

# **Master Agreement**

between the

**Clio Area School District**

and

**Clio Education Association  
Local 10 MEA/NEA**

**2013 – 2014**

**2014 – 2015**

**2015 – 2016**

**2016 – 2017**

**2017 – 2018**

Revised October, 2017

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# AGREEMENT

THIS AGREEMENT entered into this 9th day of September, 2014, by and between the Clio Education Association, Local 10 MEA/NEA, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA" and the Board of Education of Clio Area School District 18 Fractional of Genesee and Saginaw Counties, hereinafter called the "Board." The signatories shall be the sole parties to this Agreement.

## Witnesseth:

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

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

## ARTICLE I Recognition and Agreements

- A. Pursuant to a Michigan Employment Relations Commission sponsored election, the Board hereby recognizes the Association as the sole and exclusive bargaining representative for all state certified personnel whether under contract, on leave, or on layoff, and including the teachers, Clio Community high school teachers, counselors, school psychologists, school nurses, speech pathologists, and social workers, excluding all administrative or supervisory personnel, directors, substitutes and all others.
- B. The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of this Agreement.
- C. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- D. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- E. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- F. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE II Continuity of Operations

The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Board agrees, therefore, that it will not initiate a lockout during the term of this Agreement.

The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown, or stoppage of work, nor engage in any other activity, including but not limited to a boycott or picket, that interferes with the full, faithful, and proper performance of the duties of employment during the term of this Agreement. (Failure or refusal on the part of any teacher to comply with any provisions of this Article shall be cause of whatever disciplinary action is deemed necessary by the Board.)

### **ARTICLE III Deductions**

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

### **ARTICLE IV Association and Teacher Rights**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiation or bargaining and other concerted and lawful activities for mutual aid and protection. As a duly-elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective bargaining with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher the rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may collect the established charge thereof. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 p.m. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, computers, other duplicating equipment, and all other types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use with the permission of the Administration. The Association shall pay for the actual cost of all materials and supplies incidental to such use.
- E. The Association shall have the right to post notices of activities and matters of Association's concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District mail service and teacher mail boxes for Association-identified communications to teachers.
- F. After having received the written request from the President of the Association or his designee, the Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District, and such other information including agenda and minutes of all Board meetings, which may be necessary for the Association to develop intelligent, accurate, informed and constructive programs and to process any grievance.

- G. The Board shall consider any recommendations submitted to it by the Association concerning new construction programs or major revisions of educational policy, prior to their adoption or general publication.
- H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, and marital status.
- I. The Board shall place on the agenda of each regular Board meeting for consideration under "New Business" any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office five (5) calendar days prior to said regular meeting.
- J. Outside the classroom no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Within the limits of the Professional Standards defined in Appendix C, the private and personal life of any teacher is not within the concern or attention of the Board.
- K. A teacher shall at all times be entitled to have present a representative of the Association when he is being investigated for any infraction of rules or delinquency in professional performance.
- L. No teacher shall be disciplined, reprimanded, or reduced in compensation for reasons that are arbitrary and capricious. Any such discipline, reprimand, or reduction in compensation including adverse evaluation shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available, in writing, to the teacher and the Association.
- M. No speech pathologist, counselor, social worker or ancillary certified student service professional not covered by MCL 38.71 - 38.191 shall be disciplined, reprimanded, discharged, or reduced in compensation without just cause. Any such discipline, reprimand, or reduction in compensation including adverse evaluation shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available, in writing, to the teacher and the Association.
- N. Bargaining unit members will be notified if there has been a Freedom of Information Act (FOIA) request for information in the members personnel file. Notification to the bargaining unit member will take place before any information is released.

**ARTICLE V  
Board Rights**

Subject to the provisions of this Agreement, the Board, on its own behalf and on the behalf of the electors of the District, reserves unto itself full rights, authority and discretion in the discharge of its duties and responsibilities to control, supervise and manage the Clio Area Schools and its professional staff under the laws and the Constitution of the State of Michigan and the United States.

**ARTICLE VI  
Teaching Hours (Article does not apply to CCHS staff)**

- A. All full-time teachers shall be on duty a total of seven (7) hours per day and their hours shall be fixed by the principals at the beginning of each year. Principals may grant special release from the above time for attending classes, professional enrichment programs, or other approved functions.
- B. Teachers shall be entitled to a thirty (30) minute duty-free lunch period. Special assignments during inclement weather or emergencies shall be distributed equitably.
- C. All teachers are expected to attend regular staff meetings not to exceed one (1) per week. Most staff meetings normally conclude by the end of the work day. If the principal anticipates that an upcoming staff meeting will go beyond the regular work day he/she will notify the staff at least twenty-four (24) hours before the meeting. This allows staff to make necessary arrangements for babysitters, coaching, or other obligations.

Sometimes, meetings that were not anticipated to go beyond the regular work day do extend over. Those who

can stay to participate are encouraged to do so, but it is understood that some have prior commitments that require them to leave before the meeting is over. However, if the principal provided staff with the 24 hour notice, we expect all staff to stay for up to thirty (30) additional minutes unless prior approval for leaving early was given by a principal.

- D. Classroom teachers shall receive at least forty-five (45) minutes of prep time each day. The 45 minutes will be in one time block and the specific time for prep time will be designated by the Administration. When the Board provides teachers for art, music, and physical education and they are teaching in K-4, the regular classroom teacher is not required to remain in the classroom. (The art, music, and physical education time mentioned above will not be a part of the 45 minutes.)
- E. The teachers recognize the purpose in being on the job prior to the beginning of school and following the final class period is for activities such as pupil control, conferences, or teacher meetings.

## **ARTICLE VII**

### **Teaching Conditions** (Paragraphs B, C, D, E and H do not apply to CCHS staff)

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end. The Board shall attempt to maintain working conditions which shall be conducive to such quality education.
- B. It is recognized by the Board and the Association that the pupil-teacher ratio is an important aspect of an effective school program. The Board will give the Association an opportunity to present its recommendations with regard to pupil-teacher ratio prior each semester/trimester. Therefore, it is agreed that every effort will be made to bring class sizes to an acceptable number as dictated by the financial condition of the school district, the building facilities available, and the best interest of the children. The Board will be particularly mindful of class size at the same grade level in the same building in the elementary schools.
- C. The Board agrees to make available in each school adequate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, current periodicals, art supplies, athletic equipment, standard tests and similar materials which are the tools of the teaching profession. Similar material mentioned above include but are not limited to crayons, paper, paste, glue, chart papers, chalk and board erasers. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board will undertake promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained. Providing these materials is subject to the Board's ability to finance and the supplier's delivery capabilities.
- D. The Board agrees to make available in each school adequate computer and duplicating facilities, and clerical personnel to aid teachers in the preparation of instructional materials with the understanding that the use of such equipment and material and the scheduling of such work shall be subject to the approval of the Board's designated representative.
- E. The Board shall make available in each school lunchroom, workroom, restroom and lavatory facilities primarily for teacher use with the understanding that such facilities shall not be used by students.
- F. Telephone facilities shall be made available to teachers for school-related use in a quiet, private area. No personal long-distance calls shall be charged to school phones.
- G. Off-street, improved parking facilities shall be provided and properly maintained and identified for teacher use.
- H. Teachers shall not be required for duty on days when school is cancelled due to inclement weather.
- I. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are consistent with the provisions of this Agreement.

