentee teacher.
  - (5) Every effort will be made to match mentor teachers with mentee teachers who work in the same building and have the same area of certification.
  - (6) A mentee teacher shall be assigned to only one (1) mentor teacher.
  - (7) The mentor teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years.
  - (8) The Building Administrator, the mentee and the mentor teacher may mutually agree to a change in assignment.
- b. Because the purpose of the mentor teacher /mentee program is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee teacher. Except in cases of misconduct, neither the mentor teacher nor the mentee teacher shall be permitted to participate in any matter related to the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher.
- c. Upon request, the Administration shall make available reasonable release time of at least one half day per marking period so the mentor teacher may work with the new teacher in his/her assignment during the regular work day. Where possible, the mentor teacher and new teacher shall be assigned common preparation time. Release time may be provided to the mentor teacher or mentee at the discretion of the Building Principal.

- d. Professional development training required by law or regulation may occur during the regular workday and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher.
  - e. The mentor teacher should be a tenure teacher appointed from the area to which the probationary teacher is assigned. The responsibility of the mentor teacher begins within five (5) days of the probationary new teacher's date of commencing service.
- O. Recognizing the increased responsibility placed upon the regular classroom teacher by integrated special education students, the Board and Association agree to the following:
- 1. Regular classroom and special area teachers shall have the right to attend Individual Educational Planning Committee Conferences if such teachers would be affected by the outcome of such conferences. Attendance by the teachers is voluntary.
  - 2. Upon request the regular classroom teachers shall receive:
    - a. Assistance with strategies necessary for maintaining special education students in regular education classes;
    - b. In-service education on mainstreaming;
    - c. Instructional materials developed for use with mainstreamed special education students to be maintained with the appropriate special education personnel.

## SECTION VI -- TEACHING HOURS

A. Notwithstanding any other provision of this agreement, secondary teachers will teach six periods per day and receive one period of individual planning time, which shall be provided in daily blocks of a minimum of fifty-six minutes as reflected in the contract.

Individual class sizes will be capped at 25.

Compensation for overages will be as reflected in the contract except that it will be in effect after ten (10) school days instead of twenty (20).

The daily maximum of 150 students will not be exceeded by any teacher, except that classes in music, band and physical education will be governed by the daily maximums provided for in the agreement.

The teacher's normal hours of service on school property shall be as follows:

1. Elementary Schools
  - a. Teachers shall report 10 minutes before the official start of school in the morning and may leave 10 minutes after students are released. Students will not be allowed in the classroom until 5 minutes before the official student starting time.
  - b. Building administrators may schedule a maximum of five teachers in the morning and afternoon for weekly bus supervision on a rotating basis during their contractual day.
  - c. The normal hours of service shall be twenty (20) minutes longer than the students' instructional day including the thirty (30) minute duty free uninterrupted lunch period and the daily preparation period.
  - d. Classes for the morning session shall begin no later than 9:15 a.m.
  - e. Whenever possible developmental kindergarten teachers, having two sessions of developmental kindergarten or one session each of developmental kindergarten and kindergarten, will be assigned to one building.
2. Junior High School
  - a. Teachers shall be at their assigned place of duty, as determined by the principal, ten (10) minutes prior to the opening of the morning session and may leave 10 minutes after students are released.
  - b. The Junior High school teacher's day will be twenty (20) minutes longer than the students' instructional day including the thirty-minute duty free uninterrupted lunch period and a preparation period. The normal daily load for teachers shall consist of six individual periods of instruction per day for six individual groups of students per week. Sustained Silent Reading (SSR) will be contained in regular class periods. The daily individual preparation period will be at least fifty-six (56)

minutes in length. Modifications may be made by mutual agreement of the representatives of the Association and the Board of Education.

- c. Classes for the morning session shall begin no later than 8:30 a.m.

3. Senior High School

- a. Teachers will be at their assigned place of duty, as determined by the principal, ten (10) minutes prior to the opening of the morning session and may leave 10 minutes after students are released.
- b. The high school teacher's day will be twenty minutes longer than the student's instructional day including the thirty minute duty free uninterrupted lunch period and preparation period. The normal daily load for teachers shall consist of six individual periods of instruction per day for six individual groups of students per week. Sustained Silent Reading (SSR) will be contained in regular class periods. The daily preparation period will be at least fifty-six (56) minutes in length. Modifications may be made by mutual agreement of the representatives of the Association and the Board of Education.

4. Extended Day School

- a. Teachers shall report 10 minutes before the official start of school in the morning and may leave 10 minutes after students are released. Students will not be allowed in the classroom until 5 minutes before the official student starting time.
- b. Building administrators may schedule a maximum of five teachers in the morning and afternoon for weekly bus supervision on a rotating basis during their contractual day.
- c. The normal hours of service shall be twenty (20) minutes longer than the students' instructional day including the thirty (30) minute duty free uninterrupted lunch and the daily preparation period.
- d. Classes for the morning session shall begin no later than 8:30 a.m.
- e. Whenever possible developmental kindergarten teachers, having two sessions of developmental kindergarten or one session each of developmental kindergarten and kindergarten, will be assigned to one building.

5. Traveling Teachers

- a. The normal hours of service for a teacher who is on a special program which requires that s/he work in two or more school buildings shall be twenty minutes longer than the students'

instructional day inclusive of the travel time and the thirty minute duty free uninterrupted lunch period and daily preparation period. The student instructional day will be the length at the predominate level of assignment.

- b. Such teachers shall be provided a reasonable amount of time for the opening and closing of classrooms and for travel between buildings.
6. Special Education Teachers
- a. The normal hours of service for special education teachers are the same as teachers at their assigned building.
  - b. Within the teacher's day, provision must be made to provide proper instruction hours for students as required by the State.
7. Part-time teachers will be at an assigned place of duty as determined by the principal. Part-time teachers will have planning time in the amount determined by prorating twelve (12) minutes per secondary instructional periods taught, or per hour taught in the elementary.

Any non-contractual time that falls within the contract day (such as planning period not scheduled at the beginning or end of a teacher's day) will be fully compensated. Any assignment or required meeting beyond the contract day shall be compensated.

Part-time teachers shall be paid at the non-teaching hourly rate when requested by the administration to participate in school related activities which do not fall within his/her regular assignment, and which are not reimbursed under schedule B-1.

- B. There shall be a duty free uninterrupted 30 minute lunch period for all teachers.
- C. Elementary physical education, music, library and art teachers shall have up to four meetings per year for area development and planning
- D. Two (2) one-half (1/2) days of release time for elementary and Junior High school records shall be staggered after May 20. Two (2) additional one half (1/2) days release time for records, also to fall after May 20, shall be granted teachers of any kindergarten/DK class(es).

Double report card and conference days shall also be granted for teacher of two sessions of kindergarten/DK classes.

It is understood that if a parent cannot attend a regularly scheduled parent-teacher conference, that upon request of a parent, a teacher will schedule a meeting with said parent(s) at a mutually convenient time and manner.

SECTION VII -- TEACHING LOADS

A. The parties mutually recognize the importance of limiting class size and/or student load to the lowest number which is consistent with sound educational practice, and they further recognize that the accomplishment of this objective is dependent upon the number of classrooms available, the financial ability of the school district to employ the required number of teachers, the availability of competent teaching personnel, and fluctuations of student population in the district.

1. To further these objectives, the Board agrees, whenever possible, that the class size shall not exceed the following maximums. The size of a given class may exceed the stated maximum if the teacher is compensated in accordance with the contract and
  - a. the number of students in the class does not then exceed the number of student stations ordinarily in that classroom, and
  - b. the same class is not offered at the same time in another room to fewer students than the stated class maximum.

Elementary Class Maximum Daily Maximum Aide

Kindergarten (half day)	30	60	see para 2 and 3
Kindergarten (full day)**	30	30	see para 2 and 3
First grade	28	28	see paragraph 3
Second grade	29	29	see paragraph 3
Third grade	29	29	0
Fourth-sixth grade	30	30	0

\*\*Kindergarten (full day) Daily Maximum effective if funding is available.

(2.) The class maximum for a kindergarten session shall be 30. Effective as of the first day of the second semester following ratification of this agreement, every kindergarten session exceeding 30 shall be assigned one (1) full time aide. For purposes of this agreement, the traditional one-half day of kindergarten shall be considered one session. Whenever possible, teachers of full day kindergarten will be assigned the same aide for both kindergarten sessions.

(3.) A teacher aide will be assigned for a period of two (2) hours per day to kindergarten classroom teachers where the class size exceeds twenty five students in the kindergarten, and to first and second grade classroom teachers, where the class size exceeds twenty five students in the first grade classes, and twenty-seven (27) students in the second grade. In the case of half day kindergarten classes, a teacher aide will be assigned for a period of one and one-half (1.5) hours per session where the session class size exceed twenty-five students.

2. Junior High School Class Maximum Daily Maximum



Seventh-Eighth grade	25	150
With the following exceptions:		
Band	45	200
Physical Education	45	200
Vocal Performance - (Ensemble/Music)	45	200

3. High School Class Maximum Daily Maximum

Social Studies	25	150
Science	25	150
Language	25	150
Business	25	150
Industrial Technology	25	150
Drafting	25	150
Life Management Skills	25	150
Music (Vocal Performance)	45	200
Music (Instrumental)	45	200
Physical Education	45	200
Health	25	150
Art	25	150
Planetarium	25	150
English with these exceptions:	25	150
AP English	25	150
Journalism	25	150
Yearbook	25	150
College Writing	25	150
Mathematics	25	150

Student aides and student laboratory assistants shall not be counted toward class size or daily maxima.

4. Special Education  
Special Education caseloads should comply with the current federal/state guidelines, including any countywide waivers.
5. Preschool  
Preschool class sizes shall not exceed a pupil teacher ratio of 1–24.
6. Remedial Education  
  
Class size shall not exceed the pupil-teacher ratio as provided by the State Department of Education.
7. To insure an equitable distribution of special education students in regular education classes, the building principal will take steps to assign an equal number of special education students to all classes affected.
8. When conformity to class size limitation in A, 1, a and b above would force the Board to change attendance area boundaries, or bus, or send students to schools outside their attendance area, the Association and Board shall meet to explore mutually agreeable solutions to the problem(s).

9. The Association will be informed by the administration when a class exceeds the contractual maximum. The administration shall have twenty (20) school days to resolve the situation with the Association
10. In the case of the following personnel, the daily student load shall not exceed the following maximum:

Elementary	Maximum
Physical Education	270
Vocal Music	270
Art	270

11. In the case of secondary Counselors (6-12) the student load shall not exceed the maximum determined through the use of the following formula:

$$\frac{X}{350} + \frac{Y}{400} \leq 1$$

Where;

X = number of HS students assigned

Y = number of MS students assigned

12. In the event that class size or special education caseload maxima can not be met as described above, the affected teacher(s) including special area will be compensated using the following formula; Daily per pupil compensation =

$$\frac{\text{Teacher's annual base salary} \times \# \text{ periods of pupil overage}}{6 \times \text{yearly instructional days} \times \text{class contract limit}}$$

Eligibility for compensation does not begin until after the twentieth day in each semester (Unless the class remains the same throughout the year. In that event, there is no twenty-day period in the second semester.)

This formula is applicable for one (1) pupil over in each period. For the second pupil overage, the formula will be applied and multiplied by 1.5 (150% of formula amount). For the third pupil, and each subsequent pupil, the following formula will apply for those pupils beyond the first two (2):

$$\frac{\text{Teacher's annual base salary} \times \# \text{ of periods of pupil overage}}{\text{Yearly instructional days} \times (\text{class contact limit} \text{ minus number of students over})}$$

- B. Whenever a split class is created, the principal, after consultation with the teacher(s) involved, will attempt to assign the students so that the pupil-teacher ratio in the split class is reduced. Whenever possible, inexperienced teachers will not be assigned to split classes. Efforts will be made to keep the number of split classes as low as possible. No more than two grade levels will be assigned to any split class.
- C. Inclusion is recognized as an educationally sound principle and shall be encouraged. Inclusion shall be defined as a special education teacher and professional aide who lend support to the students in the regular education

classroom in areas where there are students identified as having difficulty as designated by their individual educational plan.

The parties recognize that children having special physical, mental, or emotional problems, as defined by rules 340.1701 to 340.1715 inclusive, may require specialized classroom experiences. In the event that such a child is to be placed in a regular classroom, the following provisions shall be made:

1. The child will be placed in the regular classroom upon the teacher's full knowledge and understanding of the child's handicap.
  2. The teacher will be supplied with adequate materials, specialized equipment and consultant services needed for proper education of the child possessing a handicap, as determined by the Individual Education Planning Committee.
  3. Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education setting, shall be invited, in writing, to participate in the Individual Education Planning Committee which may initially place (or continue the placement of) the student in a regular education classroom. At least one of the student's regular education teachers shall attend the IEPC. If it is otherwise impossible for at least one regular education teacher to attend the IEPC, a substitute should be provided.
  4. Every effort will be made to equalize the number of such students in a regular classroom designated for inclusion.
- D. The parties acknowledge the numerous mutual benefits of participating in accredited student teaching programs. Accordingly, the District may place student teachers from any accredited university or college, including the Michigan State University Intern Program, with any tenured teacher who volunteers to accept a student teacher. For purposes of this section, the term "student teacher" includes "pre-student teachers".

The District will request that the university or college provide the District with their specific student teacher field placement program requirements, and student teacher assignments shall be completed in compliance with those requirements. Volunteer supervising teachers may assign student teachers to perform those duties required by the University's field placement program, and those duties which are customarily performed by a classroom teacher, including supervised teaching, performing assessments, tutoring students, and other normal ancillary classroom duties not inconsistent with University requirements.

Qualified teachers may volunteer to accept a student teacher. The Personnel Department will prepare and maintain a list of all teachers who have volunteered. The list will be maintained in the same order that the notifications are received, subject to certification and qualification, i.e. teachers certified to teach high school English will be placed on one list; all district teachers who have elementary certification will be placed on another list, and so on. The District will rotate requests for placement of student teachers, in the same order that such requests are received, to teachers on the list. Teachers who decline to accept an available student teacher in the agreed upon order will be removed from the list. The District may place

as many student teachers as there are volunteers willing to accept an assignment. The District may discontinue this program in the event there are insufficient numbers of volunteers, or if excessive numbers of teachers on the volunteer list, decline offered assignments.

