

# PROFESSIONAL MASTER CONTRACT

between

CROSWELL-LEXINGTON COMMUNITY SCHOOL DISTRICT

and

CROSWELL-LEXINGTON EDUCATION ASSOCIATION  
MEA/NEA

2007-2009

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## AGREEMENT

This Agreement entered into this 1st day of July, 2007, by and between the Board of Education of the School District of the Cros-Lex Public Schools, Croswell, Michigan, hereinafter called the "Board" and the Croswell-Lexington Education Association/MEA/NEA, hereinafter called the "Association".

### ARTICLE I: RIGHT OF THE BOARD

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

### **ARTICLE II: RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 for all Professional personnel on tenure or probation. The bargaining unit shall include all regular classroom teachers, pre-school through senior high school, professional continuing ed. teachers, part time teachers, school nurses, social workers, psychologists, counselors, department chairmen, vocational education teachers, teachers of extra-curricular activities, therapists, librarians, alternative education

teachers, special projects coordinators and home liaison employed or to be employed by the Board whether or not assigned to a public school building, but excluding supervisory and executive personnel. Namely teaching principal, business manager, office, clerical, custodial, and other non teaching employees. The term "Teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above and references to male teachers shall include female teachers.

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

### ARTICLE III TEACHER AND ASSOCIATION RIGHTS

- A. Teacher-Tenure: The Board, shall, at all times, deal with members of the Faculty in accordance with the provisions contained in the Michigan State Tenure Act.
- B. Pursuant to Act 379 of the Public Acts of 1965, the parties agree that all teachers recognized in Article I, paragraph A, shall have the right freely to join and support the Association.
- C. There shall be available for each school building a set of keys for teacher use when school is not in session. Request for use of these keys should be made in advance to the building principal. Custodians should be notified by the principal that teachers will be in the building and alert them as to probable rooms and equipment the teachers may need. School use is defined as use for preparation of instruction and not for recreational or personal use.
- D. The Association and its members shall have the right to use school buildings and related facilities without charge, provided such use has been approved by the Superintendent of Schools. Such use shall not interfere or interrupt normal school operations. The Association may also use the inter school mail and the bulletin boards located in the teachers' lounge or dining room.
- E. A copy of the Board Preliminary Agenda shall be sent to the Association representative in each building prior to the Board meeting. A copy of the minutes shall be sent to the Association representative on the day they are sent to the Board.
- F. The Board agrees to furnish the Association, in response to reasonable requests, information regarding financial resources of the district that are official or published.

- G. All available information which is necessary to the processing of any grievance will, with the approval of the teacher involved, be available to the Association, except information found only in the confidential file of the teacher.
- H. Teachers shall be permitted to wear appropriate insignia, pins or other identification of membership in the Association on school premises.
- I. Each teacher shall have the right to review his personal file except his personal folder of confidential information from placement bureaus and confidential recommendations from outside the school district, and only then under the direction or supervision of the Superintendent of Schools who is the custodian of such files.
- J. All newly hired full-time teachers shall be properly certified by the State Board of Education except State Board certified vocational teachers. Degree teachers whose Michigan certification has lapsed, or degree teachers who hold certification in a state which Michigan does not have reciprocity may be hired under a special permit while fulfilling Michigan requirements.
- K. Meetings shall be held between the building Association representative and building principal as needed. The date and time for such meeting shall be mutually agreed upon. To further communication, principals and the building Association representative will meet as a group at least once per year and as necessary when mutually agreed upon.

#### **ARTICLE IV MEMBERSHIP, FEES AND PAYROLL DEDUCTION**

- A. The payroll deduction of membership dues and non-member assessments shall be made each month for ten (10) months beginning in September and ending in June of each year. The Association agrees to supply the business office with a list including the name of each teacher, the amount to be deducted and the total amount to be submitted to the Association. The Business Office will issue a check to the Association equal to the total amount of the Association's list.

Teachers not desiring membership in the Association shall cause to be paid to the Association a representative fee as established by the Association within sixty (60) days of the commencement of employment. In the event the representative fee shall not be paid, the Board, upon receiving a signed statement from the Association, indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of the current semester. The refusal of said teacher to pay such representative fee is recognized as just and reasonable cause for termination of employment, but the parties agree that no employee will be terminated during the pendency of any appeal relative to the level of service fees. To the extent permitted by law, the District will continue to deduct from the above employee's wages, the representative fee, while employed by the District.

- B. The Board shall make payroll deductions for credit unions, hospitalization, medical insurance, Association dues, United Fund, United States bonds and tax sheltered annuities or any other plans or programs jointly approved by the Association and the Board of Education.

- C. The Association will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reasons of action taken or not taken by the Board for the purpose of complying with Section A and B of Article IV of this Agreement with the following stipulations; (a) Board negligence (b) Association will have the right to select counsel.
- D. The contractual salary shall be divided as follows:
1. Twenty-six (26) equal pays every two (2) weeks.
  2. Twenty-two (22) equal pays every two (2) weeks.

Payment shall begin the first Friday of the regular pay cycle of the District.

Employees hired after June 30, 2003 must use direct deposit for 100% of the net pay of their regular bi-weekly check.

## ARTICLE V TEACHER PROTECTION

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

School reimbursement for lost or stolen personal articles- If the property is covered through individual's insurance, the Board will agree to pay the deductible not picked up by the

individual's insurance up to a maximum of five hundred dollars (\$500).

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

**ARTICLE VI**

**CURRICULUM DEVELOPMENT/INSTRUCTIONAL POLICIES COUNCIL**

- A. An Instructional Policies Council is established to review materials affecting curriculum, teaching personnel, textbooks, and for maintaining regular communication between the Association and Administration.
- B. Each regular and itinerant teacher will be assigned to one (1) department. Elementary departments will consist of all professional staff whose primary assignment includes students, preschool through fifth (5<sup>th</sup>) grade. Secondary departments will consist of all professional staff whose assignment includes grades six through twelve (6-12).

Departments shall be as follows:

**Elementary - Preschool through fifth (5<sup>th</sup>)**

- Math
- Science
- Social Studies
- Language Arts

**Secondary - Sixth (6<sup>th</sup>) through Twelfth (12<sup>th</sup>)**

- Math
- Science
- Social Studies
- Language Arts

**Student Services:** Guidance, Counseling, Drug Education, Special Education, Title I, Migrant, Bilingual (Preschool through Twelfth)

**Vocational Education:** (Preschool through twelfth)

**Fine Arts/Physical/Health Education:** (Preschool through twelfth)

- C. All departments must meet a minimum of five (5) times per year. Meetings are to be conducted by the Department Chairperson. All departments shall be represented at each IPC meeting by either their chairperson or designee.
- D. Department Chairpersons shall be selected for each of the eleven departments listed above for two (2) year terms. These terms may be repeated.

1. Nomination of Department Chairpersons will be obtained from members of the various specified departments and/or the selection committee.
2. Final selection of Department Chairpersons will be made by a committee consisting of the following members: a lower and upper elementary, middle and high school administrator; the superintendent or assistant superintendent; the CLEA president, a faculty member from the lower elementary, upper elementary, middle, and high school to be appointed by the CLEA president.

E. The voting members of the Council shall be:

- Department Chairpersons (11)
- Principals (5)
- Assistant Superintendent
- Superintendent
- School Board Representative
- Citizen's Representative
- Student Council Representative
- CLEA Representative

Other persons are welcome to attend Council Meetings. Individuals will be notified when key agenda items refer to them.