- J. The Board and the Association recognize that teachers have a responsibility to provide an atmosphere in which students may grow academically and socially. Conducive to a good classroom atmosphere is the appearance and dress of the individual teachers. Teachers are examples and imitated by many of their students with whom they come in contact; and therefore, the dress, grooming habits, and personal appearance of teachers should reflect good taste and the expectation of the Clio school community.
- K. Any field trips worthy of educational value may be allowed within reasonable limits of time, distance and budget.
- L. The Board of Education will give the teaching staff an opportunity to make recommendations relative to curriculum improvement through the Instructional Advisory Council.

## **ARTICLE VIII**

### **Paid Leaves of Absence (Paragraphs A, I and J do not apply to CCHS staff)**

#### **Sick Days**

- A. At the beginning of each school year, each teacher under contract with the District shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher, serious illness in the family, or funerals. Teachers may use sick days for the purpose of child bearing. Proof of illness or disability may be required of the teacher upon written request by the Administration. This may be furnished by a statement from the teacher's doctor, or upon request, by a doctor appointed by the Administration. In the event a teacher is required to see a doctor appointed by the Administration, the Board will pay the cost. The unused portion of such ten (10) days shall accumulate from year to year without limitation.

Teachers shall be informed of a telephone number they may call and at a time assigned by the building principal, before the opening of their unit, to report unavailability for work.

Any bargaining unit member hired after August 16, 1995, and any probationary teacher may use up to thirty (30) sick days each year for family illness other than spouse or children.

Sick leave pay shall be deducted in one (1) hour increments to the nearest whole hour. (For example: If time missed is more than thirty (30) minutes, one (1) hour of sick pay will be deducted; if time is thirty (30) minutes or less, no sick pay will be deducted.)

- B. The Board shall furnish a written statement at the beginning of each school year setting forth the total sick leave accumulation. Sick leave days accumulated in previous years may be used by a teacher, under contract with the District, at the beginning of the school year in September.
- C. No teacher shall be reimbursed for a larger number of sick leave days than the number of days said teacher has taught for the District, and no reimbursement may exceed the number of actual sick leave days accumulated.
- D. A tenure teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted leave of absence without pay for the duration of such illness or disability, up to one (1) year. For probationary teachers, such leave shall be granted for the balance of the school year.
- E. Absence due to injury or illness incurred in the course of the teacher's employment for which benefits are received under the Michigan Workers Compensation Act shall not be charged against the teacher's sick leave days. A teacher may use his/her paid sick days to offset the difference between the daily wage paid by Michigan Workers Compensation and the teacher's regular daily wage. All work related accidents or injuries must be reported to the building principal as soon after the accident or injury as possible. When sick days are used in conjunction with Workers Compensation wages, sick time deduction will be in whole hours.
- F. A leave of absence may be granted a teacher called for jury service or to court by subpoena. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty or court fee paid

by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs such duty on which he otherwise would have been scheduled to work. If the subpoena is for a non-school related issue, the teacher will be charged for a Personal Day.

- G. If in the judgment of the Administration, an unacceptable attendance pattern is developing, the employee involved will be formally notified in writing, with a copy to the Association. The notice may include a requirement of medical verification for future use of sick days.
- H. Teachers who are members of the National Guard or Reserves and who are ordered to active duty shall receive the difference between their regular salary and their military pay for 30 days, and shall receive three (3) months of paid fringe benefits beyond the month in which they are placed on active duty.

### **Personal Days**

- I. Four (4) days of the annual ten (10) day sick leave allowance as provided for in Article X, Section A, may be used as personal days. No more than ten (10) teachers may be off on personal days on the same day. These days may not be used the day before or after a school recess, holiday or vacation period, nor the first or last day of a semester/trimester. No reason need be given when requesting a personal day. Request for personal days must be received at least five (5) days in advance of the date requested, except in the case of an emergency. Personal days may only be taken in half (1/2) day increments or whole day increments.

### **Bereavement**

- J. A teacher is entitled to up to a maximum of five (5) days per death of bereavement leave for deaths of the employee's: spouse, children, mother, father, and grandchildren, and charges as a court-appointed guardian. A teacher is also entitled to three (3) days per death of bereavement leave for deaths of grandparents, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parents, and step-children. These days shall not be deducted from the sick leave allowance. Bereavement days may only be used at the time of death or memorial service.

### **Association Days**

- K. Twenty-five (25) days of released time are to be made available to the Association to be used at the discretion of the Association Executive Board for official business. No more than fifteen days may be used by any one bargaining unit member. The Board will be reimbursed by the Association for these days at the rate paid the substitute. Three (3) days of advance notice shall be given to the immediate supervisor to allow time for employment of a substitute. Not more than three (3) teachers shall be granted time off at the same time.

## **ARTICLE IX Unpaid Leaves of Absence**

### **Sabbatical Leave**

- A. A teacher who has been employed for seven (7) consecutive years by the Clio Area Schools shall be granted a leave of absence without pay for one (1) year to attend school or to travel, providing that said teacher files a written request for such leave of absence at least sixty (60) calendar days prior to the end of the school year. Prior to granting of a sabbatical leave, the teacher's plan or program must be approved by the Board of Education.
- B. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period, provided said teacher notifies the Superintendent, or designee, his intent to return, in writing, at least sixty (60) days prior to the end of the school year of the sabbatical leave, and provided that the teacher submits evidence that the approved plan or program has been adhered to. Seniority in the teachers' association will not accrue during the sabbatical leave.

## **Education Leave**

- C. Leave without pay for the purpose of engaging in study at an accredited college or university reasonably related to his or her professional responsibilities, with a full-time load, may be granted by the Board of Education for a specified time period not to exceed one (1) year upon receipt of the written request of the teacher. Application for such leave must be made in writing at least sixty (60) days prior to the day requested to begin such leave. Such leaves will only be considered if the beginning of the leave coincides with the district's winter or summer recess. The teacher must provide to the Board, when requested, proof of enrollment, attendance, and/or completion of the course work involved.

Reinstatement of teachers on leave shall occur only upon expiration of the leave's duration. A teacher's return from leave must coincide with the beginning of a school year or at the completion of winter recess.