- E. Teachers who supervise para-professionals shall have written input in the employee's evaluation. The responsibility of evaluating personnel lies with the administrator.
- F. Teachers may select job sharing, by application to the Personnel Office and upon approval of the administration.
  - 1. These teachers are to receive full rights and protection as stated in the Master Agreement. Salaries and other benefits will be prorated based upon a proportion of time worked to a full teaching day. Job sharing teachers and the principal shall establish in writing the relative responsibilities for attending contractual building meetings and parent teacher conferences.
  - 2. Effective date of ratification and for purposes of layoff only, a job-sharing teacher who meets the contract commitment in the job shared position shall receive one month's seniority for each month worked.
  - 3. The job-sharing teachers will receive credit on the salary schedule of one half step.
  - 4. The position must be applied for by March 1 each year for the following school year.
- G. The administration will provide Board approved training for regular education teachers receiving handicapped students and all teachers having to serve medically fragile students. When the school district receives a medically fragile student who requires extraordinary care, representatives of the Board and the Association shall meet to establish an appropriate plan for medical concerns.
- H. Whenever possible participation in team teaching by the employee will be voluntary. Whether or not a teacher volunteers for service in a team teaching situation shall not be used as a criterion for evaluation, discipline or discharge. However, once a teacher is involved in a team teaching situation, their performance may be evaluated pursuant to Article XVII. Planning time and professional development time will be provided.
- I. The high school and Junior High school counselors' contract year will include three (3) workdays in the week prior to the opening of school. Teachers will be notified of their work schedule for these days two (2) weeks prior to the date of the assignment.

Compensation will be at the contractual rate in effect for the school calendar year following the extra week. This pay will be in addition to the teacher's regular contractual pay.

Administration requests for additional workdays added to the school year will be compensated at the counselors' daily contractual rate.

## SECTION VIII -- VACANCIES, ASSIGNMENTS AND PROMOTIONS

### A. DEFINITIONS

**Vacancy:** Is defined as any unoccupied bargaining unit position including any new positions which are unoccupied for any reasons including leave of absence, resignation, retirement, or, an active administrative position unoccupied for similar reason. A vacancy is declared by the Superintendent if the unoccupied position is available to be filled by a contracted employee.

**Promotion:** Assignment of an employee to an administrative position.

**Voluntary Transfer:** Change of building placement of an employee within the bargaining unit to a position on the same pay schedule at the request of the employee.

**Involuntary Transfer:** Change of building placement of an employee within the bargaining unit to a position on the same pay schedule at the direction of the school administration.

**Assignment:** The schedule and/or grade level(s) assigned within the same building(s) to a member of the bargaining unit. Secondary Complex will be considered as one building.

**Displaced Teacher:** A teacher who is unable to be placed on his/her building schedule for the ensuing school year.

1. **Seniority:** In the event the length of service of two or more members is identical, the date and time the signed contract is received by the Personnel Department shall determine their seniority, If the exact time is unknown, seniority may be determined by adding the digits in the employee's social security number, and the highest sum will determine seniority. (see also, XXI, J).

2. Effective school year 2008-09 and thereafter, seniority for Mount Clemens teachers will be measured in days instead of months. The months of seniority for those already on the list will be converted to days using the following formula: 1 month = 18 days. (example: 10 months on the list will be converted to 180 days, 29 months on the list will be converted to 522 days). After the initial conversion of the list, the actual number of teacher days in a given year will be used. From that point on, seniority will not accrue for any unpaid days taken by the teacher. Any change in accrual will be reflected on the seniority list each year. Adjustments to the seniority list will be made on an annual basis by March 1 of each school year.

3. The initial conversion of the seniority list from months to days will be done collaboratively by the Administration and Association as soon as possible after agreement on this provision has been reached.

**Examples:** There are 182 teacher days in a year. Teacher A takes 15 days unpaid leave in a school year. She/He would lose 15 days of seniority for that year and so would accrue 167 days seniority. Teacher B takes 0 days unpaid leave. She/he would not lose seniority for that year and would accrue 182 days. Teacher C takes 35 days unpaid FMLA leave. She/he would lose 35 days of seniority and so would accrue 147 days for that school year.

4. The only unpaid days that will not result in loss of seniority are those that result from administrative discipline (suspension).
5. Seniority will continue to accrue for all paid leaves of absence. It will be the employee's responsibility to properly and timely report absences and indicate whether paid leave or unpaid leave is requested.
6. Implementation of this proposal will not result in any increased costs to the school district.

## B. PROMOTION

The Board declares its support of a policy of promotions from within its own teaching staff. In order to affect such a policy, the following procedure shall be followed in filling any administrative vacancy or administrative new position:

1. Known administrative vacancies or new positions for the current or following year shall be posted in each building, on the District web-site, and with the Association for at least ten (10) calendar days during the current year. During the summer recess, such notices will be posted with the Association, posted on the district web site, and sent to individuals expressing an interest in such position as in 5, below.
2. In an emergency, a position may be filled temporarily during the posted period and through the selection process.
3. The position announcement shall list the qualifications, including specifics, needed to fill the position.
4. In filling such positions, the Board will give due weight to professional background, experience, qualifications as posted, and length of service to the district.
5. A teacher who has an interest in a position, which may be created or become vacant during the summer, shall notify the Superintendent in writing of his/her interest. Such notification must be renewed yearly.
  - a. Should such a position be available, the Board shall immediately notify, in writing, those teachers who have expressed an interest.
  - b. Interested teachers so notified when making application for a position must follow outlined procedures as posted for the position within the posting period.
6. Written applications for administrative positions shall be acknowledged in writing. Following disposition, unaccepted applicants shall be notified in writing of said disposition with reasons for his/her non-acceptance to the position.

## C. VACANCY

The filling of non-administrative vacancies covered under this Agreement shall be governed by the following:

1. Prior to May 15 of each school year, anticipated vacancies for the ensuing school year shall be posted. At the expiration of the posting period, the vacancies and any resulting vacancies will be filled by currently assigned teachers who have applied for the vacancies, displaced teachers and teachers on layoff, based upon the most senior teacher having the first choice. If there is no vacancy available for a displaced teacher or teacher on layoff, the administration will make the necessary transfers to facilitate maximum employment. This process shall not be applicable for vacancies that occur after the first semester of any school year until the end of that year.
2. After consultation with the building principal(s), the Superintendent or his/her designee shall issue a posting for vacancies. It is expressly understood that a vacancy does not have to be posted if such assignment is necessary to fill one period of a teacher's complete schedule during the current school year. If said assignment is to be continued for the ensuing school year, it shall be posted. Extra-pay assignments of less than 20 hours, which extend beyond the school day or school year, are not required to be posted. Furthermore, an extra-pay assignment, which is a logical extension of a teacher's regular full-time assignment, regardless of the number of hours involved, is not required to be posted. It is understood that lunchroom duty and hall supervision shall not be posted. Summer school and supplemental service assignments shall be posted for eligible employees.
  - a. Teaching vacancies or new positions for the current or following year shall be posted in each building, with Local I, and on the District web site for at least ten (10) school days prior to the application deadline. During the summer recess, a hot line will be established for association members to call (the number will be given to each member with their first paycheck in June).
  - b. Such postings shall contain qualifications, subject(s) and/or grade assignments, and, where needed, a job description.
  - c. Requests by a teacher to fill such a position shall be in writing.
  - d. Such positions shall be filled on the basis of the qualifications as posted. The position, as posted, will be awarded to the eligible employee who is qualified and where two or more employees are relatively equal, seniority in the district shall prevail, subject to Section II, C, 4.
  - e. The Board, when hiring personnel for bargaining unit positions, shall give preference to certified teachers on lay off from other school districts where MEA-NEA Local I is the bargaining agent, if Local I applicant(s) have qualifications equal to or better than those of other applicants, as contained in the posting and determined by the Board. Mount Clemens teachers on lay-off and eligible for recall who are certified and



qualified for the position shall be recalled before implementing the provisions of this article.

This article shall be subordinate to and subject to the affirmative action provisions of this agreement.

- f. Following the opening of school, posting is not required for vacancies created to facilitate maximum employment as related to Displaced Teachers.
3. Before teaching position vacancies are filled through involuntary transfer, the vacancy shall be posted for voluntary transfer as in paragraph C, 2, above.
    - a. Involuntary transfer will be made only after consultation with the individual(s) involved.
    - b. Such positions shall be filled on the basis of the qualifications as posted. The position, as posted, will be awarded to the eligible employee who is qualified and where two or more employees are relatively equal, seniority in the district shall prevail subject to Section II, C, 4.
    - c. A person involved in involuntary transfer shall be made aware of all other vacancies or new positions available at that time.
    - d. Notification will be in writing via certified U.S. mail. Notification will be at least five (5) business days prior to the transfer. There will be no "drop in" notification.
    - e. If transfer is prior to the start of school a minimum of one day training session with the person currently in the position (or a similar position) shall be provided. The Board will provide for substitutes.
    - f. Upon written request, persons notified after the start of school will be given three (3) release days to prepare for transfer. Preparation time will be under the supervision of the building administrator. The "one day" training noted in VIII, C. 3, e., shall occur, but is not included in the three (3) days.
    - g. Teachers involuntarily transferred or displaced due to declined enrollment or budgetary constraints, shall be given first consideration in returning to the situation from which they were transferred or displaced, provided that they notify the Director of Personnel during the posting period for such a vacancy.
      - (1) If the Board initiates a transfer it shall transfer the lowest seniority teacher who meets the certification requirements and qualifications. Transfers will be made to facilitate maximum employment pursuant to lay-off and recall procedures of the Collective Bargaining Agreement and Section II, C, 3.

(2) If no open position for which a Displaced Teacher is certified and qualified exists, the following process will be used:

(a). if the Displaced Teacher is the least senior teacher in the District, the teacher is subject to lay-off;

(b). if the least senior teacher in the District holds a position for which the Displaced Teacher is certified and qualified, the Displaced Teacher will be offered the position.

(I) if the Displaced Teacher accepts the position, the least senior teacher is subject to lay-off;

(II) if the Displaced Teacher does not accept the position, the Displaced Teacher is subject to lay-off

h. Teachers involuntarily transferred within five (5) calendar days prior to the opening of school shall be granted, on request, up to six (6) hours at the non-teaching hourly rate as preparation time.

4. In the event the Board of Education decides to close a school, the Superintendent and/or his/her designee shall meet with the Association within five (5) school days after the decision to close a school has been made, at which time the details of the school closing will be discussed. Such discussion shall include:

a. The name of the school(s) to be closed.

b. The name of the school(s) to receive the reassigned students.

c. The number of classroom teaching assignments in the receiving school(s).

d. The establishment of a timeline to facilitate the transfer of teachers to the receiving school(s). It is understood that such timeline shall include the completion of the transfer procedure.

(1) Teachers subject to involuntary transfer due to the closing of their school will be afforded the opportunity to be assigned before any other transfers move to the school(s) where students from the closed school(s) have been reassigned as long as there are sufficient positions available at the receiving school(s).

(2) If the students are being reassigned to more than one building, the teachers at the closed school(s) will be able to state a preference for the building to which they wish to be transferred, provided:

(a) A racial imbalance is not created

- (b) There is a vacancy for which the teacher is certified and qualified.
  - (c) Placement will allow retention of the most senior employees.
- D. A teacher interested in transfer to any vacancy, potential vacancy, or new position shall submit a letter of request to the Superintendent. Such requests must be renewed yearly.
- E. File of all transfer requests will be maintained in the personnel office.
- F. In filling assignments for Adult Education, Driver Education, and Summer School, the Board agrees to post all such positions in each school building, and on the district web-site, and to give due weight to the professional background and qualifications of all applicants, including the length of time each has been in the school district. To be considered for such an assignment, interested teachers must have written applications on file with the Superintendent of Schools within ten (10) days after posting of the positions. The Board maintains the right to employ the person whom, in the Board's opinion, is the best-qualified person subject to section XXI, (H) The teaching staff of the Mount Clemens Community Schools will be given preference in the filling of teaching assignments. In the event of an emergency the Board will retain the right to appoint an instructor without posting.
- G. Non-teaching positions as listed in this Agreement shall be posted for ten (10) calendar days.
  - 1. In an emergency a position may be filled temporarily during the posting period.
  - 2. Positions which may be filled by teaching staff from other buildings than where the job is, must be posted in all buildings, on the district web-site, and with Local 1. Such positions shall be filled on the basis of the qualifications as posted. The position, as posted, will be awarded to the eligible employee who is qualified and where two or more employees are relatively equal, seniority in the district shall prevail.
  - 3. Postings shall contain a brief job description.
  - 4. If there are no bargaining unit applicants within the ten (10) day posting period, the position or vacancy may be filled for the duration of the school year. At the end of the school year the position will be posted.
- H. In a year when teachers are laid off, the Board will consider the effect of the adoption of any new programs on lay-offs.
- I. Since pupils are entitled to be taught by teachers who are working within the area of their competence, teachers will be assigned within the scope of their certificates and qualifications. Persons with temporary certificates and/or permits will be employed as teachers only if provisional or permanent, or professional education certified personnel are not available.

- J. It is recognized by both parties to this Agreement that the assignment of teachers is the responsibility of the administrative officers of the school district. Teachers who will be affected by a change in assignment for the coming school year will be consulted and notified prior to the last student day of any necessary changes which are known prior to that date. It is recognized that there may be the necessity for changes during the period between the last student day and the beginning of the school year and that the Board of Education reserves the right to make such changes. A change in assignment made within five calendar days prior to the opening of school (first day students attend class) or thereafter will include the following:
1. Upon request, those teachers who have a change in assignment during the five calendar days preceding the opening of school will be given up to six (6) hours of preparation time at the non-teaching rate.
  2. Teachers who have a change in assignment after the opening of school will be notified in writing (5) school days prior to the effective date of the change. Upon written request:
    - a. Teachers who are given a change in more than half of their assignment will be given up to three (3) released days to prepare for the change.
    - b. Teachers who are given a change in less than half of their assignment will be given one released day to prepare for the change.
  3. Release time will be scheduled by the building administrator(s).
- K. Every effort will be made in the assignment at the high school of newly employed, inexperienced teachers to keep preparations to no more than two (2) per semester. New teachers will not have more than four (4) preparations per semester unless mutually agreed upon between the teacher and administration.
- L. The Board may employ non-bargaining unit members as audio-visual technician(s) and in-house student suspension room supervisor(s). If a qualified bargaining unit member applies for the student suspension room supervisor position, that person shall be given preference.

