

AGREEMENT
between
The Clinton Community Schools
Board of Education
and
The Clinton Education Association
07/01/2024 - 06/30/27

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This Agreement entered into on July 1, 2024, by and between the, Clinton Community Schools hereafter called the "Board", and Hillsdale Lenawee County Education Association, CEA, MEA, NEA, hereinafter called the "Association".

The Board has a statutory obligation, pursuant to the Michigan Public Employee Employment Relations Act, as amended, to bargain with the Association as the representative of its teacher personnel with respect to hours, wages, terms, and conditions of employment.

The parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to confirm in the Agreement.

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

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act, as amended, for all teachers, school counselors, library media specialists, and behavioral management specialists (unless otherwise stated herein, teachers, school counselors, library media specialists, and behavioral management specialists may be collectively referred to as “teachers) under contract with the Board, excluding all administrative personnel and substitute teachers and temporary per-diem teachers, adult and/or community education teachers and coaches who are not otherwise in the unit as teachers, and all other employees of the Board.
- B. This recognition shall extend for the duration of this Agreement.

ARTICLE 2

RIGHTS OF THE BOARD

- A. All rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school District's business, the equipment, and the operations and to direct the working forces and affairs of the Employer.
 2. Continue its right of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business hours or days.
 3. Direct the personnel, including the right to hire, promote, suspend, layoff, and discharge employees.
 4. Adopt reasonable rules and regulations.
 5. Determine the qualification of employees.
 6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions, buildings or other facilities.
 7. Determine the placement of operations, service, maintenance or distribution of work, and the source of materials and supplies.
 8. Determine the financial policies, including all accounting practices.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 10. Determine the policy affecting the selection or training of employees, provided that such selection shall be based upon lawful criteria.

11. Determine the educational program, curriculum, and staffing requirements, (including the assignment of bargaining unit work to non- bargaining unit members and the subcontracting of bargaining unit work.
12. The exercise of the 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 specific and express terms of this Agreement and then only to the extent such specific and express 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 3

RIGHTS OF THE TEACHER

- A. The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers with respect to the maintenance of control and discipline on school property.
- B. Any case of assault upon a teacher (physical, verbal, cyber or written) shall be promptly reported to the Board through the teacher's immediate supervisor. In the event of unprovoked assault, or if the teacher is complained against or threatened with court action by reason of disciplinary action taken against a student or any other school related behavior, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault or court action and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities to the limits of the school District's liability insurance; provided that:
 - 1. The teacher submits to the Superintendent a written request for the above-described assistance.
 - 2. The teacher acted within the scope of Board policy, and
 - 3. That the actions were reasonable and prudent as determined by the Board.The Board's determination shall include a full investigation of the assault and all conditions surrounding it.
- C. All teachers shall observe rules respecting punishment of students as established by the Board or required by law.
- D. Teachers shall be required to exercise reasonable care with respect to the safety of pupils and their property.
- E. Any complaint directed toward a teacher shall be called to the teacher's attention and prior to any disciplinary action being taken by the Administration

If a complaint is raised against a teacher or teachers at a Board meeting, that complaint will be received and taken under advisement. The teacher or teachers involved will be notified of such a complaint before any action is taken.

ARTICLE 4

RIGHTS OF THE ASSOCIATION

- A. In addition to the terms of the Contract and the policies of the Board of Education, the Association is hereby guaranteed all rights established by State Law governing teacher employment, tenure, fair labor practices and recognition, excluding any items which are prohibited subjects of bargaining. Any rights established by State or Federal laws are subject to the exclusive remedy contained in those laws.
- B. The bargaining unit and its members shall have the privilege to use school building facilities on the same basis as other community organizations or groups, as governed by Board Policy. Such use shall not violate the Campaign Finance Act or any other law.
- C. Bulletin board space in the faculty lounge of each building shall be provided to the Association for the purpose of communication. Such use shall not violate the Campaign Finance Act or any other law.
- D. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the District and the Association shall have the opportunity to discuss this budget with school officials.
- E. The Board agrees to furnish, via email to the Association president, and or the District Website the school board meeting agenda and the minutes of all regular and special meetings, with the exception of closed sessions to Association members.
- F. The Administrative Council will meet for the purpose of addressing and resolving issues affecting more than one building. The Association representative for each building and the Association President are regular members. Other members include the Superintendent, all other administrators, and may include counselors and middle school and high school athletic directors.
- G. The Board will allow three (3) Association days per school year for the President and/or his/her designees. The Association will pay for the cost of substitutes and for the cost of the teacher who is absent including salary, FICA, retirement contribution and insurance.

ARTICLE 5

TEACHING HOURS

- A. Teachers shall report at the appropriate time for their building per Appendix 3 and shall be at their teaching stations not later than ten (10) minutes before the beginning of the school day for students and at the end of the school day shall remain at their teaching stations until the official close of the day for staff, which shall not exceed seven (7) hours and thirty (30) minutes after the staff starting time unless otherwise assigned or directed. In those cases where the schedule demands that a part-time teachers' conference period be assigned between academic teaching assignments, the Board will pay the teacher the full conference period but reserves the right to schedule that teacher to other student supervisory or curricular assignments for the remainder of the conference period.
- B. Each staff meeting will be announced at least one (1) week in advance except in emergencies. Staff shall reserve one weekday for administratively called staff meetings. The building administrator shall implement a consistent schedule utilizing the same weekday throughout the school year except in the case of emergencies. Teachers shall not be required to attend more than one staff meeting per week.
- C. Administratively called staff meetings shall not average more than one (1) hour per week per month. If a staff meeting is scheduled which exceeds one (1) hour, notification must be given to staff via the Faculty Bulletin at least one week in advance.
- D. Duty-free lunch periods of thirty-five (35) minutes duration shall be provided for all teachers. The Administration will schedule all sections of a grade for recess and lunch period at the same time whenever educationally feasible.
- E. All teachers in the elementary grades, K-5, will be provided with a minimum of two hundred thirty (230) minutes of conference time per week during the school day, when students are in attendance, to be provided in not less than Fifteen (15) minute blocks. Each teacher shall be guaranteed at least one fifteen (15) minute block in any given day. A sincere attempt will be made to arrange the schedule so that conference blocks will be longer when and if possible. The beginning and ending time shall not be construed as conference time. All teachers in K-5 shall have two (2) one-half (1/2) days with students at the end of the second semester to complete responsibilities. Teachers, grades 6-12, shall be provided with no less than two hundred thirty (230) minutes of conference time per week. The amount of conference time referenced in this section shall apply during full normal weeks of school, but during any weeks when the schedule is adjusted, it is recognized and agreed that there may be less than the specified conference time.

The Board agrees that it will arrange a schedule that will provide the traveling teacher between the Elementary and Middle School a minimum of eight (8) minutes and between the Middle or Elementary and High School ten (10) minutes of travel time unless travel is scheduled during a conference period or lunch period.

Teachers traveling between Elementary and Middle School to High School and vice versa during the school day due to instructional teaching assignment will receive compensation of \$1.00 per day for mileage. Any teachers traveling between Elementary and Middle School to High School and vice versa during their conference or lunchtime due to instructional teaching assignment will receive an additional \$2.00 per day for time compensation. No teacher shall receive more than \$3.00 per day for travel.

If a teacher shall teach more than the normal teaching load (six (6) periods in a seven (7) period day, or the equivalent thereof), thereby not receiving their conference minutes, he/she shall receive additional compensation at the rate of one-seventh (1/7) of his/her basic teaching salary.

In the elementary grades, K-5, a teacher who has a split grade level class will receive an additional \$750.00 stipend per semester.

