

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**MEA-NEA LOCAL 1**

**and**

**THE MOUNT CLEMENS COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION**

Mount Clemens Community School District

July 1, 2023 - June 30, 2026

updated August 2024

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## **AGREEMENT**

**between**

**MEA-NEA LOCAL 1**

**and**

## **THE MOUNT CLEMENS COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION**

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

### **SECTION 1 - RECOGNITION**

- A. The Board recognizes the Association (MEA-NEA Local 1) as the exclusive and sole negotiations representative for all personnel certified and/or approved by the Michigan State Board of Education under contract or on leave, employed by the Board, excluding those positions listed in Appendix C. of this Agreement, as provided and limited by the Michigan Public Employment Relations Act. The term "Association" when used in this Agreement refers to MEA-NEA Local 1, and its local designee the Mount Clemens Education Association, MEA-NEA through its president and other official representatives.
- B. The Board shall not negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- C. The term "teacher" when used in this Agreement, refers to all employees represented by the Association in the bargaining unit as above defined.
- D. The term "professional staff employee" when used in this Agreement refers to a bargaining unit employee whose employment is not regulated by the Michigan Teachers' Tenure Act.
- E. The term "principal" refers to either the building principal or building administrator.
- F. To the extent required by law, if the Mount Clemens Community School District should consolidate, merge with, or be annexed by any other school district, this Agreement shall be binding on the Board's successor, assignees, or transferees, whether such successor, assignment, or transfer be effectuated voluntarily or by operation of law.

## **SECTION 2 - BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES**

- A. Due to limitations which apply, and for sound business practices in the operation of the District, the Board has the responsibility of limiting expenditures to reasonably anticipated revenues.
- B. The Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred on and vested in it by the laws and Constitution of the State of Michigan including, but without limiting the generality of the foregoing, the right to:
  - 1. The executive management and administrative control of the District and its properties and facilities, and the activities of its employees for the execution of their professional duties and responsibilities.
  - 2. Hire all employees, and, subject to the law and this Agreement, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
  - 3. 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. Determine the appropriate means and methods of instruction giving due consideration to the individuality of students and teachers, the selection of textbooks and other teacher materials, and the use of teaching aids of every kind and nature.
  - 5. Determine class schedules, non-teaching activities, the hours of instruction, and the respective duties, responsibilities, and assignments of teachers, and the terms and conditions of employment. Mandatory bargaining subjects shall remain subject to bargaining unless specifically and expressly waived by this Agreement.
- C. The Board will vigorously pursue a policy of recruiting and hiring minority educators for vacancies which may occur within the bargaining unit. The Association will assist in the development of viable recruitment procedures, including the use of MEA resources, upon Board request.

## **SECTION 3 -ASSOCIATION AND TEACHER RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board, as the duly-elected body exercising governmental powers under Michigan laws will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the Act or other Michigan laws or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher as to wages, hours, or other terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement or otherwise as to any terms or conditions of employment.
- B. The Association and its members shall, upon proper application and/or approval, be permitted to hold meetings in school facilities. Such use shall be free of charge, provided no additional custodial

service cost is involved for the District. All Association activities will be conducted so as not to interfere with regular classroom teaching duties and their related obligations.

- C. The Board will furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- D. A bulletin board for the Association's exclusive use shall be provided location near the teachers' mailboxes, or in a mutually-agreed on, in each school building. All notices shall be posted in an orderly manner and only with the approval of the Association's chief building representative or designee, and shall be limited to the Association's official affairs. Posting of any Association materials shall be limited to said bulletin board.
- E. The Association shall have the right to use, on the school premises, equipment, such as computers, copy machines and other duplicating equipment, calculators, and all types of audio visual equipment, at reasonable times when such equipment is not otherwise in use, provided prior approval is obtained from the building principal or designee. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for the cost of any repair which may result from any damage to the equipment through such use.
- F. The Association, through its official representatives, may use the District mail service and teacher mailboxes for official communications to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.
- G. Duly-authorized officials of the Association shall be permitted to transact official Association business on District property., provided that this business shall not interfere with or interrupt normal school operations.
- H. The Board will advise the local Association when there will be consideration at their meetings of major revisions to Board educational policy.
- I. Teachers shall be entitled to full rights of citizenship and no political or religious activities, or lack thereof, shall be grounds for any discrimination as to the professional employment of such teachers. However, no teacher shall use instructional privileges for private gain, or to promote personal, political, or religious activities. The personal and private life of any teacher is not within the appropriate concern or attention of the Board, except if it is a detriment to the performance of the teacher's assignment.
- J. This Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, religion, color, national origin, age, sex, sexual orientation, gender identity, marital status, height, weight, or disability.
  - 1. The Association President shall be provided with up to three (3) hours release time daily to conduct Association business. The Board shall continue to provide all other benefits. The Board will pay for the two (2) hours of release time daily for the Association President. The Association shall reimburse the Board for one (1) hour of daily salary of the President only if the third hour of release time is used. This release time will afford the Association President the opportunity to meet regularly with administration to discuss pertinent school issues and or manage Association business. The Association will not abuse this privilege. Consistent with Section 71(5) of the Michigan Public School Employees Retirement Act, the Association shall reimburse the District on

a current basis those sums paid to the Office of Retirement Services for Association release time.

2. The Board will release Association members, without loss of time or pay, for official Association business. A maximum of forty (40) days can be used in this manner by the Association. Of those forty (40) days, the first thirty-five (35) days shall be granted automatically, provided that the Association gives the Superintendent three (3) school days' notice of absence. The remaining five (5) days will be granted subject to prior approval by the Superintendent. At no time will more than three (3) people be absent for Association business without the Superintendent's prior approval. All Association representatives entering a building during the instructional day shall first sign in at the building office.

Except for retirement costs, the Board will meet all costs of the first twenty (20) days' absences for Association leave. The Association will pay the substitute costs for all additional days for Association leave. Consistent with Section 71(5) of the Michigan Public School Employees Retirement Act, the Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.

If a District-wide full-day program without students is held, the Association, upon notice to the Superintendent, may use the first hour of that day for Association business meetings.

- K. 1. Each teacher shall have the right to review the contents of that teacher's personnel record(s). An Association representative may accompany the teacher at this review. All such reviews shall be made in the presence of the Superintendent or designee.

Confidential credentials from universities and professional letters of recommendation that were written before the Family Educational Rights and Privacy Act (1974) are specifically exempt from such review. The teacher can review those written after the Act unless that teacher has waived the rights concerning those documents.

2. Before placement of any written document in the personnel record(s), a teacher and the teacher's Association representative, upon request, may have a conference with the appropriate administrator. No material is to be placed in such record without the teacher's prior knowledge.
3. Each teacher shall receive a copy of any written document to be placed in the teacher's personnel record(s) and may reply in writing to any addition to the teacher's personnel record(s). The teacher's reply will be stapled to the item placed in the personnel record(s).
4. Personnel records are subject to Michigan law, including the Freedom of Information Act (FOIA).

Upon receipt of any FOIA request for information about a bargaining unit employee's personnel file, the Superintendent or designee will immediately send a copy of said request to the involved teacher and the Association President. The teacher and/or Association President shall notify the Superintendent within three (3) business days of receipt of said notice, regardless of whether the disclosure of the requested information is objected to by the teacher or the Association. If the involved teacher or the Association objects to disclosure and that objection is consistent with the statute, the Superintendent or designee shall implement the ten (10) day extension (if permissible within the rationale in the statute for said extension) for release of the requested information allowed under FOIA. If the Superintendent or designee deems it necessary to disburse said information at the end of the 10-day extension pursuant to FOIA, it shall do so unless the teacher or Association procures a proper court order restraining the District from disbursing said information.

- L. The Board recognizes the representational rights for all bargaining unit employees under Michigan and federal law.

#### **SECTION 4 - RIGHTS OF PROFESSIONAL STAFF EMPLOYEES**

- A. A professional staff employee shall have the right to have an Association official present when s/he may be subject to any discipline. The administrator will provide the Association and the professional staff employee with an opportunity for a meeting before any disciplinary action is taken. The professional staff employee and an Association representative will be given advance notice of the meeting.
- B. No professional staff employee shall be disciplined (including verbal or written warnings and reprimands, suspensions, reductions in rank or compensation, discharges, or other action of a disciplinary nature) or deprived of a professional advantage without just cause and due process. Any such discipline shall be subject to the grievance procedure of this Agreement, including arbitration. The specific grounds forming the basis for disciplinary action will be made available, in writing, to the professional staff employee and the Association.
- C. Any professional staff employee called before the Board on a charge shall have a due process hearing. The professional staff employee and the Association shall have the right to representation to plead the employee's case; the professional staff employee shall be informed of this right. Contemporaneous with any notice of demotion, suspension, or involuntary change in employment status, the professional staff member shall be provided available evidence to be used in the related proceeding. Any additional evidence for the proceeding shall be provided to the professional staff member within a reasonable time after discovery.
- D. Any professional staff employee who receives a written reprimand which is to be placed in the employee's record(s) has the right to appeal that decision to the Superintendent. A professional staff employee has the right to write a rebuttal, which shall be stapled to the written reprimand and placed in the employee's record(s).
- E. Any written record of a disciplinary measure which is kept in either the building administrator's or the central office file shall be followed up within a period not to exceed thirty (30) days by an administrator's report of the action the professional staff employee has taken to correct the problem for which s/he has been disciplined.
- F. The Board shall not participate in any form of multi-district pre-kindergarten through grade 12 consortium to delegate, transfer, or receive services or functions of the kind and nature currently being provided by the employees of the Association's bargaining unit. No professional staff employee will be displaced and/or laid off due to District students transferring to classes offered by other member districts of that consortium. Mount Clemens shall be the employer of record for all District teachers.
- G. Any significant complaints by a person directed toward a professional staff employee shall be called to the professional staff employee's attention at the earliest time this can be accomplished. The name of the complainant will be identified when the complaint is considered serious enough to place in the professional staff employee's record, and no action will be taken until there is a conference between the complainant and the professional staff employee. If the matter is not satisfactorily resolved by the conference between the complainant and professional staff employee, the matter shall be handled in the following order: Principal, Superintendent or designee, and the Board. Beginning at the Principal's level, the professional staff employee and the Association will be involved. At all of these steps, the professional



staff employee will be involved.

1. When any significant complaint is made against a professional staff employee to any administrator by a group considered too large or unwilling to follow the procedure outlined in Section 4.H., above, that administrator will immediately notify the Association President and the professional staff employee(s) involved in the complaint.
2. The complaining group shall be encouraged to air their concern(s) at a joint meeting of the building administrator(s) and the Superintendent. It is the professional staff employee's right to attend this meeting with a representative of the employee's choice, and the Association President or designee. If the professional staff employee elects not to attend this meeting, s/he may send a spokesperson.
3. If a solution to the problem is not reached at this joint meeting, the Superintendent may create an Ad Hoc Committee whose responsibility it will be to review the complaint and make recommendations to the Superintendent within one (1) week on the solution to the problem. All parties named in the second paragraph shall receive copies of the Committee's recommendations.
4. The membership of this Ad Hoc Committee shall consist of an equal representation of members of the community, the administration, and the Association. The Superintendent will meet with the Association President to select the community members of the Ad Hoc Committee. The Association shall select the teacher representatives. The Superintendent shall select the Administration representatives and determine the size of the Committee. If the complaining group cannot be induced to comply with the above procedure or rejects recommendations made in the course of the above procedure(s), steps shall be taken to provide for a Board hearing.
5. The Association Representatives from the building involved in the complaint, the Association President or designee may be present at the Board hearing. The teacher concerned and the teacher's chosen representative may be present as well. If the teacher elects not to attend s/he may send a spokesperson.

## **SECTION 5 -ASSOCIATION AND TEACHER RESPONSIBILITIES**

- A. The Board and the Association pledge themselves to seek to provide full equality of educational opportunity to all students.
- B. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association will not instigate, participate in, encourage, or support any strike, as defined by the Michigan Public Employment Relations Act, as amended, against the Board by a teacher or group of teachers.
- C. The improvement of instruction, and the development and revision of the school program are a joint responsibility of teachers and administrators. Both parties will lend their full support to the successful operation of all regularly-scheduled professional meetings designed for these purposes.
- D. Attendance at and participation in school parent and/or student activities, within the teacher's building, which do not require preparation time beyond the normal school day are considered to be a normal responsibility for all teachers. Such responsibility shall not extend beyond attendance and participation, in a professional capacity, at more than two (2) such activities per semester, as coordinated and scheduled by the building principal at the beginning of each semester. Attendance at fewer than two (2) such

activities per semester shall be reflected in the employee's annual year-end performance evaluation. A teacher who gives advance notice to that teacher's building administrator shall be excused for reasonable cause from attendance at a student activity; the principal may reschedule such a teacher for another activity.

- E. The successful operation of the schools includes responsibilities which extend beyond the standard teaching duties. Teachers may, therefore, rightfully be expected to assume their fair share of such responsibilities which fall within the normal hours of service.
- F. The Association recognizes that abuses such as chronic tardiness and absences reflect adversely upon the teaching profession and create an undesirable condition in school buildings. The Association will use its best efforts to discourage breaches of professional behavior by any bargaining unit employee.
- G.
  - 1. Maintaining student discipline shall be the responsibility of all certified personnel. To this end, the procedures set forth in the District's official discipline policy shall be observed. When a behavior problem exists in a classroom, the teacher will discuss with the student the specifics of that problem. If the problem persists after the student/teacher conference, the teacher must arrange for a parent/teacher conference and notify the principal in writing. If the behavior problem continues after the parent/teacher conference, the teacher shall seek assistance from the principal.
  - 2. If the behavior issue disrupts the classroom, the student may be sent or taken to the appropriate administrative office. The student shall not be returned to the class until after consultation by the principal, assistant principal, acting principal, behaviorist, social worker, or acting designee with the affected teachers, which include the teacher who sent the student to the administrative office and the teacher who receives the student upon return to the classroom.
    - a. The teacher shall provide information (via either written referral or the electronic student information system) about the student's behavior issue to the administrator or designee by the end of the school day.
    - b. Within three (3) business days of the student's return to the classroom, the administrator or designee shall report the disposition in the electronic student information system with direction or information about the further action by the teacher and/or administrator.
    - c. Once the administrator or designee has added the information to the electronic student record, the administrator or designee shall provide notice to the affected teacher(s) via e-mail.
    - d. To facilitate this process, all teachers will be granted appropriate access to the electronic student information system.
- H. Teachers are expected to exercise care as to the safety of students and property as required by law.
- I. Individual building School Improvement Team(s) (SIT), will be established to develop, maintain, and update a school improvement plan(s) that improve(s) student achievement, in compliance with best practices and State and federal regulations. The SIT shall be subject to the following provisions:
  - 1. The SIT shall consist of one (1) chair and four (4) members. In the event of a vacancy for the SIT chair, the position shall be appointed by the principal. In the event of a vacancy for SIT members, the position shall be elected by the building staff.
  - 2. The SIT shall have no authority to alter, amend, modify, or change in any way wages, hours, terms, or

conditions of employment established by this Agreement.