- F. The Council shall meet no later than the third week after the opening of school to review needs and establish goals for the current and future years. A schedule for meetings shall be established at this meeting.
- G. Agendas and minutes of all Instructional Policies Council meetings shall be distributed to all members and posted in each building.
- H. When the Council reaches an agreement, the recommendation shall be sent to the Board. The Board agrees to accept, reject, or refer for further study the recommendations and will inform the Council in writing within thirty-five (35) days. The Board agrees not to take action on any matter they have referred to the Instructional Policies Council prior to the recommendation from the Instructional Policies Council.



## ARTICLE VII SCHOOL IMPROVEMENT

- A. The provisions contained in this section shall apply to all school improvement plans.
- B. In the event that any provisions of a SIP violates, contradicts, or is inconsistent with the collective bargaining agreement; C.B.A. shall prevail.
- C. The decisions by SIT will be submitted to the District's IPC for review, consistent with Article VI-A.
- D. The SIT plans must be consistent with:
  - 1. Board Policy
  - 2. Master Agreement
  - 3. District Mission
  - 4. Building Focus Statement
- E. The SIT plans will be consistent with the provisions established by the State Department of Education and Board of Education.
- F. The Committee decisions will be by consensus. Building principals will chair the SIT.
- G. Membership in the Committee will be voluntary. Teachers will be selected by their respective building staffs. Parents will be selected by the Principal.
- H. The District-wide School Improve Team will consist of parent, teachers, staff, administrators, student and Board of Education.

A teacher representative will be elected by each building SIT to serve on the District SIT. Parents and students will be selected by the Superintendent and Board of Education.

## ARTICLE VIII TEACHING CONDITIONS

- A. The Cros-Lex school system shall be a totally smoke free environment. Smoking will not be permitted anywhere within the school buildings.
- B. Telephone facilities will be available to teachers for their reasonable use, local calls and school related business. Any personal toll calls must be properly recorded and paid for by the employee.
- C. Vending machines for teacher use may be installed in teachers' lounges or teachers' dining rooms in the various buildings at the expense of the Association, and with the approval of the Building Principal. The proceeds to be used at the discretion of the Association.

- D. Adequate and convenient parking facilities will be made available to teachers.
- E. An explanation will be given by the Building Principal within ten (10) days when a requisition for supplies is rejected or purposely delayed.
- F. Calendar:
1. Meeting called by the administration on days designated as records days shall not exceed one (1) in number or be longer than sixty (60) minutes.
  2. Staff meetings shall not exceed two per month except in emergencies.
    - a. The maximum length of any meeting shall be ninety (90) minutes; with the total for each month not to exceed one hundred twenty minutes (120) except December, sixty minutes (60).
    - b. The teaching staff in each building shall, by democratic vote, determine when these meetings shall take place, A.M. or P.M. The building administrator will determine date and length of each meeting.
    - c. Additional small group meetings may be called by administration, but on a strictly voluntary basis, if said meeting extends beyond the four hundred thirty (430) minute teacher day.
- G. The Board will provide:
1. A separate desk for each teacher with lockable drawer space. Keys shall be available on request to Principal. One (1) workable and lockable filing cabinet shall be furnished if requisitioned.
  2. Space for each teacher to store coats, overshoes and personal articles.
  3. Chalkboard or whiteboard in every classroom.
  4. A complete and unabridged dictionary in every classroom, when requested by the teacher.
  5. Storage space in each classroom for instructional materials.
  6. Class record books, paper, pencils, pens, chalk, erasers and other material required in daily teaching responsibility.
  7. The Board will furnish, without charge, gym uniforms for all physical education teachers. (Smocks or aprons for art, home economics, industrial arts, vocational education, science teachers and kindergarten teachers.)

8. Office copy machines, computers, and similar machines shall be available for teacher use.
9. Individual mail boxes for each teacher.
- H. The Board and the Association are agreed that professional educators contribute much to the success of extra-curricular activities and to the feelings of success and well-being in participating students by their attendance at such functions.
- I. The cost of a physical examination, upon initial employment and at the request of the Board of Education, for all teachers, shall be paid by the Board. When an X-ray is needed to replace a skin test, the cost shall be paid by the Board except when the cost for the service is covered by a Board paid medical insurance.
- J. Teachers at the High School and Middle School, who volunteer to give up a conference period to substitute in a class may have a record kept of such volunteer service at the rate of 1/6<sup>th</sup> of a teaching day for each service rendered. The teacher may elect to add an extra sick leave day for six (6) units or be compensated, at the end of each semester, at the rate of fifteen dollars (\$15.00) per unit.
- Rate applies for extra school detention.
  - 1 unit = 1/6<sup>th</sup> day; 6 units = 1 sick leave day
- K. If a classroom teacher must add to the regular class numbers, a full class or a portion of a class because a substitute is unavailable, the teacher shall receive additional pay for that day or part of a day based upon substitute pay (if two or more teachers take a portion of a class, they would divide the substitute pay.)
1. This does not apply to other than classroom teachers.
  2. This does not apply, if for some reason, a teacher has no regular students at that time.
- L. During that portion of the teacher's day, designated as conference period, or relief time, staff members shall have unrestricted access to library facilities, teachers lounge, restrooms and work areas.
- M. Liability for Injury - School Employees Driving Students - Teachers, aides, administrators and other school employees are covered under our Croswell-Lexington fleet insurance, under a clause covering school owned or rented vehicles.

If the driver and the student were injured and if they have Blue Cross, or other coverage, this becomes the first payer. All other expenses for injuries, actual charges or by court suit are then payable by the insurance company.

Using the person's own insurance as initial coverage is not the insurance company's idea, but is State Law. This does not cover vehicles.

N. Teacher teaching six hour day. - Should it become necessary for a teacher to teach a six hour day in the Middle School or High School, the following is agreed:

1. Pay shall be based on 1/6<sup>th</sup> (one-sixth) of the teacher's regular teaching salary, but capped at the BA step 6 of the salary schedule.
2. The position shall be filled by the most senior member of the staff who volunteers and possesses minimum qualifications.
3. Should the number of hours paid reach a total of three (3) (in either the Middle or High School) the Board shall hire an additional full or half-time teacher.

### ARTICLE IX TEACHING HOURS AND LOADS

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

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

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

- C.
1. Each teacher shall be entitled to a duty free lunch period of not less than thirty (30) minutes.
  2. The Board will make every effort to provide all elementary teachers with 230 minutes of preparation time during the student day per week. In no case will the number of minutes of preparation time be fewer than two hundred ten (210) minutes per week. No preparation time of fewer than twenty (20) minutes duration will be scheduled. Every teacher will be scheduled for a minimum of one preparation period every full school day.
  3. High School and Middle School teachers shall have time, equal to one uninterrupted class period during each school day, set aside for conference, preparation and other non-classroom duties to be conducted within the building. Elementary teachers will not be required to have any noon duty.
  4. Elementary teachers shall be assigned not more than one (1) recess duty per week. Recess is not mandatory for pre-school, young five's, and kindergarten. "Elementary teacher" shall include regular classroom teachers, itinerant teachers and elementary

counselor. This shall be done on a rotation basis in each building. Classroom aides, lunchroom assistants, and so forth shall be placed on the playground daily to assist in supervising the recesses. The Board may require more than one (1) teacher to do recess duty should the District experience compelling financial difficulties.

D.