## SECTION IX -- MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

- A. All teachers in the bargaining unit, as a condition of continued employment shall on or before the thirtieth (30th) day following the beginning of the school year, beginning of their employment or the execution of this Master Agreement, whichever is later, either:
  - 1. Become members of the Association, or
  - 2. Pay to the Association a service fee, pursuant to Section 10 (1) (C) and (2) of the Public Employment Relations Act, equivalent to the amount of dues and assessments uniformly required of members of the Association including local, state and national dues.
- B.
  - 1. Each teacher who does not tender his/her dues and assessments or service fees directly to the Association shall authorize payroll deduction for such dues/assessments or service fees.
  - 2. Such deductions shall be scheduled with the payroll office on the authorization form as provided by the Association.
  - 3. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and By-laws. Pursuant to such authorization, the employer shall deduct such dues, assessments, and/or contributions from the regular salary check of each bargaining unit member for seven (7) successive installment in such amount as is certified in writing to the District by the Association, beginning with the second check of each year, or at such other increments as may be authorized by employee payroll deduction forms.
  - 4. The Board agrees to promptly remit to the Association all monies deducted on its behalf, accompanied by a list of teachers from whom the deductions have been made within five (5) days after each deduction.
- C.
  - 1. In the event that a teacher shall not pay such dues or service fees directly to the Association or authorize payment through payroll deduction, as herein provided, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just cause for discharge from employment.
  - 2. In all cases where the Association requests discharge for violation of this article, the Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. If the employee

in question denies that he or she has failed to pay the service fee, then he or she may request, and shall receive a hearing before the Board of Education limited to the question of whether he or she has failed to pay the service fee.

- D. Pursuant to *Abood v. Detroit Federation of Teachers*, 431 US 209.240 (1977), the Association established a procedure set forth in the "Policy Regarding Objections to Political Ideological Expenditures". If any person paying service fees hereunder objects to the expenditure by the Association (including MEA or NEA) or any funds collected from him/her pursuant to this article, such person may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- E. The parties agree that the following statement will be placed on new individual contracts:
- "This contract is subject to a collective labor agreement heretofore and hereafter negotiated by the Board and the exclusive bargaining representative of teachers and other employees who are members of the teachers bargaining unit employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Section IX."
- F. The parties agree that in the event any claim, demand or legal action is made or brought against the Board of Education as a result of its enforcement of the provisions of Section IX, that the Association will adjust said claim or defend any such action or claim brought against the Board with legal counsel of its choice. Furthermore the Association agrees to indemnify and hold harmless the Board for any damages, settlements, or actual attorney fees incurred by the Board for legal counsel provided above, as a result of such claim, demand or legal action. The Board agrees to give timely notice of any such claim to the Association and to give full and complete cooperation to the Association and its counsel in the adjustment of said claim and/or in defense of any legal action.
- G. If there are at least twelve individuals who have signed up, the Board shall make payroll deduction upon written authorization from teachers for Board approved annuities, Macomb County School Employees Credit Union, United States Savings Bonds, United Fund, MEA Financial Services, or any other plans or programs jointly approved by the Association and the Board.
- H. By the fourth Friday of the school year or within thirty (30) days of the opening of school, the Board will supply the Association with the following information:

1. Name(s), address, telephone number, and building in which employed, of all teaching and administrative personnel.
2. Salary step of each -- except administrators
3. Differential pay for each and category -- except administrators
4. Degrees held by each.
5. Kind of certificate held by each
6. Job title and/or subject or grade taught
7. A list of personnel available for substituting.

SECTION X -- DEPARTMENT CHAIRPERSON

A. Department chairpersons will be appointed in the following departments and compensated as provided in Schedule B-1. They will be provided one half-day release time each month with substitutes provided by the Board.

1. High School Department Chairs

Mathematics	English
Business Education	Life Management Skills
Art	Foreign Language
Library	Physical Education
Social Studies	Science
Industrial Technology	Counselors
Special Education	Music

2. Junior High School Department Heads

Science	Language Arts
Mathematics	Social Studies
Special Areas	Special Education



## SECTION XI -- STUDENT SERVICES

- A. The parties recognize that children referred according to Board policy and who have been diagnosed by a physician or the school psychologist as having special physical and/or mental and/or emotional problems may require specialized classroom experiences.
- B. The Board of Education agrees to continue its efforts to employ special education personnel, as required, and as available, and the parties will cooperate to correlate their activities with the regular classroom activities of the teachers and the special services within the building so as to better meet the needs of special students in the community.
- C. A teacher referring a student for consideration of services will be informed of progress on the referral. The teacher will also be informed of the actions taken on behalf of the student as a result of the referral.
- D. No Bargaining Unit Members will be required to administer medications to students in the building environment. Teachers who have been properly trained may administer medications in unusual situations such as during a field trip, or when filling an administrative position such as during Fifth Grade Camp.

## SECTION XII -- COMPENSATION

- A. The current annual salaries of teachers covered by this Agreement are determined by their position on Schedule B, plus compensation paid for work beyond the Bachelor and the Master degrees. Teachers, at their option, shall be paid in 21 or 26 equal installments. Such salaries shall remain in effect during the term of this Agreement.
- B. One day's pay for teachers currently under contract shall be computed as the current annual salary divided by the number of contractual Teacher Days.
- C. Hourly rates:

- 1. a. Teachers employed in teaching services\* beyond their regular school day and not compensated under another provision or section of this contract shall be compensated at the hourly rate of 1/1681 of the bachelor schedule at step 1.

\* Teaching services refers to those programs in which a teacher prepares lesson plans, instructs, evaluates and grades students.

- b. Teachers employed in summer school and/or adult education programs shall be granted non-accumulative sick leave (on a pro-rated basis) for personal illness, immediate family illness is defined in Section XIII,A,3,a. and bereavement as listed below unless the class is made up and the instructor paid for make up time:
  - Adult Education - 5 hours per term
  - Summer School - 6 hours per summer session
  - Driver Education- 7 hours per summer program
- 2. The hourly rate for teachers under contract during the regular school year shall be the current annual salary/ (number of contractual Teacher Days x 6).
- 3. The hourly rate for teachers under contract in the longer year/longer day program shall be the teacher's current annual salary/(number of contractual Teacher Days X 7).
- 4. Teachers who substitute for other teachers during the regular school hours shall be compensated at their teaching hourly rate which is the current annual salary/ (number of contractual Teacher Days x 6), or in the case of extended day teachers, the current annual salary/(number of contractual teacher days X 7).
- 5. Part-time teachers shall be compensated at their current annual salary times the fraction of their contract day as specified in Section VI, A.
- 6. Teachers who are assigned non-teaching but teaching related services including in-service planning, outside of the regular teaching hours, as defined in Section VI of this Agreement, shall be compensated at the rate of 1/3051 of the bachelor schedule at step 1 per hour.

7. The district will utilize professional staff in conjunction with para-professionals in the supervision of children during the lunch period. To this end, it is agreed that a stipend be paid in the amount of 2.62 percent of the bachelor schedule at step 1 per semester. The teacher(s) will be responsible for 30 minutes of supervision per day. A lump sum payment for this service will be paid at the end of each semester. This provision does not apply to teachers who have been assigned lunch supervision in lieu of another assignment.
- D. Contract teachers who agree to teach an additional hour beyond the normal teaching load, as a regular daily assignment of at least a full semester, and thereby give up a preparation period or extend their regular work day shall be compensated on the basis of 1/6th of their current salary or in the case of extended day teachers, on the basis of 1/7<sup>th</sup> of their current salary.
- E.
  1. Credit for teaching experience outside the school district shall be granted at a level mutually agreed upon between the teacher and Board of Education not to exceed step 5 on any salary schedule. Such credit shall not exceed the actual experience of the individual.
  2. Any teacher teaching daily 1/2 day or less or 1/2 year during the school year will receive a 1/2 increment for the following school year.
- F.
  1. Effective the 2004-2005 school year, for each two (2) or more semester hours of credit beyond the Bachelor degree, not to exceed fifteen (15) hours earned after September 1, 1967, and subsequent to qualifications for permanent or professional education certification, the Board agrees to pay in addition to the current annual salary, the sum of \$15.00 per semester hour provided such credit is either at the graduate level, or directly related to the teaching field of the staff member. To be eligible for the allowance, a transcript of such earned credit, or other reasonable evidence until a transcript is submitted, must be presented to the office of the Superintendent prior to September 1. Transcripts for summer work, which are not available by September 1, shall be forwarded to the office of the Superintendent during the school year and before April 1. Payment for such credits will be made in a lump sum at the end of the school year. Credits earned after September 1 of any school year will not alter salary for either the first or the second semester of that school year.
  2. Effective the 2004-2005 school year, for each two (2) or more semester hours of credit completed after the granting of the Masters degree, not to exceed thirty (30) hours, earned at an accredited university, the Board agrees to pay, in addition to the current annual salary, the sum of \$15.00 per semester hour, provided such credit is at the graduate level and definitely directly related to the teaching field of the staff member. To be eligible for this allowance, a transcript of such earned credit, or reasonable evidence until a transcript is submitted, must be presented to the office of the Superintendent prior to September 1. Transcripts for summer work, which are not available, by September 1, shall be forwarded to the office of the Superintendent during the school year and before April 1. Payment for such credits will be made in a lump sum at the end of the school year. Credits earned after September 1 of any school year will not alter the salary for either the first or the second semester of that school year.

Exceptions to the requirements stated above may be made for training in technical field for which no specific graduate course are available. Such training must be in preparation for teaching a specialized field and will be evaluated on the basis of Carnegie units. A Carnegie unit is equivalent to 120 hours of specialized training.

3. The Board of Education will pay the cost of tuition for courses authorized by the Superintendent, which in his/her opinion specifically enhance the teaching performance of the applicant who has attained a Specialist Degree. Up to 12 hours beyond that degree can be considered. Teachers seeking tuition reimbursements must receive approval prior to taking course work.
- G. Longevity payment for 10-14 years of service commencing at the 10<sup>th</sup> year of service with the Mount Clemens Community School District \$500.00; Commencing with the 15th year of service within the Mount Clemens Community school District longevity payment will be \$800.00; Commencing with the 20th year of service with the Mount Clemens Community School District, longevity payment will be \$1100.00; Commencing with the 25th year of service with the Mount Clemens Community School District, payment will be \$1400.00.
  - H. The Association and the Board agree that in the event that an elementary school special area teacher is absent, and no substitute is provided, a regular classroom teacher may be assigned to substitute and shall be compensated for such instruction at their hourly rate. Timely notification to the staff of the absence of special area personnel shall be the responsibility of the building administrator.
  - I. The Board and the Association agree to the importance of work experience. Teachers who are instructing in subject areas to which their past work experience relates may make application to the Superintendent who will determine whether the work experience is related.  
  
If the work experience is related, then the Superintendent will grant for three (3) years of related work experience, one (1) year on the teacher salary schedule. The maximum grant for any one teacher for work experience shall not exceed three (3) additional years on the teacher's salary schedule.
  - J. If a national health insurance program is instituted by action of Congress or any government agency during the life of this agreement, the parties hereto shall meet to renegotiate that portion.
  - K. If any salary/wage or benefit provision of this Agreement is nullified or modified by an action of any government agency, as a result of the institution or reinstatement of any form of wage and benefit controls, the parties hereto shall meet to negotiate those provisions of the Agreement affected by such government action.
  - L. Every effort will be made to provide substitute Classroom Aides during the period of the Aide's absence. However, in those situations when a substitute is not available, the substitute aide's hourly rate will be paid to the affected teacher(s) for each hour of the aide is absence. This compensation will be prorated, as appropriate. The substitute aide's hourly rate is \$8.40.

## SECTION XIII -- LEAVE PAY

The parties to this Agreement accept the philosophy that paid-for leave is provided for the purpose of protecting the teacher's income during illness or accident and to assist during time of bereavement, religious holidays, professional growth and achievement, pressing personal business, and/or emergencies within the limits of accumulated leave time. It is understood that teachers who violate this principle will be subject to loss of leave compensation.

A. A teacher will be granted twelve (12) days per year. Beginning the 1997-98 school year a maximum of 240 days can be accumulated. The full amount of twelve (12) days shall be at the disposal of the teacher, subject to Section XIII, A, B, and C, on the first day of the school year.

1. Absence for certified illness or quarantine

Absence for certified illness or quarantine, without loss of pay, will be allowed to the extent of the accumulated leave days, including the number of days credited for the current year. In case of absence for illness of five (5) or more days, a teacher may be required to secure a physician's certificate covering such absence before an allowance is granted for full salary. If requested, such certificate must be forwarded by the principal with the first payroll report following the return of the teacher.

2. Absence for work related injuries or illness

a. Teachers who are absent from work because of work related injuries or illnesses shall suffer no loss of compensation or leave time for the first twenty (20) work days of such illness or injury. Examples of such compensable illnesses or injuries shall include, but are not limited to: illnesses of mumps, scarlet fever, measles, chicken pox, lice, scabies, rubella fever, or injuries of unprovoked battery on the part of a student against a teacher, accidents suffered at the work place.

b. Teachers who are absent from work because of work related injuries or illnesses which exceed twenty (20) working days and such absence is compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the compensation allowance and his/her regular salary, within the limits of the accumulated leave time. The amount of leave time charged against the teachers who come under this provision shall be in the same proportion as the compensation by the Board.

(1) The teacher must notify the administration either in writing or verbally, within 24 hours of the injury. Teachers may use the substitute call line for this notification on weekends or holidays.