3. The SIT shall have the authority to review and recommend in a timely manner, changes in the means and methods of delivery of instruction, programming, and curriculum within the building, including the review of any assessments not specifically required by law, as well as textbooks, selection of instructional materials, building-level professional development, and any curriculum changes related to any school improvement plans.

SIT recommendations on curriculum and selection of instructional materials will be reviewed by the Curriculum Council. Participation in SIT activities shall be strictly voluntary with all time spent engaged in such activities being compensated, in accordance with Schedule 8-1.

4. At the end of one (1) year, either party may request additional discussions about the operations or activities of the SIT or Curriculum Council.
- J. Teachers will make a reasonable daily effort to check and respond to messages on their District email during normal work hours.
  - K. On student exam days without scheduled professional development or professional learning community (PLC) time, teachers may complete their grades and records away from the work station and at an appropriate setting, provided that grades are submitted by the deadline for report card disbursement.
  - L. On scheduled records days, teachers may complete their grades and records away from the work station and at an appropriate setting, provided that grades are submitted by the deadline for report card disbursement. If a teacher's end-of-year obligations are not completed on the Records Day provided by the calendar, it will be the teacher's responsibility to complete these obligations on the next school business day.

## **SECTION 6 -TEACHING CONDITIONS**

- A. To assure the purchase of instructional materials, supplies, and equipment which will best meet the needs of teachers and students in the instructional process, and to promote the full use of such learning aids, the Board will give full consideration to the recommendations of staff members in the selection, purchase, and building distribution of such instructional media.
- B. The Board will make available adequate word-processing and duplicating equipment and supplies for each school building. To further relieve teachers of clerical work relating to the instructional process, the Board will provide, within the limitation of funds and personnel time, as much secretarial or clerical assistance for each building as possible.
- C. As a minimum requirement, the Board will make available for teacher use in each building a properly-furnished and equipped lounge work area and a teacher's lavatory. In any new construction resulting in major modification of a building, the standard for the District will be one (1) lavatory for every fifteen (15) professionals.
- D. Telephone service within school buildings is available to teachers for their professional use.
- E. In schools where continuous cafeteria service is not available, a vending machine for beverages and snacks will be installed in the staff lounge, if requested by the teachers of the building, provided that this installation is economically feasible and that the machine is serviced by the company or a designated

staff member. If not inconsistent with the terms of the vendor contract, the teachers of that building shall determine the use of the profits from vending machines in the staff lounge that are serviced by a designated staff member.

- F. The Board will endeavor to provide adequate off-street parking facilities for teachers within reasonable distance from the school.
- G.
  - 1. Teachers shall not be required to work under conditions which are deemed unsafe or hazardous by the Association President and Superintendent or their designees or to perform tasks which in the opinion of such representatives endanger their health, safety, or well-being. If the above conditions prevail, the Superintendent or designee will attempt to provide timely notice.
  - 2. When the physical condition of the classroom impairs the learning environment, the teacher and the principal or designee should jointly decide on a course of action acceptable to both parties.
  - 3. Maintenance and repairs, except in emergency situations, will not be performed by District personnel in rooms when classes are in session unless the teacher consents.
  - 4. The District will maintain a policy concerning air quality and temperature in all classrooms.

#### H. Preparation Time

- 1. Elementary classroom teachers shall have a minimum of 275 minutes preparation time per full week divided into 55-minute minimum daily blocks. Elementary classroom teachers shall escort their students to and from special area class(es) and buses in a manner that will ensure their full planning time.

Special area and special education teachers shall have preparation time equivalent to elementary classroom teachers. If a special area teacher is required to travel to more than one (1) school during the school day, that teacher shall have a 15-minute block of preparation time. It will be the responsibility of the principal and teacher to meet and work out a schedule.

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

- 2. Secondary teachers shall have a minimum of 275 minutes of preparation time per full week on full days of instruction. This time will be divided into a daily minimum of 55-minute blocks.
  - 3. Counselors (elementary and secondary), academic coaches, behaviorists, and professional staff will have a minimum of 275 minutes preparation time per full school week, but are not guaranteed 55-minute blocks.
- I. Teachers are required to make lesson plans for a week in advance. Lesson plans shall be detailed enough to permit class work to be accomplished without interruption and shall include the lesson's expected objective (outcome) and activities/resources. Lesson plans shall also reflect differentiated instruction designed to meet the needs of students at different ability levels. Teachers will provide a copy of their lesson plans to their building administrator on Monday morning for that week's lesson plans.
  - 1. Teachers are responsible for having one (1) day of emergency master substitute lesson plans available in the office at all times. If the plans have been used, it is the teacher's responsibility to

provide an additional set, to ensure that a substitute lesson plan is available for the teacher's class at all times

2. Professional staff are required to submit to their supervisor a proposed weekly schedule and retrospective week log of the service provided to students.

#### J. Emergency Substitute Assignments

1. At the beginning of each semester the principals shall prepare a list to be known as the "building substitute list", which shall contain the names of teachers who advise the principal in writing, that they are willing to substitute during their planning time. Compensation for the first hour of substitute service during a teacher's planning time in a single day shall be at the rate of \$45.00 per hour. Staff who are not assigned a designated prep hour will be compensated at \$45.00 for the first hour of substitute service. Subsequent hours shall be compensated at \$15.00 per hour. These teachers shall be asked first in cases where a substitute is not available. Teachers who fall under Section 12D, shall not submit their names to the "building substitute list".
2. The principals shall also prepare a list to be known as the "emergency substitute list", which shall contain the names of all certified staff who may be assigned to provide substitute services in the absence of a substitute, or a building substitute, with compensation as provided in paragraph (1) one.
  - a. This list shall include all professional staff not assigned to classroom teaching duties, including teacher consultants, academic coaches, counselors, therapists, physical therapists, and all other professional staff not having a classroom assignment, including teachers during their planning period, and all administrative staff.
  - b. The personnel on the emergency substitute list shall be used only when a regular substitute, or a building substitute, cannot be obtained.
  - c. Teachers and professional staff will not be used as an emergency substitute during the times they are scheduled to provide mandatory program/service pursuant to a student's IEP, unless the student(s) is absent at that time.
3. If a substitute is not available and students in an elementary classroom must be placed in other classrooms that day, each teacher receiving a temporarily-placed student will be compensated at \$3.00 per student, per hour. This temporary placement shall not exceed contractual class size limits, unless otherwise agreed by the teacher. Pertinent information about the temporarily-placed student will be made available to the receiving teacher, including but not limited to health, safety, and transportation.
4. If a substitute is not available in a secondary classroom and classes must be combined, each teacher receiving a temporarily-placed class will be compensated at \$3.00 per student, per hour. This temporary placement shall not exceed contractual class size limits, unless agreed to by the teacher. Pertinent information about the temporarily-placed student will be made available to the receiving teacher, including but not limited to health, safety, and transportation.
5. Non-certified District employees will not be used to provide substitute instructional services. If a substitute, a "building substitute", or an "emergency substitute" is not available, non-certified staff may be assigned to monitor classrooms.

6. The emergency substitute list will be used on a revolving basis. Each person will substitute an equal number of hours (relative to their available hours) and will not be called again to substitute until all other employees on the list have been used. It is expressly understood that building administrators shall not be assigned as emergency substitutes outside of their buildings.
  7. The Association shall receive a monthly report updating the use of the emergency substitute list.
- K. Teachers shall observe all regulations relating to the notice of absence and the need for substitute service. Directions and information regarding notice of absence and return will be provided to each teacher at the commencement of work for the year.
- L. The Board will provide an absence management service to be used by teachers to report absences and request a substitute teacher.
1. Notice of anticipated absences for all reasons which are known to the employee at least one (1) day in advance will be made to the absence management service by the employee at least one (1) day before the absence.
  2. Notice of anticipated absences for all reasons which are known to the employee less than one (1) day in advance, but more than one (1) hour before the employee's normal reporting time, such as becoming ill during the night, will be made to the absence management service by the employee at least one (1) hour before the employee's normal reporting time.
  3. Emergency absences due to unforeseen situations which occur within one (1) hour of the employee's normal reporting time, such as being involved in an accident on the way to school, shall be reported to the absence management service, and also to the appropriate principal, to permit emergency substitute coverage on a timely basis. Notice under the circumstances of this paragraph must be given directly to the principal so that emergency coverage can be arranged, as well as to the absence management service so that all day coverage can be arranged.

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

If the teacher reports absence for any indefinite period of time, or is absent for five (5) or more consecutive work days, then s/he must inform the absence management service at least one (1) day in advance of the date of return to work. Failure to properly report absence and/or return will result in loss of one half (1/2) day's pay, and may also result in appropriate disciplinary action.

- M. The administration of all make-up standardized tests shall take place during the teacher's regular school hours and in no case shall the teacher be required to use the teacher's release or planning time for this purpose.
- N. Orientation for new teachers relating to the community, District procedures, administrative policies, and the availability of educational resources and facilities shall be provided to new teachers by the Board and Association. Orientation will take place prior to the official start date. New staff to the district will

participate in one full day of orientation.

0. The Board shall enroll all new hires subject to the five (5) year probationary period in the Macomb Intermediate School District (MISD) New Teacher Academy. All hours of attendance and participation in the Academy will count toward the probationary teacher professional development requirements prescribed in their development plan. This requirement to attend the MISD New Teacher Academy does not apply to professional staff employees.
  1. There shall be a mentor teacher assigned by the principal to each new teacher. The mentor teacher shall be a bargaining unit employee and paid according to the B-1 schedule.
    - a. The mentor teacher shall be a tenured employee in the bargaining unit.
    - b. The administration shall notify the Association President when a mentor teacher is matched with a mentee teacher.
    - c. Every effort will be made to match mentor teachers with mentee teachers who work in the same building and have the same area of certification, when possible.
    - d. A mentee teacher shall be assigned to only one (1) mentor teacher.
    - e. The mentor teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years.
    - f. The principal, the mentee, and the mentor teacher may mutually agree to a change in assignment.
    - g. The mentor teacher will document the mentoring process on the mentor checklist. This checklist will only be used to document progression through the mentoring process.
    - h. Mentors and mentees will conduct their Mentor/Mentee partnership in accordance with the MCCS Mentor/Mentee Handbook.
  2. The purpose of the mentor teacher/mentee program is to provide a peer who can acclimate the bargaining unit employee; offer assistance, resources, and information; and to provide assistance to foster quality instruction in a non-threatening collegial manner. Except for mandatory reporting as required by law, communications from the mentor teacher/mentee relationship are confidential.
  3. Upon request, the administration shall make available reasonable release time of at least one half day (1/2) per marking period so the mentor teacher may work with the new teacher in the new teacher's assignment during the regular work day. Release time may be provided to the mentor teacher or mentee at the discretion of the principal.
  4. The mentor teacher should be a tenured teacher appointed from the area to which the probationary teacher is assigned, if possible. The responsibility of the mentor teacher begins within five (5) days of the probationary new teacher's date of commencing service.
- P. 1. Professional development training required by law or regulation may occur during the regular work day and work year. However, satisfying such professional development requirements is the teacher's sole responsibility.

2. Professional staff employees will meet with the appropriate director to discuss and plan appropriate professional development specific to the needs of all professional staff employees.

Q. Recognizing the increased responsibility placed upon the regular classroom teacher by integrated special education students:

1. Regular classroom and special area teachers shall have the right to attend Individual Educational Program Team ("IEPT") meetings if that teacher would be affected by the outcome of the student's IEP.
2. Upon request, regular classroom teachers shall receive:
  - a. Assistance with strategies necessary for maintaining special education students in regular education classes;
  - b. In-service education on inclusive education strategies;
  - c. Instructional materials developed for use with special education students to be maintained with the appropriate special education personnel

## **SECTION 7 - TEACHING HOURS**

- A. Notwithstanding any other provision of this Agreement, secondary teachers will teach five (5) periods per day and receive one (1) period of individual planning time, which shall be provided in daily blocks of a minimum of fifty-five (55) minutes as reflected i\_n the Agreement.

Elementary special education students who visit general education classrooms for morning welcome, calendar, breakfast, recess shall not count toward class size overage during these times.

Compensation for overages will be as reflected in the Agreement.

The Business Office will provide a calendar by which class size overage payments will be submitted.

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

1. Elementary School
  - a. Teachers shall report ten (10) minutes before the official start of school in the morning and may leave ten (10) minutes after students are released. Students will not be allowed in the classroom until five (5) minutes before the official student starting time.
  - b. Principals may schedule a maximum of five (5) teachers in the morning and afternoon for weekly bus supervision on a rotating basis during their contractual day.
  - c. The normal hours of service shall be twenty (20) minutes longer than the students' instructional



day, including the thirty (30) minute duty-free uninterrupted lunch period and the daily preparation period.

- d. Classes for the morning session shall begin no later than 9:15 a.m.

## 2. Secondary School

- a. Teachers shall be at their assigned place of duty, as determined by the principal, ten (10) minutes before the opening of the morning session and may leave ten (10) minutes after students are released.
- b. The secondary teacher's day will be twenty (20) minutes longer than the students' instructional day, including the thirty (30) minute duty-free uninterrupted lunch period and a preparation period. The normal daily load for teachers shall consist of six (6) individual periods of instruction per day for five (5) individual groups of students per week. Modifications may be made by mutual agreement of the representatives of the Association and the Board.
- c. Classes for the morning session shall begin no later than 8:30.

## 3. Extended Day School

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

## 4. Traveling Teachers

- a. The normal hours of service for a teacher who is on a special program which requires that the teacher work in two (2) or more school buildings shall be twenty (20) minutes longer than the students' instructional day, inclusive of the travel time and the thirty (30) minute duty-free uninterrupted lunch period and daily preparation period. The student instructional day will be the length at the predominate level of assignment.
- b. Such teachers shall be provided a reasonable amount of time for the opening and closing of classrooms and for travel between buildings.

## 5. Special Education Teachers

- a. The normal hours of service for special education teachers are the same as teachers at their assigned building.
- b. Within the teacher's day, provision must be made to provide proper instruction hours for students.

required by the State.