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

- |                                   |                           |
|-----------------------------------|---------------------------|
| a. Pre-School - Young 5's         | (State mandated maximums) |
| b. Kindergarten - 1 <sup>st</sup> | 26                        |
| c. Elementary - grades 2-3        | 26                        |
| grades 4-5                        | 30                        |

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

- |   |                                   |
|---|-----------------------------------|
| d. Special education classes                | (State mandated minimum)          |
| e. Split elementary if absolutely necessary |                                   |
| K-3   | 24                                |
| 4-5   | 26                                |
| f. Remedial teaching - State regulation     | 50 students (or classes of 15-20) |
| Industrial Arts                             | 25                                |
| Vocational Shops                            | 25                                |
| Homemaking                                  | 25                                |
| Art   | 25                                |
| Art (Intermediate)                          | 25                                |
| Office Practice                             | 25                                |
| Drafting                                    | 25                                |
| English                                     | 30                                |
| Social Studies                              | 30                                |
| Mathematics                                 | 30                                |
| Science                                     | 30                                |
| Foreign Languages                           | 30                                |
| Typing                                      | 32                                |
| Physical Education/Health Ed.               | 40/35                             |
| <b>LAB SCIENCE</b>                          |                                   |
| Biology                                     | 27                                |
| Physics                                     | 27                                |
| Chemistry                                   | 27                                |

In the event a secondary (6-12) teacher's average class size should exceed the above numbers, the teacher may invoke the grievance policy of this contract.

2. Should the class size maximums in the elementary classes (Pre-school - 5) listed above be exceeded, any teacher so affected shall be paid the sum of \$3.00 per pupil, per day. Records to be kept and submitted at the end of each semester by the affected teachers. Should it be necessary to assign students above the maximum, the Board shall make every effort to assure that such students are equitably distributed among the affected classroom.
- E. The above class size schedule does not preclude the adoption of innovative programs at any level - the proposed program or programs to be submitted to the Instructional Policy Council for their consideration and recommendation to the Board.
- F. To determine the calendar, a committee consisting of the CLEA negotiations team and three (3) members appointed by the Board of Education shall meet by April 1 to establish a schedule which will keep the district in at least minimum compliance with the State of Michigan mandates regarding clock hours/days. There will be no increased salary compensation beyond that incorporated in the salary schedule.
- G. Teaching loads in the High School and Middle School shall not exceed five (5) teaching periods per day. No teacher will have a workday in excess of four hundred thirty (430) minutes a day.

#### ARTICLE X LEAST RESTRICTIVE ENVIRONMENT

- A. In all portions of this article where handicapped students are referred to, the following shall apply:
- Hearing Impaired
  - Vision Impaired
  - Physically or Otherwise Health Impaired
  - Severely Mentally Impaired
  - Emotionally Impaired
  - Educable Mentally Impaired
  - Learning Disabled
  - Trainable Mentally Impaired
  - Severely Multiply Impaired
  - Autistic Impaired
- B. Mainstreaming is defined as the placement of an identified special education student referenced above in Section A into a regular education program for any part of the regular

school day.

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

- C. If any teacher has a reasonable basis to believe that a handicapped student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion in writing. The bargaining unit member shall have the right to call an IEPC. Selection of members to attend will be determined by the Special Ed Director.
- D. On a case-by-case basis, the District will determine what training, if any, will be necessary for the general education teacher who has a mainstreamed student as set forth in Section B assigned to his/her classroom.
- E. In assigning a mainstreamed student as defined in Section B to a general education classroom when more than one classroom placement is available within the building to facilitate the implementation of the student's I.E.P., the Board agrees to consider the severity of the students assigned to the class and the overall class sizes within the applicable classrooms.

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

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

**ARTICLE XI**  
**LEAVE - PERSONAL ILLNESS AND BUSINESS**

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

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

- Sick Leave Bank - Upon being hired all new teachers shall contribute one day to the sick leave bank.
  - Teachers may request up to a limit of fifteen (15) days from the bank for extended illness which has required hospitalization of the teacher or that of a member of the immediate family, requiring that they be present.
  - Medical verification may be requested. The days borrowed from the bank will be paid back at a rate of a minimum of three (3) days per year.
  - The sick bank will be administered by a board, made up of the Superintendent, two administrators, CLEA president and two Association appointees.
- B. Absence with leave chargeable against the teachers allowance shall be granted for each of the following: Up to five (5) days for each:
1. Death in the immediate family.
  2. Critical illness in the immediate family.
  3. Time necessary for attendance at the funeral services of a person whose relationship warrants such attendance with the approval of the administration.
- C. Those teachers who have accumulated one hundred twenty (120) days at the start of the school year, shall receive the following incentive:

Twenty dollars (\$20.00) per day for every day not used in a cash payment during June of that year.



D. Personal Leave

1. Personal leave shall be chargeable to personal sick leave. To provide for personal responsibility, three (3) days shall be granted annually.
  - a. Such leave shall not be used for the first or last day of the student year, the day before or the day after a scheduled school break or during parent teacher conferences.
  - b. These days shall not be used for other employment or vacation/recreational activities.
  - c. The form included in the appendix shall be used when requesting leaves.
  - d. Requests for personal leave days shall be made two (2) days in advance, except in emergency.
2. Unpaid Personal Days - The Administration may grant up to two (2) unpaid leave days at the teacher's request.

E. Leave of Absence not chargeable to personal sick leave:

1. Jury duty (Board to make up difference in pay).
2. Court appearance as a witness, if subpoenaed (Board to make up difference in pay). If the teacher is a plaintiff against the school district and loses, leave days will be chargeable and without compensation.
3. Attendance at official M.E.A. meetings by the Association for a total of ten (10) days.

F. Professional Leave - All teachers may receive two (2) days per school year, with full pay, to attend professional conferences, workshops, etc. These days will not be subtracted from their leave accumulation and these days are not accumulative. These days must be requested three (3) calendar days prior to the workshop or conference. One of these days may not be denied unless more than two (2) teachers request to attend the same meeting. The second day may be denied by the Superintendent.

G.

1. Employees absent the day before or after a holiday shall not be paid for those days, unless the absence is verified by a physician.
2. Should school be closed for any reason on a day that a teacher has requested a leave day, these days shall be deducted from the teacher's sick leave accumulation. Should a teacher request a sick leave day on the morning of a snow day the leave day shall not be deducted.

## ARTICLE XII: LEAVE OF ABSENCE

The following leaves will be without pay, and shall not accrue seniority. Upon return from such leaves, teachers will be placed in their original position, if available, or in a similar position if not.

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

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

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

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

- D. **Association Leave:** Any teacher serving as an officer of the Michigan Education Association or the National Education Association shall be granted a leave for as long as the teacher holds said position or up to four (4) years per position. No experience credit shall be provided for periods of such leave.
- E. **Political Leave:** Teachers campaigning for or serving in a public office may be granted a leave of absence for up to four (4) years. No experience credit shall be provided for periods of such leave. The Board shall receive a minimum of thirty (30) days notice prior to the onset of such

leave. Such leaves shall begin at the end of a semester and shall expire at the end of a regular school year.