(2) If the consequences of the injury are not apparent until after the 24 hour period the Board may compensate and grant leave time to the teacher. If compensation and/or leave time is denied, the teacher may appeal

the decision to a neutral third party mutually agreed upon by the Board and the Association.

- c. If a teacher has exhausted his/her leave time and sick bank time the Board will pay the difference between the teacher's regular daily rate and the Worker's Compensation until the teacher is eligible for long-term disability.
  - d. If a teacher has no remaining leave time as a result of being injured on the job, the Board will provide one (1) non-accumulative leave day per month for the remainder of the year.
3. Absence Due to Death of a Relative or Friend
- a. Absence without loss of pay will be allowed for the death of a relative (husband, wife, grandmother, grandfather, mother, father, daughter, son, sister, brother, or equivalent in-law). Special arrangements should be made with the Superintendent if such absence must extend beyond a period of five (5) days.
  - b. Absence without loss of pay may be allowed for attending the funeral of a more distant relative or friend, provided prior approval is obtained for such absence from the Superintendent through the building principal. Absence for this purpose, in general, is limited to one (1) day.
4. Absence due to attendance at education meetings
- a. Teachers may attend educational meetings directly related to their field of work, without loss of time or pay provided permission to attend such meetings is granted by the principal and/or supervisor in charge and approved by the Superintendent.
  - b. Permission may, upon approval of the Superintendent, be granted for attendance by staff members at an education related activity or meeting with a loss of time only.
  - c. Visiting days may be granted to teachers at the discretion of the Superintendent and no deduction in pay shall be made for such an approved absence.
5. Business Leave
- a. Teachers may use up to three (3) days per year for business purposes. Such business days shall be deducted from leave days provided in Section A above. A teacher planning to use a business leave shall notify the principal and the central office at least one (1) day in advance, except in an emergency. Requests for business leave must be forwarded to the business office three (3) days in advance if definite approval is required prior to the leave day(s).

- b. Business leave will be allowed only for business which because of circumstances, cannot be conducted after school hours or over the weekend. Approval for business leave cannot be granted for the extension of vacation periods.

6. Personal Leave

- a. Teachers may use two (2) days per year for undefined personal leave, provided the personal leave days do not fall immediately before or after a school holiday. Such personal leave days shall be deducted from leave days provided in Section A above.
- b. No more than five (5) teachers may take such leave per day under this provision. At least one (1) day of notice is required.

7. Jury Duty

A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between his/her regular pay and the pay received for the performance of such obligation. These days shall not be charged against accumulated leave time.

8. Absence for Observance of Religious Holidays

Staff members will be allowed up to a total of two (2) days of absence, for the required observance of religious holidays of recognized religious denominations.

9. Medical/Dental Appointments

Absence for medical/dental appointments will not be charged to business leave time. They are to be classified as absence for certified illness. Whenever possible, teachers will schedule such appointments during non-school hours. Also, whenever possible, teachers will make appointments during a morning or afternoon time period, so that the teacher is absent for only one half (1/2) day.

10. Absence due to Illness of Family Member

Absence due to illness of a member of the family (husband, wife, grandmother, grandfather, mother, father, daughter, son, sister, brother or equivalent in-law) will be allowed without loss of pay. - Special arrangements including absence extending beyond five (5) days, and illness of immediate family outside the same household must be made with the Superintendent.

11. Disability due to Pregnancy

The Board declares its policy that women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment related purposes

B. Conditions of Leave Days

1. Accumulated leave days shall be recorded on a statement and presented to each teacher in September.
2. Non-completion of a Work Day

A teacher unable to teach a full school day because of personal illness or disability shall be charged for a proportional amount of a leave day.

C. Leave Accountability Procedures

1. It is important for the District to know when employees are absent for any extended period of time, including the date the employee goes off work, and the date the employee returns to work. Accordingly, a teacher must report every absence from work by calling the substitute line and by submitting a properly completed "leave report". For absences of less than five (5) consecutive school days, the "leave report" may be submitted upon return to work. If an employee is absent, or if the employee anticipates being absent, for more than five (5) consecutive school days, a leave report should be submitted as soon as possible, indicating the date the absence began, and the anticipated date of return.
2. An employee who has been absent five days or more must contact the personnel department at least one day prior to the anticipated return date. If the absence has been for medical reasons, the District may request a release for return to work from the employee's physician.
3. If an employee intends to make application for withdrawal from the sick bank, the employee must submit a physician's certificate stating the specific date the medical disability began, along with the application for sick bank withdrawal. Upon return to work, the teacher must provide a physician's certificate stating the specific date the medical disability ended. The entire period of time for which sick bank withdrawal has been granted, including the specific beginning date and the ending date, must be verified by a medical certificate. The Personnel Department shall develop a form to be used by employees for this purpose.

D. Association Sick Leave Bank - Through the end of the 2006-2007 school year the language shall be identical to that contained in the 2003-2006 agreement, incorporated herein by reference. Beginning on the first day of the 2007-2008 school year, the following language shall become effective, and the language which is "adopted by reference" shall become null and void:

All teachers, who are tenured as of the first day of the applicable school year, except those teachers who have utilized the 180-day maximum lifetime withdrawal, shall be members of the Association sick bank. Beginning with the 2007-2008 school year, and each year thereafter, as of the first day of each school year, each tenured teacher shall contribute one (1) day of the foregoing sick leave allowance to a common bank to be administered by the Association subject to sick leave policy as set forth in this agreement. Effective in the 2007-2008 school year, a tenured teacher



may make reasonable withdrawals, as determined by the Association, from the common bank, provided:

1. The teacher has used at least seventy-five (75) per cent of his/her accumulated sick days. (i.e. a teacher with 100 accumulated days must use at least 75 of his/her personal sick leave days before becoming eligible for sick leave withdrawal.
2. The teacher has to be absent for at least twenty-five (25) consecutive school days in order to qualify for the bank, except if the person qualifies under A, 2, a (compensable injury) no qualification period is required. Otherwise, there is a qualification period for each time a teacher uses the sick bank. In the event of a reoccurrence of the same illness within thirty (30) work days of the employee's return to work, the waiting period shall be waived when a physician's statement is presented, with the concurrence of the District and the Association.
3. A tenured teacher shall draw from the Association Sick Bank (sick bank) on the following basis:

A tenured teacher who has three years service may use up to 45 days from the sick bank per year, and a tenured teacher who has four or more years of service shall be granted no more than 60 days from the sick bank per year. If an employee's medically verified illness spans two (2) consecutive school years, the employee shall not be required to return to work for one day in order to maintain sick bank eligibility.
4. A teacher who has used days from the sick bank will not be required to repay those days, except as regular contributor to the bank as required for all members. Any teacher who does not continue to be disabled and fails to return to the District will be charged for the days taken.
5. A physician's certificate must accompany the application for withdrawal from the bank.
6. The days contributed to the bank shall accumulate from year to year.
7. Days may be used for outpatient treatment provided the foregoing qualifications are met.
8. A contract teacher who is employed for the school year or major fraction thereof shall contribute one (1) day; a contract teacher employed for one semester or fraction thereof shall contribute one-half (1/2) day.
9. Effective in the 2007-2008 school year, If the number of days in the sick bank is less than 300 on August 1, and February 1, each teacher shall contribute one (1) day as hereinbefore provided. If a teacher on August 1 and/or February 1 has zero balance leave balance, then that teacher will contribute one or two day(s), as required, to the sick bank on the first day of September of the next school year.

10. Before the District replenishes the sick day bank, the Association President will be notified in writing with an accounting of the number of days presently in the bank.
11. There shall be a lifetime withdrawal maximum of 180 days. Upon the withdrawal of the 180th day from the sick bank, the affected teacher shall no longer be a member of the sick bank. Teachers who are not members of the bank shall neither contribute days to the bank nor receive paid sick days from the bank.

E. Leave Incentive

At the end of each school year, teachers who have used two or less leave days during that year may convert accumulated leave days to cash. Payment shall be made prior to July 31 in a separate check.

The following formula shall be used for all conversions:

Number of Days Accumulated	Number of Days Which May be Converted	Amount per Day
8-10	1	\$100
11-20	2	\$85
21-40	3	\$70
41-60	4	\$65
61-100	5	\$60
101-150	6	\$55
150 and Above	10	\$50

See also, XVI, D.

## SECTION XIV -- LEAVES OF ABSENCE

- A. Extended Illness/Injury Leave
  - 1. Any teacher whose absence extends beyond the period compensated under Section XIII, A, shall be granted a leave of absence for such time as is necessary for complete recovery from such illness or injury. A teacher on such a leave shall receive long term disability pay in accordance with the provisions of Section XV.
  - 2. Insurance benefits shall be provided in accordance with Section XV.
- B. Involuntary Leave of Absence
  - 1. The Board may request, at its expense, an examination of a teacher by a physician of its choosing when a situation develops in the opinion of the Superintendent that the teacher is not providing continuous service to students. In the event the physician's diagnosis indicates the teacher is unable to provide continuous service to students, the Board reserves the right to place the teacher on an involuntary leave. The teacher retains all rights to sick leave benefits consistent with the requirements of Section XIII or LTD coverage if eligible by the terms of the LTD insurance agreement.
  - 2. Return to a regular teaching assignment, as outlined in paragraph 1 above, will follow receipt of a statement from the above physician, or a physician mutually agreed upon by the teacher and the Board of Education. The teacher shall provide medical verification of their ability to return no later than June 15th in order to be placed in an assignment for the first semester of the ensuing school year or November 1st in order to return for the second semester of the school year.
- C. Maternity, Child Rearing and Family Care Leaves of Absence
  - 1. Maternity Leaves
    - a. A teacher who provides medical verification of pregnancy shall receive, upon request, a one (1) year leave of absence to begin at any time during such pregnancy.
    - b. Such maternity leave may be "taken in conjunction with leave days provided under Section XIII.
  - 2. Child Rearing Leaves

Upon physician's certification of termination of disability, the Board shall grant to any teacher a child rearing leave of absence without pay for the remainder of the school year. Reinstatement to a position for which the teacher is eligible will be for the beginning of the year following the child rearing leave.
  - 3. Family Care Leaves

The Board shall grant to any teacher a leave of absence without pay for the purpose of family care. The teacher shall be entitled to a leave up to one year. Reinstatement of a teacher to a position for which s/he is qualified will be at the beginning of the school year in September after a family care leave. A one year extension of the leave may be

granted by the Board upon written application at least three (3) months prior to the expiration date of the leave period.

- a. For purposes of this section, a dependent includes an adopted child, a stepchild, a grandchild, or any other child less than 19 years of age for whom the employee is a legal guardian, or an unmarried adult child if the child is incapable of self-support due to mental impairment or a physical handicap, and if the child is dependent on the employee for care, support and maintenance; or the spouse of the employee; or the legal parent of the employee if that parent is either more than 65 years of age or is dependent for more than half of his/her financial support.
- b. In the case of adoption, this leave may be extended for an additional year.

4. Conditions of Leaves

A teacher on a child rearing leave, family care leave, or leave of absence whose child or other dependent dies may terminate said leave and fill any vacancy for which s/he qualifies. If there is no position immediately available, the teacher may opt to return to substitute teaching with full pay and benefits at the rate for which s/he would qualify if regularly assigned. Reinstatement to a permanent position shall occur as soon as practicable. In no case shall the permanent assignment be made later than the beginning of the next school year.

5. Lay-off/Recall Leave Provisions

If a teacher is on layoff, and recalled, said teacher may request a child rearing leave, family care leave or maternity leave of absence.

D. Special Teacher Leaves

A regularly employed staff member with a minimum of three (3) years of continuous employment with the Mount Clemens Community Schools, will, upon written application, be granted a leave, without pay, for a period not to exceed one (1) year for full time participation in an exchange teaching program, a military teaching program in a foreign country, the Peace Corps, the Teacher Corps, or a cultural travel or work program related to the teacher's professional responsibilities, provided the teacher states an intent to return to the school system. A one (1) year extension of the leave may be granted by the Board upon written application at least three (3) months prior to the expiration date of the leave period. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as s/he would have been, had the teacher taught in the district during such period. This paragraph is not applicable to a graduate program.

E. Association Extended Leaves

Leaves of absence of not more than two (2) years without pay shall be granted upon application for the purpose of holding elected or appointed office in the NEA, MEA, MEA-NEA Local I, or an affiliate of NEA, MEA, MEA-NEA Local I.

F. Military Leave

1. A leave of absence, without pay, shall be granted to a teacher who is inducted or enlists for military duty in any branch of the armed forces of the United States. The period of the leave shall be governed by the length of the period of active duty or enlistment. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as s/he would have been had s/he taught in the district during such period.
2. In case of emergency, members of any National Guard Unit or any branch of the armed services called up for duty of not more than five (5) days duration (unless extended by the Superintendent) shall be compensated for the difference between his/her regular pay and the pay received for the performance of such obligation. These days shall not be charged against accumulated leave time.

G. Extended Personal Leave

Any teacher, with three (3) or more years of continuous service to the district, may make application for a leave of absence for a period of one (1) year, which, if granted, may upon request be extended for a second year. The Board may grant such leave without pay and with no loss in accrued benefits. Upon return the teacher shall be assigned to a position for which the teacher is qualified. The three or more years of continuous service provision applies only to leaves granted under this paragraph.

H. Public Office Leave

A leave of absence equal to two years, without pay, prior to the beginning of, or at the conclusion of the school year, will be granted to a teacher to campaign for him/herself or to serve in a public office. Further extensions shall be granted at the will of the Board.

I. Sabbatical Leave

Subject to the applicable Michigan Statutory provisions and any amendments thereto, teachers who have completed at least seven (7) years of service in the District and hold a Masters Degree may, upon proper written application and approval by the Board, be granted a sabbatical leave for (1) year, under the following conditions:

1. Applications must be submitted to the Superintendent, on forms provided for this purpose, no later than April 1 of the school year proceeding the school year for which the leave is sought.
2. The work done during the sabbatical must be relevant to the teacher's assignment.
3. No more than two (2) teachers in the District shall be absent on sabbatical leave at anyone time.
4. The teacher on sabbatical leave will file periodic reports with the Superintendent, as requested.
5. A sabbatical leave, once granted, cannot be terminated before the date of expiration, except as otherwise agreed upon by the Board of Education.