Teachers in a split grade-level classroom will receive an additional thirty (30) minutes per week for planning.

Teachers in a team-taught classroom will receive an additional thirty (30) minutes per week for planning unless these teachers are provided with common planning time.

- F. The teachers recognize the educational importance of Parent-Teacher Conferences. When such activities are held after school hours (as set forth in Item A of this Article) and at which attendance is required, compensatory time will be given. If it is mutually determined between the principal and teachers that additional parent conference time is needed then an equal amount of release time and/or monetary remuneration shall be negotiated for all affected teachers.

An elementary teacher may request up to eight (8) hours of pay at the non-instructional rate for conferences during the school year. This is in addition to the three (3) hours of required PTC indicated on the calendar.

- G. The staff agrees to attend Open House activities and/or other after-hours assignments in conjunction with their building activities, as directed by the Board, not to exceed two such after-hour assignments per Contract year. Teachers shall be given the opportunity to select such assignments or to be assigned with two (2) weeks' advance notice.

- H. Teachers will be given two (2) regularly scheduled working days, starting after the marking period ends, to complete report cards in the computer grading program. This two (2) day period will begin the next school day after each nine (9) weeks and end at the end of the second day.
- I. For the end of the school year, grades for all buildings will be due by the end of the last teacher day.
- J. Attendance procedures will comply with state requirements and building procedures as directed by the School Administration.

ARTICLE 6

SPECIAL STUDENT PROGRAMS

- A. Children who receive special education services, will to the extent feasible, be placed according to the following criteria:
 - 1. Consistent with the Individualized Educational Program.
 - 2. Student academic welfare.
 - 3. Academic level of instruction.
 - 4. Teacher load.
 - 5. Even distribution in like classes if scheduling permits.
- B. The Administration will inform teachers of known special needs and/or of the condition of their students as permitted by law.

ARTICLE 7

TEACHING CONDITIONS

- A. The availability of optimum school facilities for both students and teachers is desirable to ensure the high quality of education which is the goal of both the teacher and the Board. The primary duty and responsibility of the teacher is to teach and the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.
- B. Appropriate texts, library facilities, laboratory equipment, audio-visual equipment, and similar educational materials are the tools of the teacher profession. The Administration will confer with the teachers involved for the purpose of selecting educational tools and in an advisory capacity in establishing the instructional budget. The Board shall make every attempt to keep the schools reasonably equipped and maintained and shall expect the full cooperation of each teacher and the local Association as a group in properly maintaining all educational tools, equipment, and facilities.
- C. The Board shall continue, as it presently does, to furnish lounge and restroom facilities for each building. Telephone facilities shall be made available to teachers for their professional use.
- D. The parties recognize that optimum school facilities for both students and teachers are desirable to ensure the high quality of education and are the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to create an effective learning environment and that the organization of the school, and the school days should be directed toward ensuring that energy of the teacher is primarily utilized to this end. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible to meet the following optimum standards except in traditional large group instruction or experimental classes where the Association has agreed in writing to exceed these maxima:
 - 1. With the exception of secondary instrumental is agreed that class size will be limited to:
 - a. 24 students in Y5 – 3rd
 - b. 26 students in 4-5th
 - c. 32 students in 6th – 12th
 - d. 40 students in secondary vocal music and physical education
 - 2. **Elementary Classroom Teacher (Y5 – 5):** The teacher will be compensated at \$300 for every full-time student over the class size limit for each

Semester/Trimester the student is enrolled. Class size will be determined by student attendance count taken after October and February count days after the start of each Semester/Trimester.

3. **Secondary Classroom Teacher (Secondary is defined to encompass grades 6-12):** The teacher will be compensated at \$60 for every full-time student over the class size limit for each Semester/Trimester the student is enrolled. Class size will be determined by student attendance count taken after October and February count days after the start of each Semester/Trimester.

4. **Teachers shall inform their building principal of the overload.**

- E. Before a student can be promoted against the advice of a teacher, a meeting will be held with the Superintendent, building principals, counselors, teachers and parents. The teacher's input will be of major importance. The final decision rests with the Superintendent. Minutes of such meeting will be placed in the student's file. Should a student be promoted against the advice of a teacher, a letter of dissent may be placed in the student's file.
- F. The parties agree that the topics of School Improvement are of interest to the District and Association.
- G. School improvement committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and the Board.
- H. The District shall continue to use the IEP process in accordance with Special Education rules and regulations and provide the needed training provided by the Lenawee Intermediate School District.
- I. For the first three (3) years of his/her employment in classroom teaching, a teacher shall be given one (1) or more mentor teachers. Should no qualified (For the purpose of this section, "qualified" means having had at least three years of teaching experience and working in a teaching assignment appropriate to the subject competency and grade level(s) of the mentee teacher.) teacher within the District wish volunteer to participate as a mentor teacher the District may use college professors, or retired master teachers, who agree to act as mentor(s) to the teacher. During the first three-year period, the teacher must satisfactorily complete an extensive professional development induction into teaching based on the individualized development plan which shall meet the requirements of applicable law. The District shall not be required to provide release time to the teacher to satisfy the professional development requirement mandated by law, shall not provide additional compensation to the

teacher for professional development, and shall not reimburse the teacher for any costs incurred in fulfilling this statutory requirement. The mentor teachers from within the staff shall receive the following stipend per mentee.

| | |
|-----------------------|-------|
| First year probation | \$875 |
| Second year probation | \$630 |
| Third year probation | \$350 |

- J. Each teacher shall have the right, upon request to review the content of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

ARTICLE 8

SENIORITY

- A. The term seniority means the length of continuous teaching service with the Board.
- B. An administrator who has been a teacher in the District and who returns to the teacher bargaining unit shall retain seniority for all years of teaching service to the District.
- C. An administrator who has not been a teacher in the District, but who earns tenure as a teacher by the District shall, when entering the bargaining unit, be granted two (2) years of seniority.
- D. All seniority is lost when employment is severed by resignation, retirement, or termination; however, seniority is retained if severance of employment is due to layoff.
- E. During unpaid leaves of absence granted pursuant to this Agreement, seniority shall not continue to accrue except as specifically required by this Agreement or by law.
- F. Seniority within the District shall be determined by the criteria in the order that follows:
 - 1. Years of continuous service as defined above. The effective date of employment shall be the first date of actual work in the District, excluding extra-duty assignments.
 - 2. In the event more than one teacher has the same first date of actual work in the District, a lottery mutually organized and participated in by the Association and Administration will be used within sixty (60) days of the first date of actual work in the District to determine seniority.
 - 3. Part-time teachers teaching one-half (1/2) day schedule or more than one-half (1/2) days schedule shall be treated for seniority purposes the same as full time teachers. Those teaching less than one-half (1/2) schedule shall have their service computed to full time equivalency.
- G. The Board shall prepare the seniority list based on criteria as set forth above and submit a copy of the same to the Association on or before the 30th day of September of each year.

