

**CLARENCEVILLE
BOARD OF EDUCATION**

AND THE

**CLARENCEVILLE
EDUCATION ASSOCIATION**

MEA / NEA

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MASTER AGREEMENT

2004 - 2007

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2004 – 2007 AGREEMENT

***** AGREEMENT

This Agreement made this 12th day of August, 2004, by and between the Clarenceville School District of Oakland and Wayne Counties, Michigan, hereinafter called the "District" and Clarenceville Education Association, MEA/NEA, hereinafter called the "Association."

***** PREAMBLE

Recognizing that providing quality education is the paramount aim of the District and the Association and that the character of such education depends largely upon the quality and morale of the teaching staff, we do hereby declare:

WHEREAS, the Association recognizes that the District under law, has final responsibility for establishing policies for the District; and

WHEREAS, the District recognizes that teaching is a profession; and

WHEREAS, the District has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended, to negotiate with the Association as the representative of its bargaining unit personnel with respect to hours, salaries, terms and conditions of employment; and

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

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

ARTICLE I - RECOGNITION

- A. The District hereby recognizes the Clarenceville Education Association, MEA/NEA as the exclusive bargaining representative for all certified teaching personnel now employed or hereafter employed by the District, including department chairpersons, counselors, psychologists, social workers, and athletic supervisor(s), but excluding adult education teachers and continuation school teachers, and all administrative and/or supervisory personnel.
- B. The District shall not negotiate with any other representatives of personnel described in "A" so long as the Association shall be certified as the exclusive bargaining agent for personnel, however, any individual covered by this Agreement may at any time present grievances to the district and have the grievances adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement provided the Association has been given the opportunity to be present at such adjustment.
- C. This contract is subject to the Michigan School Code of 1955, as amended, and any successor statute thereto, together with the Teacher Tenure Act and the rights, duties, obligations and responsibilities of the parties here under shall be in addition to those provided by the applicable statutes. In the event of conflict between any portion of this Agreement and the statutes of the State of Michigan the latter shall control.
- D. 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.
- E. The parties agree that the District shall provide a copy of this Agreement to all teachers. The probationary teachers will receive a written contract subject to changes in this Agreement. Returning tenure teachers shall be given a breakdown of their salaries.

ARTICLE II - AGENCY SHOP

- A. All teachers, as defined in Article I, Section A, as a condition of employment:
 - 1. Sign and deliver to the Board of Education an assignment authorizing deduction of regular membership dues and assessments of the Association, including the National and Michigan Education Associations, and such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year, or
 - 2. Any teacher not electing to become a member of the Association within thirty (30) days from the commencement of teaching duties shall pay as a service fee to the Association an amount established by the Association and payable to the Association, the NEA and the MEA.
 - 3. Authorization for deductions of Political Action Contributions must be made each calendar year on a form provided by the Association. Should an annual authorization not be required by law, the parties agree that the annual authorization shall be discontinued and the requirements of law followed.
- B. In the event that dues and assessments, or a service fee in an amount established by the Association shall not be paid, the Board upon receiving a signed statement from the

Association indicating that a teacher has failed to comply with the conditions shall immediately begin payroll deduction of said fee.

- C. Those wishing to pay their dues or service fees in cash shall do so by November 1. The payment should be made to the Association.
- D. The Association agrees to promptly advise the Board of all members of the Association in good standing and from time to time to furnish any other information needed by the Board to fulfill the provisions of this Article which are not otherwise available to the Board.
- E. Authorized deduction of membership dues or service fees shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year, and the Board agrees to promptly remit to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
- F. In the event of any legal action against the District brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The District gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - 2. The District cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability and damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the District's compliance with this article.

- G. The Association shall hold the District and members of the Board of Education harmless on account of any monies deducted and remitted to the Association pursuant to this Article.

ARTICLE III - ASSOCIATION AND TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Association and its members and/or the designated Association building representative(s) shall have the privilege to use school building facilities for meetings after notifying the building principal providing the building is used during regular custodial hours or additional custodial charges are paid by the Association. The Association may also use District E-mail, the school service and mail boxes for official Association business. No teacher shall be prevented from wearing insignia, pins, or other identifications of membership in the Association on school premises. Bulletin boards will be made available for the Association's use and placed in areas where teachers normally congregate. All posted material must be authenticated by a recognized official of the Association and shall be classified as Association business.
- B.
 - 1. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file, except credentials and other communications relative to the teacher's employment outside the District. Such request to review said file shall be submitted in writing to the superintendent and permission shall be granted within five school days of receipt of the notice. The review shall be held in the presence of the superintendent or his/her designee, and if the teacher requests, an association representative, not later than five school days after permission has been granted. The review shall be limited to

a time during the normal school attendance day without disruption of the teacher's regular assignment.

2. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file in the principal's office. Such request shall be submitted in writing to the principal and permission will be granted within five (5) school days of receipt of notice. Not later than five (5) school days after permission has been granted, the review shall be held in the presence of the principal or assistant principal, and if the teacher requires, an Association representative. The review shall be limited to a time during the normal school attendance day without disruption of the teacher's regular assignment.
3. No record of false or unconfirmed charges against a teacher will be placed in the teacher's personnel file.
4. No written material of a negative nature directed toward a teacher shall be placed in the teacher's personnel file without the teacher's knowledge.
5. Teachers may respond in writing to material placed in their files and said response shall become part of the teacher's file.
6. Freedom of Information Act (FOIA) Requests

In the event the District receives a FOIA request for personnel file information about a member of the bargaining unit, the District agrees to:

- a. Immediately notify both the individual(s) and the CEA Executive Director, advise the individual(s) to contact the CEA, and provide both with copies of the request;
- b. Provide only such documentation as the District's legal counsel advises are required pursuant to the request, provide copies of such documents to the affected bargaining unit member(s) as promptly as possible, and in advance of complying with the FOIA request.

This provision shall not apply to generic FOIA requests. The district will send a copy of any such requests to the CEA president.

- C. The parties agree it is unprofessional and unethical to involve students in disputes between teachers, administration, or the Board of Education. The teachers, administration, Association, and the Board shall refrain from expressing feelings or discussing with students, disputes that pertain to teacher-teacher, teacher-supervisor, Board-teacher, or the Association except at an official hearing.
- D.
 1. Teachers recognize that their primary responsibility is teaching students and evaluating their progress in the subject matter they are assigned to teach, in such a manner that all sides of controversial issues are presented fairly and their topics and materials used will be appropriate to the maturity level and intellectual ability of the students.
 2. Teachers realize they shall not seek to advance their own personal views of controversial issues to students while acting in any school connected capacity and further realize that a teacher's position is not privileged as to his/her responsibility for statements which are libelous, slanderous, or in any way violate the civil rights of others.
 3. Teachers acknowledge that punctuality and attendance are extremely important factors

in adequately executing their teaching duties and that sick leave abuses, tardiness, or unjustified absenteeism cannot be tolerated.

4. Verification of a teacher's failure to carry out any of the above responsibilities shall be deemed reason for disciplinary action.
 5. The Association will use its best efforts to correct and will not condone breach of professional behavior of its membership. No teacher shall be disciplined without just cause and due process. A non-tenured, probationary teacher who has completed two (2) years of satisfactory employment with the District shall not be dismissed for reasons that are arbitrary or capricious. However, the termination, retention, or dismissal of any teacher shall be governed exclusively by the provisions of the Teacher Tenure Act. (Exception as provided in Article XVIII, Section C, Level Four; 5C.)
- E. It is recognized by both parties that a teacher's rights of tenure and continuing contract apply only to his/her position as a classroom teacher.
- F. Oral Discipline
1. A situation or condition concerning a teacher which an administrator feels needs correction or improvement shall be called to the teacher's attention as soon as is practicable. This may be done verbally and/or in writing.
 2. Any oral reprimanding, warning or disciplining of a teacher by a principal or other administrator shall be done in private. No record of oral reprimands, warnings, or disciplining shall be entered in the teacher's personnel file, but may be documented in the administrator's office file for reference.
 3. A teacher shall be entitled to have present a representative of the Association when a formal discipline conference is held.
- G. Duly authorized representatives of the Association shall have the right to transact Association business on school property at all times provided that this shall not interfere with or interrupt normal school operations or absent a teacher from his/her classroom without advance notice and approval of the building principal. The school office will be notified of absences from the assigned building.
- H. The employer shall provide the Association a maximum of twenty (20) released days for Association business provided:
1. The Superintendent and building principal are notified at least 48 hours in advance, except in case of emergency.
 2. The Association reimburses the employer for the costs of the substitutes for these teachers. In addition, subject to the provisions above, a member of the bargaining unit who also serves as a member of the MEA Board of Directors may use up to eight (8) days per year to attend meetings of that Board.

ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITY

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior

negotiations either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Clarenceville School District.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not in conflict with the provisions of this Agreement.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees, including physical health.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operation, production, service, maintenance, or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its function, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
 11. Determine the policy affecting the selection and training of employees providing that such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and Public Act 379, and then only to the extent such specific and express terms thereof, are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and the laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local

laws or regulations as they pertain to education including the Elementary and Secondary Education Act.

ARTICLE V - PROFESSIONAL COMPENSATION

- A. The salaries of personnel covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. All personnel will be required to be paid through direct deposit with up to two designations.
- B. The salary schedule is based upon the required teacher attendance days as listed in the appropriate schedule.
- C. The teacher shall be paid compensation, in addition to this base salary for all assignments beyond the regular school day as set forth in Schedule B, which is attached to and incorporated in this Agreement.
- D. If a teacher is requested and agrees to teach a course in addition to his/her normal assigned duties, his/her rate of pay shall be the percentage of that teacher's salary pro-rated on a daily rate, of his/her building schedule.
- E. Per diem compensation for class size in excess of contractual maximums as provided in Article IX, Section B

Elementary:

Teachers Per diem Salary X # Excess Students X # Days
Maximum Class Size

Secondary Class Size Formula:

Teachers Per Diem Salary X # Excess Students X # of Days
Per hours taught per day

The formula will be modified for teachers whose class schedule is comprised of both those classes covered by the maximums and those which are not by pro-rating the per diem salary by that percentage of the daily schedule composed of classes covered by the class size maximums.

Example:

Teacher schedule:
3 Social Studies
2 Typing

Formula:

$\frac{3}{5}$ (teachers per diem salary) X # Excess Students
X # of Days 5 X Maximum Class Size

ARTICLE VI - CALENDAR

- A. The school calendar for each year of this contract is printed as Appendix C and incorporated into this Agreement.
- B. Parent-teacher conferences will be held in accordance with the established calendar. Conferences will be scheduled in the fall from 6:00 - 8:15 p.m. on two designated evenings

and from 5:00-8:15 p.m. in the spring on one designated evening. Elementary teachers unable to schedule a conference in the fall for each parent(s) of the student assigned to them will schedule conferences with parents before the student day begins, after the student day ends, or during a teacher conference period within the week of officially designated conferences. In the spring, these conferences will be scheduled on an "as needed" basis. The afternoon of the day prior to Thanksgiving and Spring Break shall have no students in attendance and will be classified as compensatory time for teachers.

Teachers whose schedules are split between two (2) or more buildings will mutually agree with the principal(s) which building's conference schedule they will follow.

ARTICLE VII - TEACHING HOURS

- A. The District recognizes that professional assignments and work schedules should be arranged with a 37 1/2 hour week. The workday for the regular classroom teacher normally consists of student instruction, conference/planning time, and a duty-free lunch period.

The duty-free lunch period for teachers, which may include passing time and noon recess, shall be the same length as the lunch/noon recess period for students in the major assigned building. Should a teacher accept supervisory duty in lunch rooms for recess periods which fall outside the scope of his/her regular assignments as established by the administration, he/she will be given additional remuneration at a rate negotiated by the Board of Education and the Association.

All teachers shall be guaranteed a minimum of one conference/planning period within the regular student day equal in length to a class period in the major assigned building unless an emergency necessitates the principal requiring a teacher to substitute in an unsupervised classroom. This provision may be modified by mutual agreement of principal and teacher provided conference/planning time is not reduced.

Elementary conference/planning time shall be scheduled daily as provided above whenever possible, but shall in no event be less than two hundred (200) minutes per week, scheduled at least four days per week.

- B. All teachers shall attend meetings called by the administration as a regular part of their teaching assignment unless otherwise excused by the administration. The superintendent or a building principal may call staff meetings of personnel from time to time. Sufficient notice of such meetings will be given whenever practicable. Such meetings may exceed the normal work day no more than six (6) times per year and will include sufficient notice, a statement that the meeting is "not for professional development," and ending time if the meeting time is to exceed the normal work day. In any event, said meeting shall not last more than one and one-half (1½) hours beyond the teacher's normal work day. Such notice shall include the number of extended staff meetings remaining.
- C. The Superintendent will invite the Association President or his/her designee and Department Chairpersons to meet with the building principals prior to the opening of school year and as needed to review elementary specials, middle school and high school assignments to determine if there are ways to effectively reduce the number of preparations assigned to each teacher. The Superintendent shall review and consider recommendations made by the Association President.
- D. The parties recognize that any changes in state regulations regarding hours/days must be met.

- E. The Board and the Association recognize that the primary responsibility of the classroom teacher is to teach, and that his/her professional priority should be in the classroom with the students.

It is also recognized that teacher involvement on District and building level committees is desirable and necessary if the District is to provide improved instructional and educational opportunities for students.