## **Association Leave**

- D. A leave of absence without pay may, upon written request, be granted to an employee to serve as an officer of the Association or on its staff. The request shall be for a specified period of time not to exceed one (1) year. Applications for such leave must be made in writing at least sixty (60) days prior to the day requested to begin such leave. Such leaves will only be considered if the beginning date coincides with a semester/trimester beginning date. Reinstatement of teachers on leave shall occur only upon expiration of the leave's duration.

## **Child Rearing Leave**

- E. Leave without pay for child rearing shall be granted for a specified period of time not to exceed one (1) year upon request. Except in emergency situations, application for such leave must be made in writing at least sixty (60) days prior to day requested to begin such leave. The beginning date for child rearing leave must coincide with the beginning of a semester/trimester or immediately following the expiration of a child bearing sick leave, or following an adoption. The ending date of a child rearing leave must coincide with the day prior to the first day of a semester/trimester. If a year's leave would expire during a semester/trimester, the teacher may return at the beginning of the following semester/trimester. This return should be stated in his/her request for such leave. Reinstatement of teachers on leave shall occur only upon expiration of the leave's duration.

## **Alternative Career Leaves**

- F. 1. The Board may grant a voluntary leave of absence, upon request, to a teacher without pay or fringe benefits for a period not to exceed one (1) year. The purpose of the leave shall be made in writing to the Board sixty (60) days prior to the beginning of a semester/trimester. Such leaves will only be considered if the beginning date coincides with a semester/trimester beginning date.
2. The teacher who has requested an alternative leave may continue all fringe benefits by reimbursing the District at the group rate provided this is permitted by the carrier.

Reinstatement of teachers on leave shall occur only upon expiration of the leave's duration.

## **Family Medical Leave**

- G. An employee may request a leave under the Family Medical Leave Act. Details for taking this leave will be printed in each building staff handbook and posted in each building lounge. Details may also be obtained from the business office or at the government web site, [www.dol.gov/dol/esa/fmla.htm](http://www.dol.gov/dol/esa/fmla.htm).

### **FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees.

Unpaid leave must be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

For additional information contact the Business Office or the U. S. Government, Department of Labor, Wage and Hour Division.

- H. The teacher may return to work from the above leaves by providing written notice to the Board at least sixty (60) days before the expiration date of said leave.

## **ARTICLE X**

### **Seniority**

- A. Seniority is defined as the length of service in the Clio Area Schools in a bargaining unit position. An employee's seniority date shall be the first date on which he began work in a bargaining unit position, excluding employment during the summer months in extracurricular assignments and time spent as a substitute.
- B. Any bargaining unit member who takes a Clio administrative position shall have his seniority frozen at the current amount and shall not accrue seniority while in the administrative position. Administrators hired from outside the bargaining unit shall not be credited with bargaining unit seniority.
- C. A seniority list will be prepared by the employer and a copy furnished to each bargaining unit member prior to October 1<sup>st</sup> each year. Revisions and updates will be posted in each building as they are made. A copy will also be sent to the Association president.

The seniority list shall contain the following information: name, seniority date, certification, endorsements, and length of seniority in semesters.

For seniority and salary schedule purposes, a teacher who works (or draws pay) for at least forty-five (45) of the first 93 scheduled work days shall receive credit for one semester on the seniority schedule. A teacher who works (or draws pay) for at least forty-five (45) of the second 93 scheduled work days shall receive credit for one semester on the seniority schedule.

Part-time employees shall accrue seniority for the portion of the day or year for which they are employed on a pro-rated basis. A half-time employee would receive one semester of credit for a whole year of employment.

- D. Employees will lose their seniority, if they:
1. Resign
  2. Are discharged for cause
  3. Retire
  4. Refuse recall to a position of like nature and at least the same compensation from which a teacher is laid off. If a laid off Clio tenure teacher is under contract to another Michigan school district and is offered a position in Clio after July 1 and he/she is unable to get released from his/her contract, this language will not apply.
  5. A teacher on layoff will lose all seniority after having been on layoff for a continuous period of time equal to their seniority or two years, whichever is greater.

- E. Seniority shall continue to accumulate when an employee is on military leave or on health leave. Seniority shall not accrue while an employee is on layoff, on child rearing leave, on an educational leave, on sabbatical leave, or on an alternative career leave.
- F. When two or more teachers have the same number of semesters of service and have the same effective dates of hire, a random drawing will be held before the next revised seniority list is posted to determine placement on the seniority list. The affected teachers and union representatives will be invited to the drawing.

Positions on the seniority list will be determined by the total number of semesters for which seniority is granted. When the number of semesters are equal, the person with the earliest seniority date shall be listed first.

#### **ARTICLE XI**

##### **School Calendar (Paragraphs A and B do not apply to CCHS staff)**

- A. The school calendars for the 2014-2015, 2015-2016, 2016-2017, and 2017-2018 school years shall be as set forth in Appendix A.
- B. The Association agrees that teachers will provide the necessary services for the District to receive full State Aid.

In the event scheduled work days are cancelled (i.e., teachers are not required to report for work) due to circumstances beyond the Board's control and the days need to be made up in order to participate fully in State Aid, these days may be made up by adding them to the end of the agreed-to calendar, or by mutual agreement prior to the last scheduled work day. These days, if made up, will be done without additional compensation to the teachers.

If the staff, not an individual teacher, is not told the day is cancelled and reports for work, they may be assigned duties for the day and receive their regular pay. If, under these circumstances, a day must be added to the calendar in order to participate fully in State Aid, teachers will receive an extra day's pay.

- C. Teachers shall be expected to participate fully in Parent-Teacher Conference Days, including evening sessions if requested by the Superintendent.

#### **ARTICLE XII**

##### **Compensation (Paragraphs A, C, H, K, and L do not apply to CCHS staff)**

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods.
- B. A maximum of six (6) years of pre-service salary schedule credit shall be given for experience in other school systems and for military service. Military service salary credit shall be given up to a maximum of three (3) years toward the six (6) as follows:
  - 1. One (1) year of active duty shall equal one (1) year on the salary schedule;
  - 2. Six (6) months of active duty as a Reservist or National Guardsman will equal one-half (1/2) year on the salary schedule;
  - 3. Five and one-half (5-1/2) years of Reserve or National Guard duty shall count as one-half (1/2) year on the salary schedule.
- C. A teacher's hourly rate shall be determined by dividing the annual regular salary by 1,302.
- D. Teachers employed on a regular, but less than a full-time basis, shall be entitled to fringe benefits on a pro-rata basis.