- F. Maternity Leave: Teachers shall be granted maternity leave for pregnancy. The length of time of such a leave shall be determined by a written doctor's opinion for the best interest of the mother and child. If the leave is granted on the request of a doctor, the teacher may use accumulated sick leave days.
- G. Child Care Leave: Leave shall commence upon request of the bargaining unit member. It is further provided that:
1. Initial leave will be for the semester during which leave was requested plus two (2) consecutive semesters. Extensions to such leaves requested by effected teachers may be approved at the discretion of the Board.
  2. In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the member. Teachers so terminating said leave shall be returned to the first position which becomes available, but in no case shall be returned later than the beginning of the next regular school year.
  3. No experience credit shall be provided for periods of such leave.
  4. Teachers shall notify the Board no later than thirty (30) days prior to the expiration of such a leave of his/her intent to return to active employment.
- H. Any teacher requesting a leave of absence to assist the District in avoiding anticipated layoffs may be granted such a leave without pay for any purpose by the Board of Education for up to one (1) year, which may be extended if requested by the teacher and agreed to by Board. During such leave, seniority shall continue to accrue.

### ARTICLE XIII SABBATICAL LEAVE

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

#### ARTICLE XIV CONTINUITY OF OPERATIONS

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

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

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

#### ARTICLE XV PROFESSIONAL GRIEVANCE PROCEDURE

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

Step One - Within fifteen (15) business days of knowledge of an event that a teacher believes there is a basis for a grievance he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. If the grievance is not satisfied with the results of this informal meeting, a formal grievance will be filed on the grievance form (appendix X) with the building principal for disposition. A second formal meeting may take place within two (2) business days at the request of either party.

Step Two - If the grievant and/or Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) business days of such meeting (or ten (10) business days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within seven (7) business days the Superintendent or his designee shall meet with the grievant and/or Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) business days of such meeting and shall furnish a copy thereof to the grievant and/or Association. Grievances concerning the evaluation, discipline or discharge of a first year probationary teacher shall not be subject to the grievance procedure past Step Two.

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

Step Four - Should the matter not be submitted to mediation or if mediation fails to resolve the grievance, within thirty (30) **business** days it may be submitted to arbitration before an impartial arbitrator. If the parties do not agree as to the arbitrator, within five (5) **business** days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration

Association in accord with rules which shall likewise govern the arbitration proceeding proceeding. Neither party may rely on any grounds or any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereof may be entered in any court of competent jurisdiction.

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

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

## ARTICLE XVI TEACHER EVALUATION AND PROGRESS

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. Evaluations shall be conducted by the building principal, assistant principal, or other qualified administrator of the school district. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised in specific terms of the teacher's responsibilities. Teachers will be informed of the criteria upon which they will be evaluated.
- B. It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct observations and evaluation of the teacher's work and providing written evaluation of those observations together with any recommendation an administrator may have for the teacher.
- C. Probationary Teacher
1. When a probationary teacher is employed for at least one (1) full year, prior to the beginning of the second year, the teacher will be provided with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher; and
  2. The annual year end performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the administration; and
  3. The performance evaluations shall include at least an assessment of the teacher's progress in meeting the goals of his/her individualized development plan (IDP), which will include the checklist and narrative portions of the professional performance review.
- D. Tenured Teacher
1. Tenured teachers will be provided with a performance evaluation at least once every three (3) years. The administrator may perform an evaluation more often if he/she so

- desires, or if requested by the teacher; and
2. If the teacher has received a less than overall satisfactory performance evaluation, the teacher will be provided with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher; and
  3. The performance evaluation required every three (3) years shall be based on, but is not limited to, at least two (2) classroom observations conducted during the period covered by the evaluation and, if the teacher has an individualized development plan (IDP), shall include at least an assessment of the teacher's progress in meeting the goals of his/her individualized development plan (IDP).
- E. When evaluations are conducted by the administration and negative factors are observed, a formal discussion between the evaluator and the affected teacher shall take place within five (5) working days.
- F. The evaluation conference shall result in a summary statement signed by both the teacher and the principal. This statement shall be completed in triplicate, with one copy for the teacher, one for the principal's office and one for the Superintendent's office.
- G. The teacher may refuse to sign the summary statement and prepare his/her own statement for forwarding to the principal and superintendent within five (5) workdays after receiving the summary statement.
- H. All monitoring or observation of the work of a teacher shall be conducted with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited. Any teacher who is to be formally observed will be advised of the same at least one (1) hour in advance.
- I. All teachers shall teach to the best of their ability and shall try at all times to improve their education through further instruction, gaining higher degrees, and attendance at seminars and conferences of educational worth.
- J. Teachers shall have strict confidence when being disciplined, warned, or reprimanded for delinquency in professional performance by an administrator. A teacher at all times shall be entitled to a second hearing at which he/she may have present a representative of the Association, provided that the administrator shall have similar privileges. Worthwhile complaints made by a parent or citizen, who shall be identified, regarding a teacher shall be presented to the teacher by the principal, in writing if requested. Any information of a derogatory nature which is to be placed in a teacher's file shall first be shown to the teacher and his/her signature, not necessarily implying agreement, shall be affixed to the information.
- K. If closed circuit television is used as an instruction and evaluation aid, which the Association welcomes, the tapes shall not be shown or used at any time for any purpose without the expressed permission, in writing, of the teacher.
- L. Each observation of a teacher shall not be for less than one half of the duration of a particular teaching period and not exceed ninety (90) minutes.
- M. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms

as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. In subsequent evaluation reports, failure to again note a specific deficiency, shall be interpreted to mean that adequate improvement has taken place.

- N. No later than April 30<sup>th</sup> of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administrator to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made, known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. The district will follow the guidelines of the State of Michigan Teacher Tenure Act regarding continued/not continued employment of probationary teachers.

#### **ARTICLE XVII PROFESSIONAL BEHAVIOR**

- A. The Association recognized that abuses of sick leave or other leaves, chronic tardiness or absence, leaving school early, willful deficiencies in professional performance, or other violations of discipline by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline of the provisions of this contract shall be promptly reported to the offending teacher by the Association.
- B. A teacher shall, at all times, be entitled to have present, a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

#### **ARTICLE XVIII SCHOOL FACILITIES**

- A. Schools Reasonably Equipped and Maintained: The Board agrees to keep the schools reasonably equipped and maintained. The Board further agrees to consult with teachers regarding the nature and quantity of aids and materials to be purchased and provided.
- B. Wherever possible, the Board shall make available in each school, adequate lunchroom, restroom and lavatory facilities for teacher use. Provisions for such facilities will be made in all future buildings.

## ARTICLE XIX ACADEMIC FREEDOM

- A. The Board shall guarantee academic freedom to all teachers in the study and investigation of facts and ideas concerning man, society, the sciences and the arts. The Board agrees that no teacher shall be subject to dismissal for the expression or exploration of such facts and ideas, unless the teacher shall first have been warned in writing regarding the appropriateness of his presentation and shall have ignored such notification.
- B. Freedom of Censorship for School Libraries: Because school libraries are vital to the educational goals of teachers and the learning experience of students: The Board agrees:
1. Books approved by the American Library Association shall be freely placed on library shelves.
  2. No librarian shall be in danger of discipline or reduction in status for refusing to censor a book which meets the above requirement.
  3. Nothing herein contained shall be construed to deny a parent or guardian the right to prevent his or her own child from reading a book objectionable to the values of said parent or guardian.

## ARTICLE XX SENIORITY AND MINIMUM POSITION QUALIFICATIONS

- A. **Definition of District Seniority.** For the purposes of all sections of this Agreement where district seniority may be applicable, district seniority shall be defined as the length of service of the employee within the Croswell-Lexington School district commencing from the first day with students.
1. In the event of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine his/her position on the district seniority list.
    - a. The Association and teachers so affected will be notified in writing of the date, place, and time of the drawing.
    - b. The drawing shall be conducted openly by the Association and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.
  2. A teacher shall lose district seniority rights if he or she retires, resigns, or is discharged for just cause.
  3. District seniority shall continue to accrue for teachers placed on various forms of leave as defined by this Agreement.
  4. A teacher employed in a position that is not a full-time position will accrue district seniority.