The following steps should be taken to reduce the number of teacher release days from the classroom to serve on District and building level committee:

1. Teachers will be asked to serve on no more than two (2) committees at a time and no more than three (3) in a year. Teachers may volunteer for additional committee work.
2. During the first committee meeting of the school year, the chairperson will ask the committee members to reach a consensus regarding their preference of time, after school, after the work day, during the summer (if appropriate) or a combination of the three.
 - a. Members of district curriculum/assessment/instruction committees or NCA committees which meet after the work day or during the summer would use the meeting time to satisfy professional development time requirements.
 - b. When a committee receives permission from the superintendent in writing to meet during the summer when school is not in session, the teacher committee shall receive the workshop rate as found in Schedule B, excluding lunch time.
3. The District and the Association agree that teacher input is desirable in curriculum development. Teachers will be encouraged to participate in curriculum study on a voluntary basis.

ARTICLE VIII - TEACHING ASSIGNMENTS

- A. Teachers who will be affected by a change in grade assignments for the forthcoming school year will be notified by their building principal by the last day of the school year. Both parties realize that conditions may arise which necessitate changes after that date. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels.
- B.
 1. Any teacher employed by the District as of August 29, 1983, and subsequently transferred to an administrative or supervisory position who shall later return to teacher status shall be entitled to regain all such rights as he/she may have had under this or subsequent agreements, prior to such transfer provided there is a vacant position which the administrator is certified and qualified to fill.
 2. Any teacher who takes an administrative position within the district and returns to the bargaining unit within one calendar year from the date he/she assumes the administrative position shall maintain all seniority accrued as a bargaining unit member.
- C. If a teacher is assigned or reassigned to a new position after the 60th day prior to the opening of the school year, he/she may resign without penalty, or request a leave of absence without pay for the balance of the school year; said leave shall be granted by the Board of Education.

The request for leave without pay or resignation must be in writing in the Superintendent's office not later than ten (10) calendar days after the teacher has been notified of his/her new assignment. The leave option is limited to each teacher to one time only. The leave option is not available to a laid-off teacher.

D. SHARED TEACHING

1. Two teachers may request to share one teaching position including a written plan to implement the shared position. Such request should be presented to their respective principals and the superintendent for approval. The decision of the superintendent is final.
2. Each teacher sharing a position shall receive a pro-rated portion of his/her salary, sick leave, and personal business days.
3. The District shall pay a pro-rated premium for health benefits or the option in lieu of health benefits for all shared time teachers. Premiums for all other benefits as stated in this Agreement shall be paid by the District if the carrier will permit the coverage.
4. Each teacher participating in a shared teaching position will receive seniority pro-rated on the same basis as other teachers who take a voluntary part time assignment, as set forth in Article X.
5. Shared time request approval is for one year at a time. All requests must be submitted annually.
6. All requests for shared teaching must be submitted in writing to the principal on or before April 1 of the current year.
7. All shared time teachers will be expected to attend scheduled staff meetings. No shared time position can be for less than one-third of a day or one semester.

E. When a teacher initiates a request for an assignment that is less than full time, and when said request is granted by the District, that teacher shall receive a pro-rated share of fringe benefits paid by the Board. Further, should the District initiate the assignment of a teacher to a position that is less than full time, the District agrees to provide the affected teacher(s) with fully paid insurance benefits. The parties agree that a pro-rated share of fringe benefits shall be paid by the Board for the following two plans: Plan 1 -a pro-rated share of the premium for the health insurance programs listed in Article XIV, Section A.1, or Plan 2 - consisting of a pro-rated share of the annuity program set forth in Article XIV, Section A.2.

F. The parties agree that the educational interests of the District's students are best served when teachers are fully certificated for their assignments. In the event it is necessary for the District to seek "emergency certification" for a teacher, authorization for such certification shall be in writing from the Michigan Department of Education or other appropriate authorizing agency. The District shall provide copies of such authorizations(s) to the CEA and the affected teacher.

In the event a teacher is involuntarily assigned to teach pursuant to an "emergency certification" or outside North Central Standards, the district shall reimburse to the teacher one-half (1/2) the cost of tuition and books for course(s) that the teacher is required to take to qualify for full certification. A teacher who is involuntarily assigned to teach under such "emergency certification" shall not be required to undergo a performance review pursuant to Article XV with respect to such assignment.

ARTICLE IX - TEACHING CONDITIONS

- A. The parties recognize that the availability of adequate school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of both teachers and the District. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B.
 - 1. Because the pupil-teacher ratio is an important part of an effective educational program, the District will strive to maintain a District ratio of 27 elementary students per classroom teacher and in no case exceed a ratio of 32 students per elementary classroom teacher excepting physical education, vocal and instrumental music, health and learning center instruction.
 - 2. The District will strive to maintain a District ratio of 27 secondary students per classroom teacher. The total daily student load of a secondary classroom shall not exceed a total of 32 students multiplied by the number of classes taught excluding the areas of physical education, vocal and instrumental music, keyboarding and media center instruction.
 - 3. Recognizing that enrollment is variable through the fall count date, the District will make every reasonable effort to adjust class sizes and as the need arises will have until the fifth Friday to make all adjustments regarding the above ratios for the first semester and two weeks following the starting date of the second semester, for secondary only.
 - 4. In the event of a financial emergency created by an extreme loss of state aid or the loss of an operational millage renewal, the above stated ratios will be rendered null and void and the ratio of 40 professional non-administrative teacher personnel per 1,000 students will go into effect.
- C. Appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment and other educational technology, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties may confer from time to time for the purpose of improving the selection and use of such educational tools; provided, however, that the final decision with respect to such matters rests solely with the Board of Education of the District as subject to state law.
- D. In the event that school is closed because of snow, ice, or other such conditions beyond normal control, no bargaining unit member will be expected to report. Should the number of actual student attendance days fall below the minimum number of such days required by law in order to qualify for full state aid reimbursement, then sufficient number of student instruction days will be added to the calendar to meet the minimum number of student instruction days as required by law. Such days shall be scheduled on consecutive weekdays beginning on the last scheduled Records Day in June, with the date of scheduled Records Day adjusted to the weekday after the last student instruction day. Such rescheduling shall not affect, or otherwise require, an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement.
- E. When pupils are not required to report to school or are dismissed from school due to an emergency situation such as loss of heat, water, or power, the teachers will not be required to remain in the affected building, however, the teachers may be directed to report for assignment elsewhere at the discretion of the administrator.

- F. It is mutually agreed that the primary function of the general education teacher is to provide instruction and "general care" to all students in the school environment. When health care needs or custodial needs of certified special education students routinely require adult assistance, the I.E.P.C. form shall designate an appropriate adult other than the general education teacher to fulfill these tasks. This does not preclude the need for general education teachers to carry out these responsibilities in emergency situations. When the district convenes an I.E.P.C. to determine options in placement for a medically fragile student, the receiving classroom teacher and/or appropriate staff who shall be involved with the student shall have the opportunity to attend the I.E.P.C. meeting.
- G. It is understood that the Board of Education shall, to the extent possible, balance the number of certified learning disabled, emotionally impaired, educable mentally impaired and physically and otherwise health impaired students who are mainstreamed into the general K-12 education classes, either by grade level at the elementary level or by subject matter at the secondary level.

It is further understood that this balancing may not occur in split level classes at the elementary level and in team-taught classes at the secondary level.

It is also further understood that balancing of students at the secondary level will be considered appropriate when the impairment is educationally significant as described in the student's IEP (Individual Educational Plan).

ARTICLE X - LAYOFF AND RECALL

Should conditions make necessary a reduction in the number of teachers employed by the District, the order of reduction shall be:

A. Layoff Procedure

1. Temporary employees.
2. Probationary employees.

Except: A probationary teacher may be retained for a given position if there is no certified and highly qualified tenure employee for the position.

3. Tenure employees.
 - a. Subject to certification and if highly qualified, teachers with the least seniority in the district.
 - b. If equality prevails in part a., then the teacher with the greatest number of years as a teacher shall be retained.
 - c. If equality prevails in a., and b., then the teacher with the highest degree shall be retained.
 - d. If equality prevails in a., b., and c., above, the teacher possessing the greatest number of hours beyond his/her degree shall be retained.

- e. If equality prevails in a., b., c., and d., above, the teacher to be retained shall be determined by the Superintendent of Schools.

B. Notification

1. Any employee who is to be laid-off shall be notified at least sixty (60) days prior to the effective lay-off date.
2. The Board of Education will invite the Association President or designee to meet in April for the purpose of providing information concerning annual staff reduction by lay-off, and in June for the purpose of providing information concerning the possible recall of staff.

C. Recall

A teacher whose service is terminated because of a necessary reduction in staff shall be appointed to the first vacancy in the school district for which he/she is certified and highly qualified, and recalled in reverse order of layoff as outlined in paragraph A. above.

D. Recall Procedure

1. In the event of recall, the Board shall notify a teacher of recall by certified letter, return receipt requested, at his/her last known address. A teacher shall have five (5) calendar days from receipt of the letter to notify the Board of his/her intent to return and must be able to return within ten (10) calendar days of said receipt. The notice of recall from the Board shall contain a statement of the employee's rights and obligations should s/he elect to refuse recall or request a leave of absence, and the time limits for his/her reply.
2. It is understood that failure of the teacher to meet the time limits above shall be considered the resignation of said teacher.
3. Each teacher on layoff must notify the Superintendent's office, in writing, by June 30 of each school year of the teacher's then current address and any change of address thereafter. Any teacher on layoff who fails to maintain a current mailing address on file, as evidenced by failure to respond to a certified letter from the District shall, after June 30 of the third (3rd) school year following layoff, lose all recall rights.
4. The Board shall have no obligation to recall any probationary teacher if said teacher has not been recalled within two (2) school years from the end of the school year in which the teacher was notified of layoff.
5. Refusal of recall shall be deemed job abandonment, and shall result in termination of all employment rights, unless the refusal is based upon one of the following four reasons: a legal obligation of employment with another Michigan public school district; a written contract of employment which cannot be terminated; refusal of recall to a less than comparable position to the one from which the employee was laid off (e.g., less hours, less pay, or less fringe benefits); or the employee qualifies for a leave of absence for disability, child care, military service, or hardship under the terms of Article XIII. An employee refusing recall shall state the reasons in writing, or shall apply for a leave in writing within five (5) calendar days of receipt of the letter of recall. If the District does not agree that the employee has a basis for refusal of recall or the leave request is denied, the employee shall be notified and given an opportunity to accept recall.

An employee who refuses recall because of employment obligations shall remain on the

recall list with recall rights as outlined in this Article after the term of the conflicting employment. Employees who refuse recall to less than comparable positions shall remain on the recall list with recall rights as outlined in this Article to the first comparable vacancy for which no other laid off employee has a superior right. The rights of employees who apply for a leave of absence are controlled by Article XIII.

E. Seniority

1. Seniority shall be defined as total years of service to the District computed from the first day the employee reported to work except employees hired after August 29, 1983, who will accrue seniority only for the time in the bargaining unit. Sabbatical and military leaves should not be considered an interruption of years of service. All other leaves shall not count as years of service, but seniority is computed from the first day of work excluding time on leave. However, those employees going on long term disability shall be credited with a full year of service for the school year in which the disability occurs and the following year. If a person resigns or leaves the employ of the District, other than on approved leave of absence and subsequently returns, seniority is computed from the first day after the employee returned to the employ of the District.
2. Effective with the 1988-89 school year, when a teacher initiates a request for an assignment that is less than full time and when said request is granted by the District, that teacher shall earn pro-rated seniority. Should the District initiate the assignment of a teacher to a position that is .5 or greater, the teacher shall earn full time seniority.

During the time of acknowledged layoff, the following will apply for tenure teachers only. For employees requesting voluntary leave, seniority will continue to accrue for a period of not more than two (2) years. For employees who are laid off, seniority will continue to accrue without interruption.

F. Qualifications

The parties agree that for the purposes of this agreement, qualifications will be defined as set forth below, as well as meeting the criteria of being highly qualified as defined in the elementary and Secondary Education Act. (See Appendix F). Further, the Board agrees to abide by these criteria when determining teacher qualifications.

1. Elementary

In addition to certification, the following criteria shall be required:

- a. Documented experience (teaching or non-teaching) in the subject(s) to be taught.
- b. Spectrum of teaching experiences.
- c. College credit courses in the subject(s) to be taught.
- d. North Central Standards

2. Secondary

Certification at the secondary level in the subject(s) to be taught is the normal standard. Additional qualifications shall be considered in the event that the assignment is in a teaching minor. Additional qualifications are defined as follows:

- a. Scope and level of the assignment.
 - b. North Central Standards.
 - c. Documented experiences (teaching or non-teaching) in the subject(s) to be taught.
 - d. Spectrum of teaching experiences.
3. All of the above criteria shall be used by the District in ascertaining teacher qualifications.

G. Seniority List

Six (6) copies of the annual certified seniority list shall be forwarded by the Board to the Association. The seniority list, constructed from the most senior employee to the least, shall include the first day of work, total number of years experience in the District, total number of years experience outside of the District, degree levels, current assignment and certification for each employee. This list shall be in accordance with Section E I of this Article and the list will be available prior to September 30.

- H. The parties hereby agree that in the event that a vacancy remains for which no laid off Clarenceville teacher is certified and qualified, the District will give serious consideration to filling said vacancies from the ranks of the pink slipped teachers in the Detroit Metropolitan Area (Wayne, Oakland, and Macomb Counties) provided said teacher(s) have made application for employment and have been interviewed by the District. The final decision regarding employment will rest with the District.