- E. Teachers in grades 5-12 with a reduced schedule shall have their salary reduced by 1/6 for each hour of reduced schedule. The Board will also prorate the amount paid for insurance benefits at the same rate. For example, teachers who teach 5 of 6 hours, will receive 5/6 pay, and have 5/6 of their insurance benefits paid by the Board. The teacher will pay the extra 1/6 in insurance benefits. In an emergency situation, if a teacher agrees to teach during his preparation period, the teacher will receive 1/6 more in salary compensation. This assumes a 6 period student day with a teacher teaching 5 periods and having one period for preparation. If the school day changes during the duration of this contract, the Board and the Association will meet to negotiate the compensation for reduced and increased teaching schedules.
- F. Teachers involved in voluntary extra duty assignments as set forth in Appendices B-1 and B-2, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.
- G. Teachers may elect to take their pay in 21 or 26 equal pays. Following are the beginning and ending pay dates:
1. 2014 - 2015 Contract Year:
    - a. First pay will be September 5, 2014.
    - b. The 21<sup>st</sup> pay will be June 12, 2015, or the last day of required work. The 26<sup>th</sup> pay will be August 21, 2015.
  2. 2015 - 2016 Contract Year:
    - a. First pay will be September 04, 2015.
    - b. The 21<sup>st</sup> pay will be June 10, 2016, or the last day of required work. The 26<sup>th</sup> pay will be August 19, 2016.
  3. 2016 - 2017 Contract Year:
    - a. First pay will be September 02, 2016.
    - b. The 21<sup>st</sup> pay will be June 09, 2017, or the last day of required work. The 26<sup>th</sup> pay will be August 18, 2017.
  4. 2017 - 2018 Contract Year:
    - a. First pay will be September 01, 2017.
    - b. The 21<sup>st</sup> pay will be June 08, 2018, or the last day of required work. The 26<sup>th</sup> pay will be August 17, 2018.
- H. Teachers who are required to teach during their preparation period shall be compensated at the rate of \$27.00 per hour.
- Compensation Time: Compensation time is that time which can be mutually agreed upon by the building principal and the teacher subbing on his/her preparation period. Compensation time is time when a sub is not required.
- I. Teachers who do not use any portion of their accumulated paid sick leave, business days, or have any deduct days will receive \$500 at the end of each year.
- J. Assignments for Driver Education will be made by the Board of Education in accordance with Article VIII, E. Teachers shall be compensated at the rate of \$23.00 per hour.

K. Retirement Notification Incentive - Retiring Association members who have worked for the Clio Area Schools for a minimum of fifteen (15) years will qualify for a "Retirement Notification Incentive" of \$50 for each year of service with the district if they notify the Board in writing with their official retirement letter prior to March 1<sup>st</sup>. This payment will be made in a separate check in the last payroll in June.

L. Longevity Language

A longevity payment will be made each year to teachers with the following years of service to Clio Area Schools:

|         |         |
|---------|---------|
| 12 – 14 | \$ 450  |
| 15 – 19 | \$ 850  |
| 20 – 24 | \$1,650 |
| 25+     | \$1,950 |

Longevity will be paid at the end of the year in which the service is completed. For example, a payment of \$850 will be made at the end of the year in which 16 years of service to Clio is attained. A year of service will be the same as a year for which seniority credit is given.

The payment will be made by June 30.

M. Teachers will be compensated \$20 per day for all unused sick days. The payment will be made upon retirement and will be paid by June 30.

N. The parties agree to the following regarding professional development presentations.

Bargaining unit members who are presenters at district scheduled professional development activities must make up required professional development hours missed because of the presentation. The Assistant Superintendent for Instruction must approve make-up activities.

A bargaining unit member shall be paid his/her regular pay on the day the presentation is made.

Upon completing professional development make up hours, the bargaining unit member will receive a professional development presentation fee.

If a bargaining unit member is requested to present, and receives approved training for the presentation, he/she will receive professional development credit for the training hours.

**ARTICLE XIII  
Insurance Protection**

A. Health Insurance

1. The Board shall make available to all bargaining unit members the following health insurance plans (or equivalent).

| <u>OPTION A</u>                | <u>OPTION B</u> |
|--------------------------------|-----------------|
| MESSA ABC Plan                 | MESSA CHOICES   |
| IN Deductible \$1,250/\$2,500  | \$500/\$1,000   |
| OON Deductible \$2,500/\$5,000 | \$1,000/\$2,000 |

2. Employer Contributions. The Board will make contributions to the health insurance plan premiums as provided in this section:

a. OPTION A – MESSA ABC Plan 1

- i. From February 1, 2014 through June 30, 2014, the Employer will contribute the monthly premium amount for each eligible Employee who chooses Option A. Additionally, the Employer will fund a Health Savings Account (HAS) for each eligible employee in the following total prorated amounts: \$500/\$750/\$1,000 for Single/Double/Family plans, respectively.
- ii. From July 1, 2014 through June 30, 2015, the Employer will contribute the 2014 hard cap amounts, as prescribed in MCL 15.563, to such insurance premiums, and the balance, if any, toward funding the HAS not to exceed \$500/\$750/\$1,000 for Single/Double/Family plans, respectively.
- iii. From July 1, 2015 through June 30, 2016, the Employer will contribute the 2015 hard cap amounts, as prescribed in MCL 15.563, to such insurance premiums, and the balance, if any, toward funding the HSA not to exceed \$500/\$750/\$1,000 for Single/Double/Family plans, respectively.
- iv. From July 1, 2016 through June 30, 2017, the Employer will contribute the 2016 hard cap amounts, as prescribed in MCL 15.563, to such insurance premiums, and the balance, if any, toward funding the HSA not to exceed \$500/\$750/\$1,000 for Single/Double/Family plans, respectively.
- v. From July 1, 2017 through June 30, 2018, the Employer will contribute the 2017 hard cap amounts, as prescribed in MCL 15.563, to such insurance premiums, and the balance, if any, toward funding the HSA not to exceed \$500/\$750/\$1,000 for Single/Double/Family plans, respectively.
- vi. All hard cap amounts apply per employee depending upon the coverage selected, and not an aggregate of the hard cap amounts for all bargaining unit employees.

b. OPTION B – MESSA CHOICES

- i. From February 1, 2014 through June 30, 2014, the Employer will contribute the following amounts toward monthly premiums for each Employee who chooses Option B: \$444.85/\$967.79/\$1,209.53 for Single/Double/Family coverage, respectively.
- ii. From July 1, 2014 through June 30, 2015, the Employer will contribute the 2014 hardcap amounts, as prescribed in MCL 15.563, toward the insurance premium.
- iii. From July 1, 2015 through June 30, 2016, the Employer will contribute the 2015 hardcap amounts, as prescribed in MCL 15.563, toward the insurance premium.
- iv. From July 1, 2016 through June 30, 2017, the Employer will contribute the 2016 hardcap amounts, as prescribed in MCL 15.563, toward the insurance premium.
- v. From July 1, 2017 through June 30, 2018, the Employer will contribute the 2017 hardcap amounts, as prescribed in MCL 15.563, toward the insurance premium.
- vii. All hard cap amounts apply per employee depending upon the coverage selected and not an aggregate of the hard cap amounts for all bargaining unit employees.