**B. Definition of Departmental Seniority.** Departmental seniority is based on a teacher's length of district service.

1. Departments will be defined as:
  - a. Elementary School – Pre-School through Grade 5
  - b. Middle School – Grades 6 through 8, by subject area
  - c. High School – Grades 9 through 12, by subject area
  - d. Special Education – Grades K-12, governed by Certification
  - e. Art – Grades K –12
  - f. Music – Grades K –12
  - g. Library – Grades K –12
  - h. Physical Education – Grades K –12
2. All teachers must meet and maintain minimum state and federal standards for their assignment.
3. Implementation of the departmental seniority language shall begin with the development of a seniority list during September of each year. Representatives of the Association and the Superintendent or his designee shall meet to determine the appropriate department into which teachers will be placed. Each teacher shall carry into his/her department all prior earned district seniority. Therefore, the teacher with the most district seniority within a department will top that department's seniority list. Department seniority is based upon a teacher's district seniority.

**C. Definition of Meeting Minimum Qualifications.** For purposes of this agreement, staff persons possessing the necessary state certification and meeting federal highly qualified guidelines for a position, shall be considered as meeting the minimum qualifications of the position.

## ARTICLE XXI LAYOFF AND RECALL PROCEDURE

- A. **Definition of Layoff.** Layoff means removal from the payroll with no employment rights other than the retention of district seniority status and recall rights as noted below.
- B. **Definition of Displaced Teacher.** A displaced teacher is a teacher whose teaching position in the district has been eliminated.
- C. **Layoff and Recall Protocol.** If, because of unforeseen circumstances such as reduction in student population, changes in curriculum, or deficit financial conditions, it becomes necessary to reduce staff, the Board of Education, in affecting a layoff, shall first establish its curriculum needs. Then the number and nature of the positions required to deliver that curriculum will be established. After this Board action, the following layoff and recall procedures shall prevail and be put into effect in the order specified below.

1. All requests for Article XII leaves which will provide an assignment for a displaced teacher shall be granted by the Board of Education.
2. All non-tenure teachers in the department(s) where reductions will take place will be displaced first; however, if no minimally qualified tenure teacher, as defined in Article XX paragraph C, employed by the District is available to fill a position, the District will retain the qualified non-tenure teacher.
3. After non-tenure teachers have been laid-off as defined above in Article XXI (C-2), if additional staff reductions must still be made within a department, the order for tenure teachers to be displaced shall be in the inverse order of their district seniority within the department.
4. Following the identification of all teachers to be displaced, if teaching position vacancies exist in the district, displaced teachers will be assigned to fill said vacancies as outlined below:
  - a. Displaced teachers will be assigned by the district to the vacant teaching positions for which they are highly qualified before those district vacancies are posted and made available to teachers within the district who have teaching assignments.
  - b. The displaced teacher possessing the most district seniority will be the first to be assigned to a position for which she/he is highly qualified. Displaced teachers will continue to be assigned to vacant positions, from the teacher with the most district seniority to the teacher with the least, until all vacant positions are filled.
5. If teaching vacancies remain and one or more displaced non-tenure teachers is without a district position when all assignments of displaced teachers to vacant positions have been made, involuntary position assignments of non-tenure teachers may be made by the District beginning with teachers with the least seniority, in order to maintain employment of the greatest number of bargaining unit members.
6. After the assignment of displaced teachers to vacant positions has occurred as specified in Article XXI (c-4), a displaced tenure teacher who was not able to fill a district vacancy due to certification requirements that she/he could not meet, may request a voluntary transfer to another department.
  - a. If the displaced tenure teacher is fully certified and qualified for a position in another department that is currently assigned to a teacher with less seniority than the displaced teacher and who is the teacher with least seniority in the department, the displaced teacher will be given the position and the provisions of Article XXIII will be followed.
  - b. If the displaced tenure teacher is not fully certified and qualified for a position in another department that is assigned to a teacher with less seniority, the displaced teacher must demonstrate to the superintendent, no later than ten (10) days after notification of layoffs, that the displaced tenure teacher can

become fully certified and qualified for the other position prior to the beginning of the next school year.

- c. Such teacher must also provide proof no later than July 1 that she/he is in fact fulfilling the necessary requirements to become certified and qualified for the position being held by the lesser seniority teacher and she/he will successfully complete said certification and qualification prior to the beginning of the coming school year. Certification and qualification shall be as set forth in Article XXII paragraph B of this Agreement.
7. Displaced non-tenure teachers who cannot be assigned to a district vacancy because she/he does not meet the certification and qualification requirements will be laid-off.
  8. Displaced tenure teachers who cannot be assigned to a district vacancy or transfer to another district position because she/he does not meet the certification and qualification requirements of the position will be laid-off.
  9. No teacher, part-time or otherwise, shall be laid-off with less than thirty (30) days notice. Layoff notice(s) effecting the next school year shall be given to a bargaining unit member no later than June 1 of the current school year.
  10. Any teacher to be laid-off shall receive (1) MESSA coverage paid by the Board or an amount equal to the cost of coverage paid by the Board and (2) all other fringe benefits that can be obtained. When the layoff commences, the benefits will continue for a period of 90 days or until the end of the insurance contract year, whichever comes first.
  11. The rehiring of laid-off teachers will be in the inverse order of layoff provided the teacher is certified and qualified for the position to be filled. Teachers to be rehired will be notified by certified mail at their permanent address on file with the Board. It is the responsibility of the teacher to keep this address current.
- D. A bargaining unit member who is paid unemployment compensation benefits chargeable to the Employer and who is subsequently recalled shall have his/her compensation for that school year adjusted so that his/her unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he/she would have earned for work performed in that school year had he/she not received unemployment compensation benefits prior to returning to employment.

## ARTICLE XXII VACANCIES AND PROMOTIONS

- A. **Definition of a Vacancy.** A vacancy shall be defined for purposes of this Agreement as a bargaining unit position presently unfilled or a bargaining unit position currently not in existence. A vacancy shall not include:
1. a "bubble" (a larger number of students in a PreK-5 grade level that, in the next school year, requires an additional teacher in the next higher grade and one less

teacher in the prior grade.) This situation will be filled by the assignment of the least senior teacher at the existing building grade level. The assigned teacher will move up one grade level with the "bubble" of students and then return the following year to their previous teaching assignment if possible, based on enrollment; the "bubble" assignment may become permanent if both district administration and the teacher agree.