## 6. Part-Time Teachers

Part-time teachers will be at an assigned place of duty as determined by the principal. Part time teachers will have planning time in the amount determined by pro-rating twelve (12) minutes per secondary instructional periods taught, or per hour taught in the elementary.

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

Part-time teachers shall be paid at the non-teaching hourly rate when requested by the administration to participate in school-related activities which do not fall within the teacher's regular assignment, and which are not reimbursed under Schedule 8-1.

- B. There shall be a duty-free uninterrupted thirty (30) minute lunch period for all teachers.
- C. Elementary physical education, music, media specialist, STEAM, and art teachers shall have up to four (4) meetings per year for area development and planning
- D. Two (2) one-half (1/2) days of release time for elementary and secondary school records shall occur after May 20.
- E. If a parent cannot attend a regularly-scheduled parent-teacher conference, upon that parent's request, a teacher will schedule a meeting with said parent(s) at a mutually convenient time and manner.

## SECTION 8 - TEACHING LOADS

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

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

1. <u>Elementary Class</u>	<u>Maximum Daily</u>
Developmental Kindergarten	20
Kindergarten (full day)	28
1st Grade	28
2nd Grade	28

3rd Grade	28	
4th-5th Grade	30	Overage payment starts at 32

- a. The class maximum for a developmental kindergarten session shall be twenty (20). Every developmental kindergarten session exceeding twenty (20) shall be assigned one (1) full time aide. If the above class size maximum cannot be met, the affected teacher shall be compensated in line of Section 8.A.10.
- b. The class maximum for a kindergarten session shall be twenty-eight (28). Every kindergarten session exceeding twenty-eight (28) shall be assigned one (1) full time aide. Whenever possible, teachers of full-day kindergarten will be assigned the same aide for the entire school day.
- c. A teacher aide will be assigned for a period of two (2) hours per day to kindergarten classroom teachers when the class size exceeds twenty-five (25) students in the kindergarten.
- d. For the following elementary classes, the class size is capped at forty-five (45) students per class and the daily student load shall not exceed the maximum numbers set forth below. Efforts will be made to balance class sizes to address safety concerns. Equipment and work stations will be provided for the number of students in the class.

<u>Elementary</u>	<u>Maximum</u>
Physical Education	270
Music	270
Art	270
Media Center	270
STEAM	270

<u>2. Secondary Class</u>	<u>Class Maximum</u>	<u>Daily Maximum</u>
5 <sup>th</sup> -12 <sup>th</sup> grades, except for:	32	150
Music	45	225
Physical Education	45	225
Media Center	45	225

Overage payment will not be paid until the daily student maximum reaches 151 students, or any single class reaches 33 students. Upon reaching 151 students a day or upon any single class reaching 33 students, Section 8.A.10 will apply.

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

Efforts will be made to balance class sizes to address safety concerns.

3. Special Education caseloads should comply with the current federal/state guidelines, including any ISO waivers
4. Pre-school class sizes shall not exceed a student-teacher ratio as required by licensing standards.
5. Remedial Education class size shall not exceed the student-teacher ratio as provided by the Michigan Department of Education.

6. To ensure an equitable distribution of special education students in regular education classes, the principal will take steps to assign a substantially equal number of special education students to all classes affected.
7. When conformity to class size limitation in A.1.a. and b. above would force the Board to change attendance area boundaries, or bus, or send students to schools outside their attendance area, the Association and Board shall meet to explore mutually agreeable solutions to the problem(s).
8. The Association will be informed by the administration when a class exceeds the contractual maximum. The administration shall have twenty (20) school days to resolve the situation with the Association.
9. For secondary (6-12) counselors, the student load shall not exceed the maximum determined through the use of the following formula:  

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

Where:

X = number of HS students assigned Y = number of MS students assigned

10. If the class size or special education caseload maximums cannot be met as described above, the affected teacher(s) (including special area teachers) will be compensated as explained below. Any such payments will be made at the end of each semester. The daily maximum of 150 students will not be exceeded by any teacher, except that classes in music and physical education will be governed by the daily maximums in this Agreement.

Eligibility for compensation does not begin until after the 20th day in each semester, unless the class remains the same throughout the year. In that event, there is no 20-day period in the second semester.

Daily per student compensation =

<u>Student(s) Over Limit</u>	<u>Per diem</u>
1	\$4.00
2	\$8.00
3	\$12.00
4	Formula

Teacher's annual base salary X # of periods of student overage

Annual instructional days X (class contact limit less number of students over)

- B. Whenever a combination class is created, the principal, after consultation with the teacher(s) involved, will attempt to assign the students so that the student-teacher ratio in the combination class is reduced. Efforts will be made to keep the number of split combination classes as low as possible. No more than two (2) grade levels will be assigned to any combination class. Combination classes will be capped at twenty-eight (28).
- C. Inclusion is recognized as an educationally-sound principle and shall be encouraged. Inclusion is defined as a special education teacher and professional aide who lend support to the students in the regular education classroom in areas where there are students identified as having difficulty as designated by the student's Individualized Education Program (IEP).

The parties recognize that a student having special physical, mental, or emotional disabilities, as defined by Michigan Administrative Rules for Special Education 340.1701 to 340.1715 inclusive, may require specialized classroom experiences. If such a student is placed in a regular classroom, the following provisions shall be made:

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

The District will request that the University or College provide the District with their specific student teacher field placement program requirements, and student teacher assignments shall be completed in compliance with those requirements. Volunteer supervising teachers may assign student teachers to perform those duties required by the University's field placement program, and those duties which are customarily performed by a classroom teacher, including supervised teaching, performing assessments,

tutoring students, and other normal ancillary classroom duties not inconsistent with University requirements.

Qualified teachers may volunteer to accept a student teacher. The Human Resources Office will prepare and maintain a list of all teachers who have volunteered for this purpose. The list will be maintained in the same order that the notifications are received, subject to certification and qualification, i.e., teachers certified to teach high school English will be placed on one list; all District teachers who have elementary certification will be placed on another list, and so on. The District will rotate requests for placement of student teachers, in the same order that such requests are received, to teachers on the list. Teachers who decline to accept an available student teacher in the agreed-on order will be removed from the list. The District may place as many student teachers as there are volunteers willing to accept an assignment. The District may discontinue this program if there are insufficient numbers of volunteers, or if excessive numbers of teachers on the volunteer list decline offered assignments.

- E. Teachers who supervise para-professionals shall have written input in the employee's evaluation. The responsibility of evaluating personnel, however, lies with the administrator.
- F. Teachers may select job sharing, by application to the Human Resources Office and upon approval of the administration.
  - 1. These teachers are to receive full rights and protection as stated in this Agreement. Salaries and other benefits will be pro-rated based on a proportion of time worked to a full teaching day. Job-sharing teachers and the principal shall establish in writing the relative responsibilities for attending contractual building meetings and parent teacher conferences.
  - 2. A job-sharing teacher who meets the contract commitment in the job-shared position shall receive one (1) month's seniority for each month worked.
  - 3. The job-sharing teachers will receive credit on the salary schedule of one half (1/2) step.
  - 4. The position must be applied for by March 1 each year for the following school year.
- G. The administration will provide Board-approved training for regular education teachers receiving students with disabilities and all teachers having to serve medically fragile students. When the District receives a medically fragile student who requires extraordinary care, the student's Section 504 or IEP Team shall meet to establish an appropriate plan for medical concerns.
- H. Planning time and professional development time will be provided for teachers who participate in team teaching. Professional development for co-teaching or team teaching will be provided for teachers who are asked to participate in co-teaching or team teaching.
- I. The high school and middle school counselors' contract year will include three (3) work days in the week before the opening of school. Counselors will be notified of their work schedule for these days two (2) weeks before the assignment date.

Compensation will be at the contractual rate. This pay will be in addition to the counselor's regular contractual pay. Administration requests for additional counselor work days added to the school year will be compensated at the counselors' daily contractual rate.

## SECTION 9 - VACANCIES, ASSIGNMENTS, AND PROMOTIONS

### A. Definitions

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

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

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

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

**Assignment:** The schedule and/or grade level(s) assigned within the same building(s) to a bargaining unit employee. Secondary Complex is considered one building.

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

**Seniority:** If the length of service of two (2) or more bargaining unit employees is identical, the date and time the signed contract is received by the Human Resources Office shall determine their seniority. If the exact time is unknown, seniority may be determined by adding the digits in the employee's social security number, and the highest sum will determine seniority.

1. Seniority accrual for bargaining unit employees will be measured by FTE contract amount. The following factors will be applied when crediting seniority:

- FTE of .51 or greater will accrue full seniority for days paid
- FTE of .50 or less will accrue seniority of half the amount of days paid

The only exception to this accrual is job-share teachers as provided in Section 8.F.2.

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

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

3. The only unpaid days that will not result in loss of seniority are those that result from administrative discipline (suspension).
4. Seniority will continue to accrue for all paid leaves of absence. It will be the employee's responsibility

to properly and timely report absences and indicate whether paid leave or unpaid leave is requested.

5. Implementation of this proposal will not result in any increased costs to the District.

## B. Promotion

The following procedure shall be followed in filling any administrative vacancy or administrative new position:

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

## C. Vacancy - Professional Staff Employees

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

1. Before May 15 of each school year, anticipated vacancies for professional staff employees for the ensuing school year shall be posted. At the expiration of the posting period, the vacancies and any resulting vacancies will be filled by currently assigned professional staff employees who have applied for the vacancies and displaced professional staff employees on layoff, based upon the most senior professional staff employee having the first choice. If there is no vacancy available for a displaced or laid-off professional staff employee, the administration will make the necessary transfers to facilitate maximum employment. This process shall not apply to vacancies that occur after the first semester of any school year until the end of that year.



2. Before professional staff employee position vacancies are filled through involuntary transfer, the vacancy shall be posted for voluntary transfer as in Section 9.C.3.c. above.
  - a. Involuntary transfer will be made only after consultation with the individual(s) involved.
  - b. Such positions shall be filled on the basis of the employee's qualifications.
  - c. A professional staff employee involved in involuntary transfer shall be made aware of all other vacancies or new positions available at that time.
  - d. Notice will be in writing via certified U.S. mail and will be at least five (5) business days before the transfer. There will be no "drop in" notice.

### 3. Involuntary Transfer

- a. If involuntary transfer occurs before the start of school, a minimum of a one (1) day training session with the person currently in the position (or a similar position) shall be provided. The Board will provide for substitutes.
- b. Upon written request, professional staff employees notified of involuntary transfer after the start of school will be given three (3) release days to prepare for transfer. Preparation time will be under the supervision of the principal. The "one day" training noted in Section 7.C.3.a., shall occur, but is not included in the three (3) days.
- c. Professional staff employees who are involuntarily transferred or displaced due to declined enrollment or budgetary constraints, shall be given first consideration in returning to the situation from which they were transferred or displaced, provided that they notify the Superintendent or designee during the posting period for such a vacancy.

If the Board initiates a transfer it shall transfer the lowest seniority professional staff employee who meets the credential requirements and qualifications. Transfers of professional staff employees will be made to facilitate maximum employment pursuant to lay-off and recall procedures of the Agreement.

- (1) If no open position for which a displaced professional staff employee is credentialed and qualified exists, the following process will be used if the:
  - (a) displaced professional staff employee has the least seniority in the District, the professional staff employee is subject to lay-off;
  - (b) least senior professional staff employee in the District holds a position for which the displaced professional staff employee is credentialed and qualified, the displaced professional staff employee will be offered the position.
    - i. if the displaced professional staff employee accepts the position, the least senior teacher is subject to lay-off;
    - ii. if the displaced professional staff employee does not accept the position, the displaced professional staff employee is subject to lay-off.

- d. Teachers involuntarily transferred within five (5) calendar days before the opening of school shall be compensated, on request, for six (6) hours at the non-teaching hourly rate as preparation time.
- 4. If the Board decides to close a school, the Superintendent or designee shall meet with the Association within five (5) school days after the decision to close a school has been made, at which time the details of the school closing will be discussed. Such discussion shall include:

- a. The name of the school(s) to be closed.
- b. The establishment of a timeline to facilitate the transfer of teachers to the receiving school(s). Such timeline shall include the completion of the transfer procedure.

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

- (1) The teachers at the closed school(s) will be able to state a preference for the building to which they wish to be transferred, provided:

- (a) A racial imbalance is not created;
- (b) There is a vacancy for which the teacher is certified and qualified; or
- (c) Placement will allow retention of the most senior employees;

D. Summer school and supplemental service assignments shall be posted for eligible employees.

- 1. Requests to fill such a position shall be in writing.
- 2. Such positions shall be filled on the basis of the employee's qualifications. The position will be awarded to the eligible employee who is qualified.
- 3. If the position is not first filled by a bargaining unit employee, preference shall be given to eligible teachers on lay off from other school districts where MEA-NEA Local 1 is the bargaining agent, if Local 1 applicant(s) have qualifications equal to or better than those of other applicants, as contained in the posting and determined by the Board. Mount Clemens non teaching professional staff employees on lay-off and eligible for recall who are credentialed and qualified for the summer school and supplemental service position shall first be recalled before implementing the provisions of this section.
- 4. This section shall be subordinate to and subject to the affirmative action provisions of this Agreement.
- 5. Following the opening of school, posting is not required for vacancies created to facilitate maximum employment as related to displaced teachers.

E. A teacher interested in transfer to any vacancy, potential vacancy, or new position shall submit a letter of request to the Superintendent. Such requests must be renewed yearly.

F. A file of all transfer requests will be maintained in the Human Resources Office.

- G. In filling assignments for Summer School, the Board will post all such positions in each school building, and on the District website, and to give due weight to the professional background and qualifications of all applicants, including the length of time each has been in the District. To be considered for such an assignment, interested teachers must have written applications on file with the Superintendent within ten (10) days after posting of the positions. The Board maintains the right to employ the person whom, in the Board's opinion, is the best-qualified person subject to section 21. The teaching staff will be given preference in the filling of teaching assignments. In the event of an emergency, the Board will retain the right to appoint an instructor without posting.
- H. Non-teaching positions listed in this Agreement shall be posted for ten (10) calendar days.
1. In an emergency, a position may be filled temporarily during the posting period.
  2. Non-teaching positions which may be filled by staff from other buildings than where the job is, must be posted in all buildings, on the District website, and with the Association. Such positions shall be filled on the basis of the qualifications as posted. The position, as posted, will be awarded to the eligible employee who is qualified and where two (2) or more employees are relatively equal, seniority in the District shall prevail.
  3. Non-teaching staff postings shall contain a brief job description.
  4. If there are no bargaining unit applicants within the ten (10) day posting period, the non-teaching staff position may be filled temporarily. The position will remain posted for the duration of the school year.
- I. The assignment of teachers is the responsibility of District administrators. It is recognized that there may be the necessity for assignment changes between the last student day and the beginning of the school year and that the Board reserves the right to make such changes. For a change in assignment made within five (5) calendar days before the opening of school (first day students attend class) or thereafter, a teacher who makes a written request will receive:
1. Up to three (3) release days to prepare for the change, if more than half of the teacher's assignment will be changed; or
  2. One release day to prepare for the change, if less than half of the teacher's assignment will be changed.
  3. Release time will be scheduled by the principal(s).
- J. The Board may employ non-bargaining unit employees as audio-visual technician(s) and in-house student suspension room supervisor(s). If a qualified bargaining-unit employee applies for the student suspension room supervisor position that would count for instructional time, that person shall be given preference.