ARTICLE XI - VACANCIES, PROMOTIONS, AND TRANSFERS

A. Vacancies

1. A vacancy shall be defined as an unfilled bargaining unit position which the Board intends to fill including newly created or additional positions, and positions held by employees from whom the district has received written notice of retirement or other severance of employment, or for whom a leave of absence of ninety (90) school days or more has been granted (one semester is agreed to be the equivalent of ninety school days). Situations of known short term (i.e., less than ninety school days) shall not be considered to be a vacancy.
2. Whenever a vacancy in any bargaining unit position in the District shall occur, the District shall publicize the same by giving written notice of such vacancy to the C.E.A. President and providing for appropriate posting in every school building. During the summer, when school is not in session, notice of such vacancies shall be included in pay envelopes being mailed to employees who sign up by June 15th annually in the personnel office and also available in the board office to those employees who pick up their pay checks. The District will also post vacancies on its web site. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least fourteen (14) calendar days. The parties agree to waive the posting timeline in the event of a late resignation, less than fourteen (14) calendar days prior to the beginning of the school year.
3. Known vacancies for a succeeding school year will be posted in all buildings prior to the end of the school year for at least fourteen (14) calendar days. Before such vacancies

are posted reassignments within the building will be made. In the event that there will be layoffs, the layoff language in Article X will take precedent.

4. Prior to posting vacancies for a succeeding school year, the Personnel Department shall review all known vacancies and the list of laid off employees eligible for recall. S/he shall attempt to place laid off personnel in appropriate vacancies.
5. When the Personnel Department has determined the vacancies to be posted, s/he shall notify the Superintendent, the CEA President, principals of buildings with vacancies, and secondary department heads, who shall meet as promptly as possible to review assignments within buildings and planned recalls of laid off employees. The Superintendent shall consider concerns, suggestions, objections, etc. from the CEA President, department heads and principals, and shall make adjustments in placement as s/he deems appropriate. Subsequent to the Superintendent's decision, remaining vacancies for the succeeding school year shall be posted.
6. Any teacher may apply for posted vacancies. In filling such vacancy, the District agrees that the vacancy shall be filled by the most senior certified and qualified applicant, as defined in Article X, Section F, of the Agreement, provided this does not prevent the recall of a teacher on layoff.
7. Any vacancy created by this transfer process during the school year will be filled by the recall of a laid-off teacher. If no such certified and qualified staff member on layoff exists, the District shall involuntarily transfer a current employee to allow for recall of the most senior teacher on layoff.
8. In the event that no bargaining unit members are on layoff when a vacancy occurs during the school year, vacancies shall be posted, applications taken, and vacancies shall be filled as prescribed herein at the mid-year semester break, and prior to the beginning of the new school year. The District may temporarily fill a mid-semester vacancy with a substitute teacher for up to ninety (90) school days. Vacancies shall be filled no later than at the beginning of a new semester.

B. 1. Promotions Within the Bargaining Unit

The District declares its support for a policy of promotion from within its own teaching staff and will consider all District applicants for promotion. A promotion is defined as a change in position which results in additional compensation for additional duties and/or responsibilities being conducted during the regular school day. Promotions are not meant to include the taking on of additional duties in connection with extra curricular or extra-contractual activities. The posting provisions for vacancies described above apply to promotions.

2. Promotions Outside the Bargaining Unit

The District shall publicize a non-bargaining unit promotion by posting and by mailed notice to the C.E.A. President.

C. Transfers

1. Voluntary Transfers

Transfer requests by two teachers to switch positions will be honored if agreeable to the

two (2) affected principals and the Superintendent.

2. Involuntary Transfers

If it is necessary to involuntarily transfer teachers to fill vacancies, the District agrees to utilize the following procedures:

- a. The District will endeavor to inform all affected teachers as early as possible.
- b. Whenever possible, the teachers so affected will be given an opportunity to express their preference for assignment and the District will consider the teacher's identified preference when making involuntary transfers. When two or more certified and qualified teachers express a preference for the same position, the position will be awarded to the most senior certified and qualified teacher as defined in Article X, Section F, of this Agreement.
- c. No teacher will be involuntarily transferred for two (2) consecutive years without just cause.
- d. Information regarding the District's staffing needs, as it relates to involuntary transfers, will be made available to the Association, upon request.
- e. When the staffing allocation is reduced in a building and teachers must be transferred, if there are no volunteers, the least senior teacher who is certified and qualified shall be transferred. This clause shall not apply if it necessitates the hiring of a new employee while current employees are on layoff.

ARTICLE XII - LEAVE WITH PAY

- A. At the beginning of each school year, each teacher employed by the District shall be credited with a ten (10) day sick leave allowance to be used for absences from duty because of personal illness or temporary physical disability, or illness in the immediate family, or quarantine. The immediate family shall be interpreted as husband or wife, mother, father, sister, brother, son, daughter, or grandparents and the same relatives of the spouse.

In the event a person leaves the employment of the school District prior to the end of the school year, for reasons other than illness, the above ten (10) days shall be pro-rated based on a one (1) sick day per month formula. In the event a person is employed for any period of time less than the full contract year, the ten (10) days shall be pro-rated on a one (1) sick day per month formula.

The unused portion of each year's leave shall be allowed to accumulate without limit. The purpose of accumulated sick leave is for the financial protection of the teacher in the event of and during his/her extended personal illness, or illness in the immediate family as defined above. A medical statement showing a teacher's fitness to resume his/her teaching duties may be required following the granting of sick leave pay for days used from accumulated sick leave.

- B. Should a death occur in the immediate family, the teacher may be allowed (5) days at the time of bereavement without loss of pay. These days shall be in addition to the regular authorized leave with pay but shall in no event accumulate. The immediate family in this instance shall be interpreted as husband, wife, mother, father, brother, sister, son, daughter, grandparents, and the same relatives of the spouse.

- C. The parties agree to establish a sick leave bank which will be administered by the Association. The following is the procedure for the sick bank:
1. At the beginning of each school year, each new teacher or teacher returning from leave shall contribute one day of sick leave allowance to a common bank and will become a member of the sick bank.
 - a. All current employees will have the option of contributing one (1) day to the sick bank during an open enrollment period each fall.
 - b. All members of the sick bank will remain members until the sick bank is exhausted. At this time there will be a new open enrollment period available to all CEA members.
 - c. The bank shall be limited to an accumulation of not more than twice the number of cea members.
 - d. Only members who contribute to the sick bank are eligible to make withdrawals from the sick bank.
 2. CEA members who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals from the sick bank, as determined by the association, provided there are sufficient days available.
 - a. Withdrawals will be limited to no more than 30 days in any school year per individual sick bank member.
 - b. The use of days from the sick bank shall be closely regulated and use granted only after approval by a committee composed of members from each building.
 - c. Before approval of days from the sick bank the following criteria must be met.
 1. Application must be made in writing to the sick bank committee.
 2. Verification must be obtained from the payroll department that all personal sick days have been used.
 3. The member must have a doctor's certificate attesting to the dates and general nature of the illness.
 - d. Persons withdrawing sick leave days from the sick bank must contribute one (1) day to the sick bank during the next five (5) open enrollment periods if the number of days granted is ten (10) or more.
 - e. The illness or affliction precipitating a request for days from the sick bank must be for the individual member. However, the sick bank committee has the discretion to grant leave under extraordinary circumstances for the care of an immediate family member. Limited to 30 days.
 - f. The sick bank committee also has the discretion to extend beyond the 30 days limit under extraordinary circumstances for an individual sick bank member.
 - g. Leave for elective or cosmetic surgery, surgery not covered by insurance, is not covered under this agreement.

3. Any request may be denied.
 4. There is no appeal beyond the sick bank committee.
 5. The association president shall provide the district payroll office a quarterly accounting of the sick leave bank.
- D. Each teacher shall be informed of the number of sick leave hours/minutes he/she had accumulated with the first payroll check of each school year in the space provided for this information.
- E. All teachers regularly employed by the District shall be granted four (4) days per year with pay, which shall be designated personal leave, to transact personal business, providing arrangements for such leaves are made at least twenty-four (24) hours in advance with the building principal. On any given day the number of teachers using personal leave shall not exceed 20% in each building, except for the observance of religious holidays.

In the event that personal leave is not utilized it shall be added to the accumulated sick leave of such personnel. The day immediately preceding, or the day immediately following a legal holiday or school recess, will not be recognized as a personal day.

- F. Each employee will be covered by the applicable worker's compensation laws. For employees hired prior to September 1, 1994, the District will supplement the benefits as follows:

A teacher who is disabled because of an injury or disease arising out of his/her employment with the school District compensable under the Michigan Workmen's Compensation Law, shall receive from the District the difference between the benefits under the Workmen's Compensation Law and his/her regular annual salary determined as of the date of disability for the duration of such disability but not to exceed one year from the date of injury with no subtraction of sick leave. For employees hired after September 1, 1994, the District will pay up to three (3) months of benefits. Seniority accumulation will continue for the duration of such disability.

- G. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
1. Absence when a teacher is called for jury service. Any teacher shall receive the difference between jury duty and his/her regular pay.
 2. Subpoena as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any school connected proceedings.
 3. Authorized absence due to a bodily injury, inflicted by a student or injury in the line of duty not covered in Section F.
 4. Teachers who have been employed in the District for seven (7) years may apply for a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the District and shall receive a salary equivalent to the B.A. base for the year during which the leave was granted, including health and insurance benefits. Upon return from leave, the teacher shall agree to be employed a minimum of two years in the District and shall be restored to his/her former position or a like position and shall be placed on the salary schedule without penalty. Any teacher

who does not complete the two year minimum employment requirement, shall return to the District, all monies funded him/her under this Agreement as a condition of termination of employment with the District. The teacher shall obtain a performance agreement which meets these conditions prior to final approval for said sabbatical leave. Not more than one teacher shall be granted a sabbatical leave for any one school year. Request for sabbatical leave must be before February 15. The sabbatical leave is designed to provide an opportunity for a staff member to develop and/or improve professional competence and personal growth which consequently would serve to enhance the general welfare of the Clarenceville School District.

ARTICLE XIII - LEAVE WITHOUT PAY

A. Family and Medical Leave

The U.S. Department of Labor Family and Medical Leave Act of 1993 will be adhered to.

1. Upon written request under this act, the Clarenceville School District will provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they worked for the district for at least one (1) year, and for 1,250 hours over the previous 12 months: Unpaid leave must be granted for any of the following reasons:
 - a. to care for the employee's child after birth or placement for adoption or foster care;
 - b. to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
 - c. for a serious health condition that makes the employee unable to perform the employee's job.
2. The District requires a 30-day advance notice when the leave is "foreseeable." The district may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work. Taking of leave may be denied if requirements are not met.
3. For the duration of FMLA leave, the Clarenceville School District will maintain the employee's health coverage, and all health related benefits, under the plan in effect. The district may use whatever means necessary to recover health premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.
4. Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions.
5. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
6. Under some circumstances, employees may take FMLA leave intermittently--which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. This is usually taken when medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.

7. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
8. The employer will require the employee to use accrued paid leave (such as sick leave) to cover some or all of the FMLA leave.

B. Personal Leave

1. Leaves of absence without pay, may be granted upon written request of a teacher for a period not to exceed one (1) year, subject to renewal at the will of the Board. The Board agrees to give consideration to all requests for voluntary unpaid leaves of absence during the period of impending or actual lay off.
2. All teachers who receive a leave of absence without pay must notify the District in writing, of their desire to return, by April 1 each year except in the case of an unpaid medical leave. Failure to comply shall deem the leave terminated.
3. Teachers on leave of absence shall retain their accumulated sick leave allowance. No leave of absence shall extend beyond two years unless an unusual condition exists which would allow the teacher to submit a written request for an extension to the Board of Education.
4. A teacher whose personal illness extends beyond the period compensated for under Article XII shall be granted a leave of absence without pay for the duration of the disability but not to exceed one year unless reapplied for. It is agreed that normally thirty (30) days notice of intent to return would be required. However, in no case would less than fourteen (14) calendar days notice be accepted for return to work.

C. Military Leave

Military leaves of absence without pay shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States, not to exceed one regular term of service. Personnel returning from military leave must request reinstatement and such request must be accompanied by proof that he/she is qualified to perform the duties of this employment with the District. The application for reinstatement must be made within 90 days from the date of honorable separation from service. Teachers on military leave shall be given the benefits of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.

D. Special Leave

A leave of absence without pay may be granted for up to one semester by the Board of Education to a teacher who gives detailed information indicating family or personal hardship or other extenuating circumstances. Such information shall be kept confidential. Additional leave time may be granted upon review by the Board of Education.

Upon verification of employment, teachers on authorized leave to participate in the Peace Corps, Job Corps, foreign military or exchange teaching program shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.

E. Return from Leave

At the end of his/her leave of absence, a teacher must return to employment unless she/he applies for and is granted another leave of absence. If the Board exercises its discretion to deny such a request, the teacher shall be notified of this fact in writing, along with notice that failure to return to active employment may constitute job abandonment and the attendant loss of employment with the District, and she/he shall be given a reasonable period of time to return to active employment. If, at the end of a leave, a vacancy does not exist for the employee, she/he shall be returned to the list of active employees and staffed in accordance with the Lay-off and Recall Article of this Agreement, Article X.

ARTICLE XIV - INSURANCE PROTECTION

A. In addition to other compensation provided in this Agreement, the District shall pay the premium for one of the following plans (determined annually by the employee during the open enrollment period) for each teacher in the District:

- MESSA Super Care 1 health insurance, with the MESSA Care Rider, including a two dollar (\$2.00) co-payment for prescription drugs, or
- MESSA Choices health insurance plan.