ARTICLE 9

VACANCIES AND TEACHER PLACEMENT

- A. Definition of “Vacancy”: A vacancy shall be defined for purposes of this Article as a classroom teacher position that is presently unfilled and for which the District intends to fill and any newly created classroom teacher positions.
- B. Definition of “Classroom Teacher”: For the purposes of this Article, “classroom teacher” shall mean only those teachers who have a valid Michigan teacher certificate or authorization or who are engaged to teach under section 1233b of Michigan’s Revised School Code, MCL 380.1233b, who is employed by the District and who is assigned by the District to deliver direct instruction to students in any of grades K to 12 as a teacher of record.
- C. Notification (Posting) of Vacancies and Application: Notice of vacancies shall be posted on the District’s website and the District will send a link to the posting to the Association President within two business days of the vacancy being posted. Qualified classroom teachers may apply for a vacancy by submitting an e-mail of interest to the personnel office. The email shall include a current resume and evidence that the classroom teacher is qualified for the vacancy. Vacancies shall be filled in accordance with the procedure outlined in Section C below.
- D. Placement of Classroom Teachers.
 - 1. Internal classroom teachers who are determined by the District to meet the qualifications for the vacancy shall be interviewed for the position prior to considering external applicants. The District shall only fill a vacancy with an external applicant if no existing classroom teachers meet the qualification requirements for the vacancy as set forth in this Article.
 - 2. The District will place the most qualified internal or external candidate in the vacancy. “Most Qualified” shall be determined by the District after consideration of the following:
 - a. Appropriate and necessary certification, approval, or authorization for all aspects of the classroom teacher assignment.
 - b. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable course and grade.
 - c. Classroom teachers must be fully qualified for all aspects of their assignments as determined by the District, after consideration of the following, as applicable:
 - i. Compliance with applicable state or federal law.

- ii. Credentials needed for District, school, or program accreditation.
 - iii. Length of service in a grade level(s) or subject area(s).
 - iv. Recency of relevant and comparable teaching assignments.
 - v. The teacher's effectiveness as measured under the performance evaluation system used by the District.
 - vi. The teacher's disciplinary record.
 - d. Length of service will be considered as a tiebreaker if a Classroom Teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.
- E. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must, within five business days thereafter, provide written notice of that petition to the Superintendent's office.

ARTICLE 10

LAYOFF/RECALL OF CLASSROOM TEACHERS

- A. Definition of “Classroom Teacher”: For the purposes of this Article, “classroom teacher” shall mean only those teachers who have a valid Michigan teacher certificate or authorization or who are engaged to teach under section 1233b of Michigan’s Revised School Code, MCL 380.1233b, who is employed by the District and who is assigned by the District to deliver direct instruction to students in any of grades K to 12 as a teacher of record.
- B. Taking into consideration the District’s curricular, fiscal, and other operating conditions, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the curriculum. If the Superintendent determines that a reduction in classroom positions is necessary, the Superintendent will recommend to the Board the classroom positions to be eliminated and the classroom teachers to be laid off. Decisions about the reduction and recall of classroom teachers will be made by the Board after consideration of the following criteria:
 - 1. Retaining the most effective teachers as measured under the performance evaluation system used by the District.
 - 2. Retaining classroom teachers who are properly certified, approved, or authorized to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s).
 - 3. A classroom teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent’s office.
 - 4. Retaining classroom teachers that are fully qualified for all aspects of their assignments.
- C. Classroom teacher reductions and recalls are by formal Board action.
- D. The Association will be notified of the Superintendent’s intent to recommend a reduction in classroom teachers at least five days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff.
- E. Length of service will be considered as a tiebreaker if a classroom teacher reduction or recall decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.
- F. Classroom Teacher Recall Process

1. A Classroom Teacher is eligible for recall for 12 months from the date the District implemented the reduction in force.
2. The Superintendent will identify the academic level(s) or department(s) where a teaching vacancy exists.
3. Before or in lieu of initiating the recall of a laid-off Classroom Teacher, the Superintendent will reassign teachers to fill vacancies following the procedures of Article 9.
4. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
 - a. First, recall a laid-off classroom teacher who is certified and qualified for the vacancy, provided the Classroom Teacher was rated effective on their most recent year-end evaluation.
 - b. Second, post the vacancy and consider all qualified applicants.
5. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled classroom teachers.
6. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, has extended the time limit in writing.

ARTICLE 11 EVALUATION

- A. Definition of “Classroom Teacher”: For the purposes of this Article, “classroom teacher” shall mean only those teachers who have a valid Michigan teacher certificate or authorization or who are engaged to teach under section 1233b of Michigan’s Revised School Code, MCL 380.1233b, who is employed by the District and who is assigned by the District to deliver direct instruction to students in any of grades K to 12 as a teacher of record.

- B. Beginning with the 2024-25 school year the negotiated performance evaluation system for classroom teachers shall be the Charlotte Danielson Framework for Teaching evaluation tool. The performance evaluation system shall:
 - 1. Establish specific performance goals which are developed collaboratively between the school administration and the teacher and that are intended to improve the teachers effectiveness in the upcoming school year.
 - 2. Provide an evaluation of the teacher’s job performance with timely and constructive feedback.
 - 3. Evaluate the teacher’s performance using multiple rating categories including student growth and assessment data as described below.
 - 4. The use of student growth and assessment data as 20% of the year-end evaluation rating. For the purposes of classroom teacher year-end evaluation, student growth and assessment shall be measured using student learning objective metrics developed by the classroom teacher and approved by the school administrator and superintendent.
 - 5. Rate classroom teachers as effective, developing, or needing support.
 - 6. Provide each classroom teacher with a written evaluation including feedback as part of the year-end evaluation.

- C. Process: The Performance Evaluation
 - 1. Classroom observations for teachers will be conducted as follows:
 - a. The classroom observations used in the year-end evaluation must include, at a minimum, a review of the teacher’s lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
 - b. The observation must include, at a minimum, a review of pupil engagement in the lesson that is observed.
 - 2. In order to ensure 1.a and 1.b above, the classroom observation shall be no less than twenty (20) consecutive minutes.

3. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the classroom observation. Not later than 12-hours after the classroom observation occurs, the teacher will provide to the observer their written lesson plan and the state curriculum standards being used in the lesson for the period of the classroom observation.
4. Feedback on both 1.a and 1.b will be discussed during the post-observation meeting between the observer and the teacher. The post-observation meeting shall be held no later than ten (10) school days after the classroom observation occurred. At the post-observation meeting, the teacher will be provided with written feedback.
5. Beginning July 1, 2024, the annual, year-end performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support”.
 - a. The year-end evaluation determination and written feedback shall be delivered at a meeting with the evaluating administrator and the classroom teacher no later than two weeks prior to the end of the school year. In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” on the year-end evaluation determination.
6. Teachers who work less than 60 days in any school year, shall receive the same year-end evaluation rating they received in the prior school year for the current year.
7. Beginning July 1, 2024, if a tenured teacher has been rated “effective”, for three (3) consecutive year-end evaluations, they shall be evaluated triennially thereafter, provided however that if the teacher is not rated as effective on one of these triennial year-end evaluations, the teacher will again be provided with annual year-end evaluations.
8. The Board will ensure that an individualized development plan (IDP) with performance goals developed by the school administration in consultation with the teacher and which includes recommended training to improve the teacher’s effectiveness is created for the following:
 - a. All probationary teachers (as defined by Michigan’s Teacher’s Tenure Act, but excluding those teachers who do not meet the definition of teacher as set forth in section 1229 of Michigan’s Revised School Code, MCL 380.1229(6)).
 - b. All teachers who were rated minimally effective or ineffective on their 2023-2024 year-end evaluation.

- c. All teachers who were rated as needing support or developing on their most recent year-end evaluation.
- 9. Any non-compliance with the evaluation process as described above shall be subject to the grievance process, but, except as is set forth in section 1249 of Michigan's Revised School Code, MCL 380.1249(1)(l)(iii), year-end evaluation ratings shall not be subject to arbitration, and an arbitrator shall have no jurisdiction over the year-end evaluation rating assigned by the District.
- 10. All teachers shall have the right to submit a written rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

D. Rights of Tenured Teachers:

- 1. A tenured teacher who is rated as "needing support" on a year-end evaluation shall have the following options available:
 - a. The teacher may request a review of the evaluation and the rating to the district's superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request, the superintendent shall review the evaluation and rating and may make any modifications as appropriate. A written response regarding the superintendent's findings must be provided to the teacher who requested the review not more than 30 calendar days after the request for review was submitted to the superintendent.
 - b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
 - c. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article 19.