## **SECTION 10 - PAYROLL ADMINISTRATION**

- A. The following statement will be placed on new individual contracts:

"This contract is subject to a collective bargaining agreement negotiated by the Board and the exclusive bargaining representative of teachers and other employees who are in the teachers bargaining unit

employed by the Board. The terms of such collective bargaining agreement are incorporated in this contract and by accepting and signing this contract, I agree to be bound by all such terms."

- B. If there are at least twelve (12) individuals who have signed up, the Board shall make payroll deduction upon written authorization from teachers for Board-approved annuities, Michigan Schools and Government Credit Union, United States Savings Bonds, United Fund, MEA Financial Services, or any other plans or programs jointly approved by the Association and the Board.
- C. By the fourth Friday of the school year or within thirty (30) days of the opening of school, the Board will supply the Association with the following information:
  - 1. Name(s), address, telephone number, and building in which assigned, of all teaching and administrative personnel
  - 2. Salary step of each - except administrators
  - 3. Differential pay for each and category - except administrators
  - 4. Degrees held by each
  - 5. Certificate type held by each
  - 6. Job title and/or subject or grade taught
  - 7. A list of personnel available for substituting

## **SECTION 11 - STUDENT SERVICES**

- A. A teacher referring a student for consideration of services will be informed of progress on the referral. The teacher will also be informed of the actions taken on behalf of the student as a result of the referral.
- B. No bargaining unit employee will be required to administer medication to students in the building environment, except in an emergency which threatens the life or health of the student. Teachers who have been properly trained may administer medication in unusual situations such as during a field trip.

## **SECTION 12 - COMPENSATION**

- A. The current annual salaries of teachers covered by this Agreement are determined by their position on Schedule B, plus compensation paid for work beyond the Bachelor's and the Master's degrees. Teachers shall be paid in twenty-six (26) substantially equal installments as determined by the District's annual payroll schedule. In years with twenty-seven (27) pays, the Superintendent or designee will notify the Association President of this when this anomaly occurs. Such salaries shall remain in effect during the term of this Agreement.
- B. One day's pay for teachers currently under contract shall be computed as the current annual salary divided by the number of contractual teacher days.
- C. Hourly rates:
  - 1. a. Teachers employed in teaching services\* beyond their regular school day and not compensated under another provision of this Agreement shall be compensated at \$25.00 per hour.

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

- b. Teachers employed in summer school shall be granted non-accumulative sick leave (on a pro-rated basis) for personal illness, immediate family illness as defined in Section 13.A. and bereavement as listed below unless the class is made up and the instructor paid for make-up time: Summer School six (6) hours per summer session
- 2. The hourly rate for teachers under contract during the regular school year shall be \$45.00.
- 3. The hourly rate for teachers under contract in the longer year/longer day program shall be \$45.00.
- 4. Part-time teachers shall be compensated at their current annual salary times the fraction of their contract day as specified in Section 7.A.
- D. Teachers who agree to teach an additional hour beyond the normal teaching load, as a regular daily assignment of at least a full semester, and give up a preparation period or extend their regular work day shall be compensated at \$63 per hour.
- E. Credit for teaching experience outside the District shall be granted at a level mutually agreed on between the teacher and Board, not to exceed step four (4) on any salary schedule. Such credit shall not exceed the individual's actual experience. In shortage areas when a position has been posted and unfilled for thirty (30) days, the Association President and Superintendent may mutually agree to allow for additional experience credit to fill a position of need.
- F.
  - 1. For each two (2) or more semester hours of credit beyond the Bachelor's degree, not to exceed fifteen (15) hours earned after September 1, 1967, and subsequent to qualifications for permanent or professional education certification, the Board will pay, in addition to the current annual salary, the sum of \$15.00 per semester hour, provided such credit is either at the graduate level or directly related to the teaching field of the employee.
    - a. To be eligible for this allowance, a transcript of such earned credit or other reasonable evidence until a transcript is submitted, must be presented to the Superintendent or designee before September 1. Transcripts for summer work, which are not available by September 1, shall be forwarded to the Superintendent or designee during the school year and before April 1.
    - b. Payment for such credits will be made in a lump sum at the end of the school year.
    - c. Credits earned after September 1 of any school year will not alter salary for either the first or the second semester of that school year.
  - 2. For each two (2) or more semester hours of credit completed after the granting of the Master's degree, not to exceed thirty (30) hours, earned at an accredited university, the Board shall pay, in addition to the current annual salary, the sum of \$15.00 per semester hour, provided such credit is at the graduate level and definitely directly related to the employee's teaching field.
    - a. To be eligible for this allowance, a transcript of such earned credit or reasonable evidence until a transcript is submitted, must be presented to the Superintendent or designee before September 1. Transcripts for summer work, which are not available, by September 1, shall be forwarded to the

Superintendent or designee during the school year and before April 1.

- b. Payment for such credits will be made in a lump sum at the end of the school year.
- c. Credits earned after September 1 of any school year will not alter the salary for either the first or the second semester of that school year.

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

- 3. The Board will pay the cost of tuition for courses authorized by the Superintendent, which in the Superintendent's opinion specifically enhance the teaching performance of the applicant who has attained a Specialist's degree. Up to twelve (12) hours beyond that degree can be considered. Teachers seeking tuition reimbursements must receive approval before taking course work.
- 4. Longevity payments will be made as follows:

<u>Mount Clemens Service</u>	<u>Amount</u>
10-14 years	\$750
15-19 years	\$1250
20-24 years	\$1,750
25 years	\$2,250

- G. If an elementary school special area teacher is absent, and no substitute is provided, a regular classroom teacher may be assigned to substitute and shall be compensated, on a pro-rata basis, for such instruction at forty-five dollars (\$45.00) per hour. Timely notice to the staff of the absence of special area personnel shall be the responsibility of the building administrator.

- H. The Board and the Association acknowledge the importance of work experience. Teachers who are instructing in subject areas to which their past work experience relates may apply to the Superintendent who will determine whether the work experience is related.

If the work experience is related, then the Superintendent will grant for three (3) years of related work experience, one (1) year on the teacher salary schedule. The maximum grant for any one (1) teacher for work experience shall not exceed three (3) additional years on the teacher's salary schedule

- I. Every effort will be made to provide substitute classroom aides during the period of the aide's absence. However, in those situations when a substitute is not available, the substitute aide's hourly rate for that school year will be paid to the affected teacher(s) for each hour of the aide's absence. This compensation will be pro-rated, as appropriate.

### **SECTION 13 - LEAVE PAY**

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

- A. A teacher will be granted twelve (12) paid leave days per year. Beginning in the 1997-98 school year, a

maximum of 240 days can be accumulated. The full amount of twelve (12) days shall be at the disposal of the teacher, subject to Section 13.A., B., and C. on the first day of the school year. Newly-hired bargaining unit employees as of July 1, 2016 will have a maximum lifetime accumulation of 150 days.

1. For absences greater than three (3) consecutive days, prior approval from Superintendent or Designee, OR medical documentation is required.
2. For absences that fall immediately before or after a school holiday, medical documentation will be required

## B. Absence for Work-Related Injuries or Illness

- a. Teachers who are absent from work due to work-related injury or illness shall suffer no loss of compensation or leave time for the first twenty (20) work days of such illness or injury. Examples of such compensable illnesses or injuries shall include, but are not limited to: illnesses of mumps, scarlet fever, measles, chicken pox, lice, scabies, rubella fever, or injuries of unprovoked battery by a student against a teacher, accidents suffered at the workplace.
- b. Teachers who are absent from work because of work-related injuries or illnesses which exceed twenty (20) work days and such absence is compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the compensation allowance and the teacher's regular salary, within the limits of the accumulated leave time. The amount of leave time charged against the teachers who come under this provision shall be in the same proportion as the compensation by the Board.
  - (1) The teacher must notify the administration either in writing or verbally, within 24 hours of the injury. Teachers may use the substitute call line for this notification on weekends or holidays.
  - (2) If the consequences of the injury are not apparent until after the 24-hour period, the Board may compensate and grant leave time to the teacher. If compensation and/or leave time is denied, the teacher may appeal the decision to a neutral third party mutually agreed on by the Board and the Association.
- c. If a teacher has exhausted leave time and sick bank time, the Board will pay the difference between the teacher's regular daily rate and the Worker's Compensation until the teacher is eligible for long-term disability.
- d. If a teacher has no remaining leave time as a result of being injured on the job, the Board will provide one (1) non-accumulative leave day per month for the remainder of the year.

## 2. Absence Due to Death of a Relative or Friend

- a. Absence without loss of pay will be allowed for the death of a spouse, parent, child, sibling, or equivalent in-law. Special arrangements should be made with the Superintendent if such absence must extend beyond five (5) days. These days will not be charged to accumulated leave time.
- b. Absence without loss of pay may be allowed for the death of a grandparent or equivalent in-law. Special arrangements should be made with the Superintendent if such absence must extend beyond three (3) days. These days shall not be charged against accumulated leave time.
- c. Absence without loss of pay may be allowed for attending the funeral of a more distant relative or friend, provided that prior approval is obtained for such absence from the Superintendent through

the building principal. An absence for this purpose, in general, is limited to one (1) day. This day shall not be charged against accumulated leave time.

### 3. Absence Due to Attendance at Education Meetings

- a. Teachers may attend educational meetings directly related to their field of work, without loss of time or pay provided permission to attend such meetings is granted by the principal and/or supervisor in charge and approved by the Superintendent.
- b. Permission may, upon approval of the Superintendent, be granted for attendance by staff members at an education-related activity or meeting with a loss of time only.
- c. Visiting days may be granted to teachers at the discretion of the Superintendent and no deduction in pay shall be made for such an approved absence.

### 3. Jury Duty

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

### 4. Absence for Observance of Religious Holidays

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

### 5. Medical/Dental Appointments

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

### 6. Absence Due to Illness of Family Member

Absence due to illness of a member of the family spouse, grandparent, parent, child, sibling, or equivalent in-law) will be allowed without loss of pay. Special arrangements including absence extending beyond five (5) days, and illness of immediate family outside the same household must be made with the Superintendent.

### 7. Disability Due to Pregnancy

Women affected by pregnancy, childbirth, or related medical conditions shall be treated the same as for all employment-related purposes.

## B. Conditions of Leave Days

1. Accumulated leave days shall be recorded on a statement and presented to each teacher in



September.

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

#### C. Leave Accountability Procedures

1. It is important for the District to know when an employees is absent for any extended time period, including the date the employee leaves work and the date the employee returns to work. Accordingly, a teacher must report every absence from work by using the District's absence management system.
2. An employee who has been absent five (5) days or more must contact the Human Resources Office at least one (1) day before the anticipated return date. If the absence has been for medical reasons, the District may request a release for return to work from the employee's physician.
3. The District reserves the right to require written authorization (including a statement from a healthcare provider) for any employee absence immediately before or after a school break (including but not limited to extended weekends, Thanksgiving, Winter Holiday, Spring Break).
4. If an employee intends to apply for withdrawal from the sick bank, the employee must submit a physician's certificate stating the specific date the medical disability began, along with the application for sick bank withdrawal. Upon return to work, the teacher must provide a physician's certificate stating the specific date that the teacher is released to return to work. The entire time period for which sick bank withdrawal has been granted, including the specific beginning date and the ending date, must be verified by a medical certificate. The Business Office shall develop a form to be used by employees for this purpose.

#### D. Association Sick Leave Bank

All teachers who have been employed by the District for four (4) years as of the first day of the applicable school year, except those teachers who have used the 180-day maximum lifetime withdrawal, shall be members of the Association sick bank. As of the first day of each school year, each teacher who is a member of the sick bank shall contribute one (1) day of the foregoing sick leave allowance to a common bank to be administered by the Association subject to sick leave policy as set forth in this Agreement. A teacher may make reasonable withdrawals, as determined by the Association, from the common bank, provided:

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

A teacher who has four (4) years' service may use up to forty-five (45) days from the sick bank per

year, and a teacher who has four (4) or more years of service shall be granted no more than sixty (60) days from the sick bank per year. If an employee's medically-verified illness spans two (2) consecutive school years, the employee shall not be required to return to work for one (1) day to maintain sick bank eligibility.

4. A teacher who has used days from the sick bank is not required to repay those days, except as a regular contributor to the bank as required for all members. Any teacher who does not continue to be disabled and fails to return to the District will be charged for the days taken.
5. A physician's certificate must accompany the application for withdrawal from the sick bank.
6. The days contributed to the sick bank shall accumulate from year to year.
7. Days may be used for outpatient treatment if the foregoing qualifications are met.
8. A contract teacher who is employed for the school year or major fraction thereof shall contribute one (1) day; a contract teacher employed for one (1) semester or fraction thereof shall contribute one-half (1/2) day.
9. If the number of days in the sick bank is less than 300 on August 1, and February 1, each teacher shall contribute one (1) day. If a teacher on August 1 and/or February 1 has a zero (0) leave balance, then that teacher will contribute one (1) or two (2) day(s), as required, to the sick bank on the first day of September of the next school year. Before the District replenishes the sick bank, the Association President will be notified in writing with an accounting of the number of days presently in the bank.
10. There shall be a lifetime withdrawal maximum of 180 days. Upon the withdrawal of the 180th day from the sick bank, the affected teacher shall no longer be a member of the sick bank.
11. Teachers who are not members of the bank shall neither contribute days to the bank nor receive paid sick days from the bank.
12. If a teacher leaves the District for a reason other than retirement or death, the teacher's accumulated days shall be forfeited to the sick bank, with a cap of 450 total days in the sick bank.