From September 1, 2004, through August 31, 2005, the Board shall pay the full amount of the monthly premium up to \$959.09. If the premium is less than \$959.09 per month, the Board shall pay the total difference into the CEA Insurance Fund simultaneously with the total payment of the monthly premium. If the premium is greater than \$959.09, the CEA Insurance Fund shall be used to supplement the Board's payment so that bargaining unit members will not be required to pay the additional cost of the premium.

Employees who elect MESSA Choices for the 2004-05 school year, the Board agrees that the out-of-pocket expense shall equal \$55.00 per pay for 26 pays or \$70.00 per pay for 21 pays.

For the 2005-06 and 2006-07 school years, the Board shall pay the monthly premium up to 15% increase of the MESSA increase each year. If the MESSA increase is less than 15%, the cap will increase accordingly.

In the event the CEA Insurance Fund is depleted to the extent that insufficient funds remain to pay supplemental payments as described herein, the CEA may make such changes in the insurance plan as will cause the monthly premium to be decreased to a level that is within the parameters prescribed herein. Alternatively, payments shall be made by individual bargaining unit members to supplement the difference in premium cost and such payments may be made through a Section 125 plan with pre-tax funds from salary reduction authorized by individual participants.

Any teacher not enrolled in the program above will receive an annual cash payment of \$1,800 which can be put into a tax sheltered annuity under Section D. below.

- B. The District shall pay the premium for a liability insurance policy to include instructional personnel providing a \$1,000,000 coverage.
- C. The District shall pay the premium for \$30,000 term life insurance policy with accidental death and dismemberment benefits for each teacher.
- D. Upon individual authorization, the District shall deduct a tax sheltered annuity payment for that individual not more than once each paycheck. Said deduction shall only be paid to companies

selected by the CEA Executive Board not to exceed twelve (12) companies.

- E. The District shall pay the premium for a long-term disability insurance for each teacher in the amount of 60 days waiting period, $66 \frac{2}{3}$ of salary up to a maximum of \$4,000 per month as outlined in the policy.
- F. The District shall pay the premium for MESSA dental care program for all employees of the bargaining unit and their eligible dependents, Plan E-07, (80% Class I benefits, 80% Class II benefits, 80% Class III benefits). However, any employee covered by another group dental plan shall not be eligible for MESSA dental care program, Plan E-07 above, but shall be eligible for MESSA dental care program Plan C.01 (50% Class I benefits, 50% Class II benefits, 50% Class III benefits) with both internal and external coordination of benefits.
- G. The District shall pay the premium without cost to the employee for MESSA VSP-2 for all teachers and their eligible dependents.
- H. General Provision Regarding Insurance Protection

- 1. A teacher employed prior to November 1 who fulfills his/her contract and resigns or is laid-off at the end of the students' school year, shall have the group coverage continued at District expense from June 30 - August 31.

Employees hired after November 1 will have fringe benefits from June 30 - August 31 pro-rated for the length of service during the students' school year.

(Example: Teacher hired on February 1 and completes school year would have fringe benefits paid by the District from June 30 - July 30 ($\frac{5}{10}$ of year = 2 June 30 - August 31.)

- 2. The District shall have no obligation to continue payment for insurance benefits in the event that compensation is terminated for any reason; except, in the case of those teachers receiving long-term disability benefits, said teachers shall continue to receive all insurance coverages paid for by the Board on a continuous basis for twelve (12) months after qualifying for LTD benefits. The employee may continue the insurance benefits at their own expense, provided the policy allows them to do so.
- 3. The District shall have no liability for the payment of any benefits, proceeds, or other provisions of insurance plans, but shall be required only to remit the funds in accordance with the written authorization from each person and then no more often than once each month.
- 4. The District shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31 unless otherwise provided in this Agreement. The open enrollment period shall be jointly established by the District, the Association and MESSA, including opportunities for summer pre-enrollment and fall open enrollment. The District shall be responsible for providing insurance information including applications and claim materials supplied by the carrier.
- 5. Payroll deductions shall be available for all MESSA and MEA Financial Services programs.

ARTICLE XV - TEACHER PERFORMANCE REVIEW

- A. The primary purpose of evaluation is the improvement of instruction. The Teacher Performance Review has been designed to assist in improving teacher performance.
- B. The Teacher Performance Review form, (Appendix D.1.) shall be used. The Criteria for Teacher Performance Review, (Appendix D.2.) shall be placed in the teacher handbook and used.
- C. The principal or supervisor shall conduct a minimum of three performance reviews and pre-observation data sheets (Appendix D.3.) for each probationary teacher. At least two performance reviews shall take place during the first semester and at least one shall be scheduled during the second semester but prior to March 15.

Tenure teachers shall have a performance review for the purpose of evaluation at least once every three years or annually at a teacher's request. The performance review shall be based primarily upon classroom observations as outlined on the pre-conference sheets.

Observations of classroom performance shall be for not less than one class period. Observations shall not occur on the day before a scheduled vacation or holiday, and unless as a follow-up to an earlier evaluation, no initial observations shall occur after May 15 of each year.

All monitoring or observations of the classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

- D. The performance review shall include:
 - 1. Pre-conference in which the administrator or supervisor and teacher review the procedures to be used for evaluation, the criteria to be used, the instrument to be used, and the date for observations.
 - 2. Classroom observations.
 - 3. Post-observation conferences.
 - 4. A written evaluation.

The evaluation shall be reduced to writing and a signed and dated copy given to the teacher within ten (10) days of the completion of the classroom observations. In the event a teacher desires to write a comment in regard to his/her review or written evaluation, the teacher may do so within five (5) school days and have it attached to his/her written evaluation or a statement may be placed in the teacher's personnel file.

- E. The performance review shall be the primary method the principal or supervisor uses to make specific recommendations regarding methods and procedures a teacher can utilize to improve instruction. If a principal or supervisor believes a teacher is doing unsatisfactory work, the instructional deficiencies and specific ways in which the teacher is to improve and the assistance to be given by the administrator will be reflected in a written Individualized Development Plan (Appendix D.4.) to be presented to and discussed with the teacher.

The teacher may submit a response to the plan which shall be attached to the plan. A period of forty-five teaching days will be granted in order to improve the teacher's performance.

During this period, conferences between the administrator and teacher will take place to review the teacher's progress and provide support. The teacher shall have the right of representation in any conference.

- F. Following the expiration of the above mentioned period, if the teacher's instructional performance has not improved, an updated copy of the written Individualized Development Plan will be given to the teacher. An Intensive Assistance Program (Appendix D.5.) prescribing further recommendations shall be instituted.

The Intensive Assistance Program will enumerate the specific instructional deficiencies and prescription for improvement. The document will set a time limit of no less than one hundred thirty-five teaching days to correct the deficiencies. The document will specify the precise consequences should the teacher fail to attain the level of improvement prescribed by the administration.

- G. Dismissal of any teacher shall be in accordance with the procedures set forth in the Teacher Tenure Act. Any complaint against a bargaining unit member by any person, including any parent of a student, must be brought to the attention of the bargaining unit member, and the CEA President forthwith. In the event a teacher is going to be disciplined, the District will notify the CEA President along with the teachers.
- H. All administrators involved in observations/evaluations shall be trained in the evaluation criteria and procedures set forth in this Agreement.
- I. Teachers assigned to more than one building may request evaluation in all buildings involved if the teacher wishes to have the entire assignment evaluated. Such request will be honored but should not exceed one evaluation per building per year. No teacher who is assigned to a building for only one period a day will be formally evaluated for the first semester of an assignment for which he/she has minimal or no experience.
- J. The Board agrees that the performance review shall not be used as punishment, discipline, or reprimand. It is understood and agreed by the parties that the performance review is subject to the grievance procedure.
- K. A teacher who is going to receive an unsatisfactory evaluation shall be informed that it would be in his/her best interest to contact the Association President to be present and/or the CEA Building Representative at their post observation conference.
- L. The Board and the Association agree to form a study group during the 2004-05 school year to study/develop a new format for the evaluation process.

ARTICLE XVI - PROTECTION OF TEACHERS

- A. The teacher has the responsibility to maintain control and discipline in the classroom. The District has the responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline.
- B. A teacher may exclude a pupil from class when the offense, in the teacher's opinion, is serious or when the student is causing an uncontrollable disruption. The excluded pupil must be sent to the proper administrator. In such cases, the teacher shall furnish the administrator, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The student shall not be returned to class without a written disposition to the teacher by the

administrator or delegate handling the incident. A teacher may request of the administrator that a conference be held between the student, teacher, parent/guardian of the student, and the responsible administrator. Such conference shall be scheduled as soon as possible and practical. Progressive discipline procedures will be reinforced and/or established during this conference. Suspension of students may not be imposed by a teacher, but may be recommended to the administrator by the teacher. (Note: The above wording is accepted with the following understanding: The telephone could be used for a conference with a student's parent or guardian. The intent of the language is that if a conference is requested by a teacher, a conference shall be held. The administration shall use progressive discipline procedures that demonstrate for the courts that rules have been enforced and that a student's rights have not been violated.)

- C. Teachers shall exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- D. Any case of assault upon a teacher arising out of the course of employment shall be reported promptly to the Board or its designated representative. If the assault was by a student, the student will immediately be excluded from the teacher's class while the building administrator recommends a suitable course of action, in accordance with Board policy.

The Board or its designated representative (who may be legal counsel for the District), may investigate the matter, and shall consult with the teacher concerning his/her rights with respect to such assault, if requested by the teacher. Thereafter, the Board shall have no obligation to provide any further assistance of counsel except as set forth herein.

ARTICLE XVII - NEGOTIATION PROCEDURE

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between said parties from time to time during the period of this Agreement and only by mutual consent. The parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and receiving any such matters.
- B. Subject to Article I.B., the parties will begin negotiations for additions, deletion or amendments to this Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the District, not later than 90 days prior to the expiration of this Agreement.
- C. Each party shall have the right to control and select its own bargaining representatives. No amendment to this Agreement shall be effective unless ratified by the Board of Education of the District, and the Association.

The parties mutually pledge that representatives selected by each shall be clothed with all necessary responsibility to make proposals and consider proposals subject to ultimate ratification.

ARTICLE XVIII - GRIEVANCE PROCEDURES

- A. Definitions:

A Grievance shall mean a claim by the Association, or teacher, that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. Any such claim shall be resolved through the procedures set forth herein.

An Aggrieved Person is the person or persons making the claim.

The term "days" when used in this section shall, except where otherwise indicated, mean working school days.

The term "days" shall mean calendar days if the grievance is filed on or about May 15 of the then current school year. The time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

B. General Principles:

1. Nothing herein contained in the terms and conditions of this grievance procedure shall be construed to deny any teacher or the District of any rights afforded under the laws of the State of Michigan or the United States of America.
2. It shall be the purpose of the parties to encourage the prompt and informal resolution of the employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints. The aggrieved may be represented at all meetings and all hearings at all steps and stages of the grievance procedure by the Association. If in the judgment of the Association a grievance affects a group or class of teachers, the Association may process the grievance through all levels of the grievance procedure, or submit such grievance in writing to the Superintendent directly, and the processing of such a grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Association to proceed to the next step of the procedure. Failure to appeal a decision within a specified time limit shall be deemed an acceptance of the decision.

3. Failure to file a complaint or grievance within the period specified shall bar the filing of the grievance.
4. It shall be the general practice to process grievance procedures during such time as to not interfere with regularly assigned duties. Provided, however, in the event it is deemed necessary or it is requested as a matter of convenience by the District representative to hold proceedings during the regular hours, a teacher engaged during the school day in negotiating in his/her own behalf or on behalf of the Association with any representative of the District or participating in any grievance procedure, shall be released from regular duties without loss of salary or any other leave.
5. Time limits may be extended when mutually agreed upon in writing.

C. Procedure

Level One - Informal Level

The teacher with a complaint shall first discuss the matter with his/her immediate supervisor

or principal, whoever is directly concerned with the particular complaint, either individually, or with, or through the Association's representative, with the objective of resolving the matter informally.

The teacher having a complaint shall bring the matter to the attention of his/her immediate supervisor and request an informal meeting to discuss the problem not later than ten (10) school days after the teacher becomes aware of the event or occurrence which is the basis of the complaint. The immediate supervisor shall make arrangements to hold such meetings within five (5) school days after receipt of the teacher's request.

Level Two - Immediate Supervisor

In the event the complaint is not satisfactorily resolved informally within five (5) days and the complainant desires that further action be taken, the complainant shall, within ten (10) days give written notice to his/her immediate supervisor that the grievance procedure is being invoked by providing the immediate supervisor with a statement of the grievance.

Within five (5) days of the receipt of the written grievance, the immediate supervisor or principal, whichever is most directly concerned, shall state his/her decision relative to the grievance in writing, together with the supporting reasons for his/her decision, and furnish one copy to the teacher, if any, who lodged the grievance, and two copies to the Association's representatives.

Level Three - Superintendent's Level

1. In the event the grievance is not satisfactorily resolved at Level Two within five (5) days, and the grievant desires that further action be taken, the grievant shall, within five (5) days, file the grievance with the Association.
2. The Association shall within ten (10) days make a judgment in the merits of the grievance. If the Association decides that the grievance lacks merit, it shall so notify the grievant and the Association's representative that the matter, insofar as the Association is concerned is closed, based on the interpretation that it is not a violation of the contract. Within five (5) days of the Association's decision, the grievant shall have the right to continue the grievance on his/her own behalf.