3. The Board will pay toward such health insurance benefit, including any contributions made by the Board to a health savings account for employees, no more than the annual payment limits permitted for such coverage category (single, two-person, and family) as may be adjusted by the State Treasurer pursuant to

Section 3 of the Publicly Funded Health Insurance Contribution Act, MCL, 15.563, as set forth in Section 2, or the premium amount for the selected coverage, whichever is less.

4. Employees will pay premium contributions, if any, through payroll deductions, which will be taken in equal installments. Employees will be required to comply with applicable insurance policies and regulations.
  5. During the term of this Agreement, the parties may, at any time, mutually agree to change the health insurance plans offered which are not equivalent to bargaining unit members.
- B. The Board may bid the specifications for Dental, LTD, Vision and Life Insurance. The specifications will be at least equal to those of the 2012-2013 school year. The Board will pay the premium for the following fringe benefit plans:

1. Dental: 80/80/80: (Class I, II, III) \$1000 annual maximum,  
80% (Class IV) Lifetime max \$1300

2. Life Insurance: Employees who select Health Insurance:  
\$45,000 AD&D  
\$5,000 through MESSA  
  
Employees who do not select Health Insurance:  
\$50,000 AD&D

3. Vision: VSP - 3

4. Long-Term Disability: 70% \$4,500 maximum

90 Calendar Days Modified Elimination Fill

Freeze on Off-Sets

Alcoholism/Drug Addiction (same as other illness)  
Mental/Nervous (same as other illness)

COLA - 5%

10% Minimum Benefit

- C. Employees who do not elect to receive Health Insurance, as described in Paragraph A above, shall receive a cash option in lieu of health benefits.

1. The Cash Option shall be \$225 per month (\$2,700 per year). The Board shall maintain a qualified document which complies with Section 125 of the Internal Revenue Code (the "Plan"). The amount of the Cash Payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity.
2. The Cash Payment amount shall be paid monthly into the Board approved carrier of the member's choice. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.
3. The Board and the Employee amount shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to the Tax-Deferred Annuity.

- D. The Board guarantees the Association that there will be no lapse of benefits or coverage.
- E. In the event of the death of a teacher covered for the above medical benefits, the dependents who were covered on the date of death may continue such coverage on a direct payment basis with the Clio Schools. Coverage for the surviving spouse and/or sponsored dependents may be continued until the first day of the calendar month in which she/he becomes age 65. On that date, the covered individual will be covered under the Group Limited Medicare Supplement Plan. Coverage for surviving dependent children may be continued as long as they qualify as eligible dependents. Coverage continued under this provision will terminate upon cessation of contributions for the cost of the coverage, when a dependent child and/or Sponsored Dependent no longer qualifies as an eligible dependent.
- F. Teachers on unpaid leaves of absences may pay directly to the Board the amount of insurance premium for the above programs, subject to the approval of the insurance carrier. A teacher who is laid off will be eligible to pay hospital and dental premiums for one year.
- G. Teachers shall have twelve (12) months' insurance coverage, except that:
  - 1. Teachers who terminate their employment for any reason during the school year shall have coverage only through the end of the month in which they terminate.
  - 2. Teachers who begin after the school year starts and complete the school year shall have coverage through August following the last scheduled work day.
  - 3. Teachers who are laid off at the end of the school year shall have coverage through August following the last scheduled work day.
  - 4. Teachers who are disabled and are granted a leave of absence shall have three (3) month's coverage beyond the exhaustion of their paid sick days.
  - 5. Teachers who are laid off during the school year shall have three (3) month's coverage beyond the month in which their layoff became effective.
  - 6. A teacher who completes the school year, but resigns effective the last scheduled work day, shall have insurance premiums paid by the District for that July and August.

The above is subject to the terms of the carrier. The last scheduled work day shall be as per the calendar: Teachers Record Day.

#### **ARTICLE XIV** **Special and Student Teaching Assignments**

- A. The Board agrees to maintain, at all times, a list of substitute teachers which will include laid off teachers desiring to be on the list. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.
- B. The Association agrees to accept intern teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.
- C. The Board agrees to provide intern teachers with a copy of the most recent texts, guides, policies, and a copy of this Agreement to assist them during this period.

**ARTICLE XV**  
**Master/Mentor Teacher Program**

A. Definitions

1. Master Teacher Program (MTP) is defined as an organized program designed to support the orderly passage of the beginning teacher through the first three years he/she is in the classroom, pursuant to Section 1526 of the School Code of 1976. This process shall be supportive and instructive rather than evaluative. It is important that the Administration and Association work together to achieve this end.
2. Beginning teacher/mentee/probationary teacher is an individual who is in his/her first three years as a classroom teacher. Each probationary teacher in his/her first three years in the classroom shall be assigned a mentor by the Administration.
3. Master/mentor teacher is an experienced educator

B. Mentor Selection

1. The Clio Area School District shall maintain a pool of potential mentors. The Administration, mentors and mentees shall work together to make teacher/mentor matches.
2. Participation as a mentor shall be voluntary.
3. When bargaining unit members are involved, every effort will be made to establish matches in the same building with close proximity and in the same/similar specialty or area of certification.

C. Mentor Authority

The relationship between the mentor and the probationary teacher is one of assistance and shall not be used in the evaluation process.

D. Roles and Responsibilities of Mentors

The roles and responsibilities of the mentor shall include, but not be limited to, the following:

1. The mentor shall be available to provide professional support and guidance to the probationary teacher. The mentor is to provide the probationary teacher with assistance, resources, and information in a non-threatening and collegial fashion.
2. Demonstrate effective instruction to the probationary teacher.
3. Meet regularly with the probationary teacher to provide assistance in the following areas:
  - Curriculum and instructional strategies
  - Organizational skills
  - Classroom organization and management techniques
  - Diagnosing learner needs and differences
  - Assessing student progress, and
  - School operations

E. Mentor and Mentee Release

A mentor/mentee may request that he/she be released from his/her mentor/mentee relationship and the request may be granted.

The parties will review this program annually and make recommendations, if any, for improvement.

F. Mentor Stipends

A stipend will be paid annually to participating teachers. Bargaining unit members who voluntarily mentor will be paid per mentee:

- First year probationary (mentee) teacher \$500.
- Second year probationary (mentee) teacher \$300.
- Third year probationary (mentee) teacher \$100.

The payment will be made by June 30<sup>th</sup>.

**ARTICLE XVI**  
**Student Discipline and Teacher Protection**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teachers of responsibilities with respect to such pupil.

The teachers recognize their responsibility for supervision of pupils includes the classroom, halls, lavatories, other school facilities, and on-the-school premises. Teachers observing or being informed of poor pupil conduct will promptly take effective corrective measures and inform the proper administrative personnel. The Board shall support teachers as they exercise these responsibilities.