#### E. Leave Incentive

At the end of each school year, teachers who have used two (2) or less leave days during that year may convert accumulated leave days to cash. Payment shall be made before July 31 in a separate check. The following formula shall be used for all conversions:

Accumulated	Be Converted	Amount Per Day
8-10	1	\$100
11-20	2	\$ 85
21-40	3	\$ 70
41-60	4	\$ 65
61-100	5	\$ 60
101-150	6	\$ 55

See also, Section 16.C. (payment for unused sick days).

## **SECTION 14 - LEAVES OF ABSENCE**

### **A. Extended Illness/Injury Leave**

1. Any teacher whose absence extends beyond the period compensated under Section 13.A. shall be granted a leave of absence for such time as is necessary for complete recovery from such illness or injury. A teacher on such a leave shall receive long term disability pay in accordance with Section 15.
2. Insurance benefits shall be provided in accordance with Section 15.

### **B. Involuntary Leave of Absence**

1. The Board may request, at its expense, an examination of a teacher by a physician of its choosing when a situation develops in the opinion of the Superintendent that the teacher is not providing continuous service to students. If the physician's diagnosis indicates the teacher is unable to provide continuous service to students, the Board reserves the right to place the teacher on an involuntary leave. The teacher retains all rights to sick leave benefits consistent with the requirements of Section 13 or LTD coverage if eligible by the terms of the LTD insurance agreement.
2. Return to a regular teaching assignment, as outlined in paragraph B.1 above, will follow receipt of a statement from the above physician, or a physician mutually agreed on by the teacher and the Board. The teacher shall provide medical verification of the teacher's ability to return no later than June 15th in order to be placed in an assignment for the first semester of the ensuing school year or November 1st to return for the second semester of the school year.

### **C. Maternity, Child-Rearing, and Family Care Leaves of Absence**

#### **1. Maternity Leaves**

- a. A teacher who provides medical verification of pregnancy shall receive, upon request, a one (1) year leave of absence to begin at any time during such pregnancy.
- b. Such maternity leave may be taken in conjunction with leave days provided under Section 13.

#### **2. Child-Rearing Leaves**

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

#### **3. Family Care Leaves**

The Board shall grant to any teacher a leave of absence without pay for the purpose of family care. The teacher shall be entitled to a leave up to one (1) year. Reinstatement of a teacher to a position for which the teacher is qualified will be at the beginning of the school year in September after a family

care leave. A one (1) year extension of the leave may be granted by the Board upon written application at least three (3) months before the expiration date of the leave period.

- a. For purposes of this section, a dependent includes an adopted child, a stepchild, a grandchild, or any other child less than 19 years of age for whom the employee is a legal guardian, or an unmarried adult child if the child is incapable of self-support due to mental or physical disability, and if the child depends on the employee for care, support, and maintenance; or the spouse of the employee; or the legal parent of the employee if that parent is either more than 65 years of age or is dependent on the teacher for more than half of that person's financial support.
- b. For adoption, this leave may be extended for one (1) additional year.

#### 4. Conditions of Leaves

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

#### 5. Lay-off/Recall Leave Provisions

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

#### D. Special Teacher Leaves

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

#### E. Association Extended Leaves

Leaves of absence of not more than two (2) years without pay shall be granted upon application for the purpose of holding elected or appointed office in the NEA, MEA, MEA-NEA Local 1, or an affiliate of NEA, MEA, or MEA-NEA Local 1.

#### F. Uniformed Services Leave/National Guard

1. A leave of absence, without pay, shall be granted to a teacher who is inducted or enlists for uniformed services duty in any branch of the uniformed services of the United States. The period of the leave shall be governed by the length of the period of active duty or enlistment. Upon return from such

leave, a teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the District during such period.

2. Members of any National Guard Unit or any branch of the uniformed services called up for duty of not more than five (5) days' duration (unless extended by the Superintendent) shall be compensated for the difference between the teacher's regular pay and the pay received for the performance of such obligation. These days shall not be charged against accumulated leave time.

#### G. Extended Personal Leave

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

#### H. Public Office Leave

A leave of absence equal to two (2) years, without pay, before the beginning of, or at the conclusion of the school year, will be granted to a teacher to campaign for or to serve in a public office. Further extensions shall be granted at the will of the Board.

#### I. Sabbatical Leave

Subject to applicable Michigan law, teachers who have completed at least seven (7) years of service in the District and hold a Master's degree may, upon proper written application and approval by the Board, be granted a sabbatical leave for one (1) year, under the following conditions:

1. Applications must be submitted to the Superintendent, on forms provided for this purpose, no later than April 1 of the school year preceding the school year for which the leave is sought.
2. The work done during the sabbatical must be relevant to the teacher's assignment.
3. No more than two (2) teachers in the District shall be absent on sabbatical leave at any one time.
4. The teacher on sabbatical leave will file periodic reports with the Superintendent, as requested.
5. A sabbatical leave, once granted, cannot be terminated before the expiration date, except as otherwise agreed by the Board.
6. The teacher shall agree, in writing, to remain in the District's employ for a period of not less than two (2) years following the teacher's return from a sabbatical leave.
7. While on sabbatical leave, a teacher shall be considered employed by the Board and shall be paid one-half (1/2) of the teacher's current annual salary.
8. Upon return from a sabbatical leave, the teacher shall be placed at the same step on the salary schedule as the teacher would have been had the teacher taught in the District during the sabbatical leave. This provision does not affect the Board's right to reduce or layoff the teacher.

## H. Return Rights

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

## I. FMLA - Family and Medical Leave

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

1. All requests for FMLA leave will be made to the Superintendent or designee.
2. When the need is foreseeable, the employee shall provide notice thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee will give as much notice as is practicable.
3. Proper certification of the reason for the leave must be provided.
4. An employee may be required, or choose, to use all available leave time (i.e., sick leave, personal leave, and/or vacation leave) with any balance of time being without pay. Written notice will be required.

At the end of the FMLA leave, the employee will be returned to the employee's position held before the leave or to an equivalent position based on established policies and practices.

## SECTION 15 - INSURANCE PROTECTION

A. The Board shall provide all insurance benefits listed in Section A for a full twelve (12) month period of each school year for all bargaining unit employees and their eligible dependents, except for those bargaining unit employees electing benefits under Section B. The District will pay the "hard cap" limit adjusted annually by the Michigan Treasury pursuant to the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq.

1. MESSA Choices II with the "3-tier" prescription card for all bargaining unit employees who elect to have health/medical insurance. The deductible will be \$500/\$1,000 with a 20% co-insurance.

OR

MESSA ABC 2-(\$1,500/\$3,000) high deductible HSA plan with the 3-Tier prescription card.

OR

MESSA ESSENTIALS

2. MESSA/Delta Dental Plan which includes the following benefits:

- Class I: 80%
- Class II: 80%
- Class III: 80%
- Annual Max: \$1,500
- Class IV: 80%
- Lifetime Max: \$1,300
- 2 Cleanings

OR

MESSA/Delta Dental with internal and external coordination of benefits

- Class I: 50%
- Class II: 50%
- Class III: 50%
- Annual Max: \$1,500
- Class IV: 50%
- Lifetime Max: \$1,000
- 2 Cleanings

3. MESSA Term Life Insurance in the amount of forty thousand (\$40,000) for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. In the event of accidental dismemberment, the insurance will pay according to the schedule.

4. MESSA-VSP 3 Plus Vision (P250CL) Insurance including internal and external coordination of benefits.

5. If, during the life of this agreement, MESSA makes available additional options to those currently available that could result in premium savings, the parties will meet to discuss those options

B. For bargaining unit employees not electing insurance benefits as described in Section A. above, the Board shall provide the following insurance benefits, for a full twelve (12) month period of each school year. The benefits listed below shall be provided to each employee not enrolled in benefits under Section A. above, and the employee's eligible dependents.

1. MESSA/Delta Dental Plan which includes the following benefits:

- Class I: 100%
- Class II: 90%
- Class III: 90%
- Annual Max: \$1,000
- Class IV: 90%
- Lifetime Max: \$1,500

- 2 Cleanings

OR

MESSA/Delta Dental with internal and external coordination of benefits

- Class I: 50%
  - Class II: 50%
  - Class III: 50%
  - Annual Max: \$1,000
  - Class IV: 50%
  - Lifetime Max: \$1,000
  - 2 Cleanings
2. MESSA Term Life Insurance in the amount of sixty thousand dollars (\$60,000) for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
  3. MESSA Dependent Term Life Insurance in the amount of ten thousand dollars (\$10,000) for each employee's spouse and five thousand dollars (\$5,000) for each dependent child as defined by MESSA.
  4. MESSA-VSP 3 Plus Vision (P250CL) Insurance including internal and external coordination of benefits.
- C. Bargaining unit employees who opt not to take insurance benefits as described in Section A. above shall be paid a total of \$6,000 per contract year on the conditions that: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act. This stipend shall be paid \$500 per month for twelve (12) months, September to August, within five (5) work days after the first pay period of each month.
- D. The Board shall provide MESSA Long-Term Disability Insurance for each teacher. Benefits shall be paid at sixty-six and two-thirds percent (66-2/3%) of salary to a monthly maximum of five thousand dollars (\$5,000.00) and shall begin after expiration of ninety (90) calendar days. Benefits shall continue, to age seventy (70) at no cost to the teacher for permanent disability. Any employee who receives long-term disability benefits shall not be eligible for any insurance benefits at District expense.
- E. Bargaining unit employees who are employed after the start of the school year shall receive insurance benefits beginning as of the first day of employment and such benefits shall continue in force for the balance of each school year, including the summer months, through August 31.
- F. The Board shall provide insurance benefits listed above for those bargaining unit employees on health leaves, sabbatical leaves, absence because of long-term disability (as defined by the LTD insurance carrier), or while on sick leave day or sick bank usage.
- G. A teacher subject to layoff will receive the insurance benefits listed above for three (3) full months



following the teacher's layoff. For example, a teacher laid off June 15<sup>th</sup> would have insurance coverage for the remainder of June, as well as for the months of July and August. To preclude "double-coverage," a laid-off teacher who receives insurance benefits under this provision shall promptly notify the District's business office if that teacher becomes employed with comparable insurance.

- H. The Board shall establish an open enrollment period of thirty (30) days. The Board, in cooperation with the insurance carrier(s) shall be responsible for providing all necessary enrollment application and claims materials.
- I.
  - 1. Notwithstanding the rules or regulations of the insurance carrier(s), the Board shall guarantee the level and inclusion of all provisions of the insurance benefits as of the first day of this Agreement.
  - 2. If any insurance benefit is adjusted by action of the courts, the Legislature, or the Insurance Commission, the Board shall meet with the Association for purposes of re-negotiating the affected insurance benefit(s).

### SECTION 16 - RETIREMENT

- A. Because the education of students is adversely affected by personnel changes during the school year, teachers shall fulfill the terms of their contract within the limits of applicable statutes.
- B. In appreciation for services to the District, the Board shall pay a bargaining unit employee upon retirement \$100 for each year of service to the Mount Clemens Community School District beyond the employee's first ten (10) years of service to the District. Proof of retirement from the Michigan Public School Employees Retirement System is necessary before receipt of this benefit. Part-time teachers shall be paid on a pro-rata basis based on experience in the District.
- C. The Board will pay the following amount for each unused sick day accumulated above fifty (50) days for teachers retiring under the MPSERS Act and provide irrevocable written notice to the Superintendent by the corresponding date of the last calendar year of the teacher's employment.

<u>Amount</u>	<u>Notice Due</u>
\$60	March 1
\$55	April 1
\$50	May 1

For any of the above scenarios, a teacher's unused sick day redemption is capped at fifty (50) days. Any days in excess of one hundred (100) days will be donated to the sick bank, subject to Section 13.D.

- D. Bargaining unit employees can neither receive nor loan sick leave days to other bargaining unit employees.
- E. The spouse or dependent(s) of any teacher who dies during the employee's term of employment will be paid seventy-five (75%) of the substitute teacher pay rate, for each accumulated sick day, up to a maximum of one hundred (100) days.

### SECTION 17 - EVALUATION OF PROFESSIONAL STAFF EMPLOYEES

~~The work performance of all professional staff employees shall be evaluated in writing and shall conform to this Agreement. Professional staff employees shall be evaluated one (1) time during each school year using~~

~~the agreed-on evaluation tool.~~

- ~~A. If a professional staff employee was scheduled for an evaluation during the school year and does not receive the written evaluation by June 1, the professional staff employee shall be considered as having performed the employee's duties in a satisfactory manner.~~
- ~~B. The Board and the Association shall review this section periodically upon request of the Board or the Association.~~
- ~~C. Any professional staff employee's response attached to a written evaluation may be admitted during any contractual or District proceedings. A professional staff employee's evaluation is subject to the Section 19 grievance procedure.~~
- ~~D. If the professional staff employee is experiencing difficulty in the performance of the employee's duties, the Association President will be informed of the situation. The Association will have the opportunity to provide input into the creation of an Improvement Program.~~

#### MOUNT CLEMENS COMMUNITY SCHOOLS' COLLECTIVE BARGAINING AGREEMENT PROPOSAL

#### ARTICLE [X]

#### TEACHER EVALUATION

- (1) The performance of all teachers, both probationary and tenured, shall receive a year-end evaluation.
- (2) Anything contained within this Article notwithstanding, all evaluations of teachers shall be conducted pursuant to current state law.
- (3) Evaluation of a teacher in relation to his/her assignment is a continuous process and shall be conducted by a qualified evaluator(s) as designated by the Superintendent ("Evaluator(s)"). Each Observation by the Evaluator(s) shall be made in person.
- (4) Prior to the commencement of the evaluation process, those Evaluator(s) who will have responsibility for evaluating teachers shall schedule and hold a conference with the teachers scheduled to be evaluated for purposes of reviewing the evaluation process and procedures.

(5) At the end of the school year, each teacher shall be assigned a year-end performance evaluation rating ("Year-End Evaluation") of one of the following:

(a) Before July 1, 2024:

- (1) Highly Effective,
- (2) Effective,
- (3) Minimally Effective, or
- (4) Ineffective

(b) July 1, 2024, and After:

- (1) Effective,
- (2) Developing, or
- (3) Needing Support

(6) The Year-End Evaluation shall be completed using the Mount Clemens Community Schools Observation and Evaluation Process (Charlotte Danielson aligned Evaluation Tool) and the Summative Evaluation Form as collectively bargained, approved by the Board of Education and will be based upon an assessment of the following evaluation criteria ("Criteria").

(a) Individual performance shall be the majority factor in making the decision, and shall consist of, but is not limited to, all of the following:

- 1. Evidence of student growth. Prior to July 1, 2024, 40% of the annual year-end evaluation shall be based on student growth and assessment data. Beginning on July 1, 2024, twenty percent (20%) of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics as defined by MCL 380.1249(6)(a).

2. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.

3. The teacher's management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, and ability to withstand the strain of teaching.

4. The teacher's attendance and disciplinary record, if any.

(b) Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.

(c) Relevant special training. This factor shall be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.

(7) Beginning in 2023-2024, Student Growth Assessment Data shall be weighted as a factor of the Year-End Evaluation according to the following percentages:

(a) 2023-2024 – 40%,

(b) 2024-2025 – 20% , and

(c) Each subsequent school-year – 20% or subject to law.

(8) In addition to the Criteria measuring effectiveness, the Year-End Evaluation for a probationary teacher shall include an assessment of the teacher's progress in meeting the goals of his or her individualized development plan ("IDP").

(9) In addition to the Criteria measuring effectiveness, the Year-End Evaluation for a tenure teacher

on an IDP will be based on multiple classroom observations (observations must be at least 15 minutes in duration and one observation may be unscheduled) and shall include an assessment of the teacher's progress in meeting the goals of his or her IDP.

(10) Teacher evaluations prepared by the Evaluator(s) shall not be limited to the observations of the classroom visitations/observations, but may also include all aspects of the teacher as a professional staff member. Any observation of a teacher that is used in an evaluation shall be documented and provided to the teacher at the final conference.

(11) Lesson plans communicating objective(s), connection to standard(s) and other aspects of any lesson prior to being observed or following an observation, if requested, must be submitted to the Evaluator(s) within one day of the request.

(12) The observation shall include a review of the teacher's lesson plan, the state curriculum standard being used in the lesson, and pupil engagement in the lesson. Beginning July 1, 2024, these items must be discussed during a post-observation meeting between the school administrator conducting the observation and the teacher, which should occur before the administrator provides written feedback of the observation.

Administrator will provide feedback after the observations within thirty (30) days of the observation and should provide preliminary suggestions for improvement. Beginning July 1, 2024, feedback must be provided in writing within thirty (30) calendar days and should provide preliminary suggestions for improvement.

(13) The District will provide a mid-year progress report for every teacher who is in the first year of probation or has received a rating of minimally effective or ineffective, or, after July 1, 2024, needing support or developing on the most recent year-end evaluation. This mid-year progress report shall supplement and not replace the annual year-end evaluation. The mid-year report shall:

- (a) prior to July 1, 2024, be based, at least in part, on student achievement;
- (b) be aligned with the teacher's individualized development plan;

(c) include specific performance goals and any recommended training for the remainder of the school year, as well as written improvement plan developed in consultation with the teacher that incorporates the goals and training.

(14) A mentor or coach shall be assigned to each teacher required to receive midyear progress reports.

(15) Any probationary teacher and any tenure teacher who receives an evaluation rating of minimally effective, ineffective, needing support, or developing on their Year-End Evaluation and who the District wishes to retain shall be provided with an IDP developed by the Evaluator(s) with a specific focus. The IDP will include a purpose, and a set of goals that will assist in improving effectiveness for the next school year. The purpose will include the specific rationale for implementation, including statements of concern. The goals will list a detailed plan for the teacher, as well as, support given by the administrator. An IDP resulting from an "Ineffective" or "Minimally Effective" (or Needing Support after July 1, 2024) Year-End Evaluation rating shall require that the teacher make progress towards the individual development goals of the IDP within a specific time period, as set by the evaluator(s). In no event shall the IDP as provided hereunder, exceed 180 days. Nothing contained herein shall preclude the District or evaluator(s) from placing a teacher on an IDP at any time that an issue or concern regarding the performance of a teacher occurs.

(16) Before July 1, 2024, a tenured teacher who receives a Year-End Evaluation of Ineffective may, within twenty (20) days of receiving the ineffective rating, request in writing a review of the evaluation rating by the Superintendent. The Superintendent shall review the evaluation and may within his or her sole discretion make any modification based on that review. A review under this section may not be requested more than twice in a three (3) school-year period.

After July 1, 2024, if a teacher is rated as needing support, the teacher must be provided with the options related to review of the evaluation, including a written response, the ability to request mediation, and when appropriate, utilization of the grievance process or binding arbitration as set out in MCL 380.1248.

(17) A teacher rated who is rated as highly effective (before July 1, 2024) or effective (after July 1, 2024) on his or her 3 most recent consecutive year-end evaluations may receive a year-end evaluation biennially or triennially. A tenured teacher who is not rated highly effective (before July 1, 2024) or effective (after July 1, 2024) shall return to year-end evaluations.

(18) As of July 1, 2024, the following apply: Evaluations and feedback concerning the evaluation must be provided in writing to the teacher; if a written evaluation is not provided, the teacher is deemed effective; if required by circumstances described in MCL 380.1249, a teacher must be designated as unevaluated; and if a teacher receives an unevaluated designation, the teacher's rating from the immediately prior school year must be used.

(19) The District shall not assign a student to be taught in the same subject area for two (2) consecutive years by a teacher who has been rated as ineffective or, after July 1, 2024, as needing support on the teacher's two (2) most recent annual year-end evaluations. If the District is unable to comply with this and plans to assign a student to be taught in the same subject area for two (2) consecutive years by a teacher who has been rated as ineffective or, after July 1, 2024, as needing support on the teacher's two (2) most recent annual year-end evaluations, the Board will notify the student's parent or legal guardian in writing not later than July 15 immediately preceding the beginning of the school year for which the student is assigned to the teacher, that the District is unable to comply and that the student has been assigned to be taught in the same subject area for a second consecutive year by a teacher who has been rated as ineffective or, as of July 1, 2024, as needing support on the teacher's his/her two (2) most recent annual year-end evaluations. The notification shall include an explanation of why the Board is unable to comply. After July 1, 2024, if a teacher requests a review of the teacher's evaluation under the amendments to the statute, the Board must not issue the notification until the review process is complete.

## **SECTION 18 - PROTECTION OF TEACHERS**

- A. The learning process depends, in large measure, on the development of a well-regulated building environment in which teachers can teach and students can learn. This learning environment includes everything required by Section 5 (Teaching Conditions) of this Agreement. To this end, the formulation and revision of the school discipline policy must be a joint responsibility of the Board and the Association. If an assault occurs against the teacher, the Board will advise the teacher about the teacher's rights under the law, Board policy, and administrative regulations.
- B. In situations where the official discipline policies, in the opinion of the teacher(s) involved, are not effective or being implemented for students who are having serious behavior problems, the teacher(s) may seek assistance from the Superintendent or designee and shall notify the principal in writing of such action. If the situation is not resolved by this process, the teacher retains the right to use the grievance procedure as outlined in this Agreement.
- C. Any case of physical or verbal assault upon a teacher shall be promptly reported to the Board or its designated representative. For any such assault which occurs during the performance of official duties, and within the scope of official District policy, the Board upon written request from the affected teacher, will provide legal counsel to advise the teacher of the teacher's rights and obligations as to such assault and shall provide all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

- D. If any teacher is sued by reason of any action or inaction taken by a teacher, whose conduct is within the scope of official District policy, the Board upon written request from the affected teacher, will provide legal counsel and render all reasonable assistance to the teacher in the teacher's defense.
- E. Time lost by a teacher in connection with any incident mentioned in this Section shall not be charged against the teacher.
- F. The Board will reimburse teachers, in an amount not to exceed \$250.00 for proven loss, or damage, or destruction, while on school or a school-related duty, of a teacher's personal property, if the property is of a kind normally worn or brought into the school building or is used for school related duty, providing the loss has not been caused by the negligence of the teacher. This obligation shall not encompass wear, tear, or gradual deterioration of property, or loss of money in excess of \$100.00. Neither shall it extend to any loss or damage of the motor vehicle of a teacher, in excess of \$100.00. Articles of personal property left unattended in a vehicle parked on school premises shall be included in this obligation, provided the loss is the result of a forcible entry of a securely locked vehicle or compartment, and provided reasonable proof of loss can be provided. This obligation shall extend only to that portion of any such loss which is not covered by insurance taken out by the teacher, and will be payable only after the teacher has first exhausted all possibility of collecting for such loss under the teacher's insurance, if any.
- G. If a teacher is injured in the line of duty, financial assistance for medical care shall be provided under the Michigan Worker's Compensation Act. The teacher should notify the teacher's immediate supervisor or building principal by filing an accident report as soon as possible after the occurrence of the accident or injury.
- H. The decision relating to the operation of the schools during severe inclement weather or under adverse conditions resulting from an act of God, or during a labor dispute with employees outside of the bargaining unit, rests with the Board. Due consideration will be given to the health, safety, and welfare of those involved. No teacher shall be required to report for work when school has been officially closed for such reasons, by decision of the Board of Education. Notice of closing and re-opening of school will be provided to local television/radio media outlets. The President of the MEA-NEA Local 1, Mount Clemens, will be notified of any school closing and re-opening by personal telephone contact before 6:00 a.m.
- I. If any day of school closing due to unforeseen conditions may not lawfully be counted to arrive at the annual instructional minimum required by law and/or to qualify the District for full state school aid, the Association and the Board shall immediately negotiate the rescheduling of the instructional day(s) lost. Teachers shall not receive any additional compensation for the rescheduled day(s) and that the rescheduled instructional day(s) must occur before June 30.

#### **SECTION 19 - GRIEVANCE PROCEDURE**

- A. Any claim by the Association, teacher, or group of teachers, that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through these procedures set forth in this Section.
- B. The primary purpose of the grievance procedure is to secure at the earliest level possible, equitable solutions to complaints or grievances of teachers or groups of teachers.



- C. For purposes of time limits contained in this Section, a school day referred to below is defined as a teacher work day during the school calendar year and as a regularly-scheduled central office work day during the months of June, July, and August.
1. The time limits specified in this procedure may be extended in any specific instance by mutual written agreement.
  2. Failure of the Board to report any decision within the specific time limit at any step of the grievance procedure shall automatically move the grievance to the next step in the grievance procedure.
  3. Failure of the Association to process the grievance within the specific time limit at any step in the grievance procedure will result in the grievance being withdrawn.
- D. The procedure for the consideration of grievances shall be as follows:

#### Level One

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

#### Level Two

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

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

#### Level Three

If the aggrieved person decides to appeal the decision of the immediate supervisor or principal, that person shall forward the grievance to the Association within seven (7) school days. The Association, within seven (7) school days, will determine whether to pursue the grievance. Notification of the Association's decision shall be forwarded on the approved form to the Superintendent and the aggrieved person. Should the Association decide not to pursue the grievance, the aggrieved person shall have the right to proceed, on the person's own behalf, through Level Three only, of the outlined grievance procedure. A grievance brought against an action by the Superintendent shall be initiated at

this level.

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

#### Level Four

If the Superintendent or Designee and the Association are unable to resolve any grievance, and such grievance involves an alleged violation or misinterpretation of a specific section of the Agreement, the grievance may be appealed to arbitration within twenty (20) school days after the decision of the Superintendent or Designee. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board during this twenty (20) day period, and if not so delivered the grievance shall be abandoned. If the parties are unable to agree upon an Arbitrator, one shall be appointed under the rules of the American Arbitration Association. If procedural questions or issues are not expressly resolved by the Uniform Arbitration Act, the American Arbitration Association labor arbitration rules shall apply. The Arbitrator will confer with the parties and hold hearings promptly and will issue a decision not later than twenty (20) days from the date or close of the hearing.

The Arbitrator's decision shall be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.

1. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation, or misapplication of a specific section of this Agreement has occurred and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan School Laws, the Constitutions of the United States and the State of Michigan, and all other applicable state and federal laws.
2. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until the arbitrator has first made a ruling on the arbitrability issue. By stipulation of the parties, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that there is no jurisdiction to rule, the matter shall be dismissed without decision on the merits.
3. At arbitration, the grievant may not raise new grounds not previously raised in the grievance process.
4. The Arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under the law and this Agreement or to require any retroactive adjustment in compensation for more than fifteen (15) days before the date the grievance was filed. Further, the Arbitrator shall deduct from any retroactive compensation award any mitigation amount.
5. The decision of the Arbitrator, if lawful and within the scope of authority as above set forth shall be final and binding.

6. The costs of the Arbitrator shall be shared equally by the parties; however, each party shall bear its own expense.
  7. The Arbitrator shall have no authority to order retroactive back-pay beyond the fifteen (15) days from the date the grievance was filed and shall deduct from such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.
  8. If any professional staff employee for whom a grievance is sustained is found to have been unjustly discharged, that employee shall be reinstated with full reimbursement of all professional compensation lost for more than fifteen (15) days from the date the grievance was filed.
  9. The arbitration proceedings will be conducted pursuant to the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
  10. Notwithstanding any other provision in this Agreement, the District shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The District, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.
- E. If a teacher is required to participate in a professional grievance procedure during the normal hours of service as defined in Section 6 of this Agreement, the teacher will not suffer loss of pay or time.
- F. Nothing contained in this Agreement shall be construed to prevent an individual from pursuing a grievance and having a grievance adjusted through Levels Three and Four without intervention of the Association, provided the adjustment is not inconsistent with this Agreement, and the Association is provided with a written explanation of the terms of the adjustment.

## **SECTION 20 - NEGOTIATION PROCEDURE**

- A. All changes in this Agreement shall be made only through the mutual consent of the Board and the Association in a written and signed amendment to this Agreement.
- B. Neither party shall control the selection of the bargaining representatives of the other party. Each party may select its representatives from within or outside of the District. While no final agreement reached between the parties may be executed without ratification by the Board and the Association, the parties mutually pledge that representatives selected by each shall be clothed with all necessary authority to make proposals, consider proposals, and make concessions in the cause of negotiations, subject only to the ratification process.
- C. If the parties fail to reach an agreement in any negotiations, either party may invoke the assistance of the Michigan Employment Relations Commission or take any other lawful measures which may be considered appropriate.
- D. All negotiations on behalf of the Association shall be held outside of the normal hours of service for teachers, as defined in Section 6 of this Agreement unless otherwise agreed by both parties.

## **SECTION 21 - SENIORITY AND QUALIFICATIONS**

- A. Length of service is defined as the total full time equated active service to the District. Time spent on leave or lay-off will not count toward the total years of active service to the District. Employees on uniformed services leave, and employees required to provide services during a declared national emergency with Board approval, will continue to accrue seniority. Any teacher who terminates or is terminated loses seniority unless the teacher is reinstated.
- B. The Superintendent or designee shall provide the Association President with the following information no later than April 15:
  - 1. A seniority list (by rank order)
  - 2. A list of all bargaining unit employees, including date of hire, certification, credentials, endorsements, and majors and minors, in that order, depending on AS400 programming capabilities. This list will be updated annually and sent to the Association
- C. Qualified teachers shall be defined as follows:
  - 1. Teachers who have earned a provisional, permanent, standard, professional, or advanced professional certification in the required subject area, and who have:
    - a. Complied with all certification and continuing education requirements as promulgated by the Michigan Department of Education.
    - b. Completed ten (10) semester hours of college credit, or equivalent SCECHs (subject to Administrative pre-approval), in a given subject area, or have taught in the subject area on a regular basis within the last five (5) years preceding the termination. This section applies to those individuals employed before August 31, 1990.
  - 2. Teachers who are not prohibited by law to fulfill the duties of the position.