ARTICLE 12
RESPONSIBLE TEACHING

- A. Teachers shall adhere to Board policies, accepted standards of professional educational responsibility, and the legitimate interests of the District as to instruction and expression in the school setting.

ARTICLE 13

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being.

ARTICLE 14

DISCIPLINARY PROCEDURES

- A. The District will not arbitrarily and capriciously discipline any bargaining unit member.
- B. Procedural disciplinary process:
 - 1. The alleged conduct must be a breach of contract, board policy, law, or the professional and ethical standards expected of members of the teaching profession.
 - 2. The District must undertake an investigation into the allegations and must establish by a preponderance of the evidence that the member violated contract, board policy, law, and/or the professional and ethical standards expected of members of the teaching profession. The District may place the alleged offender on non-disciplinary, paid administrative leave during the course of the investigation process.
 - 3. The District must provide the member with written documentation describing the investigation outcome.
 - 4. The District shall generally apply disciplinary action in a consistent manner, provided however that the District may consider past conduct of the individual and the seriousness of the offense when determining disciplinary action.
 - 5. The term "discipline" as used in this Agreement includes:
 - a. Written warning,
 - b. Written reprimands,
 - c. suspensions without pay,
 - d. Termination,
 - 6. The District shall strive to implement disciplinary action in a progressive manner, provided however that, any disciplinary or progressive disciplinary steps may be proportional to the level of severity of the misconduct as determined by the District. Generally, the District shall implement the following progression of discipline, provided however that the District reserves the right to assess discipline that it determines is appropriate based on the seriousness of the offense and the offender's prior conduct:
 - a. Written warning;
 - b. Written reprimand;
 - c. Suspension without pay;
 - d. Termination

7. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.
8. In the case of a severe offense the District will consult with the Association to provide reasonable cause for the acceleration of such discipline.
9. Any discipline, independent of Category I, II, and III enumerated offenses (<https://www.michigan.gov/mde/services/ed-serv/educator-conduct/enumerated-offenses>), shall be subject to the grievance procedure, provided however that, if the District followed the disciplinary procedures set forth herein, the disciplinary action taken by the District shall not be subject to arbitration and an arbitrator shall have no jurisdiction over the disciplinary action taken by the District.

ARTICLE 15

NEGOTIATION PROCEDURES

- A. Negotiations between the parties shall begin at least sixty (60) days before the expiration of the Agreement. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached before the expiration date, the Agreement shall expire at such expiration date unless it is extended for a particular period or periods by mutual written agreement of the parties.

- B. The District and Association acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals as to any subject matter not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the District and Association after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Association, for the life of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agree that the other shall not be obligated to bargain collectively as to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 16

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary teacher.
 2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 3. Any matters that are prohibited bargaining subjects, matters contained in Article 2 (Board Rights), or matters contained in Board of Education Policy.
- B. The grievance procedure shall not apply to any decisions concerning the discharge of discipline of an individual employee, whose employment is regulated by the Teacher's Tenure Act of the impact of those decisions on the individual employee or bargaining unit whose areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- C. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One and the Superintendent or his designated representative to act at Level Two.
- D. The term "days" means those days in which school is in session. During the summer recess the term "days" means business days Monday through Friday.
- E. Written grievances as required herein shall:
1. Be signed by the grievant or grievant(s)
 2. Be specific;
 3. Contain a synopsis of the facts giving rise to the alleged violation;
 4. Cite each section or subsections of this Agreement alleged to have been violated;
 5. Contain the date of the alleged violation;
 6. Specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

F. Level One

1. A teacher believing to be wronged by an alleged violation of the express provisions of this Agreement shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve the same.
2. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

G. Level Two

1. All Level Two filings shall contain an endorsement stating the approval or disapproval of the Association.
2. A copy of the written grievance shall be filed with the Superintendent or his designee.
 - a. If the Superintendent is unavailable, the time limitations on appealing to Level Two shall be met by delivery to the Superintendent's secretary of a written copy of the grievance signed by the grievant and attested to by an officer of the Association.
3. The letter must be filed within five (5) days of failure to reach satisfaction of the grievance at Level One.
4. Within five (5) days of receipt of the grievance, the Superintendent or his designee shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance.
5. Within (5) days of the discussion the Superintendent or his designee shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.
6. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal to the Board by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days before the next regularly scheduled Board meeting.

H. Level Three

1. Upon proper application as specified in Level Two, the Board shall allow the teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled.
2. No later than the next regularly scheduled Board meeting from the hearing of the grievance, the Board shall render its decision in writing.
3. The Board may hold future hearings, may designate one or more of its members to hold future hearings, or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board later no later than the next regularly scheduled school board meeting.
4. A copy of the Board's written decision shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

I. Level Four

1. Individual teachers shall not have the right to process a grievance at Level Four.
2. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance.
3. The arbitrator will be selected in accordance with the rules of the American Arbitration Association and the arbitration shall be held in accordance with the Michigan Uniform Arbitration Act.
4. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. New evidence is allowable at level four if it pertains to the original defense. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
5. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; except as noted with the Michigan

Uniform Arbitration Act; subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be placed into effect.

6. Powers of the arbitrator are subject to the following limitations:
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. The arbitrator shall have no power to establish or change salary and extracurricular schedules.
 - c. Responsibility of management is an adherence the Board strongly recommends in the Master Agreement. The Board wants the arbitrator to give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by the Agreement.
 - d. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
 - e. The arbitrator shall not have the power to interpret the law.
 - f. The Arbitrator shall have no power to change any practice, policy or rule of the Board, nor substitute their judgment for that of the Board as to the reasonableness of any such practice, policy rule or any action taken by the Board.
 - g. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until they have first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed with decision on the merits.
7. After a case of which the arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

8. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
9. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own costs for representation including any expense of witnesses.
- J. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- K. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her express approval in writing thereon.
- L. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association representative are to be held at their assigned duty stations unless mutually agreed upon.
- M. Where no financial loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.
- N. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event on which the grievance is based.
- O. Any back pay award shall be reduced by any other compensation received during the time the teacher would have otherwise been working for the District including any unemployment compensation received. There is to be no “double dipping”.
- P. Notwithstanding any other provision in the Agreement, the employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of the Agreement for which a timely grievance was filed before the Agreement’s expiration.