- B. School employees may use reasonable physical force on a pupil necessary to protect himself or herself, the pupil, or others from immediate physical injury, obtain possession of a weapon or other dangerous object within the control of a pupil, to protect property from physical damage, or to quell a disturbance that threatens physical injury to any person.

Teachers will not use corporal punishment on a student. Corporal punishment is defined as the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline.

- C. A teacher may send a pupil to the principal's office for misconduct. The continued exclusion from class must be with the principal's approval. In such cases, the teacher will furnish the principal full particulars of the incident in writing. This report must be presented the same day the incident occurs. The teacher and school authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. The "SNAP" law regarding student suspension will be reviewed annually with teachers.
- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. Upon request of the teacher the Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. The Board will make a reasonable good faith effort to communicate to the teacher first-hand information that relates to the safety of the teacher or his family.
- E. If any teacher has legal action taken against him/her or is sued as a result of any action taken by the teacher while in pursuit of his/her employment, upon request of the teacher, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- F. Time lost by the teacher in connection with any incident mentioned in this Article shall not be charged against the teacher; provided, however, that this section shall not protect a teacher convicted of a criminal charge.

- G. In case of any claims for loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, and not due to teacher negligence, the Administration will give reasonable assistance in collection of said claims.
- H. No formal action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.
- I. No teacher shall be expected to risk their personal safety by searching for or handling dangerous devices or substances. No teacher shall be expected to detain or disarm an intruder. The teacher's responsibility shall include making visual observations and reporting such observations to administration.

**ARTICLE XVII**  
**Grievance Procedure**

A. Definition:

- 1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- 2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
- 3. Faculty personnel may present any grievance with the full assurance that such presentation will in no way prejudice their standing or status with the school system.
- 4. The term "days" when used in this Article shall mean duty days except where otherwise indicated.
- 5. The Board or the Association may designate a representative other than those specified to handle grievances at any step in this procedure.
- 6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - a. The termination of services or failure to re-employ any probationary employee.
  - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Edition, of 1937 of Michigan, as amended).
- 7. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- 8. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

B. Procedures:

- 1. The parties may by mutual agreement, initiate a grievance at the superintendent's level.

2. A teacher who feels he has a grievance must first take the matter up verbally with the principal or request that the Association accompany the teacher to discuss the grievance with the teacher's principal within ten (10) working days following the act or condition which is the basis of his grievance who will attempt to resolve it with him.
4. If this fails to resolve the grievance, the teacher and/or the Association shall reduce the grievance to writing and present it to his principal within ten (10) working days following the conference as provided in B., 2. The parties may, by mutual agreement, decide that a grievance should be initiated at a higher step in the grievance procedure.
4. Within ten (10) working days of receipt of the written grievance, the principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. Such conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the teacher.
5. Within five (5) working days after such conference, the principal shall answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the principal's decision will be final.
6. If the teacher does not accept the principal's written answer, the grievance may be appealed to the superintendent by sending such notice in writing to him within five (5) working days from the date of the principal's written decision.
7. Within ten (10) working days of receipt of the written appeal, the superintendent will arrange for a conference with the view of satisfactorily resolving the grievance. Such conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the teacher. (Grievance will not be processed to the next step until the conferences are held.)
8. Within five (5) working days after such conference, the superintendent shall answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) working days from receipt of such answer, the superintendent's decision will be final.
9. If a teacher is not satisfied with the disposition of the grievance by the superintendent, the grievance shall be transmitted to the Board of Education by filing a written copy thereof with the secretary or other designee of the Board within five (5) days of the superintendent's answer. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be most convenient to the Board, may hold a hearing on the grievance, review such grievance in executive session, or give such consideration as it shall deem appropriate. A copy of the Board's disposition shall be furnished to the teacher and the Association within ten (10) days following such decision.
10. Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of receipt of the decision.
11. If the grievance is not settled at the preceding step, it may be submitted to arbitration at the election of either party. The matters to be arbitrated shall be submitted to a single arbitrator as follows:
  - a. Within the ten (10) days referred to in the above (step 10), the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of grievance to be arbitrated.
  - b. Within five (5) working days from receipt of such notice, the other party may also serve on the first party its statement of matters to be arbitrated.
  - c. If the parties are unable to agree upon an arbitrator within five (5) days, the arbitrator shall be selected according to the rules of the American Arbitration Association and

said rules shall govern the proceedings. Once selected, the Arbitrator shall, within thirty (30) days of notice of his appointment, schedule a date for the hearing in the matter which is to be decided. If the Arbitrator does not accept and schedule a hearing as above provided, the American Arbitration Association will be requested to immediately submit another list of names.

d.

12. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have the authority nor shall he consider it his function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practice or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or deletion of written terms of this Agreement). The Arbitrator has no obligation or function to render a decision or not to render a decision merely because in his opinion such decision is fair or equitable or because in his opinion it is unfair or inequitable.
13. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article (Grievance Procedure), the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet the test of arbitrability, he shall refer the case back to the parties without a recommendation on the matter.
14. Unless expressly agreed to by the parties in writing, the Arbitrator is limited to hearing one (1) grievance including its arbitrability at any one (1) hearing upon its merits. Separate arbitrators shall be selected for each issue appealed to advisory arbitration.
15. The Arbitrator may make such investigation as he deems proper and may, as his option, hold a public hearing and examine all such witnesses and make a record of all proceedings. Within thirty (30) days after the close of the hearing or the date established for filing Post Hearing Briefs, if so desired by either party, the Arbitrator shall issue his decision which shall be final and binding. The fees and expenses of the impartial arbitrator, cost of the transcript (if one is requested by the Arbitrator) and hearing room, shall be shared equally by the parties.
16. Teachers required to be present at an arbitration hearing will not be assessed sick or personal days.

### **ARTICLE XVIII** **Negotiation Procedures**

- A. Representatives of the Board and the Association's bargaining committee may meet each month for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, two (2) days prior to the meeting, an agenda covering what they wish to discuss.

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned responsibilities, unless otherwise mutually agreed.

Should such meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

- B. The Association shall designate a teacher in each school building as Association Representative (A.R.). The principal and Association Representative may meet as necessary for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.
- C. A least ninety (90) days prior to the expiration of the Agreement, the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forthcoming year.
- D. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- E. There shall be three (3) signed copies of the final Agreement for the purpose of record: one (1) retained by the Board, one (1) retained by the Association, and one (1) retained by the superintendent.
- G. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now or hereafter employed. Further, the Board shall furnish thirty-five (35) copies of the Master Agreement to the Association for its use.