6. The teacher shall agree, in writing, to remain in the employ of the District for a period of not less than two (2) years following his/her return from a sabbatical leave.
7. While on leave, a teacher shall be considered employed by the Board and shall be paid one-half (1/2) of his/her current annual salary.
8. Upon return from a sabbatical leave, the teacher shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same step on the salary schedule as the teacher would have been had he/she taught in the District during the leave.

J. Return Rights

Return from leaves of absences under this section shall be governed by the following provisions unless specifically modified by previous provisions: Returns from leaves of absences shall be contingent upon written notification to the Board of Education of intent to return no later than March 1 of the school year preceding the beginning of the school year when return is intended. This provision applies only to leaves which extend through the end of the school year. Not later than February 1, the Board of Education shall notify teachers affected by this provision of the teacher's obligation to give written notification of intent to return. Notification by the Board will be by certified mail at the last known address of the teacher.

K. FMLA--Family and Medical Leave

The Board will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act (FMLA) of 1993 subject to the following conditions:

1. All requests for such leave will be made to the Director of Personnel.
2. 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 will give as much notice as is practicable.
3. Proper certification of the reason for the leave must be provided.
4. An employee may be required, or choose, to use all available leave time (i.e. sick leave, personal leave, and/or vacation leave) with any balance of time being without pay. Written notification will be required.

At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave or an equivalent position.

## SECTION XV --- INSURANCE PROTECTION

- A. The Board shall provide all insurance benefits listed in Section A for a full twelve month period of each school year for all teachers in the bargaining unit, except for those teachers electing benefits under Section B below. Such benefits shall be provided, without cost to the teachers, to each teacher and his/her dependents, as defined by MESSA.
1. The District will provide MESSA Choices II. Effective on October 1, 2010, coverage shall include a "Saver RX" prescription card for all bargaining unit members that elect to have health/medical insurance.  
  
Effective October 1, 2010, the deductible will increase to \$300/\$600 for all health insurance plans and the OV/UC/ER co-pay will be \$10/\$25/\$50.
  2. a. MESSA/Delta Dental Plan E, including an annual maximum benefit of \$1500, and the 007 orthodontic rider, with no coordination of benefits, or  
  
b. MESSA/Delta Dental Plan C, including, including an annual maximum benefit of \$1500, and the 03 orthodontic rider, with internal and external coordination of benefits.
  3. MESSA Term Life Insurance in the amount of forty thousand (\$40,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
  4. MESSA Intermediate Vision Insurance including internal and external coordination of benefits.
- B. Teachers not electing insurance benefits as described in Section A above shall be provided by the Board with the following insurance benefits, for a full twelve month period of each school year. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Section A above, and his/her eligible dependents, as defined by MESSA.
1. a. MESSA/Delta Dental Plan Auto Plus, including the 008 orthodontic rider with no coordination of benefits, or  
  
b. MESSA/Delta Dental Plan C, including the 003 orthodontic rider with internal and external coordination of benefits.
  2. MESSA Term Life Insurance in the amount of sixty thousand dollars (\$60,000) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.



3. MESSA Dependent Term Life Insurance in the amount of ten thousand dollars (\$10,000) for each teacher's spouse and five thousand dollars (\$5,000) for each dependent child as defined by MESSA.
  4. MESSA Plan II Vision Insurance including internal and external coordination of benefits.
- C. Teachers who have other insurance and opting not to take insurance benefits as described in Section A above shall be paid \$4800. This stipend shall be paid \$400 per month for twelve (12) months, September to August, within five working days after the first pay period of each month.
  - D. The Board shall provide, without cost to the teachers, MESSA Long-Term Disability Insurance for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of twenty-five hundred (\$2500.00) and shall begin after expiration of ninety (90) calendar days. Effective July 1, 2007, Long Term Disability (LTD) insurance benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of five thousand (\$5000.00) and shall begin after expiration of ninety (90) calendar days. Benefits shall continue, to age seventy (70) at no cost to the teacher, in the event of permanent disability. Effective upon date of ratification, and upon implementation of the Choices II medical insurance benefit any employee who is receiving long term disability benefits, shall not be eligible for any insurance benefits at district expense.
  - E. Teachers employed after the start of the school year shall receive insurance benefits beginning as of the first day of employment and such benefits shall continue in force for the balance of each school year, including the summer months.
  - F. The Board shall provide insurance benefits listed above for those teachers on health leaves; sabbatical leaves; absence because of long term disability, as defined by the LTD insurance carrier; or while on sick leave day or Sick Bank Day usage.
  - G. The Board shall continue to provide insurance benefits listed above for sixty (60) days following the layoff of any teacher or to August 30<sup>th</sup> of the current year, depending on which is longer.
  - H. The Board shall establish an open enrollment of thirty (30) days, commencing the first day in each school year of this contract. The Board in cooperation with the insurance carrier(s) shall be responsible for providing all necessary enrollment application and claims materials.
  - I.
    1. It is understood that notwithstanding the rules or regulations of the insurance carrier(s), the Board shall guarantee the level and inclusion of all provisions of the insurance benefits as of the first day of this contract.
    2. In the event that any insurance benefit is adjusted by action of the courts, the legislature, or the Insurance Commission, the Board shall meet with the Association for purposes of renegotiating the affected insurance benefit(s).

- J. The Board agrees to apply the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985.

## SECTION XVI -- RETIREMENT

- A. Both parties to this Agreement will undertake to emphasize the sanctity of a contract to the entire professional staff. Because the education of students is adversely affected by personnel changes during the school year, teachers will be expected to fulfill the terms of their contract within the limits of applicable statutes.
- B. The Board of Education, in appreciation for services to the School District, agrees to pay upon retirement \$100 for each year of service to the Mount Clemens Community School District beyond the first ten (10) years. However, it is expressly understood that in the event that the parties agree to an Incentive Severance Plan, a teacher severing employment under said Severance Plan would not be eligible for payment under this provision. Proof of retirement from the Michigan Public School Employees Retirement System is necessary before receipt of this benefit. Part-time teachers shall be paid on a pro-rata basis based on experience in the Mount Clemens Community School District.
- C. The Board agrees to pay the Teacher's State Retirement Contribution to the School Employee's Retirement Fund in the amount required by the State of Michigan as a percent of the salaries set forth in this Agreement.
- D. Payment for unused sick days

The Board will, at the teacher's option, either pay \$15.00 for each sick day accumulated above seventy-five days for teachers retiring under the provisions of the MPSE Act and giving irrevocable notice of retirement by June 30 of the last calendar year of employment. A teacher can redeem a maximum of up to 179 days.

OR

As an incentive for good attendance, the Board will pay to teachers retiring under the provisions of the MPSE Act a payment equivalent to one hundred (100%) of one (1) year purchase of universal service credit, or ten thousand (\$10,000.00) dollars, whichever is less, if the teacher has accumulated at least 180 days as of the teacher's retirement date, and meets the following:

(1.) Full payment will be made if no days are used during any school year between August 1, 2006 and June 30, 2008. For purposes of this entire section, the term "used" includes redemption for cash under Section XIII (E) of the collective bargaining agreement

(2.) 95% payment will be made if 1 or 2 days are used during any school year between August 1, 2006 and June 30, 2008.

(3.) 90% payment will be made if 3 days are used during any school year between August 1, 2006 and June 30, 2008.

(4.) If more than 3 days are used during any school year between August 1, 2006 and June 30, 2008, no payment will be made under this provision.

- E. The parties agree that members of the bargaining unit can neither receive or loan sick leave days to other members of the bargaining unit.
- F. The estate of any teacher who expires during their term of employment will be paid seventy-five (75%) of the substitute teacher pay rate, for each accumulated sick day, up to a maximum of one hundred days.

See also, XIII, D.

## SECTION XVII -- TEACHER EVALUATION -

The work performance of all teachers shall be evaluated in writing and shall be in conformance with the teacher tenure policy as established for the school district by the Board according to the State Tenure Act and the provisions of this Agreement.

Teachers shall be evaluated one (1) time during each school year utilizing the approved evaluation instrument incorporated herein by reference.

- A. If a teacher was scheduled for an evaluation during the school year and does not receive the written evaluation by April 1, the teacher shall be considered as having performed his/her duties in a satisfactory manner.
- B. The Board of Education and the Association agree to review this section periodically upon request of the Board of Education or the Association.
- C. It is understood that the appraisal or evaluation and the judgment of the evaluator in making the evaluation are not subject to the grievance procedure contained in Section XIX of this Agreement. However, any teacher's response attached to a written evaluation may be admitted during any contractual, administrative, or judicial proceedings.
- D. In the event that teacher is experiencing difficulty in the performance of his/her teaching duties, the Association President will be informed of the situation. The Association will have the opportunity to provide input into the creation of an affirmative Improvement Program.

## SECTION XVIII -- PROTECTION OF TEACHERS

- A. It is recognized by both parties to this Agreement that the learning process is dependent, in a large measure, upon the development of a well regulated building environment in which teachers can teach and children can learn. This includes everything required by section V of this agreement. To this end, the formulation and revision of the school discipline policy must be a joint responsibility of the Board and the Association. If an assault occurs against the teacher, the Board of Education will advise the teacher regarding their rights under the law, Board policy, and administrative regulations.
- B. The parties agree that in situations where the official discipline policies, in the opinion of the teacher(s) involved, are not effective or being implemented in regard to students who are having serious behavior problems, the teacher(s) may seek assistance from the Superintendent and shall notify the principal in writing of such action. In the event the situation is not resolved by this process, the teacher retains the right to use the grievance procedure as outlined in this Agreement.
- C. Any case of physical or verbal assault upon a teacher shall be promptly reported to the Board or its designated representative. For any such assault which occurs during the performance of official duties, and within the scope of official school district policy, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall provide all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. If any teacher is sued by reason of any action or inaction taken by a teacher, within the scope of official school district policy, the Board will provide legal counsel and render all reasonable assistance to the teacher in his/her defense.
- E. Time lost by a teacher in connection with any incident mentioned this Section shall not be charged against the teacher.
- F. The Board will reimburse teachers, in an amount not to exceed \$250.00 for proven loss, or damage, or destruction, while on school or school related duty, of a teacher's personal property, if the property is of a kind normally worn or brought into the school building or is used for school related duty, providing the loss has not been caused by the negligence of the teacher. This obligation shall not encompass wear, tear, or gradual deterioration of property, or loss of money in excess of \$100.00. Neither shall it extend to any loss or damage of the motor vehicle of a teacher, in excess of \$100.00. Articles of personal property left unattended in an automobile parked on school premises shall be included in this obligation, provided the loss is 'the result of a forcible entry of a securely locked vehicle or compartment, and provided reasonable proof of loss can be provided. This obligation shall extend only to that portion of any such loss which is not covered by insurance taken out by the teacher, and will be payable only after the teacher has first exhausted all possibility of collecting for such loss under his/her insurance, if any.
- G. If a teacher is injured in the line of duty, financial assistance for medical care shall be provided under the provisions of the Worker's Compensation Act of the state of Michigan. The teacher should notify his/her immediate supervisor

or building principal by filing an accident report as soon as possible after the occurrence of the accident or injury.

- H. Any significant complaints by a person directed toward a teacher shall be called to the teacher's attention at the earliest time this can be accomplished. The name of the complainant will be identified when the complaint is considered serious enough to place in the teacher's record, and no action will be taken until there is a conference between the complainant and the teacher. If the matter is not satisfactorily resolved by the conference between the complainant and teacher, the matter shall be handled in the following order: Principal, Assistant Superintendent, Superintendent and the Board. Beginning at the Principal's level, the teacher and the Association will be involved. At all of these steps, the teacher will be involved.
- I.
  - 1. When any significant complaint is made against a teacher(s) to any administrator by a group considered too large or unwilling to follow the procedure outlined in Section XVIII, paragraph H, above, that administrator will immediately notify the Association President and the teacher(s) involved in the complaint.
  - 2. The complaining group shall be encouraged to air their concern(s) at a joint meeting of the Building Administrator(s) and the Superintendent. It is the teacher's right to attend this meeting with a representative of his/her choice, an Association Representative and the Association President or a designated representative. In the event the teacher elects not to attend this meeting, s/he may send a spokesperson.
  - 3. In the event a solution to the problem is not reached at this joint meeting, the Superintendent may create an Ad Hoc Committee whose responsibility it will be to review the complaint and make recommendations to the Superintendent within one week on the solution to the problem. All parties named in the second paragraph shall receive copies of the Committee's recommendations.
  - 4. The membership of this Ad Hoc Committee shall consist of an equal representation of members of the community, the administration and the Association. The Superintendent will meet with the Association President to select the community members of the Ad Hoc Committee. The Association shall select the teacher representatives. The Superintendent shall select the Administration representatives and determine the size of the Committee.
  - 5. In the event the complaining group cannot be induced to comply with the above procedure or rejects recommendations made in the course of the above procedure(s), steps shall be taken to provide for a Board hearing.
  - 6. The Association Representatives from the building involved in the complaint, the Association President or his/her designated representative may be present at the Board hearing. The teacher concerned and his/her chosen representative may be present as well. If the teacher elects not to attend s/he may send a spokesperson. No action shall be taken that is contrary to the teacher's rights under the

Tenure Act and/or this Agreement as a consequence of any complaints under this Section.

- J. Both parties to this Agreement recognize that the decision relating to the operation of the schools during severe inclement weather or under adverse conditions resulting from an act of God, or during a labor dispute with employees outside of the bargaining unit, rests with the Board of Education. Due consideration will be given to health, safety and welfare of those involved. No teacher shall be required to report for work when school has been officially closed for such reasons, by decision of the Board of Education. Notice of closing and reopening of school will be provided to radio stations WWJ, WJR and CKLW by 5:30 a.m. The President of the MEA-NEA Local I, Mount Clemens, will be notified of any school closing and reopening by personal telephone contact prior to 5:30 a.m.
  