ARTICLE 17

LEAVES OF ABSENCE

A. Leave Days

1. All regularly employed teachers shall be allowed sick leave for illness, injury or disability, excluding workers' compensation claims, at the rate of eleven (11) days per year, accumulative to ninety days (90) with full pay. These days shall be credited to the teacher at the beginning of the school year, but the days are earned on a prorated basis of one day per month on the last day of each month from August through May, and in June on the last day of school. To earn days, a teacher must be working or be on paid leave. If a teacher exhausts their accumulated sick leave, they may be placed on an unpaid leave of absence. However, at the end of each school year (and when a teacher leaves the employ of the District or when a teacher is placed on an unpaid leave of absence), any teacher having exhausted all sick leave and having used more sick leave days than have been totally earned, shall be liable to the District for those unearned days and have the value of such used but unearned days deducted from any compensation to which the teacher may otherwise be entitled under the Contract.
2. Four (4) of these eleven (11) days may be used for business. Additional personal days may be granted with the approval of the Superintendent and the Superintendent's decision shall not be grievable. Personal days are for attending to personal affairs which cannot be reasonably handled outside of the workday.
3. The teacher requesting a personal day must make an application to the Superintendent as early as possible, but in no case less than five (5) days, except in case of emergency or when extenuating circumstances prevent such a submission. These personal leave days shall not be used for other employment or seeking employment unless the teacher is being laid off. The administration may require verification of the reason for absence when abuse of the leave policy may be indicated. Should an individual request two or more personal days on successive teacher required workdays the individual must meet with the superintendent to determine whether or not to grant. The decision shall not be grievable.
1. After the teacher has reached the maximum accumulation of sick and personal days the Board will annually at the close of the school year, pay into a Board paid, employee designated 403b special payment plan or a 457b plan for the teacher at a total compensation cost to the district of forty-five dollars eighty dollars (\$80.00) per day for all accumulated sick leave - business

leave days that exceed ninety (90) days. Unused days accumulate as sick leave days (not as business days).

B. Parental/Child Care

1. An unpaid leave of absence of up to one year shall be granted to any (male or female) teacher for the purpose of care of their child.
2. Said leave shall commence upon the date agreed to by the District and the teacher. It is further provided that:
 - a. A pregnant teacher may commence said childcare leave before, or subsequent to, the birth of her child at her option.
 - i. A child care leave of absence up to one (1) year may be available to the teacher leave benefits, at the option of the teacher.
 - ii. The teacher may request early termination of the leave any time after the birth of the child or in the event of the child's death and provided she is physically able to perform her essential job functions.
3. Application to the Superintendent shall be made thirty (30) calendar days prior to the expected beginning of the leave.
4. Any parental/childcare leave will run concurrently with FMLA leave.

C. Family and Medical Leave Act

1. The Family and Medical Leave Act of 1993 will be followed.

D. Personal Disability

1. A teacher who, because of illness, disability (including maternity), or accident, is physically unable to report to work, and has exhausted all means of allowable compensation from the Board, shall be granted an unpaid leave of absence without benefits for disability period up to 12 months, provided the teacher notifies the Board of the necessity therefore, and provided further that the teacher supplies the Board with a statement from their medical or osteopathic doctor of the necessity and length of time for such absences and for the continuation of such absence including return to work when the same is requested by the Board. The unpaid leave of absence shall be for a period

of up to one (1) year subject to renewal at the discretion of the Board. Any such leave will run concurrently with the FMLA leave.

E. Family Disability

1. Unpaid leaves of absence shall be granted for up to one (1) year for physical or mental illness, prolonged serious illness in the teacher's immediate family, which includes husband, wife, children, parents, or parent-in-law subject to renewal at the discretion of the Board. Any such leave will run concurrently with the FMLA leave.

F. Emergency Leave

1. Death in the immediate family -- A teacher shall be granted up to five (5) days leave (which are not deductible from any other paid leave provided to the teacher) in case of death in the immediate family. Immediate family shall include husband, wife, children, son-in-law, daughter-in-law, parents-in-law or parents, grandparent's grandchildren, siblings, or any other member of the family or household who has clearly stood in the same relationship with the teacher as any of the above. A teacher shall be granted one (1) day leave (which shall not be deductible from any other paid leave provided to the teacher) to attend a funeral of any other near relative or friend, or additional time for travel or other emergency factors may be granted with the approval of the Superintendent.
2. In the event of serious or critical illness in the immediate family (as defined above) which requires the presence of the teacher, a reasonable amount of lost time shall be allowed without loss of pay (but, deductible from sick leave). Any such leave will run concurrently with the FMLA leave.

G. Professional Leave

1. The Board may grant up to one (1) year unpaid leave for professional improvement.
2. The Board may grant one (1) year unpaid leave of absence for work in an Educational setting.
3. Professional improvement is defined as full time study (twelve semester hours or more) at an accredited college or university, or extended national or world travel.

4. A leave of absence may be requested if the teacher has been in the system at least five (5) years.
5. All salary and fringe benefits shall be frozen while on leave. No benefits are paid by the Board while the teacher is on leave. Upon return, the teacher will be paid the same salary which he/she was being paid before the leave began. A teacher on leave of absence may continue membership in group health insurance programs, provided the reimbursement is made to the Board for the total premium.
6. The Board of Education reserves the right to approve or disapprove all leaves of absence. All requests will be in writing.
7. Seniority shall apply in the approval of leaves of absence, the only exception being the receipt of scholarships, which are available only during specified periods, in which case said scholarships are to be given precedence over seniority.

H. General Leave of Absence

1. The Board may grant up to one (1) year unpaid leave of absence for general reasons.
2. A leave of absence may be requested if the teacher has been in the system at least five (5) years.
3. All salary and fringe benefits shall be frozen while on leave. No benefits are paid by the school while the teacher is on leave. Upon return, the teacher will be paid the same salary which he/she was being paid before the leave began. A teacher on leave of absence may continue membership in group health insurance programs, provided the reimbursement is made to the Board for the total premium.
4. The Board reserves the right to approve or disapprove all leaves of absence. All requests will be in writing.

I. Policies Governing Leave

1. After each absence, it will be necessary to file a report to the office of the Superintendent before pay for leave can be made.
2. A statement of sick leave and personal leave account shall be presented to each teacher annually by the Superintendent.

3. Absence for emergency leave shall be deducted from accumulated sick leave.
4. For teacher illness or disability, the Board may require a teacher to provide written verification of illness or disability, and the Board reserves the right to require a teacher to submit to a physical or mental examination by a physician or psychiatrist selected by the Board to determine the teacher's fitness.
5. A teacher who is on medical leave must keep the Administration informed on his/her medical progress (condition) and inform the Board of an anticipated date to return to work. Medical verification should be available.
6. It is imperative that the teacher inform the Administration of absence and the reason for the absence as soon as possible, but not later than 6:15 a.m. with the exception of an emergency situation. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.
7. Sick leave pay will only be paid for workdays missed during the actual effectiveness of the individual teacher Contract. Sick days or personal days shall not be deducted in the event of school closing due to inclement weather, with the exception of extended leave.

J. Conferences

1. Teacher conferences may be approved by the Administration. They will be allocated to teachers impartially and on the basis of teacher need.

K. Jury Duty

1. A teacher called for jury duty shall notify the building principal as soon as possible. A teacher who serves on jury duty shall be paid at the regular daily rate for each day that the teacher is required to be absent because of jury duty. However, any compensation (excluding mileage and meals) received by the teacher for jury duty shall be remitted by the teacher to the District. On any day that a teacher's jury duty obligations cease prior to 1:00 p.m., the teacher shall immediately report to his/her regular teaching assignment.

ARTICLE 18

TERMS OF THE AGREEMENT

- A. The terms of this Agreement are effective upon ratification; and shall remain in effect through June 30, 2027. Should state law change regarding student days the calendar portion of the contract will be reopened upon mutual agreement between the Association and the District.
- B. Individual teacher Contracts shall be expressly made subject to and consistent with the terms of this Agreement and Board policy. This shall include teachers hired to replace a teacher on leave, provided the leave is of 150 days or more in duration during a school year.
- C. Individual teacher's Contracts of employment terminate for those people who are laid off.
- D. Any teacher who is laid off and/or collects unemployment compensation during the summer recess and is recalled to employment by October 1 of the following year shall have one-hundred (100%) of the unemployment compensation received counted as part of the employee's salary for the ensuing school year so that the salary paid during the school year is reduced by one-hundred (100%) of the amount of unemployment compensation paid for the period between the last day of school and the first day of the following school year. Therefore, a teacher who is laid off in the spring, collects unemployment in the summer, and then is called back in the fall, must pay the unemployment compensation to the school district. There is no "double-dipping".