## **SECTION 22- STAFFING-PROCEDURES FOR PROFESSIONAL STAFF EMPLOYEES**

- ~~A. In cases requiring a reduction of the professional staff employee work force due to declining student enrollment within the District (secondary or elementary level) or budgetary necessity, or when a professional staff employee returns from an involuntary leave, the following factors will be used:~~
  - ~~1. The professional staff employee with the most District-wide seniority shall be retained, provided that s/he is fully credentialed and qualified as defined in this Agreement.~~
  - ~~2. Whenever necessary to protect the most senior professional staff employee who has not been placed on layoff status, involuntary transfers and assignments will be made based on credentials and qualifications.~~

**A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:**

**1. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.**

**2. If a reduction is still necessary, layoffs will be determined by the following criteria in order of importance;**

**(1) proper certification,**

**(2) prior years evaluation rubric score (higher score is better), provided that all staff has a completed, written evaluation by June 1.**

**(3) number of documented discipline (less is better) in the current school year which has been reduced to writing and included in the personnel file,**

**(4) number of absences from previous school year (less is better) over and above the amount contractually provided and /or protected by state or federal law, and**

**(5) seniority will be the tie breaker when determining layoffs.**

**3. No person employed by the District, who has achieved tenure status outside of the bargaining unit, may displace a professional staff employee within the bargaining unit.**

**B. When involuntary transfers are necessary to retain the most senior professional staff employee(s) who have not been placed on layoff status, the administration shall transfer professional staff employee(s). Such involuntary transfer shall not be grievable if implemented in accordance with Section 8.C.3.g.(1) of this Agreement.**

**C. The Superintendent may meet with the Association to explain and discuss the proposed reduction of professional staff employees.**

**D. Professional staff employees identified for layoff for the following school year shall be given at least sixty (60) days' written notice before the end of the current school year except in a financial emergency or when a professional staff employee returns from an involuntary leave. When layoffs are made because of a financial emergency, or when a professional staff employee returns from an involuntary leave, the professional staff employees to be laid off shall be given at least sixty (60) days' written notice before the effective date of layoff. At the time a professional staff employee is notified of the lay-off, the Board shall advise the employee of the recall procedures.**

**Notice to the professional staff employee subject to layoff will be made via certified U.S. mail, or by an administrator in a private setting. There will be no "drop in" notice.**

- E. The number of professional staff employees laid off shall approximate the projected number of positions to be eliminated.
- F. The Superintendent may advise the Association of all plans to reinstate professional staff positions and of the time professional staff employees will be recalled.
- G.
  - 1. Laid-off professional staff employees shall be recalled to the first vacancy for which they are credentialed and qualified according to their seniority ranking.
  - 2. A laid-off professional staff employee shall be considered laid off until that person is reinstated by Board action, refuses an offer from the Board of a position for which that person is qualified and credentialed, or fails to respond in writing within ten (10) days of the receipt of a written offer to a position made by the Board.
  - 3. A laid-off professional staff employee shall be entitled to reject a part-time position without loss of recall rights.
  - 4. Notice of intent to recall shall be made in writing to the professional staff employee with a copy to the Association. The notice shall be sent by certified mail, return receipt requested, to the professional staff employee's last known address.
  - 5. Laid-off professional staff employees unable to return upon recall due to medical reasons as determined by a physician mutually agreed on by the teacher and the Board will be recalled upon the availability of a position for which they are certified and qualified and medical verification of their ability to return to work.
  - 6. If no professional staff employee opts for an open position, forced transfer of employed professional staff employee(s) to the position will occur to permit the recall of a laid off professional staff employee. A forced transfer will be done in such manner that the least senior professional staff employee who is credentialed and qualified will be reassigned to facilitate the return of the senior certified and qualified non-teaching professional staff employee on the recall list.
- H. As a result of termination occurring at the end of the school year, as outlined in this section, the professional staff employee shall be provided full insurance benefits to the end of the contract year. All benefits shall be reinstated in full as soon as possible after re-employment.

### **SECTION 23 - MISCELLANEOUS PROVISIONS**

- A. No polygraph or lie detector device shall be used in any investigation of any teacher. Unless otherwise prohibited by law, a teacher will have an opportunity to view any video, photograph, or digital recording (collectively, electronic evidence) related to an investigation of that teacher. If authenticity concerns arise, a copy of the electronic evidence will be provided to the teacher, unless otherwise prohibited by law.
- B. The Association shall address ethical problems arising under the NEA Code of Ethics of the Education

Profession found in Article XII of the MEA Constitution in accordance with the terms thereof. The Board recognizes that the NEA Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

- C. A digital version of this Agreement shall be prepared by the Board. Current employees shall be provided a digital copy of the Agreement within thirty (30) days after ratification by the Board. The District will provide the Association President with software to access the digital copy of the Agreement in a searchable format.
- D. The school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
- E. Teachers who have been accepted for a summer institute may, at the discretion of the Superintendent and based on the benefits to the District, be excused from the last week of school without loss of benefits.
- F. Should the calendar and/or clock hour schedule fail to meet the requirement(s) for full state aid entitlement, the Board representatives and the Association shall revise the calendar and/or clock hour schedule.
- G. If the Board authorizes the development or revision of Board policy addressing communicable diseases, the Board will provide the Association, before adoption or implementation, notice and opportunity to bargain on said policies to the extent that they impact terms and conditions of employment of bargaining unit employees.
- H. The Board will not apply for any public school academy contract with another body authorized to grant such request.
- I. Teachers assigned to the extended day/extended year program, shall receive a 16% pay differential. No person shall be involuntarily transferred from the extended year/day program unless required due to declined enrollment, or to maximize employment.
- J. An emergency manager appointed under the Local Financial Stability and Choice Act, PA 436 of 2012, has the authority to reject, modify, or terminate the Agreement as provided in this Act.

#### **SECTION 24 - DURATION**

- A. This Agreement and all its provisions shall become effective July 1, 2023, and shall remain in effect through June 30, 2026. The Agreement will be re-opened for bargaining wages for the 2024-2025 and 2025-2026 school years
- B. No later than January 15, 2024, representatives of the Board and the Association will meet to bargain a re-opener for:
  - Value of the step advancement (e.g., 0% to 100%);

- Any additional payment to those teachers at the top of the salary schedule who are not eligible for step advancement;
- Effective date of any agreed-upon increases outlined above and whether the increase is on or off schedule; and

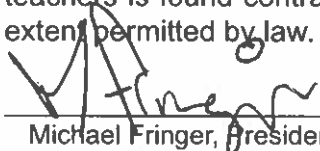
The parties acknowledge the following parameters to this wage re-opener:

Because the collective bargaining agreement has not expired, PERA Section 15b does not apply and does prohibit retroactive application to the beginning of the 2023-2024 school year.

- The "floor" of the wage bargaining is status quo for the beginning of the 2023-2024 school year as to step advancement value, step restoration, and payment to top step teachers. Concessions are not subject to the wage re-opener.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

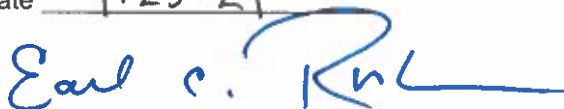


- D. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers is found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law.



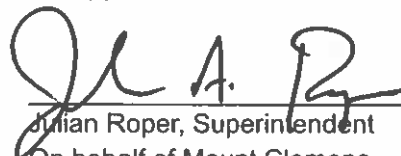
Michael Fringer, President  
On behalf of Mount Clemens Education  
Association

Date 9.25.24



Earl Rickman III, Board President  
On behalf of Mount Clemens Community Schools

Date 9-25-24



Julian Roper, Superintendent  
On behalf of Mount Clemens  
Community Schools

Date 9-25-24

## **APPENDIX A - School Calendars**

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

The first Tuesdays of each month (September - May) are designated for one (1) hour staff building meetings. A change to the first Tuesday schedule require approval from the Association President.

## 2023-2024 School Year

8/28/2023	New Teacher Orientation
8/29/2023	Bldg. Mtg./PD
8/30/2023	Union Mtg./PD Kagan
9/1/2023-9/4/2023	No School - Labor Day Holiday
9/5/2023	1st Day of School 1/2 day PK-12
9/13/2023	PLC/Delayed Start
9/27/2023	PLC/Delayed Start
10/11/2023	PLC/Delayed Start
10/12/2023	1/2 day PK-12 PTC Conference
10/13/2023	1/2 day PK-5 PTC Conference/6-12 PD
10/20/2023-10/23/2023	NO SCHOOL - FALL BREAK
10/25/2023	PLC/Delayed Start
11/3/2023	End of Q1 - 1/2 day Records Day
11/7/2023	NO SCHOOL PD - Alice Training
11/15/2023	PLC/Delayed Start
11/17/2023	ECSE FRIDAY
11/22/2023-11/24/2023	NO SCHOOL - THANKSGIVING BREAK
11/29/2023	PLC/Delayed Start
12/13/2023	PLC/Delayed Start
12/15/2023	ECSE FRIDAY
12/25/2023-1/5/2024	NO SCHOOL - HOLIDAY BREAK
1/10/2024	PLC/Delayed Start
1/12/2024	NO SCHOOL PD - Kagan
1/15/2024	NO SCHOOL - MLK DAY (DISTRICT CLOSED)
1/25/2024	1/2 day 6-12 Exams AM/Records PM; PK-5 PD PM
1/26/2024	1/2 day 6-12 Exams AM, PK-12- Records PM
1/31/2024	PLC/Delayed Start
2/16/2024	NO SCHOOL MID-WINTER BREAK
2/19/2024	NO SCHOOL - PRESIDENTS DAY
2/20/2024	NO SCHOOL PD - Kagan
2/23/2024	ECSE FRIDAY
2/28/2024	PLC/Delayed Start
3/7/2024	1/2 day PK-12 PTC Conferences
3/8/2024	1/2 day PK-12 PTC Conferences
3/13/2024	PLC/Delayed Start
3/15/2024	ECSE FRIDAY
3/25/2024-3/29/2024	NO SCHOOL SPRING BREAK
4/5/2024	End of Q3 - 1/2 day Records Day
4/17/2024	PLC/Delayed Start
5/1/2024	PLC/Delayed Start
5/15/2024	PLC/Delayed Start

5/24/2024	1/2 Day - Memorial Day - Tchr Comp
5/27/2024	No School - Memorial Day
6/5/2024	PLC/Delayed Start
6/11/2024	1/2 day 6-12 Exams AM, PK-12- Records PM
6/12/2024	1/2 day 6-12 Exams AM, PK-12- Records PM

### 2023-2024 School Year District Calendar

	Teacher Days	Student Days
<b>First Marking Period: September 5 - November 3</b>		
August	2	2
September	19	19
October	20	20
November	3	3
<b>First Marking Period Totals</b>	<b>44</b>	<b>44</b>
<b>Second Marking Period: November 6 - January 26</b>		
November	16	16
December	16	16
January	14	14
<b>Second Marking Period Totals</b>	<b>46</b>	<b>46</b>
<b>Third Marking Period: January 29 - April 5</b>		
January	3	3
February	19	19
March	16	16
April	5	5
<b>Third Marking Period Totals</b>	<b>43</b>	<b>43</b>
<b>Fourth Marking Period: April 8 - June 12</b>		
April	17	17
May	22	22
June	8	8
<b>Fourth Marking Period Totals</b>	<b>47</b>	<b>47</b>
<b>YEARLY TOTAL</b>	<b>180</b>	<b>180</b>

## 2024-2025 School Year

8/26/2024	New Teacher Orientation
8/27/2024	Bldg. Mtg./PD
8/28/2024	Union Mtg./PD Kagan
8/30/2024-9/2/2024	No School - Labor Day Holiday
9/3/2024	1st Day of School 1/2 day PK-12
9/11/2024	PLC/Delayed Start
9/25/2024	PLC/Delayed Start
10/9/2024	PLC/Delayed Start
10/10/2024	1/2 day PK-12 PTC Conference
10/11/2024	1/2 day PK-5 PTC Conference/6-12 PD
10/18/2024	NO SCHOOL - FALL BREAK
10/23/2024	PLC/Delayed Start
11/1/2024	End of Q1 - 1/2 day Records Day
11/5/2024	NO SCHOOL PD
11/6/2024	PLC/Delayed Start
11/20/2024	PLC/Delayed Start
11/22/2024	ECSE FRIDAY
11/27/2024-11/29/2024	NO SCHOOL - THANKSGIVING BREAK
12/11/2024	PLC/Delayed Start
12/13/2024	ECSE FRIDAY
12/23/2024-1/3/2025	NO SCHOOL - HOLIDAY BREAK
1/8/2025	PLC/Delayed Start
1/17/2025	NO SCHOOL PD
1/20/2025	NO SCHOOL - MLK DAY (DISTRICT CLOSED)
1/23/2025	1/2 day 6-12 Exams AM/Records PM; PK-5 PD PM
1/24/2025	1/2 day 6-12 Exams AM, PK-12- Records PM
1/29/2025	PLC/Delayed Start
2/14/2025	NO SCHOOL MID-WINTER BREAK
2/17/2025	NO SCHOOL - PRESIDENTS DAY
2/18/2025	NO SCHOOL PD
2/21/2025	ECSE FRIDAY
2/26/2025	PLC/Delayed Start
3/6/2025	1/2 day PK-12 PTC Conferences
3/7/2025	1/2 day PK-12 PTC Conferences
3/12/2025	PLC/Delayed Start
3/14/2025	ECSE FRIDAY
3/24/2025-3/28/2025	NO SCHOOL SPRING BREAK
4/4/2025	End of Q3 - 1/2 day Records Day
4/16/2025	PLC/Delayed Start
4/18/2025	NO SCHOOL - GOOD FRIDAY
4/30/2025	PLC/Delayed Start

5/14/2025	PLC/Delayed Start
5/23/2025	1/2 Day - Memorial Day - Tchr Comp
5/26/2025	No School - Memorial Day
6/4/2025	PLC/Delayed Start
6/10/2025	1/2 day 6-12 Exams AM, PK-12- Records PM
6/11/2025	1/2 day 6-12 Exams AM, PK-12- Records PM