**ARTICLE XIX**  
**Duration of Agreement**

This Agreement becomes effective upon ratification by the parties, and shall continue in effect until midnight on August 16, 2018. The parties agree to begin negotiations for a successor Agreement at least six (6) months prior to the expiration of this Agreement. If no Agreement has been reached by August 16, 2018, this Agreement will be automatically extended until terminated by either party on ten (10) days written notice of termination to the other party.

Local 10 MEA/NEA (Clio Unit)

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

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

Clio Board Of Education

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

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

# CLIO AREA SCHOOLS

2014 – 2015

|               |           |       |  |
|---------------|-----------|-------|--|
| Monday        | August    | 25    | New Teacher Orientation  |
| Tuesday       | August    | 26    | Half-day Teacher PD/ Half-day Teacher Work Day   |
| Wednesday     | August    | 27    | Teacher PD   |
| Thursday      | August    | 28    | Teacher Work Day   |
| Friday        | August    | 29    | No School - Labor Day Break  |
| Monday        | September | 1     | No School - Labor Day  |
| Tuesday       | September | 2     | First Day of School - Full Day all students  |
| Tuesday       | September | 16    | 2 Hour Delayed Entry Day   |
| Wednesday     | October   | 15    | Regular Day (K-8 PTC 5-7:00 or 6-8:00)<br>(HS PTC 3:30-5:30 p.m.)                          |
| Thursday      | October   | 16    | Half-day all students (K-8 PTC 1:00-4:00, HS PTC 12:00-3:00<br>and 5:00-7:00 or 6:00-8:00) |
| Friday        | October   | 17    | No School  |
| Tuesday       | October   | 28    | 2 Hour Delayed Entry Day   |
| Tuesday       | November  | 4     | No School - Teacher PD   |
| Friday        | November  | 21    | Regular Day (HS Exams)   |
| Monday        | November  | 24    | Half Day HS (HS Exams) Full Day K-8  |
| Tuesday       | November  | 25    | Half Day HS (HS Exams) Full Day K-8  |
| Wed/Thurs/Fri | November  | 26-28 | No School - Thanksgiving Break   |
| Monday        | December  | 1     | Full-day all students - 2nd Trimester Begins   |
| Tuesday       | December  | 9     | 2 Hour Delayed Entry Day   |
| Monday        | December  | 22    | No School - Winter Break Begins  |
| Friday        | January   | 2     | No School - Last Day of Winter Break   |
| Monday        | January   | 5     | Full-day all students  |
| Monday        | January   | 19    | No School - MLK Day (Teacher PD)   |
| Tuesday       | February  | 3     | 2 Hour Delayed Entry Day   |
| Monday        | February  | 16    | No School - President's Day  |
| Wednesday     | February  | 25    | Regular Day (K-8 PTC 5-7:00 or 6-8:00)<br>(HS PTC 3:30-5:30 p.m.)                          |
| Thursday      | February  | 26    | Half-day all students (K-8 PTC 1:00-4:00, HS PTC 12:00-3:00<br>and 5:00-7:00 or 6:00-8:00) |
| Wed-Fri       | March     | 4-6   | Full-day all students - HS MME   |
| Wednesday     | March     | 11    | Full-day all students (HS exams)   |
| Thursday      | March     | 12    | Full day (HS exams)  |
| Friday        | March     | 13    | Half Day HS (HS Exams) Full Day K-8  |
| Monday        | March     | 16    | Regular Day - 3rd Trimester Begins   |
| Wed-Fri       | March     | 18-20 | Full-day all students - HS MME Make-up   |
| Tuesday       | March     | 24    | 2 Hour Delayed Entry Day   |
| Friday        | April     | 3     | No School - Good Friday  |
| Mon-Fri       | April     | 6-10  | No School - Spring Break   |
| Tuesday       | May       | 5     | 2 Hour Delayed Entry Day   |
| Monday        | May       | 25    | No School - Memorial Day   |
| Friday        | June      | 12    | Half-day all students Last Day School - Half-day Teacher<br>Work Day                       |
| Monday        | June      | 15    | Teacher Work Day   |

Half-day Schedule: 7:40 - 2:30 p.m. (High School) 10:30 half day dismissal  
 7:45 - 2:30 p.m. (Middle School) 10:30 half day dismissal  
 8:50 - 3:35 p.m. (Elementary Schools) 11:40 half day dismissal  
 8:00 - 3:30 p.m. (Community High School) 11:25 half day dismissal

# CLIO AREA SCHOOLS

2015 - 2016

|               |           |       |  |
|---------------|-----------|-------|--|
| Monday        | August    | 31    | New Teacher Orientation  |
| Tuesday       | September | 1     | Half Day Teacher PD/ Half Day Teacher Work Day   |
| Wednesday     | September | 2     | Teacher PD   |
| Thursday      | September | 3     | Teacher Work Day   |
| Friday        | September | 4     | No School - Labor Day Break  |
| Monday        | September | 7     | No School - Labor Day  |
| Tuesday       | September | 8     | First Day of School - Full Day all students  |
| Tuesday       | September | 22    | 2 Hour Delayed Start Day   |
| Tuesday       | October   | 13    | 2 Hour Delayed Start Day   |
| Tuesday       | November  | 3     | No School – All Staff PD   |
| Wednesday     | November  | 4     | Regular Day (K-8 Parent/Teacher Conferences 5:00 – 7:00 p.m. or 6:00 – 8:00 p.m. HS Conferences 3:30-5:30 p.m. ).  |
| Thursday      | November  | 5     | Half Day All Students (K – 8 Parent/Teacher Conferences 1:00-4:00 p.m. & 5-7:00 p.m. or 6-8:00 p.m. HS Conferences 12-3:00 p.m. & 5-7:00 p.m. or 6-8:00 p.m.).   |
| Wed/Thurs/Fri | November  | 25-27 | No School - Thanksgiving Break   |
| Tuesday       | December  | 15    | 2 Hour Delayed Start Day   |
| Wednesday     | December  | 23    | No School - Winter Break Begins  |
| Friday        | January   | 1     | No School - Last Day of Winter Break   |
| Monday        | January   | 4     | Full-day All Students  |
| Monday        | January   | 18    | No School – Martin Luther King Holiday (Staff PD)  |
| Wednesday     | January   | 27    | Half Day High School (Exams). Half Day Staff Work Day  |
| Thursday      | January   | 28    | Half Day High School (Exams). Half Day Staff Work Day  |
| Friday        | January   | 29    | Half Day High School (Exams). Half Day Staff Work Day  |
| Monday        | February  | 1     | Second semester begins – Regular school day  |
| Tuesday       | February  | 9     | 2 Hour Delayed Start Day   |
| Monday        | February  | 15    | No School - President's Day  |
| Tuesday       | March     | 1     | 2 Hour Delayed Start Day   |
| Tuesday       | March     | 8     | Full Day All Students – HS SAT   |
| Tuesday       | March     | 22    | Regular Day (K-8 Parent/Teacher Conferences 5:00 – 7:00 p.m. or 6:00 – 8:00 p.m. HS Conferences 3:30 - 5:30 p.m.).   |
| Wednesday     | March     | 23    | Half Day All Students (K-8 Parent/Teacher Conferences 1:00 – 4:00 p.m. & 5-7:00 p.m. or 6-8:00 p.m. HS Conferences 12 – 3:00 p.m. & 5-7:00 p.m. or 6-8:00 p.m.). |
| Friday        | March     | 25    | No School - Good Friday  |
| Monday        | March     | 28    | Regular Day  |
| Mon-Fri       | April     | 4-8   | No School - Spring Break   |
| Tuesday       | May       | 10    | 2 Hour Delayed Start Day   |
| Monday        | May       | 30    | No School - Memorial Day   |
| Friday        | June      | 10    | Half Day High School (Exams). Half Day Staff Work Day  |
| Monday        | June      | 13    | Half Day High School (Exams). Half Day Staff Work Day  |
| Tuesday       | June      | 14    | Half Day All Students. Last Day of School. Half Day Staff Work Day   |
| Wednesday     | June      | 15    | Teacher Work Day   |