ARTICLE 19

PROFESSIONAL COMPENSATION

- A. The basic wages of teachers covered by this Agreement are referenced in Appendix I.
- B. Credit for teaching experience outside the school District shall be determined by the Superintendent, provided however that the superintendent shall not place any newly hired teacher above the number of steps that commensurate with the teacher's prior years of teaching experience outside of the District and for which the teacher received an effective or higher rating on their year-end performance evaluation.
- C. Conditioned upon teacher performance, Board approval as described in this Agreement, and the District's general fund balance remaining above 20% of the District's general fund annual expenses, Appendix 1, which is attached to and incorporated into this Agreement, establishes the 2024-2025, 2025-2026, and 2026-2027 base salary for each teacher who was employed by the District on or before June 30, 2021, June 30, 2024 and whose employment relationship with the District is governed by the Master Agreement.
- D. Notwithstanding anything to the contrary in this Agreement and/or the Master Agreement, teachers will only receive the step/base salary increase from year-to-year described in Appendix 1A if all of the following are achieved:
 - 1. The teacher is rated effective on their final year-end performance evaluation.
 - 2. The described base salary increase is approved by the Board as part of the annual budget approval process; and
 - 3. The District's general fund balance remains above 20% of the District's general fund annual expenses. Any teacher that does not receive an effective rating on their final year-end performance evaluation will not receive the described step/salary increase and will receive the same base salary and will remain at the same step as the prior school year.
 - 4. Likewise, if any planned increase is not approved by the Board as part of the annual budget approval process and/or if the District's general fund balance does not remain above 20% of the District's general fund annual expenses, the teacher will not receive the described step/salary increase and will receive the same base salary and will remain at the same step as the prior school year.
- E. Beginning with the 2024-2025 school year, the minimum base pay for teachers will be \$44,000, and conditioned upon teacher performance, Board approval, and the

- District's general fund balance remaining above 20% of the District's general fund annual expenses, teachers shall be compensated in accordance with the schedule described in Appendix 1. For those teachers employed by the Board prior to July 1, 2024, to the extent that there is a conflict between the base salary amount described in Appendix 1 and Appendix 1, the base salary amount described in Appendix 1 for the teacher shall prevail and take precedence over the base salary amount described in Appendix 1.
- F. The Association understands and agrees that any and all step and salary increase described in this Agreement are conditioned upon the District's general fund balance remaining above 20% of the District's general fund annual expenses and approval of the increase by the Board through the District's annual budget adoption process.
 - G. The Association understands and agrees that any lane changes due to an earned advanced degree must be submitted to the District on or before August 1 and include an official transcript for the lane change to become effective during the following school year. If official transcripts are received after August 1st, the lane change will not go into effect until the following school year.
 - H. The pay scale for extra work assignments for certified personnel shall be established at percentages based on the scale in Appendix 2.
 - I. The school counselor(s) shall be paid at their regular rates for the number of days they work in addition to the school year. The Certified School Library Media Specialist will be under the same condition as the school counselors. Additional work days shall be determined by the Superintendent.
 - J. Teachers of the following summer programs, tutorial, computer, and elementary remedial programs shall be paid at a total cost to the district of thirty-five dollars (\$35.00) per hour for the duration of this Agreement.
 - K. Teachers who volunteer and are approved to cover lunch duty (during their lunch period) shall be paid at a total compensation cost to the district of fifteen dollars (\$15.00).
 - L. In a situation where a substitute teacher cannot reasonably be obtained and after volunteers have been sought, a classroom teacher shall serve as a substitute teacher during the teacher's conference period, or for another teacher's class at the same time that they are teaching their own class, upon request of the building principal. Teachers in this involuntary situation shall be rotated in assignment. A teacher substituting during his/her conference period, or for another teacher's class at the same time that they are teaching their own class, shall be paid at a total compensation

cost to the district of twenty-five dollars (\$25.00) per 45 minute period in the elementary and middle school buildings.

For the high school, at a rate of twenty-five dollars (\$25.00) per period of 45 min and forty dollars (\$40.00) per period of 90 min. Any calls from a teacher after 7:30 a.m. will result in the Board following this procedure.

- M. Salary will be spread over twenty-six (26) or twenty-seven (27) equal pays, payable over a twelve (12) month period.
- N. Teachers are to complete and submit the proper Board provided form to the payroll office no later than the end of the in-service day preceding the first day of school for students.
- O. Payroll deductions shall be made in twenty-six (26) or twenty-seven (27) equal installments.
 - 1. Payroll deductions shall include: United Fund, tax-sheltered annuities, Credit Union or any other deductions which are authorized in writing by the teacher and approved by the Board in advance.
 - 2. Transmittals shall be made on each payroll date.
 - 3. The Board shall limit the number to of tax deferred annuities to the companies presently being used: Consolidated Financial (Great American), Gleaner, Hantz, M3 Investment Services (Legend Equities Corporation), Paradigm-Prudential, Valic.
 - 4. Once a tax-sheltered annuity company is eliminated, it shall not be considered unless 10 or more members bring forward a request to add the company.
 - 5. Notwithstanding any past practice to the contrary, Political Action Contributions (PACs) shall not be payroll deducted unless legally permissible.
- P. Separation pays at the rate of \$80.00 per day for all unused sick leave to become effective after a teacher has been in the system five (5) years and a minimum of ten (10) days of unused sick leave, will be paid into a Board paid employee designated 403b special pay plan or 457b plan on leaving employment with the District. Individuals who have been in the system for at least five (5) years and with less than ten (10) days of unused sick leave will be paid at a total compensation cost to the district of eighty dollars \$80.00 per day in their final pay.

- Q. The Board agrees to support a teacher's acquisition of additional coursework after earning a BA degree which leads to continued certification (BA + 18 credit hours). A teacher who enrolls with prior approval of the Superintendent in a course related to her/his instructional responsibilities shall have tuition reimbursed according to the following: a. One-half (1/2) of the tuition costs to be paid upon successful completion of each approved course. b. the remaining one-half (1/2) of the tuition costs to be paid upon successful completion of the approved classes and the teacher's acquisition of continued certification. c. Reimbursement of the tuition payments shall be limited to nine (9) credit hours per year (July 1 to June 30) and limited to \$150.00 per credit hour. No tuition reimbursement will be made for weekend, online, or video classes without specific prior approval of the Superintendent.
- R. All salary payments shall be distributed through electronic direct deposits to a financial institution of the employee's choice. One salary payment for each pay period will be transmitted at no charge. Any split payments or additional transactions will be allowed but will result in a \$1.00 (one dollar) fee per transaction. All charges will be automatically deducted from the employees' pay. Payroll and leave information are available on the Employee Access Center (EAC) therefore no hard copies will be distributed.
- S. Payroll deductions shall be available for all MESSA, programs.