If the Association decides that the grievance is a violation of the contract, it shall refer such grievance in writing to the Superintendent of Schools. Within ten (10) days after the receipt of the written grievance by the Superintendent of Schools, or his/her designee, he/she and/or his/her representatives shall meet with the Association to consider the problem and to resolve it.

In an effort to improve communications, the following considerations may be given: if the Association has determined that the issue is not a grievance, however, in their opinion the issue does merit special consideration, the standing grievance committee may submit the issue to the Superintendent of Schools and the Board of Education.

Level Four - Board Level

1. If the grievance is not resolved by the Superintendent of Schools and/or his/her representatives and the Association within five (5) days of its consideration by them, it shall be referred to the Board of Education.

2. Within fifteen (15) days of receipt of the grievance by the Board of Education, three (3) representatives of the Board shall meet with the representatives of the Association to discuss and attempt to dispose of the matter. The Board shall notify the Association within ten (10) working days of the decision.
3. This Step may be waived by mutual agreement between the Superintendent and the Association.

Level Five - Arbitration

1. If the grievance is not settled at Level Four, the Board or the Association may, within ten (10) days after the date of the Board's written decision at Level Four, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the other party.
2. Within ten (10) school days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association shall make a reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) day period herein provided, either the District or the Association may, within twenty (20) school days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.
3. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
4. The arbitrator shall have no authority except to pass upon alleged violation of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the District's rights and responsibilities, except to the extent that such rights and responsibilities may be expressly limited by the terms of this Agreement.
5. The arbitrator shall conduct a hearing, prepare a written decision and notify the parties of such decision within thirty (30) calendar days of the conclusion of the hearing. The arbitrator shall be limited by the following provisions:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to rule on any of the following:
 - (1) the termination of services of or failure to re-employ a tenured teacher,
 - (2) the termination of a non-tenured, probationary teacher, except that the arbitrator may rule on the dismissal of a non-tenured probationary teacher who has completed two years of service (such ruling shall be limited to a determination of if the teacher was dismissed for arbitrary or capricious reasons per Article III, Section D.5.),
 - (3) the termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule,
 - (4) "a matter involving the content of teacher evaluation and reasons for promotion or demotion,"

- (5) any claim or complaint for which there is another remedial procedure or forum established in this Agreement and including any matter subject to the procedures specified in the Teacher Tenure Act, (Act IV Public Acts, extra session, of 1937 of Michigan, as amended).
 - c. If requested by the Association, he/she shall have the power to rule on the psychologist and social worker who after having completed not less than a two year probationary period could, after exhausting all prior levels of the grievance procedure, call for arbitration if the District terminated service or failed to re-employ them for reasons other than staff reduction by teacher seniority.
6. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. The arbitrator's fee and expenses shall be shared equally by the Board and the Association. The expense and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant. The Board shall release employees as determined by the Association for up to one day to participate in the arbitration hearing. The Association shall reimburse the Board for one-half of the substitute costs for any employee witness it uses up to three (3). Thereafter, the Association shall reimburse the total cost of substitutes for witnesses to the District.
8. A grievance which was initiated during said contract shall be continued to be processed even though said contract may have expired. It is expressly understood that should a grievance continue beyond the contract expiration date, said grievance must be restricted to the contract under which it was initiated.

ARTICLE XIX - STRIKES AND SANCTIONS

The Association will in no way encourage strike action of any type during the life of this Agreement against the Clarenceville School District.

ARTICLE XX - PROFESSIONAL STUDY/PROFESSIONAL DEVELOPMENT

- A. The parties recognize that in our rapidly changing society teachers must constantly review curriculum contents, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. Teachers shall take advantage of the various workshop conferences, etc., designed to improve the quality of instruction.
- B. Probationary Teachers' Professional Development Requirements

Probationary teachers in their first three (3) years of employment shall receive intensive professional development induction into teaching, consisting of at least fifteen (15) days of professional development, based upon a professional development plan which includes classroom management and instructional delivery activities. The Michigan Department of Education considers a professional development day to consist of six (6) hours of instructional time. Probationary teachers should consult their *Probationary Teacher Requirements* packet (provided by the District) for more information.

Probationary teachers' induction activities are in addition to the professional development hours provided below for all teachers.

C. Professional Development for All District Teachers

1. To satisfy Michigan's provisions for professional development, the Board shall provide for five (5) days of professional development. A "day" shall be defined as six (6) clock hours, except that for teachers whose assignment is less than full time, the professional development "day" shall be equal to the number of assigned teaching hours.
2. As a part of his/her annual professional development plan, each teacher will be expected to participate five (5) days [thirty (30) hours], as provided in section 1527 of the Michigan School Code. The activities are provided in the following categories:
 - a. District Choice: Six (6) hours annually.
 - b. Building Choice: At least six (6) to twelve (12) hours annually.
 - c. Teacher Choice: Up to eighteen (18) hours annually.

<u>Year</u>	<u>District</u>	<u>Building</u>	<u>Teacher Choice</u>	<u>Total</u>
Current	6 hours	6 or more	up to 18 hours	30 hours

3. Each teacher will be provided with a Professional Development form (Appendix E) to be used to document annual professional development hours. Activities should normally be at least one hour long in order to be recorded. A teacher who is absent from the District professional development activities will need to accumulate those hours in the "Building" or "Teacher Choice" categories.
4. Teachers who attend workshops that meet after the workday or during the summer would have the option of either:
 - a. using the meeting time to satisfy professional development time requirements, or;
 - b. receiving the workshop hourly rate specified in Schedule B.
5. Staff members attending approved professional development activities will be reimbursed for their registration fees, mileage, and other expenses following the district guidelines outlined in the *Procedures for Attending Professional Development Activities* packet, which is incorporated herein by reference.

D. Building Choice Professional Development Provisions

1. Each building will establish a Professional Development Committee consisting of 1) the principal or his/her designee, 2) a teacher chosen by the principal, 3) the CEA building representative or his/her designee, and 4) a teacher chosen by the CEA building representative.
2. Building Choice Activities: The following professional development activities may be used to meet the "Building Choice" professional development hours. Each activity must relate directly to the improvement of the school's curriculum, instruction or assessment.

Teachers who accumulate more than six (6) hours of Building Choice time may use those additional hours to meet their Teacher Choice requirements.

3. Professional development activities which are not covered by one of the categories listed below must be approved by the building's Professional Development Committee. ("Building Choice" activities may be used to meet "Teacher Choice" hours.)

- Workshops or education training
- Building activities related to NCA school improvement
- Grade level or department meetings to work on curriculum, instruction or assessment
- School, department or grade level meetings to work on the analysis of test data or the implementation of student achievement improvement strategies
- Viewing and discussing videos on the improvement of instruction or assessment
- Professional reading discussion groups
- Visitation/observation of programs or people related to the teacher's assignment
- Participation in parent curriculum and instruction programs
- Individual or group plan approved by the building Professional Development Committee

4. Teacher Choice Professional Development Provisions

The following professional development activities may be used to meet the "Teacher Choice" professional development hours. Each activity must relate directly to the improvement of district or individual curriculum, instruction or assessment. Professional development activities which are not covered by one of the categories listed below must be approved by the building principal or appropriate District administrator.

- Conferences, workshops or educational training
- Participation in professional organization meetings
- Participation in district curriculum committee meetings
- Participation in district or building NCA committee meetings
- Review and selection of district or building instructional materials
- Grade level or department meetings to develop curriculum, instruction or assessment
- School, department or grade level meetings to work on the analysis of test data or the implementation of student achievement improvement strategies
- Mentor/mentee training and meetings - up to two (2) hours may be earned for attending a school board meeting and discussing it
- Viewing and discussing videos on the improvement of instruction or assessment
- Professional reading discussion groups
- Visitation/observation of programs or people related to the teacher's assignment
- Presenting at a workshop, conference or seminar
- Up to two (2) hours may be counted for workshops directly related to the teacher's compensated extra-curricular activity
- Individual or group plan approved by the building principal or appropriate district administrator

5. Time Frame for Professional Development Activities

- a. Teachers who work less than full time will accumulate hours proportional to their

teaching day [i.e., a teacher who works four (4) hours per day will accumulate one (1) "day" of professional development credit for each four (4) hours.]

- b. Documented professional development hours are to be completed and turned in to the building principal by June 1 of each year on the form provided in Appendix E.
- c. Beginning June 1, 2001, activities that take place after June 1 of each year will qualify for credit for the following school year.

E. Professional Meetings

- 1. One (1) day per year may be allowed each instructional staff member having a special interest in a specific subject area, meeting or conference related to district or building instructional goals. Such a day may be allowed for attendance at a conference or meeting involving student groups of which the instructor is an advisor.
- 2. In case of several meetings of the same department or activity, teachers will attend the meeting nearest this District.
- 3. Teachers desiring to attend such meetings shall make application to the building principal not less than one week prior to the meeting date.
- 4. A brief resume or outline of the sessions attended may be turned in at the building principal's request not later than one week after the meetings.
- 5. Requests for payment of expenses incurred by an individual shall be presented to the Board of Education. Bills and an itemized statement shall accompany all such requests. A copy of the report referred to in No. 4 shall be attached to the bills and itemized statement.
- 6. Annually each building shall be budgeted a specific amount of money for all conference expenses including the cost of substitutes. It shall be the responsibility of the building administrator to manage the funds so allocated.
- 7. An individual school's request for professional staff development funding is dependent on total funds received from the state, other building's requests and funds for probationary teachers.

F. Mentor Teachers

- 1. A mentor teacher shall perform the duties as specified in Section 1526 of the School Code. Section 1526 states: "For the first 3 years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to 1 or more master teachers, or college professors or retired master teachers, who shall act as a mentor or mentors to the teacher." A mentor teacher should be a master teacher who has demonstrated excellence in teaching, excellence in working with adults and has participated in professional development to remain current and maintain a high level of expertise. If possible, a mentor teacher should be a practitioner in the same certification and located in the same building as the new teacher.
- 2. Preference will be given to members of the bargaining unit in appointing mentor teachers.

3. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher by the Association. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening, collegial fashion.
4. A mentor teacher shall be assigned in accordance with the following:
 - a. The mentor teacher shall possess tenure and meet the qualifications described in section F.1 above.
 - b. Participation as a mentor teacher shall be voluntary.
 - c. The district shall immediately notify the Association of those new teachers requiring a mentor assignment or of any affected new teacher whose classroom assignment has changed.
 - d. The Association will make every effort to assign a mentor to each new teacher at least one week prior to the opening of school each year or within one week of the hiring of the new teacher, should that take place after the opening of school.
 - e. The Association will notify personnel by mail, telephone or e-mail as soon as the mentor has been assigned. The assignment of the mentor teacher shall be finalized by the administration within twenty (20) work days after the notification. If no mentor teacher can be matched with a new teacher by the Association, the administration will seek teacher mentors from other sources, concurrent with Section 1526 of the State Code.
 - f. The new teacher shall only be assigned to one (1) mentor teacher at a time.
 - g. The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and the new teacher at the end of each semester. The appointment may be renewed in succeeding years. The Association will notify personnel of any mentor changes within one week of the change.
5. The mentor teacher assigned to each new teacher is expected to:
 - a. Meet with the new teacher prior to the beginning of the school year, preferably during the new teacher orientation program. Mentors of teachers hired after the opening of school will meet with the new teacher within one week of the hiring date.
 - b. Use the Clarenceville Education Association Mentor Teacher Program handbook and complete the checklist on pages 8 – 10. This completed checklist will be sent to personnel with the request for first semester payment.
 - c. Use the Mentor/Mentee Contact Log in the Clarenceville Education Association Mentor Teacher Program handbook to keep records of contacts with the new teacher. The Contact Log for each semester will be sent to personnel with the request for payment.
6. Because the purpose of the mentor/new teacher match is to acclimate the new teacher 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 new teacher. Neither the mentor teacher nor new 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 new teacher, nor shall the new teacher be called as a witness in any grievance or administrative hearing involving the mentor teacher.

7. Upon request, the administration may make available release time so the mentor teacher may work with the new teacher in his/her assignment during the work day. When possible, the mentor teacher and new teacher shall be assigned common preparation time.
8. At the end of each semester, the mentor teacher must send the completed Mentor/Mentee Contact Log (from the Clarenceville Education Association Mentor Teacher Program handbook) to personnel. The checklist from the handbook should accompany the first semester log. Upon receipt of the above, a stipend of \$125.00 per semester will be provided to mentor teachers.

ARTICLE XXI - MISCELLANEOUS PROVISIONS

- A. The District shall strive to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number to call to report unavailability for duty. Teachers shall inform the District of their unavailability to report for duty before 6:45 a.m. on the day of their unavailability. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Failure to report unavailability shall result in loss of pay for that day.
- B.
 1. In the event of absence of a regularly assigned "enrichment subject" teacher in the elementary grades, the District shall attempt to obtain a fully certified substitute.
 2. Regularly assigned "enrichment subject" teachers shall not be used as substitutes for regular classroom teachers--except in cases of emergency. Any prearranged meeting necessitating a teacher's absence from the classroom shall not be considered an emergency.
 3. If no substitute teacher is available, teachers in that building shall be paid for substituting in those "enrichment periods" not covered by the regularly assigned teacher. A reasonable effort will be made to offer the subject matter which would normally have been taught.
- C. This Agreement shall supersede any rules and/or regulations of the District which are contrary to or inconsistent with the terms herein. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the District.
- D. Copies of this Agreement shall be printed at the expense of the District within thirty (30) days after the Agreement is signed and presented to teachers now employed or hereafter employed by the District. The District shall furnish copies of the Agreement to the Association for its use.

- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid; but all other provisions or applications shall continue in full force and effect in accordance with this written Agreement. In such instances, the parties shall meet to negotiate appropriate provision(s) to replace that (those) deemed invalid. Such meeting(s) may be called by either party and meeting dates and times mutually arranged.
- F. Teachers are normally paid on a twenty-one pay basis. Those however, who desire, may elect to be paid on a twenty-six pay (12 month) basis. Anyone desiring the extended payment program should notify the payroll office prior to the first pay period. Once the selection is made it cannot be changed during that year. However, teachers being paid on a twenty-six pay basis may elect the option of collecting the unpaid balance at the close of the regular school year provided that a written request for such payment has been made to the business office at least thirty (30) days before the close of school. If a person terminates his/her employment with the District, he/she may, upon a three week notice, receive the monies due him/her in a lump sum payment; however, severance and/or sick pay benefits shall be paid within ninety (90) days unless mutually agreed to by the District and the employee.
- G. In the event that the district is considering annexation or consolidation with another district(s), it will notify the CEA of same and allow the Association to provide input to the Board.
- H. The District and the Association agree that teacher input is desirable in curriculum development. Teachers will be encouraged to participate in curriculum study on a voluntary basis.
- I. No expansion, change, or modification of the Channel One program shall occur without the involvement of the Association in the evaluation of the current program.
- J. Academies/Notice to the Association
 - 1. The Association and the Board agree to provide each other with information of an application to an ISD, community college, or public university that may operate within the boundary of the school District.
 - 2. Information

The Board agrees to furnish the Association with all available information concerning the application to authorize a public school academy, including but not limited to: the identification of the applicant(s), the proposed members of the academy's board of directors, the proposed articles of incorporation, the purposes of the academy, its proposed bylaws, governance structure, educational goals, curriculum admissions policies/criteria, calendar and school day schedule, staff responsibilities, and all other relevant information. The Board agrees to meet with the Association representatives to discuss, clarify, or supplement the information provided to the Association. The applicant seeking authorization may be included in these discussions.

ARTICLE XXII - RETIREMENT SEVERANCE PAY

Any teacher who was employed by the District prior to September 30, 1986, who severs his/her employment from the District shall be entitled to receive one-half (1/2) of his/her accumulated sick days, not to exceed 100 days, paid at his/her current daily rate.

Any teacher employed by the District after September 30, 1986, who severs his/her employment prior to retirement from the District, shall be entitled to receive one-half (1/2) of his/her unused accumulated sick days, not to exceed 100 days, paid at a rate of sixty dollars (\$60.00) per day. If that teacher should retire from the District, he/she shall be entitled to receive one-half (1/2) of his/her unused accumulated sick days, not to exceed 100 days, paid at his/her current daily rate. (Retirement is defined as an individual who is eligible for and received a pension from the Michigan Public School Employees Retirement Fund.)

Current daily rate per diem shall be based on a 184-day work year. This provision is a grandfathering for the length of this contract only.

Any teacher employed after October 1, 1994, shall not be entitled to any benefits under this Article. The severance pay shall be paid through a 401(a).

ARTICLE XXIII - LONGEVITY

- A. A teacher who has accumulated twenty-five (25) years of service credit, of which at least ten (10) years must be in the Clarenceville School District will receive a \$1,500 longevity stipend.

The longevity step is found in Schedule A and will be pro-rated throughout the regular pay periods. If there is a dispute as to the number of years of service credit an employee has earned, the employee must furnish a statement from the Michigan Public School Retirement System indicating the number of years of service credit he/she has earned.

- B. For teachers employed after October 1, 1994, a longevity step will begin after a teacher has earned fifteen (15) years of service credit and after a teacher has earned twenty (20) years of service credit. The monetary figures do not compound from one year to the next.

16th year through 20th year	=	\$300
21st year through 25th year	=	\$500

ARTICLE XXIV -- PRESIDENT'S RELEASE TIME

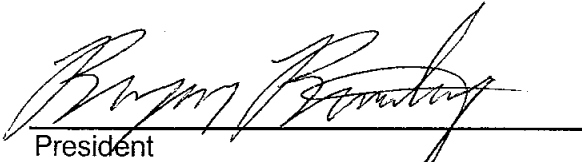
The Association President shall be released the equivalent of ten (10) days per year at Board expense for the performance of Association business. Scheduling of such days shall be done by the Association President and his/her immediate supervisor.

ARTICLE XXV - DURATION OF AGREEMENT

This Agreement shall be effective as of August 31, 2004, through August 31, 2007.

This Agreement shall not be extended orally and it is expressly understood that it shall expire as indicated above.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives.




President

Clarenceville Board of Education



Secretary

20210 Middlebelt Road

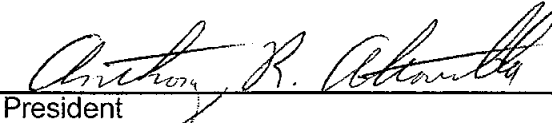


Superintendent of Schools

Livonia, Michigan 48152

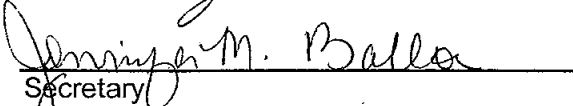
August 12, 2004

Date



President

Clarenceville Education Association
MEA / NEA



Secretary

August 12, 2004

Date

CONTRACT ADDENDUM

SCHEDULE A

1. The Board of Education shall pay the premium to the Michigan Public Employees Retirement Fund for all rates of pay outlined in Schedule A, Parts I and II, except reimbursements, i.e., travel.
2. The Board reserves the right, based upon district needs, to establish the beginning salary for a new teacher from Step One to an unlimited amount of years based upon previous teaching experience or comparable experience gained outside of the district.
3. In addition to the salaries for Bachelor's or Master's degree, the salary schedule (Schedule A) will reflect additional salary amounts to be paid in accordance with the following minimum number of credits earned:

B.A. +10, B.A. +20, B.A. +30

M.A. +10, M.A. +20, M.A. +30

Salary adjustments for a degree change (B.A. to M.A.) will be made at the beginning of the first and second semesters. Verification of degree change must be received by the central office by September 1, or by January 20 for second semester salary adjustment. In addition to the January 20 deadline, a teacher who wishes to qualify for second semester salary adjustment must notify the personnel office, in writing, prior to December 1, that s/he plans to complete all course requirements before the end of the District's first semester. Payments at the new (adjusted) rate shall begin at the first pay period after the beginning of the second semester, and shall not be retroactive.

Salary adjustments for credits earned in the above categories will be made at the beginning of the first and second semesters, and will not be retroactive. Verification of such credits must be received by the personnel office by September 1 for first semester adjustment, or by January 20 for second semester adjustment. Payments at the new (adjusted) rate shall begin at the first pay period after the beginning of the second semester, and shall not be retroactive. Credits to be counted for such adjustment must be graduate hours (or undergraduate hours taken at the recommendation of the Superintendent of Schools. Said recommendation to be in writing.)

4. College credit shall be based upon its recognition by a standard college, fully accredited by the North Central Association or by the American Association toward a standard curriculum or degree or as directed by the Superintendent of Schools and shall be in semester hours, as shown by official transcript.
5. No teacher's contract in Michigan is legal in the absence of proper Michigan certificates. Certificate, transcripts of credits, and verified statement of experience must be on file in the office of the Board of Education during the tenure of the teacher.

6. Mileage Rate

The following allowances will be paid in accordance with the following schedule:

- 1 trip per week is \$25.00 per school year
- 2 trips per week is \$50.00 per school year
- 3 trips per week is \$75.00 per school year
- 4 trips per week is \$100.00 per school year

1 trip per day is \$125.00 per school year
2 trips per day is \$175.00 per school year
3 trips per day is \$225.00 per school year

The definition of a trip is based on one trip being automobile travel from one building to another within one day except between the Middle School and the High School buildings and between the High School and Grandview, as determined by the assigned scheduling. Monetary allowance will become an addition to the contract at the time of the assignment.

7. Should the administration determine an educational need which requires an individual to render temporary services in excess of a teacher's duties, the administration will meet with an Association (C.E.A.) committee representing the teachers to work out an acceptable remuneration. Should the position be given permanent status at a later date, the reimbursement will be set during negotiations as provided elsewhere in the contract.
8. The Board of Education may require each teacher to provide a certificate of condition of health from a reputable physician. The certificate shall be filed by the teacher in the office of the Superintendent before the teacher shall be permitted to perform any services in the school District for the then current school year.

The District may require any teacher to undergo medical examinations during the school year as the District deems necessary. Such additional examinations may provide information which could serve as the basis to terminate the service of any teacher whose conditions of physical or mental health may constitute a hazard to him/her as well as personnel or children of the District.

9. All staff members who accept student teachers shall receive whatever remuneration the District receives from the university for the student teacher.
10. A teacher who has completed a Master's degree program which requires a minimum of sixty (60) graduate semester hours, shall receive reimbursement equal to a Master's degree plus thirty (30) graduate hours.
11. A teacher who has accumulated 25 years of service credit, of which the last 10 years must be in the Clarenceville School District, will receive a \$1,500.00 longevity stipend added to the calculated B.A. or M.A. maximum each year.

SCHEDULE A

CLARENCEVILLE SCHOOL DISTRICT

2004-2005 Salary Schedule

STEP	BA	+10	+20	+30	MA	+10	+20	+30
1	35,483	35,818	36,146	36,471	38,769	39,102	39,428	39,756
2	37,438	37,774	38,100	38,427	41,152	41,485	41,813	42,140
3	39,496	39,832	40,159	40,487	43,682	44,016	44,343	44,671
4	41,669	42,003	42,328	42,657	46,370	46,702	47,028	47,356
5	43,960	44,294	44,619	44,948	49,218	49,551	49,879	50,205
6	46,379	46,713	47,040	47,368	52,250	52,581	52,910	53,237
7	48,929	49,264	49,591	49,917	55,461	55,794	56,121	56,449
8	51,620	51,954	52,279	52,609	58,873	59,208	59,535	59,861
9	54,459	54,794	55,122	55,447	62,492	62,825	63,153	63,479
10	57,454	57,787	58,116	58,443	66,336	66,669	66,998	67,323
11	60,611	60,947	61,274	61,602	73,025	73,372	73,711	74,049
+26	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500

SCHEDULE A

CLARENCEVILLE SCHOOL DISTRICT

2005-2006 Salary Schedule

STEP	BA	+10	+20	+30	MA	+10	+20	+30
1	36,193	36,534	36,869	37,200	39,544	39,884	40,217	40,551
2	38,187	38,529	38,862	39,196	41,975	42,315	42,649	42,983
3	40,286	40,629	40,962	41,297	44,556	44,896	45,230	45,564
4	42,502	42,843	43,175	43,510	47,297	47,636	47,969	48,303
5	44,839	45,180	45,511	45,847	50,202	50,542	50,877	51,209
6	47,307	47,647	47,981	48,315	53,295	53,633	53,968	54,302
7	49,908	50,249	50,583	50,915	56,570	56,910	57,243	57,578
8	52,652	52,993	53,325	53,661	60,050	60,392	60,726	61,058
9	55,548	55,890	56,224	56,556	63,742	64,082	64,416	64,749
10	58,603	58,943	59,278	59,612	67,663	68,002	68,338	68,669
11	61,823	62,166	62,499	62,834	74,486	74,839	75,185	75,530
+26	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500

SCHEDULE A

CLARENCEVILLE SCHOOL DISTRICT

2006-2007 Salary Schedule

STEP	BA	+10	+20	+30	MA	+10	+20	+30
1	36,917	37,265	37,606	37,944	40,335	40,682	41,021	41,362
2	38,951	39,300	39,639	39,980	42,815	43,161	43,502	43,843
3	41,092	41,442	41,781	42,123	45,447	45,794	46,135	46,475
4	43,352	43,700	44,039	44,380	48,243	48,589	48,928	49,269
5	45,736	46,084	46,421	46,764	51,206	51,553	51,895	52,233
6	48,253	48,600	48,941	49,281	54,361	54,706	55,047	55,388
7	50,906	51,254	51,595	51,933	57,701	58,048	58,388	58,730
8	53,705	54,053	54,392	54,734	61,251	61,600	61,941	62,279
9	56,659	57,008	57,348	57,687	65,017	65,364	65,704	66,044
10	59,775	60,122	60,464	60,804	69,016	69,362	69,705	70,042
11	63,059	63,409	63,749	64,091	75,976	76,336	76,689	77,041
+26	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500

NOTE: The above salary schedule reflects a 2.0% increase over the 2005-2006 schedule.

Should the District's 2006-2007 foundation (including all state aid foundation categoricals) increase by more than 2.0%, the above schedule will be adjusted to reflect the same percentage increase as the District's 2006-2007 foundation increase up to a maximum of 3%.

**SCHEDULE B
EXTRA-CURRICULUM ACTIVITIES**

The following activities shall be paid at the base rate indicated. Schedule B shall be improved at the same rate agreed upon as the factor to improve the salary schedule which appears in Schedule A of this Agreement. The District will determine whether an activity or position will take place and/or be funded within any given year.