- K. In the event days of school closing due to unforeseen conditions may not lawfully be counted to arrive at the annual instructional minimum required by law and/or to qualify the employer for full state aid, the Association and the Board shall immediately negotiate the rescheduling of the instructional days lost. It is expressly understood that the teachers shall not receive any additional compensation for the rescheduled day(s) and that the rescheduled instructional days must occur prior to June 30.



## SECTION XIX -- GRIEVANCE PROCEDURE

- A. Any claim by the Association, teacher, or group of teachers, that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through the procedures set forth herein.
- B. The primary purpose of the procedure set forth in this section is to secure at the earliest level possible, equitable solutions to complaints or grievances of teachers or groups of teachers.
- C. For purposes of time limits contained in section XIX: A school day referred to below shall be defined as a teacher work day during the school calendar year and as a regularly scheduled central office work day during the months of June, July and August.
  - 1. The time limits specified in this procedure may be extended in any specific instance by mutual written agreement.
  - 2. Failure of the Board to report any decision within the specific time limit at any step of the grievance procedure shall automatically move the grievance to the next step in the grievance procedure.
  - 3. Failure of the Association to process the grievance within the specific time limit at any step in the grievance procedure will result in the grievance being withdrawn.
- D. The procedure for the consideration of grievances shall be as follows:

### Level One

A teacher who has a complaint which s/he believes may be the basis of a grievance shall first discuss the matter on an informal basis with his/her immediate supervisor or principal, whoever is most directly concerned with the problem. Such complaint, and a request for an informal meeting to discuss the matter must be brought to the attention of the immediate supervisor or principal not later than seven (7) school days after the event or occurrence which is the basis of the complaint. The principal or immediate supervisor will then make arrangements to hold such a meeting within seven (7) days after receiving the teacher's request for a Level One discussion.

### Level Two

1. In the event the complaint is not resolved informally, the problem may be submitted to the immediate supervisor or principal and the Association, in writing, on the approved grievance form. It is expected that such notice will be filed not later than seven (7) school days after the informal discussion required under Level One.

2. Within seven (7) school days after receipt of the written grievance, the aggrieved person's immediate supervisor or principal shall submit his/her decision, in writing, with supporting reasons, to the aggrieved person.

### Level Three

1. If the aggrieved person decides to appeal the decision of the immediate supervisor or principal, s/he shall forward the grievance to the Association within seven (7) school days. The Association, within seven (7) school days, will determine whether to pursue the grievance. Notification of the Association's decision shall be forwarded on the approved form to the Superintendent and the aggrieved person. Should the Association decide not to pursue the grievance, the aggrieved person shall have the right to proceed, on his/her own, through level Three only, of the outlined grievance procedure.

A grievance brought against an action by the Superintendent shall be initiated at this level.

2. The Superintendent/Designee, within seven (7) school days of a receipt of a grievance to be pursued, shall meet with representatives of the Association to discuss the grievance. Within seven (7) school days of that meeting, the Superintendent/Designee shall formulate a decision and forward it, on the approved form, to the Association.

### Level Four

If the Superintendent/Designee and the Association shall be unable to resolve any grievance, and such grievance shall involve an alleged violation, misinterpretation of a specific article or section of the Agreement, the grievance may be appealed to arbitration within twenty (20) school days after the decision of the Superintendent/Designee. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said twenty (20) day period, and if not so delivered the grievance shall be abandoned. If the parties are unable to agree upon an Arbitrator, one shall be appointed under the rules of the American Arbitration Association. The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue a decision not later than twenty (20) days from the date or close of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan School Laws, the Constitutions of the United States and the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under the Law and this Agreement or to require any retroactive adjustment in compensation for more than fifteen (15) days prior to the date the grievance was filed.

The decision of the Arbitrator, if within the scope of the authority as above set forth, shall be final and binding.

The costs of the Arbitrator shall be shared equally by the parties; however, each party shall bear its own expense.

- E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, s/he shall be reinstated with full reimbursement of all professional compensation lost.
- F. If a teacher is required to participate in a professional grievance procedure during the normal hours of service as defined in Section VI of this Agreement, the teacher will not suffer loss of pay or time.
- G. Nothing contained in this Agreement shall be construed to prevent an individual from pursuing a grievance and having a grievance adjusted through Levels Three and Four without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement, and the Association is provided with a written explanation of the terms of the adjustment.

## SECTION XX -- NEGOTIATION PROCEDURE

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern, and considered to be significant by both parties, may be subject to professional negotiations between them at three month intervals, commencing with the effective date of this Agreement. All changes in this Agreement shall be made only through the mutual consent of the Board and the Association in a written and signed amendment to this Agreement.
- B. Reopening of salary schedule negotiations is dependent upon the consent of both parties to this Agreement, except that at least 120 days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement.
- C. In any negotiations described in this section, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. It is recognized that no final agreement reached between the parties may be executed without ratification of the Board of Education and the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary authority to make proposals, consider proposals, and make concessions in the cause of negotiations, subject only to the ratification process.
- D. If the parties fail to reach an agreement in any negotiations, either party may invoke the assistance of the State of Michigan Employment Relations Commission or take any other lawful measures which may be considered appropriate.
- E. All negotiations on behalf of the Association shall be held outside of the normal hours of service for teachers, as defined in Section VI this Agreement unless otherwise agreed by both parties.

## SECTION XXI -- REDUCTION OF PERSONNEL

- A. In cases requiring a reduction of the teacher work force due to declining student enrollment within the district (secondary or elementary level), or budgetary necessity, or when a teacher returns from an involuntary leave, the following factors will be used:
  - 1. The teacher with the most district wide seniority shall be retained, provided that s/he is fully certified and qualified as defined in this contract.
  - 2. Whenever necessary in order to protect the most senior employee who has not been placed on layoff status, involuntary transfers and assignments will be made based on certification and qualifications.
  - 3. No person employed by the Mount Clemens School District, who has achieved tenure status outside of the bargaining unit, may displace a teacher within the bargaining unit.
- B. When involuntary transfers are necessary to retain the most senior teacher(s) who have not been placed on layoff status, the administration shall transfer teacher(s). Such involuntary transfer shall not be grievable if implemented in accordance with Section VIII, C, 3, g, (1) of the Collective Bargaining Agreement.
- C. The Superintendent will meet with the Association to explain and discuss the proposed reduction prior to its implementation. The following information will be provided by the Superintendent:
  - 1. A seniority list (by rank order)
  - 2. A list of all teaching personnel, including date of hire, certification, endorsements, highly qualified content area(s), and majors and minors, in that order, depending upon AS400 programming capabilities. This list will be provided no later than March 1. This list will be updated annually and sent to the Association.
- D. Teachers identified for layoff for the following school year shall be given at least sixty (60) days written notice prior to the end of the current school year except in a financial emergency or when a teacher returns from an involuntary leave. When layoffs are made because of a financial emergency, or when a teacher returns from an involuntary leave, teachers to be laid off shall be given at least sixty (60) days written notice prior to the effective date of layoff. At the time a teacher is notified that s/he is to be laid off, the Board shall advise him/her of the recall procedures.
  - 1. Notification will be via certified U.S. mail, or by an administrator in a private setting. There will be no "drop in" notification.
- E. The number of teachers laid off shall approximate the projected number of positions to be eliminated.
- F. The Board shall notify surrounding Local One districts of the lay off and that affected teachers are available for employment.

- G. 1. Laid off teachers shall be recalled to the first vacancy for which they are certified and qualified according to their seniority ranking.

The Superintendent will advise the Association of all plans to reinstate positions and of the time teachers will be recalled.

2. A laid off teacher shall be considered laid off until s/he is reinstated by Board action, refuses an offer from the Board of a position for which s/he is qualified and certified, or fails to respond in writing within the (10) days of the receipt of a written offer to a position made by the Board.
3. A laid off teacher shall be entitled to reject a part time teaching position without loss of his/her recall rights.
4. Notification of intent to recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail, return receipt requested, to the teacher's last known address.
5. Persons unable to return upon recall for physical or emotional reasons as determined by a physician mutually agreed upon by the teacher and the Board of Education will be recalled upon the availability of a position for which they are certified and qualified and medical verification of their ability to return to work.
6. If no teacher opts for an open position, forced transfer of employed teacher(s) to the position will occur to permit the recall of a laid off teacher. A forced transfer will be done in such manner that the least senior teacher who is certified and qualified will be reassigned to facilitate the return of the senior certified and qualified teacher on the teacher recall list, provided, however, the transfer will not cause a racial imbalance within the school. If a racial imbalance would occur, then the next senior certified and qualified teacher shall be reassigned in accordance with these procedures.

H. Fully qualified teachers shall be defined as follows:

1. Teachers who have earned a provisional, permanent or professional education certificate in the required subject area, and
2.
  - a. who have complied with all certification and continuing education requirements as promulgated by the Department of Education.
  - b. who have completed ten (10) semester hours of college credit, or equivalent CEU's (subject to Administrative pre-approval), in a given subject area, or have taught in the subject area on a regular basis within the last five (5) years preceding the termination. This section is applicable to those individuals employed before August 31, 1990.
  - c. who have earned the minimum credit hours required by the North Central Association for grades nine through twelve.

- d. Individuals employed after August 31, 1990, shall be required to have earned the minimum credit hours required by the North Central Association for grades six through twelve.
- 3. Teachers who are not prohibited by law to fulfill the duties of the position.
  - I. As a result of termination occurring at the end of the school year, as outlined in this section, the teacher shall be provided full insurance benefits to the end of the contract year. All benefits shall be reinstated in full as soon as possible after re-employment.
  - J. Length of service is defined as the total full time equated active service to the District. Time spent on leave or lay-off will not count toward the total years of active service to the District. Status. Employees on military leave, and employees required to provide services during a declared national emergency with board approval, will continue to accrue seniority. Any teacher who terminates or is terminated loses his/her seniority unless the teacher is reinstated.
  - K. The President of the Association shall be the last teacher to be laid off.

## SECTION XXII -- MISCELLANEOUS PROVISIONS

- A. No polygraph, lie detector device, or electronic listening device shall be used by school officials in any investigation of any teacher.
- B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. Copies of this Agreement in booklet form shall be printed at the expense of the Board and shall be separated from the school policies and procedures handbook. Current employees shall be provided with a copy of the Collective Bargaining Agreement within forty-five (45) days after ratification. The Association shall be provided with at least fifty (50) additional copies. Addendums shall be provided each Association member immediately after ratification at Board expense.
- D. For the terms of this Agreement the school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
- E. Teachers who have been accepted for a summer institute may, at the discretion of the Superintendent and based upon the benefits to the District, be excused from the last week of school without loss of benefits.
- F. Should the calendar and/or clock hour schedule fail to meet the requirement(s) for state aid entitlement in full, the Board representatives and the Association shall revise the calendar and/or clock hour schedule.
- G. In the event a teacher's end-of-year obligations are not completed on the Records Day provided by the calendar it will be the teacher's responsibility to complete these on the next school business day.
- H. In the event the Board of Education "authorizes the development or subsequent revision of Board policies dealing with communicable diseases, the employer will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact on terms and conditions of employment of bargaining unit members.
- I. For the duration of this master agreement, the Board of Education will not authorize any public school academy or apply for any public school academy contract with another body authorized to grant such request.
- J. Teachers assigned to the extended day/extended year program, shall receive a 16% pay differential. No person shall be involuntarily



transferred from the extended year/day program unless required due to declined enrollment, or to maximize employment.

- L. At least one time per year, the Chief Academic Officer, or other person responsible for curriculum, shall brief the DIT on assessments being used by the District.

SECTION XXIII -- DURATION

- A. This Agreement and all its provisions shall become effective September 1, 2008, and shall remain in effect through August 31, 2012.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law.

MCEA - MEA-NEA LOCAL I

BOARD OF EDUCATION

By \_\_\_\_\_  
President MEA-NEA Local I

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President MCEA

By \_\_\_\_\_  
Vice-President

By \_\_\_\_\_  
Spokesperson

By \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Superintendent of Schools

## APPENDIX A

To the extent possible, building schedules shall contain approximately the minimum number of hours of instruction as required by the State of Michigan.

The following dates have been designated for one hour staff building meetings: the first Tuesday of each month, September through May, except as otherwise indicated:

For 2010-2011	For 2011-2012
September 14	September 13
October 5	October 4
November 9	November 8
December 7	December 6
January 4	January 10
February 1	February 7
March 1	March 6
April 12	April 10
May 3	May 1

The Union recognizes that teachers are responsible for insuring that records are completed in a timely fashion. On the records days that end the first, second and third marking periods and the final whole records day, teachers will be released prior to the end of the work day upon submission of complete records, forms, etc. to the Main Office of the building to which they are assigned.