ARTICLE 20 CALENDAR

- A. Both parties agree that to the extent they are required by law, they shall negotiate the school calendar. The school calendar shall be set forth in Appendix 4.
- B. The school calendar shall be coordinated with the Lenawee Intermediate School calendar.
- C. The school calendar consists of the following for each year:
 - 1. 2024 – 2027
 - a. 180 Instructional Days
 - b. 5 Professional Development Days
 - c. 185 total Days
- D. The total annual salary of each member of this Association is based on an annual Agreement consisting of the total workdays specified above.
- E. If the agreed upon school year is required to be extended or there is a modification in the agreed-on school calendar because of Section 101, (4) Items 2 or 3, of the State School Aid Act (Act of God Days), any Association member required to work on a day, or days not specified on the official school calendar in this Agreement shall do so with no additional compensation. Teachers will not be required to report and shall receive their regular pay for scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, or health conditions as defined by county and/or state health authorities.
- F. If school is closed because of conditions not within the control of school authorities and teachers are not required to report, teachers will make up all previously scheduled days/hours to meet State student instructional requirements. Days/hours beyond those previously scheduled needed to meet State student instructional requirements will be added to the end of the school year without additional compensation.

ARTICLE 21

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed statement to this Agreement.
- B. This Agreement shall supersede any rules, resolutions, regulations, or practices of the Board, which shall be contrary to or inconsistent with this Agreement.
- C. If any provision of this Agreement or an application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be emailed to all bargaining unit employees and placed on the district website.
- E. An Emergency Manager appointed under the Financial Stability Act is authorized to reject, modify, or terminate this Agreement as provided in that Act.

ARTICLE 22

INSURANCE PROTECTIONS

The Board of Education agrees to furnish to all eligible employees Option 1 or Option 2. Unless otherwise required by law, including the Patient Protection and Affordable Care Act, an Employee shall be considered eligible if the Employee works at Clinton Community Schools full-time. Board contributions shall be pro-rated for part-time Employees based on the relationship of their assignment to a full-time assignment. Employees shall receive insurance during the summer months, so long as the Employee pays their portion of the medical benefit plan costs and other insurance premiums/costs.

Clinton Community Schools will annually distribute through district email the medical and ancillary benefit highlights, including dental insurance programs, term life insurance programs, vision insurance programs, and long-term disability programs, identified in the Lenawee/Hillsdale County Heath Consortium A.

All insurance coverages are based upon the Consortium A plans and contingent on consortium A rates. Should Clinton Community Schools leave the consortium, insurance coverages and employee cost shares will continue as listed below unless a different agreement is negotiated.

Option 1 – Medical, Vision, Dental, Life, LTD – Full Family, Two-Person, or Single Coverage

1. The Board will provide, selected by the member during open enrollment, any of the four (4) MESSA plans included in the Lenawee/Hillsdale County Health Consortium.
2. The District shall pay the current premium costs caps annually adjusted as determined by the State Treasurer as established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. As provided in that law, the District may deduct the employee's proportional cost of the medical benefit plan from compensation due to the employee.
3. For the Delta Dental coverage - Clinton Community Schools will pay the premium for each bargaining unit member enrolled in Option 1 as defined by Lenawee/Hillsdale County Heath Consortium A.
4. MESSA term life insurance as defined by the Consortium plan. Clinton Community Schools will pay the premium for each bargaining unit member enrolled in Plan A.
5. Vision Service Plan (VSP) – The Vision plan shall be defined by the Lenawee/Hillsdale County Heath Consortium A. Clinton Community

Schools will pay the premium for each bargaining unit member enrolled in Lenawee/Hillsdale County Heath Consortium A.

6. Long Term Disability. The Board agrees to provide to all Employees an insured income continuation plan for disability extending beyond the Employee's accumulated sick leave. The income continuation plan and insurance carrier are as set forth in the Lenawee/Hillsdale County Heath Consortium A as mutually agreed upon. For long term disability insurance, Clinton Community Schools will pay the premium for each bargaining unit member.

E. Option 2 – Cash-in-Lieu Option

- a. Employees may elect to not participate in the group health insurance Plan A as described in E.2 above.
 1. Alternatively, Option 2 may be chosen and is as follows: The Board will pay a cash in lieu benefit for those employees declining medical insurance in the Lenawee/Hillsdale County Heath Consortium A. Employees who choose to receive the cash-in-lieu must first show proof of alternative minimum essential medical coverage outside of the Health Insurance Marketplace per the Affordable Care Act.
 2. For those employees declining participation in Option 1, the Board will pay \$3600 per year as a cash option. This will be distributed in the second paycheck of every month.
 3. For the Delta Dental coverage, Clinton Community Schools will pay the premium for each bargaining unit member enrolled in Option 2 as defined by the Lenawee/Hillsdale County Heath Consortium A.
 4. MESSA term life insurance as defined by the Lenawee/Hillsdale County Heath Consortium A. Clinton Community Schools will pay the premium for each bargaining unit member enrolled in Option 2.
 5. Vision Service Plan (VSP) – The Vision plan as defined by the Lenawee/Hillsdale County Heath Consortium A. Clinton Community Schools will pay the premium for each bargaining unit member enrolled in Option 2.
 6. The amount of the cash payment received may be applied by the employee to a tax- deferred annuity. To elect a tax-deferred annuity, the employee shall enter into a salary reduction agreement.
 7. All costs relating to the implementation and administration of the Section 125 program shall be borne by the employer.
 8. Part time employees shall be provided with part time benefits prorated to hours worked.
 9. All other benefits shall apply and be prorated as per this contract and length of contracted employment except that where a staff member has already

attained 100% of insurance/annuity entitlements; no additional payments will be allowed according to this additional employment provisions.

10. Any contribution amounts which may include fees, taxes, medical benefit plan costs (as defined within Community Act 152 of 2011, as amended), and other insurance premiums/costs, exceeding the Board's contribution shall be payroll deducted from the wages of the enrolled Employee or if payroll is insufficient, paid directly by the bargaining unit member no later than the 1st of the month in which the payment is due.

APPENDIX 1 COMPENSATION

| Step | BA | BA +18 | BA+30 or MA | Doctor, Specialist, 2nd MA |
|-------|-------------|----------|-------------|----------------------------|
| 1 | \$44,000 | \$46,000 | \$48,000 | \$50,000 |
| 2 | \$46,400 | \$48,400 | \$50,400 | \$52,400 |
| 3 | \$48,600 | \$50,600 | \$52,600 | \$54,600 |
| 4 | \$50,800 | \$52,800 | \$54,800 | \$56,800 |
| 5 | \$53,000 | \$55,000 | \$57,000 | \$59,000 |
| 6 | \$57,200 | \$59,200 | \$61,200 | \$63,200 |
| 7 | \$59,400 | \$61,400 | \$63,400 | \$65,400 |
| 8 | \$61,600 | \$63,600 | \$65,600 | \$67,600 |
| 9 | \$63,800 | \$65,800 | \$67,800 | \$69,800 |
| 10 | \$66,000 | \$68,000 | \$70,000 | \$72,000 |
| 11 | \$67,100 | \$69,100 | \$71,100 | \$73,100 |
| 12-13 | \$68,200 | \$70,200 | \$72,200 | \$74,200 |
| 14-15 | \$69,300 | \$71,300 | \$73,300 | \$75,300 |
| 16-17 | \$70,400 | \$72,400 | \$74,400 | \$76,400 |
| 18-19 | \$71,500 | \$73,500 | \$75,500 | \$77,500 |
| 20-21 | \$72,600 | \$74,600 | \$76,600 | \$78,600 |
| 22-23 | \$73,700 | \$75,700 | \$77,700 | \$79,700 |
| 24-25 | \$74,800.00 | \$76,800 | \$78,800 | \$80,800 |
| 26-27 | \$75,900.00 | \$77,900 | \$79,900 | \$81,900 |
| 28-29 | \$77,000.00 | \$79,000 | \$81,000 | \$83,000 |
| 30+ | \$78,100.00 | \$80,100 | \$82,100 | \$84,100 |

- Teachers that will be beginning their 20th year in 2024/25 school year, will receive a \$2000 off scheduled loyalty stipend in the first pay in December 2024.
- Each Teacher will receive a step for the 2024/25 school year.
- Each Teacher will receive a step for the 2025/26 school year.
- Each Teacher will receive a step for the 2026/27 school year.