## 2024-2025 School Year District Calendar

	Teacher Days	Student Days
<b>First Marking Period: September 3 - November 1</b>		
August	2	2
September	20	20
October	22	22
November	1	1
<b>First Marking Period Totals</b>	<b>45</b>	<b>45</b>
<b>Second Marking Period: November 4 - January 24</b>		
November	17	17
December	15	15
January	14	14
<b>Second Marking Period Totals</b>	<b>46</b>	<b>46</b>
<b>Third Marking Period: January 27 - April 4</b>		
January	5	5
February	18	18
March	16	16
April	4	4
<b>Third Marking Period Totals</b>	<b>43</b>	<b>43</b>
<b>Fourth Marking Period: April 7 - June 11</b>		
April	17	17
May	21	21
June	8	8
<b>Fourth Marking Period Totals</b>	<b>46</b>	<b>46</b>
<b>YEARLY TOTAL</b>	<b>180</b>	<b>180</b>



## 2025-2026 School Year

8/25/2025	New Teacher Orientation
8/26/2025	Bldg. Mtg./PD
8/27/2025	Union Mtg./PD Kagan
8/29/2025-9/1/2025	No School - Labor Day Holiday
9/2/2025	1st Day of School 1/2 day PK-12
9/10/2025	PLC/Delayed Start
9/24/2025	PLC/Delayed Start
10/8/2025	PLC/Delayed Start
10/9/2025	1/2 day PK-12 PTC Conference
10/10/2025	1/2 day PK-5 PTC Conference/6-12 PD
10/17/2025	NO SCHOOL - FALL BREAK
10/22/2025	PLC/Delayed Start
10/31/2025	End of Q1 - 1/2 day Records Day
11/4/2025	NO SCHOOL PD
11/5/2025	PLC/Delayed Start
11/19/2025	PLC/Delayed Start
11/21/2025	ECSE FRIDAY
11/26/2025-11/28/2025	NO SCHOOL - THANKSGIVING BREAK
12/10/2025	PLC/Delayed Start
12/12/2025	ECSE FRIDAY
12/22/2025-1/2/2026	NO SCHOOL - HOLIDAY BREAK
1/7/2025	PLC/Delayed Start
1/16/2026	NO SCHOOL PD
1/19/2026	NO SCHOOL - MLK DAY (DISTRICT CLOSED)
1/22/2026	1/2 day 6-12 Exams AM/Records PM; PK-5 PD PM
1/23/2026	1/2 day 6-12 Exams AM, PK-12- Records PM
1/28/2026	PLC/Delayed Start
2/13/2026	NO SCHOOL MID-WINTER BREAK
2/16/2026	NO SCHOOL - PRESIDENTS DAY
2/17/2026	NO SCHOOL PD
2/20/2026	ECSE FRIDAY
2/25/2026	PLC/Delayed Start
3/5/2026	1/2 day PK-12 PTC Conferences
3/6/2026	1/2 day PK-12 PTC Conferences
3/11/2026	PLC/Delayed Start
3/13/2026	ECSE FRIDAY
3/23/2026-3/27/2026	NO SCHOOL SPRING BREAK
4/2/2026	End of Q3 - 1/2 day Records Day
4/3/2026	NO SCHOOL - GOOD FRIDAY
4/15/2026	PLC/Delayed Start

4/29/2026	PLC/Delayed Start
5/13/2026	PLC/Delayed Start
5/22/2026	1/2 Day - Memorial Day - Tchr Comp
5/25/2026	No School - Memorial Day
6/3/2026	PLC/Delayed Start
6/9/2026	1/2 day 6-12 Exams AM, PK-12- Records PM
6/10/2026	1/2 day 6-12 Exams AM, PK-12- Records PM

### 2025-2026 School Year District Calendar

	Teacher Days	Student Days
<b>First Marking Period: September 2 - October 31</b>		
August	2	2
September	21	21
October	22	22
<b>First Marking Period Totals</b>	<b>45</b>	<b>45</b>
<b>Second Marking Period: November 3 - January 23</b>		
November	17	17
December	15	15
January	14	14
<b>Second Marking Period Totals</b>	<b>46</b>	<b>46</b>
<b>Third Marking Period: January 26 - April 3</b>		
January	5	5
February	18	18
March	17	17
April	2	2
<b>Third Marking Period Totals</b>	<b>42</b>	<b>42</b>
<b>Fourth Marking Period: April 6 - June 10</b>		
April	19	19
May	20	20
June	8	8
<b>Fourth Marking Period Totals</b>	<b>47</b>	<b>47</b>
<b>YEARLY TOTAL</b>	<b>180</b>	<b>180</b>

## APPENDIX B

### SCHEDULE B-1:

#### ADDITIONAL COMPENSATION FOR EXTRA DUTIES

When teachers agree to share an extra duty assignment, they will receive a pro-rata share of the compensation identified for that assignment.

Position	Amount
Acting Principal Elementary	1,750
Blood Borne Pathogens Coordinator	300
Business Professionals of America	2,000
Building Test Coordinator	
1 per elementary	1,200
1 per secondary	1,299
Chaperone	10 per event
Class Sponsor:	
Senior	1,500
Junior	1,250
Sophomore	650
Freshman	650
Courtyard Club (HS)	300
Core Content Leaders	
Math	1,500
English	1,500
Science	1,500

Social Studies Elective/Specials	1,500 1,000
Fall Play Director	1,500
Spring Musical Director	1,800
Vocal Coach	1,300
Pit Conductor	800
Elementary Bus Duty Coordinator	1,650
Fine Arts Coordinator	Per hour see Section 12.C.1.a
Mentor	720 per teacher
Music Secondary Assistant Director of Bands Marching Band Director Assistant Marching Band Director H.S. Jazz Band M.S. Jazz Band Vocal Director - High School & Middle School	2,160 2,160 720 720 720 900
National Honor Society National Junior Honor Society	1,000 500
Newspaper Sponsor Elementary MS HS	900 900 3,000
Planetarium Director	1,000 + \$250 per event not to exceed \$2000
Quiz Bowl	1,200
S.A.D.D.	900
School Improvement Team Chairperson*	1,100
School Improvement Team Member	720 per person
Science Olympiad: Elementary MS HS	900 1,100 1,100

Student Assembly	Secondary 2,500 Split between 2 people
Student Council	Elem 1,350 MS 1,350 Add HS 1,350
Yearbook Sponsor**	HS 1,400
After school art show	500 (1 per year)
After school music show	250 (1 per semester)
Talent Show Coordinator Elementary Secondary	300 300
SIS	2,000
Credit Recovery	2,850

\* No individual teacher shall simultaneously be compensated as a member of the SIT and the Chairperson.

\*\* No individual teacher shall be compensated as yearbook sponsor if yearbook is offered as a class

Mileage paid at IRS rate

## **ATHLETICS**

Each coach will be provided with an Athletic Handbook as adopted by the Board. Coaching positions that have been posted for four (4) consecutive years and not filled by a bargaining unit employee will only have to be posted at the discretion of the Board or if the position is vacated by the current coach.

### **Fall Sports Season**

#### **Boys Football**

Head Varsity	5,000
Assistant Varsity	3,500 x 2
Junior Varsity	2,800
Freshman	2,000

#### **Girls Volleyball**

Head Varsity	4,800
Junior Varsity/Assistant Varsity	3,200
Freshman	2,000
Middle School	2,800

#### **Cross Country**

Head Varsity	3,600
Assistant Varsity	2,400

**Boys Tennis**

Head Varsity	3,600
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Assistant Varsity	2,400
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**Girls Swimming**

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

Head Varsity	3,600
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Assistant Varsity	2,400
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Middle School	2,400
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**Cheerleading (Football sideline)**

Coach	3,000
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Assistant Coach	1,000
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## **Winter Sports Season**

### **Girls Basketball**

Head Varsity	4,800
Junior Varsity/Assistant Varsity	3,200
Freshman	2,000
Middle School	2,800

### **Boys Basketball**

Head Varsity	4,800
Junior Varsity/Assistant Varsity	3,200
Freshman	2,000
Middle School	2,800

### **Wrestling**

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

### **Boys Swimming**

Head Varsity	3,600
Assistant Varsity	2,400

**Cheerleading**

Coach	3,000
Assistant Coach	1,000

**Spring Sports Season****Boys Track**

Head Varsity	4,800
Assistant Varsity	2,800
Middle School	2,400

**Girls Track**

Head Varsity	4,800
Assistant Varsity	2,800
Middle School	2,400

**Girls Tennis**

Head Varsity	3,600
Assistant Varsity	2,400

**Girls Softball**

Head Varsity	3,600
Junior Varsity	2,800

Freshman	2,400
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Middle School	2,000
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**Boys Baseball**

Head Varsity	3,600
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Junior Varsity	2,800
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Freshman	2,400
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**Girls Soccer**

Head Varsity	3,600
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Assistant Varsity	2,400
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**Golf**

Head Varsity	2,800
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**eSports**

1,500\*

\*base of 1,250,  
subs provided at  
\$50 up to 5 times

**SCHEDULE B-2**  
**Continuing Education Reimbursement**

To support employees who are licensed and required to obtain continuing education without District provided professional development, the following professional staff may seek reimbursement of up to \$360 per school year for continuing education: social worker, occupational therapist, physical therapist, speech/language, counselor, psychologist, nurse. This annual amount does not carry over to the next school year.

## **SCHEDULE B3:**

### **COST OF LIVING ADJUSTMENT (C.O.L.A.)**

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

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

#### **EXAMPLE:**

April 1979, Detroit CPI 187.9

April 1980, Detroit CPI 202.8

$202.8 - 187.9 = 14.9$

$14.9 - 187.9 = 7.9\%$

#### **GENERAL**

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

1. Proration - in the event a teacher does not complete the school year or is employed for less than the full school year, the Cost of Living Adjustment shall be prorated based upon a ratio of the number of workdays each teacher worked to the number of regular year days (183) and the extended year days to 184 workdays multiplied by the Cost of Living Adjustment.
2. Consumer Price Index Information - in the event the Bureau of Labor Statistics terminates publication of the monthly Consumer Price Index information required for purposes of this provision or substantially modifies the manner of calculating such information, representatives of the Board and Local I agree to meet for the purpose of negotiating the terms of the Cost of Living Adjustment provision. Also, if receipt by the District of Consumer Price Index information from the Bureau of Labor statistics is delayed for reasons beyond the control of the District, payment of the Cost of Living Adjustment shall be made as soon as possible following the receipt of such information.
3. The COLA adjustment shall be applied to all salary lanes, longevity payments, long-term disability payments (in the year in which the payments commence), short-term disability payments, and all payments made pursuant to Schedules 8-1 and 8-2

#### Schedule B-4: 2023-2024 Salary Schedule

STEP	BA	MA	SPEC	PHD
1	43,279	50,324	53,213	56,489
2	45,396	53,287	56,356	59,812
3	47,619	56,419	59,668	63,340
4	49,942	59,747	63,194	67,082
5	52,388	63,271	66,922	71,052
6	54,961	67,003	70,874	75,355
7	57,655	72,957	76,962	81,731
8	62,136	76,605	80,810	85,818
9	64,621	79,669	84,043	89,250
10	67,106	82,733	87,276	92,682

All returning MCEA staff will receive a bonus of \$1,000.00 if the December 2024-2025 State Aid Financial Status Report defines the District's State Aid Membership at or above 766.92. The 766.92 was the defined State Aid Membership for the 23-24 school year. If the 2024-2025 State Aid Membership is at or above 766.92, payments shall be allocated in \$500 increments payable during the second pay period in January for employees that were employed during the 2023-2024 school year and continued employment through at least December 20, 2024. The second payment of \$500 would be paid the last pay in June to those employed during the 2023-2024 school year and continued employment through June 11, 2025

**APPENDIX C**  
**POSITIONS EXCLUDED FROM BARGAINING UNIT**

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

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

**APPENDIX D-1**

**Letter of Agreement**

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

Due to the financial challenges faced by the District, the parties agree as follows:

1. The Great Start Readiness Program ("GSRP") teaching positions remain bargaining unit work.
2. The Mount Clemens EA will allow Mount Clemens Community Schools to staff the GSRP teaching positions with non-bargaining unit employees unless a current bargaining unit employee with the certification to teach GSRP is laid off during that time.
3. This Agreement expires on June 30, 2026.

\_\_\_\_\_  
Kaylee DiCicco, President  
On behalf of Mount Clemens Education  
Association

\_\_\_\_\_  
Monique Beels, Superintendent  
On behalf of Mount Clemens  
Community Schools

Date \_\_\_\_\_

Date \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

### Between the Mount Clemens Education Association (MCEA) and Mount Clemens Community Schools

**Subject:** Use of SIBME as an Instructional Reflection Tool

This Memorandum of Understanding (MOU) is entered into between the Mount Clemens Education Association (MCEA) and Mount Clemens Community Schools (the District) regarding the use of the SIBME platform as an instructional reflection tool for teachers.

**1. Purpose:**

SIBME will be made available as an optional tool to support instructional reflection and improvement. Teachers have the choice to use SIBME. SIBME may be used in the following contexts:

- Personal professional practice and self-reflection.
- Collaborative work with a mentor or peer.
- As part of the formal evaluation process. *If teachers elect to include SIBME reports/data as a part of their evaluation, this information will only be used for components in Domain 4.*

**2. Review of Usage and Impact:**

The MCEA and District Administration agree to reconvene by May 15, 2025, to review the usage and impact of the SIBME platform. During this meeting, both parties will assess how the platform has contributed to teaching practices and professional development. If the teams do not convene by May 15, 2025 the SIBME contract will not be renewed.

**3. Decision on Renewal and Future Steps:**

Based on the findings of the May 15, 2025 review, the MCEA and District Administration will determine whether to renew the subscription to SIBME. If renewed, the representatives from the MCEA and District Administration will outline next steps for continued implementation and any necessary adjustments.

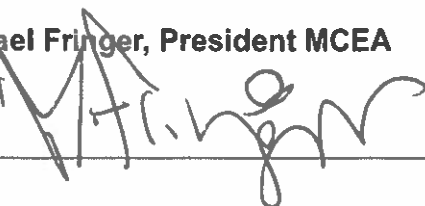
This MOU will remain in effect through June 30, 2025, or until a decision regarding the future use of SIBME has been made.

**Signed,**

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**MCEA Representative, Michael Fringer, President MCEA**

Date: 9.23.2024





**District Administration, David Lavender, Assistant Superintendent of Curriculum and Human Resources**

Date: 9/24/24