## 2010/2011 District Calendar\*

**(174 student days/176 teacher days; Revised July 21, 2010 11:30 a.m.)**

Tuesday, August 31, 2010	Teachers report to High School; Union Meeting 8:00 am to 8:45 am; teachers released for Building Meetings 9:00 am to 10:30 am; Teachers work in classrooms rest of day; \$100 stipend per teacher.
Wednesday, September 1, 2010	Orientation and welcome; Professional development rest of day re: teacher evaluation process.
Thursday, September 2	Professional Development/Process Check Day: No Students
Friday, September 3	Labor Day Recess
Monday, September 6	Labor Day Recess
Tuesday, September 7	Classes morning only (K-12); Teachers work day in afternoon.
Wednesday, September 8	First full day of classes
Wednesday, September 15	<b>Early Release (K-12)</b> Professional Development
Wednesday, September 29	<b>Early Release (K-12)</b> Professional Development
Wednesday, October 6	<b>Early Release (K-12)</b> Professional Development
Thursday, October 7	Classes am only (7-12): PT conferences (7-12) afternoon, 12:45-3:45 pm and evening, 5 pm to 8 pm
Tuesday, November 2	No classes; Professional Development (K-12)
Friday, November 5	<b>End of First marking Period, classes am only (K-12) records pm (44 student days/46 staff days)</b>
Thursday, November 11	Classes a.m. only (K-6); (K-6) teacher conferences in afternoon and evening
Friday, November 12	Classes a.m. only (K-6); (K-6) teacher conferences in afternoon
Wednesday, November 17	<b>Early Release (K-12)</b> Professional Development
Tuesday, November 23	Thanksgiving Recess begins at end of day
Wednesday, November 24	Thanksgiving Recess (1/2 day Comp)
Monday, November 29	Classes resume
Wednesday, December 8	<b>Early Release (K-12)</b> Professional Development
Friday, December 17	Winter recess begins at end of the day
Monday, January 3, 2011	Classes resume
Wednesday, January 12	<b>Early Release (K-12)</b> Professional Development
Monday, January 17	Martin Luther King, Jr. Day (no classes)
Wednesday, January 19	Classes only a.m. (7-12): records in afternoon
Thursday, January 20	Classes only a.m. (7-12): records in afternoon
Friday, January 21	<b>End of second marking period, classes am only (K-12); Records in the pm (41 student days/41 staff days)</b>
Wednesday, February 2	<b>Early Release (K-12)</b> Professional Development
Thursday, February 10	Classes morning only (7-12): PT conferences (7-12) pm, 12:45-3:45 pm and evening, 5 pm to 8 pm
Thursday, February 17	Mid-Winter Break begins at end of AM session
Wednesday, February 23	Classes resume
Tuesday, March 1	MME Exams a.m. only (no classes 9, 10, and 12 but HS Teachers report. PD Day High School pm only)
Wednesday, March 2	MME Exams a.m. only (no students K-12, except 11th grade; Prof Development/Process Check Day; PD Day High School pm only)
Thursday, March 3	MME Exams a.m. only; (no classes 9, 10, and 12 but HS Teachers report. PD Day High School pm only)
Wednesday, March 16	<b>Early Release (K-12)</b> Professional Development
Tuesday, March 15	MME make-up
Wednesday, March 16	MME Exam make-up
Thursday, March 17	MME Exam make-up;
Friday, April 1	<b>End of third marking period – classes am only; records in afternoon. (47 student days/47 staff days)</b>
Monday, April 4	Spring Break – No Classes
Monday, April 11	Classes resume
Thursday, April 14	Classes a.m. only (K-6); (K-6) teacher conferences in pm and evening
Friday, April 15	Classes a.m. only (K-6); (K-6) teacher conferences in afternoon
Wednesday, April 20	<b>Early Release (K-12)</b> Professional Development
Friday, April 22	No School
Wednesday, May 4	<b>Early Release (K-12)</b> Professional Development
Wednesday, May 18	<b>Early Release (K-12)</b> Professional Development
Friday, May 27	Memorial Day Recess begins at the end of the am, teacher comp time pm
Monday, May 30	Memorial Day (no classes)
Tuesday, June 7	Classes a.m. only (K-12) records in the afternoon
Wednesday, June 8	Classes a.m. only (K-12) records in the afternoon
Thursday, June 9, 2011	<b>End of fourth marking period; Classes a.m. only (K-12) records in the afternoon (42 student days/42 teacher days)</b>

2 hour early release on Wednesday afternoon - September 15, September 29, October 6, November 17, December 8, January 12, February 2, March 16, April 20, May 4 and May 18 \*Calendar based on K-12 Teacher Total School Day which is 7 hour 39 minutes, and includes 404 minutes instructional time, 30 minute duty free lunch, 5 minutes passing, 10 minutes for teacher arrival time, and 10 minutes for teacher departure time.

## 2010/2011 School Year District Calendar

### Summary of Teacher Days

*First Day for Teachers is September 1, 2010*

#### First Marking Period

September 1 - November 5

	<u>Teacher Days</u>	<u>Student Days</u>
September	20	18
October	21	21
November	<u>5</u>	<u>5</u>
First marking period Totals	46	44

#### Second Marking Period

November 6 – January 21

	<u>Teacher Days</u>	<u>Student Days</u>
November	14	14
December	13	13
January	<u>14</u>	<u>14</u>
Second marking period Totals	41	41

#### Third Marking Period

January 22 – April 1

	<u>Teacher Days</u>	<u>Student Days</u>
January	6	6
February	17	17
March	<u>24</u>	<u>24</u>
Third marking period Totals	47	43

#### Fourth Marking Period

April 2 – June 9

	<u>Teacher Days</u>	<u>Student Days</u>
April	14	14
May	21	21
June	<u>7</u>	<u>7</u>
Fourth marking period Totals	42	42

#### Summary

	<u>Teacher Days</u>	<u>Student Days</u>
First marking period	46	44
Second marking period	41	41
Third marking period	47	47
Fourth marking period	<u>42</u>	<u>42</u>
Yearly total	176	174

**2011/2012 District Calendar\***  
**(174 student days/176 teacher days)**

Wednesday, August 31, 2011	Teachers report. District/Building Meetings in a.m.: work in classrooms afternoon.
Thursday, September 1	Professional Development/Process Check Day: No Students
Friday, September 2	Labor Day Recess
Monday, September 5	Labor Day Recess
Tuesday, September 6	Classes morning only (K-12); Teachers work day in afternoon.
Wednesday, September 7	First full day of classes
Wednesday, September 14	<b>Early Release (K-12)</b> Professional Development
Wednesday, September 28	<b>Early Release (K-12)</b> Professional Development
Wednesday, October 5	<b>Early Release (K-12)</b> Professional Development
Thursday, October 6	Classes am only (7-12): PT conferences (7-12) afternoon, 12:45-3:45 pm and evening, 5 pm to 8 pm
Tuesday, November 1	No classes; Professional Development (K-12)
Friday, November 4	<b>End of First marking period, classes am only (K-12) records pm (44 student days/46 staff days)</b>
Thursday, November 10	Classes a.m. only (K-6); (K-6) teacher conferences in afternoon and evening
Friday, November 11	Classes a.m. only (K-6); (K-6) teacher conferences in afternoon
Wednesday, November 16	<b>Early Release (K-12)</b> Professional Development
Tuesday, November 22	Thanksgiving Recess begins at end of day
Wednesday, November 23	Thanksgiving Recess (1/2 day Comp)
Monday, November 28	Classes resume
Wednesday, December 7	<b>Early Release (K-12)</b> Professional Development
Tuesday, December 20	Winter recess begins at end of the day
Wednesday, January 4, 2012	Classes resume
Wednesday, January 11	<b>Early Release (K-12)</b> Professional Development
Monday, January 16	Martin Luther King, Jr. Day (no classes)
Wednesday, January 25	Classes only a.m. (7-12): records in afternoon
Thursday, January 26	Classes only a.m. (7-12): records in afternoon
Friday, January 27	<b>End of second marking period, classes am only (K-12); Records in the pm (46 student days/46 staff days)</b>
Wednesday, February 1	<b>Early Release (K-12)</b> Professional Development
Wednesday, February 15	Mid-Winter Break begins at end of day.
Wednesday, February 22	Classes resume
Thursday, March 1	Classes morning only (7-12): PT conferences (7-12) pm, 12:45-3:45 pm and evening, 5 pm to 8 pm
Tuesday, March 6 pm only)	MME Exams a.m. only (no classes 9, 10, and 12 but HS Teachers report. PD Day High School
Wednesday, March 7	MME Exams a.m. only (no students K-12, except 11th grade; Prof Development/Process
Thursday, March 8	Check Day; PD Day High School pm only) MME Exams a.m. only; (no classes 9, 10, and 12 but HS Teachers report. PD Day High School pm only)
Wednesday, March 14	<b>Early Release (K-12)</b> Professional Development
Tuesday, March 20	MME make-up
Wednesday, March 21	MME Exam make-up
Thursday, March 22	MME Exam make-up;
Friday, March 30	<b>End of third marking period – classes am only; records in afternoon. (41 student days/41 staff days)</b>
Monday, April 2	Spring Break – No Classes
Monday, April 9	Classes resume
Thursday, April 12	Classes a.m. only (K-6); (K-6) teacher conferences in pm and evening
Friday, April 13	Classes a.m. only (K-6); (K-6) teacher conferences in afternoon
Wednesday, April 25	<b>Early Release (K-12)</b> Professional Development
Wednesday, May 2	<b>Early Release (K-12)</b> Professional Development
Wednesday, May 16	<b>Early Release (K-12)</b> Professional Development
Friday, May 25	Memorial Day Recess begins at the end of the am, teacher comp time pm
Monday, May 28	Memorial Day (no classes)
Tuesday, June 5	Classes a.m. only (K-12) records in the afternoon
Wednesday, June 6	Classes a.m. only (K-12) records in the afternoon
Thursday, June 7, 2012	<b>End of fourth marking period; Classes a.m. only (K-12) records in the afternoon (43 student days/43 teacher days)</b>

2 hour early release on Wednesday afternoon - September 14, September 28, October 5, November 16, December 7, January 13, February 1, March 14, April 25, May 2 and May 16 \*Calendar based on K-12 Teacher Total School Day which is 7 hour 39 minutes, and includes 404 minutes instructional time, 30 minute duty free lunch, 5 minutes passing, 10 minutes for teacher arrival time, and 10 minutes for teacher departure time .

## 2011/2012 School Year District Calendar

### Summary of Teacher Days

*First Day for Teachers is August 31, 2011*

#### First Marking Period

August 31 - November 4

	<u>Teacher Days</u>	<u>Student Days</u>
September	20	18
October	21	21
November	<u>5</u>	<u>5</u>
First marking period Totals	46	44

#### Second Marking Period

November 4 – January 27

	<u>Teacher Days</u>	<u>Student Days</u>
November	14	14
December	13	13
January	<u>14</u>	<u>14</u>
Second marking period Totals	46	46

#### Third Marking Period

January 28 – March 30

	<u>Teacher Days</u>	<u>Student Days</u>
January	6	6
February	17	17
March	<u>24</u>	<u>24</u>
Third marking period Totals	41	41

#### Fourth Marking Period

April 2 – June 7

	<u>Teacher Days</u>	<u>Student Days</u>
April	14	14
May	21	21
June	<u>7</u>	<u>7</u>
Fourth marking period Totals	43	43

#### Summary

	<u>Teacher Days</u>	<u>Student Days</u>
First marking period	46	44
Second marking period	46	46
Third marking period	41	41
Fourth marking period	<u>43</u>	<u>43</u>
Yearly total	176	174

SCHEDULE B-1--ADDITIONAL COMPENSATION FOR EXTRA DUTIES

It is expressly understood that when teachers agree to share an extra duty assignment, they will receive a pro-rata share of the compensation identified for that assignment.

POSITION	AMOUNT
Academic Coaches	900
Acting Elementary Principal	1,750
Art/Music Show Sponsor	100 per show
Blood Borne Pathogens Coordinator	300
Business Professionals of America	2,000
Building Test Coordinator	500
Chaperone (elementary and Junior High school)	10 per event
Class Sponsor:	
Senior Class	1,800
Junior Class	1,350
Sophomore Class	900
Freshman Class	1,100
Eighth	900
Seventh	900
Sixth	900
Class Sponsor Assistant	450
Club Sponsor's Listed Below:	900
AFJROTC Drill Team	
Art Service/Portfolio	
Dried Ink Club Sponsor	
Elementary Science Olympiad	
Elementary Yearbook Sponsor	
FCCLA Club Sponsor	
Iron Chef Culinary Club Sponsor	
Key Club Sponsor	
Junior High School Ski Club Sponsor	
National Art Honor Society	
S.A.D.D. Club Sponsor	
Thespian Society Club Sponsor	
YES Club	
Co-op - Release time as determined by Voc Ed guidelines –	
Courtyard Club – High School	300
Curriculum Council Member*	300
Curriculum Council Secretary*	350
Curriculum Council Chairperson *	400
Department and Grade Level Chairpersons	300
High School	300 per member
Junior High School	300 per member
Elementary	300 per member
Fall Play Director	1,500
Spring Musical Director	1,800
Vocal Coach	1,300
Pit Conductor	800



Elementary 5 <sup>th</sup> Grade Camp Coordinator		\$100 per day, up to max of \$500
Elementary Bus Duty Coordinator		1,650
Fine Arts Coordinator		per hour see Section XII C.1.a
Mentor		200 per teacher mentored
Music:		
Secondary Director of Bands		2,160
Secondary Assistant Director of Bands		2,160
Marching Band Director		720
Assistant Marching Band Director		720
H.S. Jazz Band		720
M.S. Jazz Band		720
Vocal Director - High School & Junior High School		900
National Honor Society		900
Newspaper Sponsor	Elementary	900
	Junior High School	900
	High School **	3,000
Peer Mediation – High School		300
Planetarium Director		2,000
Quiz Bowl		1,200
Safety Patrol		1,350
School Improvement Team Chairperson		1,100
School Improvement Team Member		
(6 maximum per building, including chair)		450 per person
Science Olympiad:		
Junior High School		1,100
High School		1,100
Student Assembly – High School		1,650
Student Council		
Elementary		1,350
Junior High School		1,350
Technology Coordinator		1,000
Yearbook Sponsor		
High school**		3,000

\*\*If a teacher is assigned both newspaper and yearbook at the high school level, he/she shall have the option of one (1) full release hour or both supplemental salaries.

Maintenance of industrial technology and science equipment will be limited to 125 and 75 hours respectively at the non-teaching hourly rate as approved by the department chairperson.

There can be up to six (6) teachers on a building SIT, which shall include the chairperson. No individual teacher shall simultaneously be compensated as a member of the SIT and the Chairperson.

Mileage paid at IRS rate

\* All Curriculum Council compensation will be prorated with respect to attendance. One absence will be permitted before this takes effect. In addition, any change in meeting date/time will not count in this stipulation if the change is made less than 10 (ten) work days prior to the meeting.