2. An open position that, if filled by a certified and qualified teacher with more district seniority who currently holds a district position, would result in a layoff or reduction of hours of another bargaining unit member.
- B. Definition of Minimum Qualification to Fill a Vacancy.** For purposes of this article, staff persons will meet the minimum qualifications for a vacant position if she/he:
1. possesses the necessary state certification,
  2. holds major or minor fields of competence relating to the curriculum area, and
  3. meets federal highly qualified guidelines for the position.
- C.** The Board shall classify all positions as being administrative, supervisory or instructional.
- D. The Filling of Vacancies.** Vacancies within the district will first be offered to any displaced or laid-off bargaining unit member according to the provisions of Article XXI – Layoff and Recall Procedure. If no qualified, displaced or laid-off teacher is available to take a vacant position, any bargaining unit member meeting the qualifications for the vacant position may apply to fill the vacancy.
- E.** The Employer recognizes that it is desirable in making assignments to vacant and new positions to consider the interests and aspirations of bargaining unit members. Teachers who desire a new assignment shall submit their request to the Superintendent's office on the District Employee Intention form of each school year. Employee preferences will be honored by district administration if possible when making assignments and transfers to vacant and new positions.
- F.** Vacancies occurring within the bargaining unit and within the total professional staff, including newly created positions, shall be posted on a designated bulletin board in each District building and on the district web site, and a copy of such posting shall be given to the Association President or designee.
1. Positions as above described shall be posted for at least seven (7) calendar days. Bargaining unit members may apply for such positions by submitting a written application to the Superintendent by the posted closing date for filing applications.
  2. In the event a vacancy occurs during the summer, at least five (5) days prior to the closing date for filing applications, said vacancy notices shall be mailed to: (1) teachers who have stated their interest and provided the Superintendent with stamped, self-addressed envelopes for this purpose; and, (2) appropriate Association Officers.

- G. If more than one bargaining unit member makes written application to fill a bargaining unit vacancy, the following guidelines will be followed.
1. Should no laid-off employee be qualified and available for assignment to the position, the vacancy will be offered to current bargaining unit members.
  2. Should more than one (1) bargaining unit member apply for a bargaining unit vacancy, the teacher who is highly qualified for the position according to state certification and federal guidelines and who has the greatest district seniority shall be placed in the vacancy.
  3. Should no employee be qualified and available for assignment to the position, the Board may fill the vacancy through employment of a new staff person.
- H. All teachers must meet and maintain minimum state certifications and federal standards for their district assignment.
- I. In filling any non-bargaining unit vacancy, the Board agrees to consider the professional background and qualifications of all applicants. The Board recognizes and supports the idea of promotion from within its own teaching staff when consistent with the best interests of the school system.

### ARTICLE XXIII TRANSFERS AND ASSIGNMENTS

- A. **Voluntary Transfer Requests by Laid-Off Teachers.** Laid-off teachers with tenure may request a voluntary transfer into a new department to a position for which they are highly qualified (as defined by Article XXII paragraph B) if the position is currently held by a teacher with less district seniority than the laid-off tenure teacher. In such instances of voluntary transfer into a new department, the teacher displaced must be the teacher with the least district seniority within the department. The displaced teacher is entitled to request a voluntary transfer into a new department and position for which she/he is highly qualified if the position is currently held by a teacher with less district seniority than the displaced teacher and the teacher has the least district seniority in that department.
- B. **Transfers and Assignments Originated by the Employer.** Teachers who may be affected by a transfer or a change in grade or subject assignments will be consulted by their principal at least two (2) weeks prior to the change of assignment. Such changes will be voluntary to the extent possible. Involuntary transfers may be affected only for reasonable and just cause. Except in an unforeseen emergency, at least thirty (30) days prior to the implementation of any involuntary transfer, the Employer shall provide the affected bargaining unit member and the Association written reasons for the transfer. Every effort will be made to avoid reassigning elementary school teachers to a different grade level unless the teacher requests such a change. Exceptions to this would be for purposes of implementing the layoff and recall protocol.
- C. **Involuntary Transfers Originated by the Employer.** When involuntary transfers are necessary to reduce a school's staffing allocation due to reduced student enrollments or to facilitate the closing, consolidation, or reconfiguration of a building, all involuntary transfers will be made on the basis of years of service in the District. Teachers in the effected

building possessing the least amount of department seniority and applicable certification will be transferred first.

In situations where there is reasonable evidence to expect that such an assignment would result in a substantive decline in the educational program of the District, the Board or its agent will meet with the President of the CLEA and one other MEA member selected by the President to review the seniority lists and qualifications and get recommendations from the group prior to making the final decision as to which teachers will be transferred.

- D. **Service in the Special Education Department.** Special Education teachers may request a transfer to general education only after four (4) years service in the special education department of the district. Exceptions to this would be for purposes of implementing the layoff and recall protocol or permission granted by the Superintendent.
- E. A voluntary or involuntary transfer to another department will enable the employee to carry his/her District-wide seniority into that department for purposes of department seniority.
- F. Since students are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates or their major or minor fields of study, without their consent.
- G. **Free and/or Volunteer Services.** The Board shall not accept free or volunteer services from any person in filling positions described in the Master Contract as "Extra Curricular," without the written consent of the Association.

**ARTICLE XXIV  
EX-OFFICIO BOARD MEMBERS**

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

**ARTICLE XXV  
NEGOTIATION PROCEDURES**

- A. At least one hundred fifty (150) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours and conditions of employment of members in the bargaining unit employed by the Board.
- B. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each side shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.

- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- E. There shall be three (3) officially signed copies of the final agreement for the purposes of record. One (1) retained by the Board, one (1) by the Association and one (1) by the Superintendent.
- F. Copies of this final agreement shall be supplied to all teachers in the system at Board expense.

#### **ARTICLE XXVI NEGOTIATION OF THE SCHOOL CALENDAR**

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

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

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

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

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

The school calendar will be negotiated to keep the district in at least minimum compliance with the State of Michigan mandates regarding clock hours and professional development hours (currently 1098 hours of instruction time and 30 hours of teacher training time) and will provide

a minimum of 180 full days of instruction. Any days lost to "Acts of God", beyond the 30 hours permitted in school code, will be rescheduled. A teacher required to work both "Act of God" days and rescheduled days will be compensated at his/her per diem rate. Teachers required to work only on rescheduled days will receive no additional compensation.

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

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

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

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

#### **ARTICLE XXVII TEACHER EFFECTIVENESS LOAN FUND**

The Board agrees to maintain an annual fund from which staff members who teach in the District may borrow up to \$1,000 at 2% interest, to take courses in their academic areas, or courses required for an advanced degree.

The borrower shall repay the sum to the fund within one (1) year from the date of borrowing in monthly installments authorized for deduction from his/her pay check or, at the teacher's option, in a lump sum payment.

#### **ARTICLE XXVIII MISCELLANEOUS**

- A. When Enrichment teachers are out of school for either personal or physical reasons, the school district will hire a substitute for the day or days.
- B. Extra Curricular Activities: All extra curricular positions shall be assigned prior to August 15 of each year. Any changes, not involving removal, after this date, shall be made only with the consent of the affected personnel. No person filling an extra curricular position shall be removed or placed on probation unless:

1. Verbal warning has been given him.



2. A written statement detailing the problem is given to the person.
  3. Two (2) weeks elapse without noticeable change as determined by the administrator. The only exception to this dismissal process is in the case of gross negligence.
- C. Student Teachers Assignments: Supervisory teachers of student teachers shall be fully certified, tenure teachers who have served at least two (2) years in the Croswell-Lexington Schools. Any exceptions to this rule shall be negotiated through the Association's negotiators.
- D. Tuberculin Test Requirements: All teachers shall furnish the Superintendent with a copy of his tuberculin test, according to the laws of the State of Michigan.
- E. Building Representatives: Each school building in the District shall have a representative appointed by the President of the Association and the President shall inform each school principal of such appointments by September 30<sup>th</sup> of each year.
- F. Length of Classes: To the degree possible, all classes of like subject in the Middle and Senior High Schools shall be of equal length. (Within the confines of each building).
- G. The Board of Education will comply with its policy concerning complaints received about employees. Verbal and written complaints will be turned over to the Superintendent for investigation and will not be discussed by the Board unless it's for the purpose of clearing up the nature of the complaint.
- If the complaint is returned to the Board after an unsatisfactory resolution of the problem by the Superintendent, the Board will notify the teacher at least five (5) days in advance of the Board meeting so the teacher may be present at the Board meeting when the complaint is officially discussed by the Board.
- H. Resignation Grace Period: The Board shall grant a grace period of seven (7) calendar days to any teacher who submits a resignation, before accepting the resignation as official, providing that the resignation is submitted before August 1.
- I. Released time for CLEA President: When necessary, the CLEA president may use the preparation period to visit other buildings and conduct CLEA business.
- J. Teacher Evaluation of Administration: To be rewritten and added to the contract at this point.
- K. The District provides access to technology resources including access to the Internet. These resources allow interaction internally within the district and externally to systems located all over the world. These resources have a limited educational purpose. This purpose is to provide access to electronic resources to promote and enhance student learning consistent with District educational goals and objectives. The district's acceptable use policy ensures that use of the network by students, staff, and board members is done in an appropriate manner. Network use is a privilege and not a right. Users are obligated

to respect and protect the rights of every other user and act in a responsible, ethical, and legal manner. Failure to abide by this policy may result in loss of privileges, disciplinary action, and/or legal action.

- L. A terminated employee who believes they have a claim to file a civil rights claim of wrongful discharge must do so within six months from the date of their termination.

**APPENDIX I**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2007 and shall continue in effect through June 30, 2009. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**BOARD OF EDUCATION**

BY: *Jeffery A. [Signature]* PRESIDENT

BY: *Suzette Wagner* SECRETARY

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

BY: *Robert W. Fitzpatrick* PRESIDENT

BY: *Robert W. Fitzpatrick* CHIEF NEGOTIATOR

## APPENDIX II

### Teaching Staff 2007-2008 Salary Schedule

STEP	BA	BA + 16	MA	MA + 16	MA + 30
1	33,492	34,999	36,574	38,220	39,940
2	34,999	36,574	38,220	39,940	41,737
3	36,574	38,220	39,940	41,737	43,615
4	38,220	39,940	41,737	43,615	45,578
5	39,940	41,737	43,615	45,578	47,629
6	41,737	43,615	45,578	47,629	49,772
7	43,615	45,578	47,629	49,772	52,012
8	45,578	47,629	49,772	52,012	54,353
9	47,629	49,772	52,012	54,353	56,798
10	49,772	52,012	54,353	56,798	59,354
11	52,012	54,353	56,798	59,354	62,025
12	55,466	57,962	60,570	63,296	66,144

### Teaching Staff 2008-2009 Salary Schedule

STEP	BA	BA + 16	MA	MA + 16	MA + 30
1	33,911	35,437	37,031	38,698	40,439
2	35,437	37,031	38,698	40,439	42,259
3	37,031	38,698	40,439	42,259	44,160
4	38,698	40,439	42,259	44,160	46,148
5	40,439	42,259	44,160	46,148	48,224
6	42,259	44,160	46,148	48,224	50,394
7	44,160	46,148	48,224	50,394	52,662
8	46,148	48,224	50,394	52,662	55,032
9	48,224	50,394	52,662	55,032	57,508
10	50,394	52,662	55,032	57,508	60,096
11	52,662	55,032	57,508	60,096	62,801
12	56,159	58,686	61,327	64,087	66,971

**APPENDIX III****PROFESSIONAL COMPENSATION**

- A. The salaries of professional personnel covered by this Agreement are set forth in salary schedules which are incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. The Board will give up to six (6) years for experience from any public school.
- C. If a teacher completes the requirements for higher degree, adjustments on the salary schedule will take place for first semester, if official notification from the granting institution has been received by November 1 and February 1, for the second semester.
- D. All teacher paychecks shall be placed in envelopes except those picked up at central office by the employee.
- E. BA+16 must be on an approved Master's Degree program.
- F.
1. All payments for extra curricular Schedule B positions shall be paid in a check separate from their regular pay at the end of the season or, for year positions, ½ at the end of each semester, also in separate checks. Payments will be authorized upon the certification by the athletic director and/or the building administrator that the activity has been satisfactorily completed.
  2. It will be the building principal's responsibility to acquire all substitutes for extra curricular personnel who must leave their regular assignment to fulfill their extra curricular obligation.
  3. Any non-CLEA coach hired who does not have MHSAA CAP Program certification shall be paid one (1) percent lower than the schedule states in the contract.
- G. Newly hired teachers whose first work day occurs by November 1 will be credited with a full year of teaching experience and will be moved to the next salary step at the beginning of the following school year. Newly hired teachers whose first work day occurs between November 2 and March 1 will be credited with one half year of teaching experience, and will be moved to the next salary step at the semester change (January) in successive years. Newly hired teachers whose first work day occurs after March 1 will receive no experience credit for the remainder of the year.

**APPENDIX IV**

**Fringe Benefits**

1. The Board shall provide MESSA Choices II Insurance with the following coverage:

<u>PLAN A</u>	<u>PLAN A</u>	<u>PLAN B</u>
<b>School Year 2007-08</b>	<b>School Year 2008-09</b>	<b>School Year 2007-09</b>
Health – MESSA Choices II - Drug co-pay \$10/10 RX card Long Term Disability \$3,000 Maximum 90 Calendar Days Pre-existing Conditions Waiver Freeze on Offsets Alcoholism/Drug - Two Year Limitation Mental/Nervous - Two Year Limitation Negotiated Life - \$50,000 with AD&D Vision - VSP 3+ COB Dental 100:90/90/90 Auto +008 COB Adult Orthodontic \$1500/ year	Health – MESSA Choices II - Drug co-pay \$10/20 RX card Long Term Disability \$3,000 Maximum 90 Calendar Days Pre-existing Conditions Waiver Freeze on Offsets Alcoholism/Drug - Two Year Limitation Mental/Nervous - Two Year Limitation Negotiated Life - \$50,000 with AD&D Vision - VSP 3+ COB Dental 100:90/90/90 Auto +008 COB Adult Orthodontic \$1500/year	Long Term Disability 66 2/3% \$3,000 Maximum 90 Calendar Days Pre-Existing Conditions Waiver Freeze on Offsets Alcoholism/Drug - Two Year Limitation Mental/Nervous - Two Year Limitation Negotiated Life - \$50,000 with AD&D Vision - VSP 3+ COB Dental 100:90/90/90 Auto +008 COB Adult Orthodontic \$1500/year

2. Cash in Lieu of Health Insurance - \$200 per month

3. Employees will contribute as follows for health insurance:

Period of Coverage	Elected Coverage	
	Plan A	Plan B
July 1, 2007-June 30, 2009	\$95 per month	\$0

4. Severance pay equal to \$30 per day of unused sick leave with 120 day maximum. In the event to death, the amount will be paid to the estate.

**APPENDIX V****INSURANCE PROTECTION**

- A. The Board shall allow tax deferred annuity salary reduction pursuant to Section 403 (b) of the Internal Revenue Code of 1954, as amended. If Section 403 (b) deferral limits are met, Section 457 deferral will be allowed.
- B. In the event that an employee has exhausted sick leave accrual, the above mentioned fringe benefits shall continue following the provisions of the Family Medical Leave Act (FMLA). This shall not apply to anyone who is incarcerated.