Payment for seasonal activities shall be made in two equal pays - one halfway through the activity and the remainder at the completion of the activity. Annual activities shall be paid on a pro-rated annual basis. The District shall review the initial enrollment to determine whether or not there are sufficient numbers to warrant the activity. If, during the course of the activity, the enrollment drops below a determined number, the District shall have the right to terminate the activity and pay a pro-rated amount of remuneration. A report form regarding the activity shall accompany the request for payment.

Experience Factor - Add the following:

1 Year	2 Years	3 Years	4 Years	5 Years
\$100	\$200	\$300	\$400	\$500

The following percentages are based on the numbers for the year indicated:

2004-2005	2005-2006	2006-2007
\$34,958	\$35,657	\$36,370

HIGH SCHOOL ACTIVITIES COORDINATOR	Percentage
Fall	9
Winter	7
Spring	5
FOOTBALL	
Varsity Head Coach	14
Varsity Assistant #1	9
Varsity Assistant(s) #2, #3 (if numbers permit)	9
Junior Varsity Head Coach	6
Junior Varsity Assistant	5

BASKETBALL	
Varsity Head Coach	14
Varsity Assistant - Boys	9
Junior Varsity Head Coach - Boys	9
Varsity Head Coach - Girls	14
Varsity Assistant - Girls	9
Junior Varsity Head Coach - Girls	9
9 th Grade Boys	7
9 th Grade Girls	7
WRESTLING	
Head Coach	13
Assistant Coach	9
SOCCER	
Head Coach	10
Assistant Coach	7
BASEBALL	
Varsity Head Coach	10
Varsity Assistant Coach	7
Junior Varsity Head Coach	7
9 th Grade Coach	5
SOFTBALL	
Varsity Head Coach	10
Varsity Assistant	7
Junior Varsity Head Coach	7
TRACK	
Head Coach - Boys	10
Head Coach - Girls	10
Assistant	7
TENNIS	
Head Coach - Boys/Girls	10

VOLLEYBALL	
Varsity Head Coach	13
Varsity Assistant	9
Junior Varsity Coach	9
CHEERLEADING	
Varsity Head Coach - First Semester	8
Varsity Head Coach - Second Semester	8
Junior Varsity - First Semester	6
Junior Varsity - Second Semester	6
BOWLING	
Team Sponsor	2
CROSS COUNTRY	7
GYMNASTICS	
Head Coach - Boys/Girls	13
Assistant - Boys/Girls	9
DRAMATICS	
Director	7
Assistant	4
Musical Director	5
Assistant Director	3
Orchestra Director	3
Business Manager	3
Choreographer	3
Drama Club	2
INSTRUMENTAL MUSIC	12
VOCAL MUSIC	5/5
NATIONAL HONOR SOCIETY	5
SCHOOL PAPER	3
YEARBOOK	7

K-12 ARTS COORDINATOR	6
STUDENT CONGRESS	5
VARSITY CLUB	2
SADD	2
POM PON	6

The following high school activities shall be paid at the indicated percent of the B.A. salary base and do not include an experience factor.

CLASS SPONSOR	
Senior (1)	2
Junior (2)	2
Sophomore (1)	2
Freshman (1)	2
DEPARTMENT HEADS	
3.5 - 4.0 Persons	6
2.5 - 3.4 Persons	4.5
1.5 - 2.4 Persons	3
0.0 - 1.4 Persons	0
GUIDANCE COUNSELOR	5
SENIOR CLASS BUSINESS MANAGER	2
YOUTH IN GOVERNMENT	1
CHAPERONE	\$60/event

VOCATIONAL CERTIFICATION*

5.0% of the B.A. base will be paid to those teachers hired prior to September 5, 1973 and who are currently teaching in the program.

1.0% of the B.A. base will be paid per annual vocational class hour to teachers hired after September 1, 1973 who are currently teaching in the program.

"A vocational program in Clarenceville, for which vocational certification is required, is defined as a program which is recognized by the Michigan Department of Education as having met state requirements thereby becoming eligible as a vocational program for added cost funding. In the event the District decides to offer a vocational program that meets the eligibility requirements of the Michigan Department of Education for added cost funding, the vocationally-certified teacher

who is assigned to teach the program shall cooperate with the District in completing the proper program funding application procedure, adhering to the appropriate state and District guidelines. A teacher who does so and who is teaching in his/her area of certification, shall receive VOCATIONAL CERTIFICATION pay listed above, provided that the program is approved and funded.”

MIDDLE SCHOOL

MIDDLE SCHOOL ACTIVITIES COORDINATOR	
Fall	2
Winter	2
Spring	1
FOOTBALL	
8 th Grade	5
7 th Grade	5
Assistant	3
BASKETBALL	
8 th Grade - Boys	5
8 th Grade - Girls	5
7 th Grade - Boys	5
7 th Grade - Girls	5
VOLLEYBALL	
8 th Grade	5
7 th Grade	5
TRACK	
Head Coach	5
Assistant Coach	4
INSTRUMENTAL MUSIC	9
SHOW CHOIR	3
VOCAL MUSIC	5
CHEERLEADERS	5
NATIONAL HONOR SOCIETY	3
JOURNALISM	4

STUDENT COUNCIL	3
SIXTH GRADE INTRAMURALS	7
SCIENCE CLUB	3
ACADEMIC ENRICHMENT	5

The following middle school activities shall be paid at the indicated percent of the B.A. salary base and do not include an experience factor.

ACADEMIC TEAMS	
8 th Grade (4)	1
7 th Grade (4)	1
6 th Grade (1)	1

ELEMENTARY

MUSIC	3
INTRAMURALS	7

The following elementary activities shall be paid at the indicated percent of the B.A. salary base and do not include an experience factor.

GUIDANCE COUNSELOR (Payment is for added work and includes working one (1) week prior to the start of the school year.)	5
STUDENT COUNCIL	3
SAFETY PATROL	3
SERVICE SQUAD	2.5
YEARBOOK	1.5
ACADEMIC ENRICHMENT	1
GREAT BOOKS SPONSOR	1
SCIENCE FAIR SPONSOR	1
ART FAIR SPONSOR	1

The following activities shall be paid at the indicated rates:

	04-05	05-06	06-07
Driver Education	23.97/hour	24.45 hour	24.94/hour
Summer School	23.97/hour	24.45/hour	24.94/hour
Substitute - High school	21.63/class	22.07/class	22.51/class
Substitute - Middle School	18.76/class	19.14/class	19.52/class
Substitute - Elementary (including enrichment classes)	16.23/class	16.55/class	16.88/class
Workshop Rate	16.23/hour	16.55/hour	16.88/hour
Mentor Teachers	250.00/year	250.00/year	250.00/year
Principal Designee	1,024/year	1,024/year	1,024/year

- A. Posting for all extra-curricular vacancies and selection of candidates shall be in accordance with Article XI.
- B. All anticipated extra-curricular vacancies for the forthcoming school year shall be posted at least one week prior to the end of the school year. Any extra-curricular position vacancy which occurs prior to July 1 shall follow the posting procedures outlined in Article XI by being posted at the Board of Education office. Additional copies of all these posting will be forwarded to the Association President.
- C. The parties recognize that from time to time the creation of additional extra-duty positions is desirable. Therefore, the Board agrees to inform the Association President of the creation of all new extra-curricular positions and further agrees that the rates of pay shall be subject to negotiation before implementation if the position becomes final.
- D. The parties recognize that it is desirable to have assistant coaches added to the extra-curricular schedule when student interest and participation mandates such additions. The creation of assistant coaching positions and negotiations regarding rates of pay for said position shall follow the procedures outlined in paragraph C.
- E. If two or more extra-curricular positions are shared, the base pay for the affected position will be combined and divided at the rate specified by the sponsors/coaches. Experience factors will be added on an individual basis. If one position is shared, the base pay will be divided at the rate specified by the sponsors/coaches. The experience factor for each sponsor/coach will then be applied using the same rate specified by the coaches/sponsors.

**APPENDIX C
CLARENCEVILLE SCHOOL DISTRICT
2004 - 2005 SCHOOL CALENDAR**

August 30 - September 2	Staff Professional Development
September 3 - September 6	Labor Day Weekend
September 7	First Day of School for Students
October 20, 21	H.S. Conferences
October 27, 28	M.S. Conferences
November 10, 11	Elementary Conferences
November 24*	Half-Day Compensation for Conferences
November 25-26	Thanksgiving Recess
December 20 - January 2, 2005 (Inclusive)	Winter Break
January 3	Classes Resume
January 17	Records Day - No Students
January 18	Second Semester Begins
February 12 - February 20 (Inclusive)	Mid-Winter Break
March 9	Elementary Conferences
March 15	H.S. Conferences
March 16	M.S. Conferences
March 24*	Half-Day Compensation for Conferences
March 25 - April 3 (Inclusive)	Spring Break
May 30	Memorial Day
June 14	Last Half Day for Students
June 15	Last Day for Teachers

Building Times:

Elementary	8:30 a.m. - 3:32 p.m.
Middle School	8:00 a.m. - 2:50 p.m.
High School	7:30 a.m. - 2:30 p.m.

**APPENDIX C
CLARENCEVILLE SCHOOL DISTRICT
2005 - 2006 SCHOOL CALENDAR**

August 29 - September 1	Staff Professional Development
September 2 - September 5	Labor Day Weekend
September 6	First Day of School for Students
October 26, 27	H.S. Conferences
November 2, 3	M.S. Conferences
November 9, 10	Elementary Conferences
November 23*	Half-Day Compensation for Conferences
November 24-25	Thanksgiving Recess
December 19 - January 1, 2006 (Inclusive)	Winter Break
January 2	Classes Resume
January 16	Records Day - No Students
January 17	Second Semester Begins
February 18 - February 26 (Inclusive)	Mid-Winter Break
March 2	Elementary Conferences
March 21	H.S. Conferences
March 22	M.S. Conferences
April 13*	Half-Day Compensation for Conferences
April 14 - April 23 (Inclusive)	Spring Break
May 29	Memorial Day
June 14	Last Half Day for Students
June 15	Last Day for Teachers

Building Times:

Elementary	8:30 a.m. - 3:32 p.m.	Half Days	8:30 a.m. - 11:30 a.m.
Middle School	8:00 a.m. - 2:50 p.m.	Half Days	8:00 a.m. - 11:00 a.m.
High School	7:30 a.m. - 2:30 p.m.	Half Days	7:30 a.m. - 10:30 a.m.

**APPENDIX C
CLARENCEVILLE SCHOOL DISTRICT
2006 - 2007 SCHOOL CALENDAR**

August 28 - August 31	Staff Professional Development
September 1 - September 4	Labor Day Weekend
September 5	First Day of School for Students
October 25, 26	H.S. Conferences
November 1, 2	M.S. Conferences
November 8, 9	Elementary Conferences
November 22*	Half-Day Compensation for Conferences
November 23-24	Thanksgiving Recess
December 18 -January 1, 2007 (Inclusive)	Winter Break
January 2	Classes Resume
January 15	Records Day - No Students
January 16	Second Semester Begins
February 17 - February 25 (Inclusive)	Mid-Winter Break
March 1	Elementary Conferences
March 20	H.S. Conferences
March 21	M.S. Conferences
April 5*	Half-Day Compensation for Conferences
April 6 - April 15 (Inclusive)	Spring Break
May 28	Memorial Day
June 13	Last Half Day for Students
June 14	Last Day for Teachers

Building Times:

Elementary	8:30 a.m. - 3:32 p.m.	Half Days	8:30 a.m. - 11:30 a.m.
Middle School	8:00 a.m. - 2:50 p.m.	Half Days	8:00 a.m. - 11:00 a.m.
High School	7:30 a.m. - 2:30 p.m.	Half Days	7:30 a.m. - 10:30 a.m.

Appendix D.1.

CLARENCEVILLE SCHOOL DISTRICT

TEACHER PERFORMANCE REVIEW

Name of Employee _____ Date _____

Position _____ School _____

I. Supervisor's Review:

(Paragraph should include strengths and/or weaknesses)

Supervisor's Signature

II. Teacher's Comments:

I have received a copy of this report and have had a conference with my supervisor.

Teacher's Signature

Date

CRITERIA FOR TEACHER PERFORMANCE REVIEW

The following may be used as a guide when reviewing the performance of instructional personnel. It is noted that this list is a guide only and should not be considered all inclusive.