SCHEDULE B-2 -- ATHLETIC COACHES INTERSCHOLASTIC SPORTS

POSITION	AMOUNT
<u>FALL SPORTS SEASON</u>	
Boys Football	
Head Varsity	4,800
Assistant Varsity	3,200
Junior Varsity	2,800
Freshman	2,800
Girls Basketball	
Head Varsity	4,800
Junior Varsity	3,200
Freshman	2,800
Junior High School	2,400
Cross Country	
Head Varsity	3,600
Assistant Varsity	2,400
Girls Tennis	
Head Varsity	3,600
Assistant Varsity	2,400
Golf	
Head Varsity	2,800
Girls Swimming	
Head Varsity	3,600
Assistant Varsity	2,400
Boys Soccer	
Head Varsity	3,600
Assistant Varsity	2,400
Junior High School	2,400
Cheerleader	
Coach	2,000
Assistant Coach	1,000
<u>WINTER SPORTS SEASON</u>	
Girls Volleyball	
Head Varsity	4,800
Junior Varsity	3,200
Freshman	2,800
Junior High School	2,400

Boys Basketball	
Head Varsity	4,800
Junior Varsity	3,200
Freshman	2,800
Junior High School	2,400

Boys Wrestling	
Head Varsity	4,800
Assistant Varsity	3,200
Freshman	2,800

Boys Swimming	
Head Varsity	3,600
Assistant Varsity	2,400

SPRING SPORTS SEASON

Boys Track	
Head Varsity	4,000
Assistant Varsity	2,800
Freshman	2,400
Junior High School (combined team)	2,000

Girls Track	
Head Varsity	4,000
Assistant Varsity	2,800
Freshman	2,400
Junior High School (combined team)	2,000

Boys Tennis	
Head Varsity	3,600
Assistant Varsity	2,400

Girls Softball	
Head Varsity	3,600
Junior Varsity	2,800
Freshman	2,400
Junior High School	2,000

Boys Baseball	
Head Varsity	3,600
Junior Varsity	2,800
Freshman	2,400

Girls Soccer	
Head Varsity	3,600
Assistant Varsity	2,400

Scouting	
Football	110
Basketball	110

Each coach will be provided with an athletic handbook as adopted by the Board of Education. Coaching positions that have been posted for 4 consecutive years and not filled by an Association member will only have to be posted at the discretion of the Board or if the position is vacated by the current coach.

SCHEDULE B-3 – PAY DIFFERENTIAL RELATED TO TEACHING DUTIES

POSITION	AMOUNT
Teachers with Michigan Vocational Education or Occupational Education Certificates currently being used*	450
Social Worker (with a two year Master Degree)	360

\*All Vocational Education teachers shall attend two Occupational Advisory Committee meetings per year. They may, if they wish, attend additional meetings when such are held during the school year. They shall be compensated for such attendance at the non-teaching hourly rate.

Vocational Education teachers receiving the 1% per hour stipend during the 1993/94 school year will continue to receive the 1993/94 amount in the future on a proportionate basis according to the number of Vocational Education classes taught.

Any Association member receiving a supplemental salary on any Schedule B (B-1.B-2.B-3) during 1993/94 that is greater than the salary on the above schedules will continue to receive that rate until they leave that position. Once they leave that position the effective rate is the rate shown on the above schedules.

A list of all members grand personed under any 1993/94 Schedule B provisions will be developed jointly by the Association and the Board. This list will be reviewed and updated annually. A current member, as identified in the list above, holding a position on the above schedules, may, upon approval of the Board, be granted a leave of absence for medical and/or other extenuating circumstances for up to one year. In the event the member then returns to the same position, he/she shall receive their previous supplemental salary.

## SCHEDULE B-4 - COST OF LIVING ADJUSTMENT (C.O.L.A.)

Note: This language is not applicable to this Agreement. The purpose is solely for historic value or future use.

Each teacher shall receive a cost of living adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumer for the Detroit Metropolitan Area published by the Bureau of Labor statistics, U.S. Department of Labor (1967-100) and hereafter referred to as the CPI, subject to the terms of this provision. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase (not to exceed 5%), rounded to the nearest one-tenth of one percent, of the CPI multiplied by the appropriate salary steps as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of the April of the year in which the C.O.L.A. is to be paid; the remainder shall then be divided by the CPI of April of the previous year. The resulting amount of money shall then be paid, less appropriate payroll deductions, rounded to the nearest \$1.00 to each teacher no later than June 30 of the year in which the C.O.L.A. is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule but shall be paid by a check separate from the teacher's regular paycheck. The maximum amount of the percent increase which shall be paid under the terms of this provision shall not exceed 5%.

EXAMPLE:                    April 1979, Detroit CPI 187.9  
                                  April 1980, Detroit CPI 202.8  
     $202.8 - 187.9 = 14.9$   
     $14.9 - 187.9 = 7.9\%$

                                  Multiply each step on salary schedule by 1.05 to determine the adjusted salary schedule

### GENERAL

1. Proration - in the event a teacher does not complete the school year or is employed for less than the full school year, the Cost of Living Adjustment shall be prorated based upon a ratio of the number of workdays each teacher worked to the number of regular year days (183) and the extended year days to 184 workdays multiplied by the Cost of Living Adjustment.
2. Consumer Price Index Information - in the event the Bureau of Labor Statistics terminates publication of the monthly Consumer Price Index information required for purposes of this provision or substantially modifies the manner of calculating such information, representatives of the Board and Local I agree to meet for the purpose of negotiating the terms of the Cost of Living Adjustment provision. Also, if receipt by the District of Consumer Price Index information from the Bureau of Labor statistics is delayed for reasons beyond the control of the District, payment of the Cost of Living Adjustment shall be made as soon as possible following the receipt of such information.
3. The COLA adjustment shall be applied to all salary lanes, longevity payments, long-term disability payments (in the year in which the payments commence), short-term disability payments, and all payments made pursuant to Schedules B-1 and B-2

# Compensation Schedule

## 2008-2010 salary schedule

step	BA	MA	Spec	PhD
1	38241	41250	43623	46304
1.5	41856	48441	51227	54374
2	42850	49826	52686	55930
2.5	43898	51294	54246	57578
3	44947	52759	55798	59220
3.5	46048	54312	57436	60967
4	47148	55860	59077	62713
4.5	48301	57513	60824	64566
5	49448	59155	62568	66418
5.5	50663	60903	64419	68381
6	51869	62645	66259	70349
6.5	53144	64494	68216	72428
7	54417	66340	70172	74609
7.5	55752	68273	72239	76716
8	57084	72235	76200	80922
8.5	58540			
9	61521			

All bargaining unit employees on the payroll on December 1, 2010 will receive a salary adjustment of one-half (1/2) of one (1%) percent, which amount shall be paid in a lump sum, on the last payroll in December, and not added to the salary schedule. In addition, all employees who receive a satisfactory performance evaluation shall be paid an additional lump sum salary adjustment of one-half (1/2) of one (1%) percent, on the last payroll in May, 2011, and not added to the salary schedule.

All bargaining unit employees on the payroll on December 1, 2011 who receive a satisfactory performance evaluation shall be paid an additional lump sum salary adjustment of one-half (1/2) of one (1%) percent, on the last payroll in May, 2012. The salary schedule shall be increased by one-half (1/2) of one (1%) percent at the end of the school year.

It is understood by the parties that basing any part of a salary increase on satisfactory evaluation is agreed to because of the current status of Mount Clemens High School being a "priority school" and therefore working on a "transformational plan" to be submitted to the State of Michigan Department of Education and the federal government. The parties recognize that this is in the best interests of the Board and the teachers while this plan remains in effect, and Mount Clemens has "priority school" designation. This agreement shall be non-precedent setting. It is specifically understood that the 2008-2012 agreement shall not be re-opened during its duration which ends August 31, 2012.

## APPENDIX C

### POSITIONS EXCLUDED FROM BARGAINING UNIT

1. Superintendent of Schools
2. Assistant Superintendent(s)
3. Director of Curriculum, Instruction and Accountability
4. Administrative Assistant(s)
5. Principals
6. Assistant or Associate Principals
7. Director of Community Education
8. Director of Health, Physical Education and Athletics
9. Director of Student Personnel Services
10. Director of Exceptional Education.
11. Coordinator of Instrumental Music\*
12. Coordinator of Art\*
13. Ombudsman
14. Administrative Intern
15. Director of Career Education
16. Substitute Teachers
17. Paraprofessionals
18. Facility Manager
19. Director of Personnel and Administrative Services
20. Athletic Director

\*The Board agrees that the positions of Coordinator of Instrumental Music and Coordinator of Art, as listed above, shall retain their present job description and responsibilities until such time as a vacancy occurs in either position. Such vacancy will not be filled by an employee who will concurrently hold a bargaining unit position. The Association will be consulted prior to the establishment of any new position that might replace the present coordinators' positions.

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

Classroom Visitations by Central Office Administrators

1. A minimum of one day's prior notification of a central office administrator's classroom visitation will be given to each teacher visited unless there are unusual, extenuating circumstances.
2. The purpose of the classroom visitation is to assess the rate of implementation of new curriculum and instructional techniques and to provide a direct opportunity to determine the resource needs of staff.
3. The purpose of the classroom visitation is not to conduct an evaluation of the teacher.
4. Any follow-up letters written by the Central Office Administrator giving an account of the visitation will only be sent to the teacher with a copy to his/her building principal.
5. No discipline will be given to any teacher who requests to discuss the classroom visitation letter, writes a reply to the letter or makes no response to the letter.
6. Any follow-up letter will not be placed in the teacher's personnel file and will not be used by any representative of the Board of Education or the association throughout the evaluation process, or in any arbitration, tenure or court proceeding, unless the visitation reveals an act of misconduct. Documentation regarding misconduct may be placed in a teacher's personnel file and may be used by both parties throughout the disciplinary process.

\_\_\_\_\_  
MCEA President

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

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

\_\_\_\_\_  
Superintendent of Schools

JUNE 29, 1994



APPENDIX D-2

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

The parties agree to form a joint committee, composed of an equal number of members from both sides, designated by the District Superintendent and the Association President, the purpose of which will be to make recommendations for the implementation of the statutory requirements regarding the professional evaluation process as required by recent changes in the school code and PERA sometimes referred to as "RTTT". This will include the establishment of clear approaches to measuring student growth and providing teachers and administrators with relevant data on student growth. The evaluation systems are to evaluate job performance taking into account multiple rating categories, with student growth as a significant factor, which ensuring teachers ample opportunities to improve, while providing coaching and instructional support.

The same joint committee can be charged with discussing other parts of the "RTTT" statutes, e.g., professional compensation/student growth and a detailed plan to improve performance ("transformational model"), should any schools in the District fall into the lowest performing 5% of school buildings in the state.

The committee will report their recommendations to both Bargaining teams for approval or referral back to the Committee.

For MEA-NEA, Local 1, Mount Clemens:

For Mount Clemens Schools:

\_\_\_\_\_  
MCEA President

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

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

\_\_\_\_\_  
Superintendent of Schools

July 21, 2010.

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

It is understood by the parties that basing any part of a salary increase on satisfactory evaluation, or the following modifications, is agreed to because of the current status of Mount Clemens High School being a "priority school" and therefore working on a "transformational plan" to be submitted to the State of Michigan Department of Education and the federal government. The parties recognize that this is in the best interests of the Board and the teachers while this plan remains in effect, and Mount Clemens has "priority school" designation. This agreement shall be non-precedent setting. It is specifically understood that the 2008-2012 agreement shall not be re-opened during its duration when ends August 31, 2012.

The parties also understand that while the school is subject to MCLA 380.1280C(8), and the transformational intervention model is being implemented:

(a) That any contractual or other seniority system that would otherwise be applicable shall not apply at the public school for the sole purpose of teacher assignment. This subdivision does not allow unilateral changes in pay scales or benefits.

(b) That any contractual or other work rules that are impediments to implementing the redesign plan shall not apply at the public school. Examples would be: extended learning time in core subjects, minutes in the student day, or days in the student year. This subdivision does not allow unilateral changes in pay scales or benefits. Compensation for any change in working conditions would have to be bargained.

For MEA-NEA, Local 1, Mount Clemens:

For Mount Clemens Schools:

\_\_\_\_\_  
MCEA President

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

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

\_\_\_\_\_  
Superintendent of Schools

September 16, 2010.

APPENDIX D-4

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

The qualities and characteristics that make a teacher successful should be reflected in any evaluation. To this end, the parties agree to refer the matter of teacher evaluation to a joint teacher/administration committee, (the same committee which will deal with recent changes in the law) to review the specific skills, knowledge, and characteristics upon which evaluation is based. The intent is to recommend to the Bargaining Teams a plan specific to Mount Clemens based on the principles of the Framework for Teaching (also called the Danielson model). Both parties agree that appropriate training in the Framework will be necessary and desirable for both teachers and administrators in order to implement the approved plan in an effective manner.

For MEA-NEA, Local 1, Mount Clemens:

For Mount Clemens Schools:

\_\_\_\_\_  
MCEA President

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

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

\_\_\_\_\_  
Superintendent of Schools

July 21, 2010.

APPENDIX D-5

ADDITIONAL AGREEMENTS

1. Upon ratification of a successor Agreement to the 1994-1997 Collective Bargaining Agreement, Grievance, 1-98, AAA 54 390 01204 98 MCEA 1-98, "Class size provisions – Seminole School", which the Association filed with the American Arbitration Association, will be withdrawn with prejudice by the Mount Clemens Education Association.
2. A committee will be established to study possible implementation of a Masters plus 15 schedule, with the express understanding that the costs will not exceed the amount the district is currently paying for "hours beyond degree". Furthermore, in the event that the MA-15 is implemented, the "hours beyond degree" provision in the collective bargaining agreement will become null and void.
3. A committee will be established to study implementation of the completion and payment of employee fingerprinting.
4. Effective August 1, 2010, the pending unfair labor practice (No. C10 A-020 *Mount Clemens Community Schools and MEA/NEA, Local 1 Mount Clemens*) regarding changing number of secondary class periods which the Association filed with the Michigan Employment Relations Commission will be withdrawn with prejudice by the Mount Clemens Education Association.
5. The parties agree that on "early release" Wednesday, May 18, 2011 District teachers will be released from duty when students are released and will not be required to attend professional development activities,

For MEA-NEA, Local 1, Mount Clemens:

For Mount Clemens Schools:

\_\_\_\_\_  
MCEA President

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

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

\_\_\_\_\_  
Superintendent of Schools

July 21, 2010.

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