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

- C. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for the full twelve (12) month period commencing on October 1 and ending September 30. The open enrollment period determined by the insurance company, including opportunities for summer pre-enrollment and fall open enrollment. When necessary, premiums on behalf of the teacher shall be made to assure uninterrupted participation and coverage. Upon retirement, insurance will terminate effective with eligibility into the Michigan Public School Employee Retirement System coverage.

## APPENDIX VI Extra Curricular Pay

### Schedule II

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

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

- D. This Schedule II shall include a hold harmless clause which guarantees employees in the extra-curricular positions in the 1996-97 contract year will receive, at a minimum, their 1996-97 rate of pay plus 14% in the 2003-04 contract year, plus 16% in the 2004-05 contract year, and plus 18% for the 2005-06 contract year, plus 20% for the 2007-08 contract year, plus 22% for the 2008-09 contract year for the term of this contract or for the duration of their employment in the extra-curricular position, whichever is shorter.



### Schedule II

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

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

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

Non-Athletic Activity	Position	Contract Percent
Band	H.S. Director	12%
	M.S. Director	9%
Student Council	H.S. Advisor	5%
	M.S. Advisor	5%
Play	H.S. Director	6% per play
	Assistant Director	3% per play
	M.S. Director	2% per play
Debate/ Forensics	Advisor	3%
Yearbook	H.S. Advisor	3%
	M.S. Advisor	3%
Newspaper	H.S. Advisor	3%
	M.S. Advisor	3%
Choir/Music	H.S. Director	3%
	M.S. Director	3%
	Elementary Music	2%
Musical	H.S. Director	6%
	Assistant Director	4%
Department Chairpersons	Elementary and Secondary (12)	6%
	Dept. Assistants	4%
Academic Games Advisors	Social Studies	1%
	Math	1%
	Science	1%
	Language Arts	1%
	Coordinator	1%
Science Olympiad	H.S. Advisor	2%
	M.S. Advisor	2%
Social Studies Olympiad	M.S. Head Coach	3%
	M.S. Assistant	1%
	H.S. Head Coach	3%
	H.S. Assistant	1%
Quiz Bowl	H.S. Head Coach	3%
	M.S. Head Coach	3%
Class Advisors	Senior Advisor	3%
	Junior Advisor	4%
	Sophomore Advisor	2%
	Freshman Advisor	2%
Club Sponsors	SADD	1%
	NHS	1%
	Woods Lab/IE Fair	5%
Mentors	Mentor to 1 <sup>st</sup> yr teacher	\$300
	Mentor to 2 <sup>nd</sup> or 3 <sup>rd</sup> yr teacher	\$100
NCA	Chairperson (1 per building)	\$500

Driver's Education Instructors - \$21.00 per hour

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

Mileage at IRS rate.

APPENDIX VII

LEAVE REQUEST FORM

\_\_\_\_\_  
Department

\_\_\_\_\_  
Date of Application

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Beginning Date of Leave

\_\_\_\_\_  
Date Return to Work

**LEAVE TYPE**

\_\_\_\_\_ Personal

\_\_\_\_\_ Illness (Appointments)

\_\_\_\_\_ Funeral

\_\_\_\_\_ Critical Family Illness

\_\_\_\_\_  
Number of Days Requested

\_\_\_\_\_ Substitute Needed

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervisor's Signature

It is understood that all leave requests will conform to all provisions in the Employee's Master Agreement.

\_\_\_\_\_  
Superintendent or Designee

**APPENDIX VIII**

<b>CROSWELL-LEXINGTON 2007-08 School Calendar</b>			<b>Students Days</b>	<b>Extra Teacher Days</b>	<b>Total</b>
<b><u>AUGUST</u></b>			0	3	3
Tues.	Aug. 28	Orientation			
Wed.	Aug. 29	Teacher Training (County Inservice)			
Thurs.	Aug. 30	Teacher Training/Open House			
Fri.	Aug. 31	NO SCHOOL - Labor Day weekend			
<b><u>SEPTEMBER</u></b>			19		19
Mon.	Sept. 3	NO SCHOOL - Labor Day weekend			
Tues.	Sept. 4	Students' First Day			
<b><u>OCTOBER</u></b>			23		23
<b><u>NOVEMBER</u></b>			18	1	19
Thurs.	Nov. 8	No School for Students Parent Teacher Conferences 1:00-4:00 p.m. and 5:00-8:00 p.m.		1	
Wed.- Fri.	Nov. 21-23	NO SCHOOL - Thanksgiving Break			
<b><u>DECEMBER</u></b>			14		14
Fri.- Mon.	Dec 21-31	NO SCHOOL - Holiday Break			
<b><u>JANUARY</u></b>			20	1	21
Wed.	Jan. 2	NO SCHOOL - Last day of Break		1	
Fri.	Jan. 18	No School for Students - Records			
<b><u>FEBRUARY</u></b>			20		20
Mon.	Feb. 18	NO SCHOOL - President's Day			
<b><u>MARCH</u></b>			19		19
Fri.	March 21	NO SCHOOL - Good Friday			
Mon.	March 31	NO SCHOOL - Spring Break			
<b><u>APRIL</u></b>			18		18
Tues.- Fri.	April 1-4	NO SCHOOL - Spring Break			
<b><u>MAY</u></b>			21		21
Mon.	May 26	NO SCHOOL - Memorial Day			
<b><u>JUNE</u></b>			8	1	9
Wed.	June 11	Last Day for students		1	
Thurs.	June 12	Records Day for teachers			
			180	6	186
Professional Learning Communities (12 one hour sessions)				12 hrs	2
Snowdays/Act of God Days will be made up at the end of year.					188

## Appendix IX

### School Day Schedules by Building for the 2006-07 School Year

Building	High School	Middle School	Geiger Elementary	Frostick Elementary	Meyer Elementary
Teacher Day Start Time	8:25 a.m.	8:25 a.m.	8:15 a.m.	8:15 a.m.	7:35 a.m.
First Bell for Students	8:35 a.m.	8:35 a.m.	8:25 a.m.	8:25 a.m.	7:45 a.m.
Student Instruction Start Time	8:40 a.m.	8:40 a.m.	8:30 a.m.	8:35 a.m.	7:50 a.m.
Student Instruction Stop Time	3:30 p.m.	3:30 p.m.	3:10 p.m.	3:10 p.m.	2:30 p.m.
Teacher Day Stop Time	3:35 p.m.	3:35 p.m.	3:25 p.m.	3:25 p.m.	2:45 p.m.

## Appendix X

### CLEA Grievance Form

<b>Building</b>	
<b>Assignment</b>	
<b>Name of Grievant</b>	
<b>Date of Informal Meeting with Principal</b>	

LEVEL ONE (Principal Level)	
Date Cause of Grievance Occurred	
Contract Article/Section/Paragraph(s) Violated	
Statement of Grievance	
Relief Sought	
Signature of Grievant	Date
Acknowledgement of Building Representative	Date

Date Received by Principal	
Date of Meeting between Grievant and Principal	
Disposition by Principal	
Signature of Principal	Date

Position of Grievant or Association	
Signature of CLEA Grievance Chairperson	Date

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

Position of Association	
Signature of CLEA Grievance Chairperson	Date

LEVEL THREE (MERC Level)	
Date Submitted to MERC	
Disposition by MERC	
Signature of MERC Board	Date

Position of Association	
Signature of CLEA Grievance Chairperson	Date

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