I. PRODUCTIVE TEACHING TECHNIQUES

- A. Organizes Instruction Around Appropriate Objectives
(The Teacher clearly organizes instruction around the stated objective.)
- B. Communications Effectively With Students
(Communications from the teacher are clear. Relevant dialogues are encouraged).
- C. Motivates Students
(The teacher clearly expects and motivates students to perform assigned tasks according to their abilities.)
- D. Demonstrates Ability to Utilize Effective Teaching Techniques
(The teacher uses techniques which are appropriate to lesson objective(s) of the lesson.)
- E. Provides Students With Specific Oral or Written Feedback
(The teacher gives specific evaluative feedback.)
- F. Uses Appropriate Learning Materials
(The teacher uses materials which are appropriate to lesson objective(s).)
- G. Provides Opportunities For Individual Differences
(The teacher monitors and adjusts for individual rates of learning and student capabilities.)
- H. Uses A Variety of Available Materials
(The teacher uses a variety of materials in the planned lesson.)
- I. Prepares Appropriate Evaluation Activities
(The teacher uses evaluation activities which are related to the instructional objective(s).)
- J. Uses Technology in Instruction (Per appropriate District training provided.)
- K. Utilizes Cooperative Learning Techniques
- L. Utilizes Multiple/Appropriate Assessment Techniques

II. ORGANIZED, STRUCTURED CLASS MANAGEMENT

- A. Organizes The Educational Setting
(A functional classroom environment is maintained. Appropriate activities are selected.)
- B. Demonstrates Evidence of Personal Organization
(Appropriate lesson preparation and organization of work is evident, i.e., materials are available; presentations progress logically.)
- C. Organizes Students For Effective Instruction
(The teacher has established an effective classroom routine which students clearly understood.)
- D. Manages The Non-Instructional Human Dynamics In The Educational Setting

CRITERIA FOR TEACHER PERFORMANCE REVIEW – Page 2

III. POSITIVE INTERPERSONAL RELATIONS

- A. Demonstrates Sensitivity in Relating To Students
(The teacher demonstrates sensitivity in relating to all students.)
- B. Promotes Positive Self-Concept In Students
(The teacher promotes self-image by providing opportunities for success for all students.)
- C. Promotes Self-Discipline And Responsibility In Students
(The teacher provides opportunities for students to demonstrate responsible behaviors.)
- D. Expresses Concern For All Students
(The teacher expresses concern for all students as evidenced by materials used in and interactions with the class.)
- E. Demonstrates Effective Interpersonal Relationships With The Administration
(The teacher has a good working relationship with the administration.)
- F. Demonstrates Awareness Of The Needs Of Students
(The teacher recognizes and provides for all student needs.)
- G. Cooperates With Staff
(The teacher cooperates by participating, contributing, and sharing.)

IV. PROFESSIONAL RESPONSIBILITIES

- A. Demonstrates A Sense Of Responsibilities As An Employee
(The teacher fulfills organizational responsibilities.)
- B. Participates In Professional Growth Activities
(The teacher seeks out and voluntarily participates in relevant professional growth activities.)
- C. Assumes Responsibilities Outside The Classroom As They Relate To School And Community
(The teacher is responsive to the activities necessary for smoothly operating the school.)
- D. Demonstrates Evidence of Professional Ethics Through Support Of School Regulations and Policies
(The teacher supports school regulations and policies.)
- E. Demonstrates Willingness To Keep Curriculum And Instructional Practices Current
(The teacher uses current materials and instructional practices.)

SCHOOL YEAR _____

PRE-OBSERVATION DATA SHEET

**CLARENCEVILLE SCHOOL DISTRICT
Livonia, Michigan 48152**

TEACHER'S NAME	YEARS EXPERIENCE	BUILDING/PROGRAM
----------------	------------------	------------------

FROM: TO:

CLASS TO BE OBSERVED	DATE	TIME
----------------------	------	------

1. Which of the seven steps of the teaching act will take place during this session:

- Motivating students for the lesson;
What are they going to do and how
- Lab, lecture, demonstration, etc.
- Provide examples of the proper outcome
- Oral, written questioning
- Students demonstrate, you interact
- Students produce, you will check and grade
- Students summarize learning

2. What are the objectives of this lesson? What teaching/learning activities will take place?

Pre-Observation Data Sheet -- Page 2

3. Are there any special circumstances of which the evaluator should be aware?

Evaluator's Signature

Date

Evaluatee's Signature

Date

INDIVIDUALIZED DEVELOPMENT PLAN

Name	Subject/Grade	Building	Date
------	---------------	----------	------

PERFORMANCE AREA (check one)

Productive Teaching Technique

Structured Classroom Management

Professional Interpersonal Relations

Other (specify):

Criterion from which improvement need is based:

I. GOAL (Purpose)

II. SPECIFIC MEASURABLE BEHAVIOR (What will be done?)

INDIVIDUALIZED DEVELOPMENT PLAN - Page 2

<p>III. PROCEDURES: (How will it be done?)</p> <p>Steps:</p> <p>A.</p> <p>B.</p> <p>C.</p> <p>D.</p>	<p>When to be accomplished</p> <hr/> <hr/> <hr/> <hr/>
--	--

IV. PROGRESS CHECKS: (How is it going?)

V. DOCUMENTATION/APPRaisal METHOD FOR FINAL ACCOMPLISHMENT OF PLAN:
(How do you know it was done?)

Written evidence:

Appraisal method:

Standards:

•
INDIVIDUALIZED DEVELOPMENT PLAN - Page 3

The Development Plan was:

_____ Not accomplished;
Intensive assistance plan developed
and implemented

_____ Accomplished - Satisfactory rating

Evaluator's Comments:

Signature

Date

Evaluatee's Comments:

Signature

Date

Appendix D.5.

**CLARENCEVILLE SCHOOL DISTRICT
INTENSIVE ASSISTANCE PROGRAM**

For _____

Date _____

I. DIAGNOSIS:

Problem (Statement)

Diagnosed by whom? _____

II. SPECIFIC OBJECTIVES FOR IMPROVEMENT:

INTENSIVE ASSISTANCE PROGRAM - Page 2

III. PROCEDURES AND/OR RESOURCES FOR ACHIEVING OBJECTIVE:

IV. APPRAISAL METHOD AND TARGET DATE FOR ACHIEVEMENT:

Review Dates _____

Target Date _____

Principal

Teacher

Appendix E

**CLARENCEVILLE SCHOOLS
PROFESSIONAL DEVELOPMENT REQUIREMENTS
FOR ALL TEACHERS**

The State of Michigan requires that all school districts provide five days of professional development during each school year. (These days are in addition to the fifteen days required of probationary teachers during their first three years.) For purposes of record keeping a day is defined as six hours. A day can be earned all at one time or hours can be accumulated to equal a day. Thirty (30) is the total number of required hours.

Instructions

Complete this form giving the description, category, number of hours, and date. The completed form must be submitted to your school office by **June 1** each year.

Teacher Name _____ Building _____

Description of Activity	Category	# Hours	Date	Principal Approval
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL HOURS		_____		

Teacher Signature _____

Principal Signature _____

Personnel Office _____

I have read the above and agree to its content.

- Acceptable Activities/Category Codes**
- | | | |
|--|--------------------------------|--|
| 1. District or building workshop | 5. Curriculum development | 10. Video or professional reading discussion group |
| 2. Out-of-district conference/workshop | 6. Software review/training | 11. Visit to another school/program |
| 3. Approved NCA activities | 7. Presenter at conference | 12. Extra-curricular as approved |
| 4. Grade level or department curriculum, instruction or assessment meeting | 8. Meeting to review materials | 13. Other as approved |
| | 9. Parent curr./instr. program | |

White Copy – Teacher

Yellow Copy – Building

Pink Copy – Personnel File

No Child Left Behind (NCLB) Requirements for Highly Qualified Teachers

The No Child Left Behind Act of 2001 requires that all teachers of core academic subjects be highly qualified. Core academic subjects include: English, reading, language arts, mathematics, science, foreign languages, civics and government, economics, history, geography and the arts. (NCLB Section 9101).

Timelines for Compliance

The timeline for meeting the requirement is contingent upon two elements: (1) the date of employment and (2) whether the teacher is working in a program supported by Title 1 funds (targeted assistance or school-wide.)

New Hire: Title 1 Program

If hired after the first day of school in the 2002-03 school year and working in a program supported with Title 1 funds (school-wide or targeted assistance), the teacher must meet the requirements as a condition of employment.

New Hire: Non-Title 1 Program/Building

If hired after the first day of school in the 2002-03 school year, the teacher must meet the requirements by the end of the 2005-06 school year, regardless of whether working in a program supported by Title 1 funds or not.

Teachers Who Do Not Meet Requirements for Highly Qualified Teachers

- Teachers with full-year and emergency permits
- Teachers teaching in minor subject area endorsements in which they have not passed the MTTC subject area examination or have not met Michigan's NCLB approved high objective uniform state standard of evaluation requirements for being highly qualified
- Teachers hired under a 150-day substitute permit

The Highly Qualified ELEMENTARY TEACHER Michigan State Board of Education Policy

Each teacher will be responsible for selecting one of the following options as a procedure to meet the NCLB highly qualified requirement by the end of the 2005-06 school year.

Teachers NEW to the Profession

A highly qualified teacher at the elementary level who is new to the profession must:

>Self contained classroom

- Hold at least a bachelor's degree and full state certification including passage of the Michigan Test for Teacher Certification (MTTC) basic skills test and the comprehensive elementary examination.

>Elementary Teachers Assigned to Middle Level Classrooms

- New elementary teachers who are assigned to teach specific content area(s) in grades 6-8 must pass the appropriate MTTC subject area examination as required by **Section 1513 of the Michigan Revised School Code.**

Teachers Who Are NOT NEW to the Profession

A highly qualified teacher at the elementary level who is **not new** to the profession and was issued a Michigan teaching certificate prior to implementation of the MTTC (the MTTC was fully implemented in 1992) must:

- Hold a bachelor's degree from an accredited teacher prep program
- Have full state teacher certification
- Meet the requirements of one of the following options:
 - Passage of the MTTC general elementary examination and any subject area examinations for which the teacher is endorsed and is, or will be, teaching in grades 6-8.
 - Individuals who hold the old K-8 "all subjects" (no longer issued after September 1, 1988) designation on their elementary teaching certificates may elect to take and pass the MTTC subject area examination for each subject that he/she is assigned to teach in grades 6-8 if they do not hold a major or subject

OR

- Possess a graduate degree or have evidence of coursework that is equivalent to an undergraduate major in any subject area directly related to elementary teaching.

OR

- Achieve National Board Certification or credentialing in any subject(s) at an appropriate developmental level(s).

OR

- Meet one of the following high objective uniform state standards of evaluation (HOUSSE):

HOUSSE OPTION #1

Have at least 3 years of teaching experience at the elementary level and have completed, since the issuance of the Provisional teaching certificate, a minimum of 18 semester credit hours in a planned standards-based SBE-approved endorsement program or a master's or higher degree in an area appropriate for elementary education.

HOUSSE OPTION #2

Have at least 3 years of teaching experience and, before the end of the 2005-06 school year, have completed an individual professional development plan approved by the local school improvement team, including completion of professional development activities that are aligned with the state professional development standards and consisting of at least 90 contact hours or

6 semester hours of coursework in a standards-based (*in accordance with the SBE approved standards that are aligned with the applicable Michigan Curriculum Frameworks*) subject/content area program related to the current teaching assignment, and documented with the local district on a form approved by the MDE.

HOUSSE OPTION #3

Demonstrate competence of subject matter knowledge and teaching skills using a standard based performance assessment reflecting the Entry-Level Standards for Michigan Teachers approved by the State Board of Education. The performance assessment must be conducted by a local professional development review team/school improvement team and may include classroom observation and/or videotaped lessons and/or individual portfolio using the Michigan content area portfolio guidelines. The Performance Assessment Plan, Standards and Evaluation Instrument must be submitted to the Michigan Department of Education for approval prior to implementation.

The Highly Qualified SECONDARY TEACHER Michigan State Board of Education Policy

Each teacher will be responsible for selecting one of the following options as a procedure to meet the NCLB highly qualified requirements by the end of the 2005-06 school year.

Teachers NEW to the Profession

A highly qualified teacher at the middle and secondary levels (grades 7-12) who is new to the profession must:

- Hold a bachelor's degree
- Full state certification
- Passage of the MTTC basic skills test and subject area major and minor examinations, as required by **Section 1531 of the Michigan Revised School Code**.

Teachers Who Are NOT NEW to the Profession

A highly qualified teacher at the middle and secondary levels who is not new to the profession and was issued a Michigan teaching certificate prior to implementation of the MTTC (1992) must:

- Hold a bachelor's degree from an accredited teacher prep program
- Have full state teacher certification
- Meet the requirements of one of the following options:
 - Pass the MTTC subject area examinations (other than those in which the teacher holds a subject area major) for which the teacher is endorsed and is, or will be, teaching in grades 7-12. Individuals who hold the old 7-8 "all subjects" (no longer issued after September 1, 1988) designation on their secondary teaching certificates may elect to take and pass the MTTC subject area examination for each subject that he/she is assigned to teach in grades 7-8 if they do not hold a major in the subject(s).

OR

- Possess a graduate degree or have evidence of coursework that is equivalent to an undergraduate major in the teaching field.

OR

- Achieve National Board Certification or credentialing in the subject(s) at an appropriate developmental level(s) that he/she teaches.

OR

- Meet one of the following high objective uniform state standards of evaluation (HOUSSE):

HOUSSE OPTION #1

Have at least 3 years of teaching experience at the elementary level and have completed, since the issuance of the Provisional teaching certificate, a minimum of 18 semester credit hours in a planned standards-based SBE-approved endorsement program or a master's or higher degree in an area appropriate for elementary education.

HOUSSE OPTION #2

Have at least 3 years of teaching experience and, before the end of the 2005-06 school year, have completed an individual professional development plan approved by the local school improvement team, including completion of professional development activities that are aligned with the state professional development standards and consisting of at least 90 contact hours or 6 semester hours of coursework in a standards-based (*in accordance with the SBE approved standards that are aligned with the applicable Michigan Curriculum Frameworks*) subject/content area program related to the current teaching assignment, and documented with the local district on a form approved by the MDE.

HOUSSE OPTION #3

Demonstrate competence of subject matter knowledge and teaching skills using a standard based performance assessment reflecting the Entry-Level Standards for Michigan Teachers approved by the State Board of Education. The performance assessment must be conducted by a local professional development review team/school improvement team and may include classroom observation and/or videotaped lessons and/or individual portfolio using the Michigan content area portfolio guidelines. The Performance Assessment Plan, Standards and Evaluation Instrument must be submitted to the Michigan Department of Education for approval prior to implementation.