APPENDIX 2

CLINTON COMMUNITY SCHOOLS EXTRA WORK PAY SCHEDULE

| Academic Coaches | | |
|-----------------------------------|------|----------------------------------|
| Elementary Robotics | 1% | |
| Play Director | 2% | |
| Musicals | 2% | |
| Youth Choir | 1.5% | |
| Marching Band | 10% | |
| Middle School Game Manager | 8% | |
| National Honor Society | 2% | |
| Safety Patrol | 2% | |
| Science Olympiad | 1% | |
| Art Club Advisor (1 per building) | 3% | (1% per grade level) |
| Quiz Bowl | 1% | |
| International Club Advisor | 2% | |
| MICIP/Building Coordinator | 6% | |
| Student Council Advisor | | |
| High School | 4% | |
| Middle School | 2% | |
| Elementary | 1% | |
| 12th Grade Advisor | 2% | |
| 11th Grade Advisor | 2% | |
| 10th Grade Advisor | 1% | |
| 9th Grade Advisor | 1% | |
| Class Trip Advisor (per trip) | 1% | |
| Yearbook | | |
| High School | 7% | (1% if it is a course offering) |
| Middle School | 3% | (If it is not a course offering) |

| Athletic Coaches | | |
|------------------------------------|-----|--|
| | | |
| Cheerleading | | |
| Cheerleading – Competitive Cheer | 8% | |
| Sideline Cheer Coach | 5% | |
| | | |
| Baseball | | |
| Head Coach | 10% | |
| JV Coach | 6% | |
| | | |
| Basketball (Boys and Girls) | | |
| Head Coach | 12% | |
| JV Coach | 8% | |
| 8th Grade Coach | 6% | |
| 7th Grade Coach | 6% | |
| | | |
| Bowling (Boys and Girls) | | |
| Head Coach (2 coaches) | 8% | |
| | | |
| Cross Country | | |
| Head Coach | 10% | |
| High School Asst. Coach | 6% | |
| Middle School Coach | 6% | |
| | | |
| Football | | |
| Head Coach | 12% | |
| Asst. Coach (2 coaches) | 9% | |
| J.V. Coach | 8% | |
| J.V. Asst. Coach (1 coach) | 6% | |
| 8th Grade Coach | 7% | |
| 7th Grade Coach | 7% | |
| Asst. Coach (2 coaches) | 5% | |
| | | |
| Golf (Boys and Girls) | | |
| Head Coach (2 coaches) | 8% | |
| | | |
| Soccer (Boys and Girls) | | |
| Head Coach | 10% | |
| Asst. Coach | 6% | |

| | | |
|-----------------------------|-----|-----------|
| | | |
| Softball | | |
| Head Coach | 10% | |
| J.V. Coach | 6% | |
| | | |
| Track | | |
| Head Coach (2 coaches) | 11% | |
| Asst. Coach | 7% | |
| M.S. Head Coach (2 coaches) | 7% | |
| M.S. Assis Coach | 5% | |
| | | |
| Volleyball | | |
| Head Coach | 12% | |
| J.V. Coach | 6% | |
| 8th Grade Coach | 5% | |
| 7th Grade Coach | 5% | |
| | | |
| Wrestling | | |
| Head Coach (Boys) | 12% | |
| Head Coach (Girls) | 8% | |
| HS Asst. Coach | 8% | |
| J.V. Coach | 6% | |
| M.S. Coach | 6% | |
| MS Asst. Coach | 5% | |
| | | |
| | | |
| ATHLETIC PAY SCALE | | |
| 0 | \$ | 38,000.00 |
| 1 | \$ | 40,000.00 |
| 2 | \$ | 42,000.00 |
| 3 | \$ | 44,000.00 |
| 4 | \$ | 46,000.00 |
| 5 | \$ | 48,000.00 |
| 6 | \$ | 50,000.00 |
| 7 | \$ | 52,000.00 |
| 8 | \$ | 54,000.00 |
| 9 | \$ | 56,000.00 |
| 10 | \$ | 58,000.00 |

APPENDIX 3 SCHOOL TIMES

| | Young 5's | Elementary School | Middle School | High School |
|--------------------------|-----------|----------------------|------------------|----------------|
| Teachers Report | 7:10 AM | 7:30 AM | 7:30 AM | 7:30 AM |
| Students Arrive | 7:20 AM | 7:40 AM | 7:40 AM | 7:40 AM |
| Class Begins | 7:30 AM | 7:50 AM | 7:50 AM | 7:50 AM |
| Student Dismissal | 2:30 PM | 2:50 PM | 2:50 PM | 2:50 PM |
| Teacher Day Ends | 2:40 PM | 3:00 PM | 3:00 PM | 3:00 PM |

The above schedule applies on normal full student days but would be adjusted on delayed start days for Professional Development or due to weather, parent-teacher conference days, exam days, etc.

HALF DAYS

| | Young 5's | Elementary School | Middle School | High School |
|--------------------------|-----------|----------------------|------------------|----------------|
| Teachers Report | 7:10 AM | 7:30 AM | 7:30 AM | 7:30 AM |
| Students Arrive | 7:20 AM | 7:40 AM | 7:40 AM | 7:40 AM |
| Class Begins | 7:30 AM | 7:50 AM | 7:50 AM | 7:50 AM |
| Student Dismissal | 11:00 AM | 11:20 AM | 11:20 AM | 11:20 AM |

EARLY RELEASE DAYS

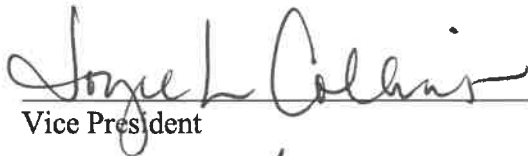
| | Elementary School | Middle School | High School |
|--------------------------|----------------------|------------------|----------------|
| Teachers Report | 7:30 AM | 7:30 AM | 7:30 AM |
| Students Arrive | 7:40 AM | 7:40 AM | 7:40 AM |
| Class Begins | 7:50 AM | 7:50 AM | 7:50 AM |
| Student Dismissal | 12:50 PM | 12:50 PM | 12:50 PM |

The signatures on this page have been made after ratification by both the Board of Education and the Clinton Education Association.

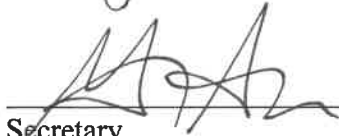
HLCEA, CLINTON EDUCATION
ASSOCIATION, MEA/NEA



Association President

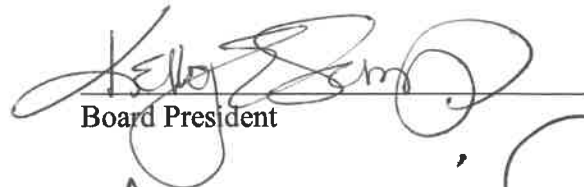


Vice President




Secretary

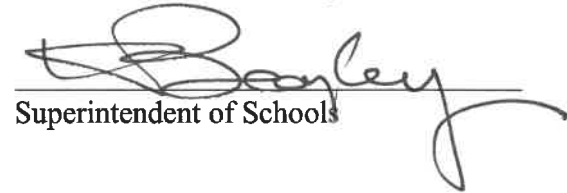
CLINTON COMMUNITY SCHOOLS
BOARD OF EDUCATION



Board President



Secretary



Superintendent of Schools