Building Schedules: 7:40 - 2:35 p.m. (High School) 10:30 half-day dismissal  
 7:45 - 2:30 p.m. (Middle School) 10:30 half-day dismissal  
 8:50 - 3:35 p.m. (Elementary Schools) 11:40 half-day dismissal  
 8:00 - 3:30 p.m. (Community High School) 11:25 half-day dismissal

# CLIO AREA SCHOOLS

## School Calendar

2016 - 2017

|              |           |       |   |
|--------------|-----------|-------|---|
| Monday       | August    | 29    | New Teacher Orientation   |
| Tuesday      | August    | 30    | Half-day Teacher PD/ Half-day Teacher Work Day  |
| Wednesday    | August    | 31    | Teacher PD  |
| Thursday     | September | 1     | Teacher Work Day  |
| Monday       | September | 5     | <b>No School</b> - Labor Day  |
| Tuesday      | September | 6     | First Day of School - Full Day all students   |
| Tuesday      | September | 20    | <b>2 Hour Delayed Entry Day</b>   |
| Tuesday      | October   | 11    | <b>2 Hour Delayed Entry Day</b>   |
| Tuesday      | November  | 8     | <b>No School</b> - All Staff PD   |
| Wednesday    | November  | 2     | Regular Day (K-8 PTC 5:00-7:00 or 6:00-8:00)(HS PTC 3:30-5:30 p.m.)                             |
| Thursday     | November  | 3     | <b>Half day all students</b> (PTC K-8 1-4:00 & 5-7:00 or 6-8:00, HS 12-3:00 & 5-7:00 or 6-8:00) |
| Wed/Thur/Fri | November  | 23-25 | <b>No School</b> - Thanksgiving Break   |
| Tuesday      | December  | 13    | <b>2 Hour Delayed Entry Day</b>   |
| Friday       | December  | 23    | <b>No School</b> - Winter Break Begins  |
| Monday       | January   | 2     | <b>No School</b> - Last Day of Winter Break   |
| Tuesday      | January   | 3     | <b>Full-day all students</b>  |
| Friday       | January   | 13    | <b>No School</b> - Staff PD   |
| Monday       | January   | 16    | <b>No School</b> - MLK Day  |
| Wednesday    | January   | 18    | <b>Half-day High School (Exams)</b> - Half-day Staff Work Day                                   |
| Thursday     | January   | 19    | <b>Half-day High School (Exams)</b> - Half-day Staff Work Day                                   |
| Friday       | January   | 20    | <b>Half-day High School (Exams)</b> - Half-day Staff Work Day                                   |
| Monday       | January   | 23    | REGULAR Day - 2nd Semester Starts   |
| Tuesday      | February  | 7     | <b>2 Hour Delayed Entry Day</b>   |
| Monday       | February  | 13    | <b>No School</b> - President's Day  |
| Tuesday      | February  | 28    | <b>2 Hour Delayed Entry Day</b>   |
| Tuesday      | March     | 7     | Full-day all students - HS SAT  |
| Tuesday      | March     | 21    | Regular Day (K-8 PTC 5:00-7:00 or 6:00-8:00)(HS PTC 3:30-5:30 p.m.)                             |
| Wednesday    | March     | 22    | <b>Half day all students</b> (PTC K-8 1-4:00 & 5-7:00 or 6-8:00, HS 12-3:00 & 5-7:00 or 6-8:00) |
| Mon-Fri      | April     | 3-7   | <b>No School</b> - Spring Break   |
| Friday       | April     | 14    | <b>No School</b> - Good Friday  |
| Tuesday      | May       | 9     | <b>2 Hour Delayed Entry Day</b>   |
| Monday       | May       | 29    | <b>No School</b> - Memorial Day   |
| Friday       | June      | 9     | <b>Half-day High School (Exams)</b> - Half-day Staff Work Day                                   |
| Monday       | June      | 12    | <b>Half-day High School (Exams)</b> - Half-day Staff Work Day                                   |
| Tuesday      | June      | 13    | <b>Half-day all students Last Day of School</b> - Half-day Staff Work Day                       |
| Wednesday    | June      | 14    | Teacher Work Day  |

**Building Schedules:**

7:40 - 2:35 p.m. (High School) 10:30 half day dismissal

7:45 - 2:30 p.m. (Middle School) 10:30 half day dismissal

8:50 - 3:35 p.m. (Elementary Schools) 11:40 half day dismissal

8:00 - 3:30 p.m. (Community High School) 11:55 half day dismissal

# CLIO AREA SCHOOLS

## School Calendar

2017 - 2018

|            |           |       |   |
|------------|-----------|-------|---|
| Monday     | August    | 28    | New Teacher Orientation   |
| Tuesday    | August    | 29    | Half-day Teacher PD/ Half-day Teacher Work Day  |
| Wednesday  | August    | 30    | Teacher PD  |
| Thursday   | August    | 31    | Teacher Work Day  |
| Monday     | September | 4     | <b>No School</b> - Labor Day  |
| Tuesday    | September | 5     | First Day of School - Full Day all students   |
| Tuesday    | September | 19    | <b>2 Hour Delayed Entry Day</b>   |
| Tuesday    | October   | 10    | <b>2 Hour Delayed Entry Day</b>   |
| Wednesday  | November  | 1     | Regular Day (K-8 PTC 5:00-7:00 or 6:00-8:00)(HS PTC 3:30-5:30 p.m.)                             |
| Thursday   | November  | 2     | <b>Half day all students</b> (PTC K-8 1-4:00 & 5-7:00 or 6-8:00, HS 12-3:00 & 5-7:00 or 6-8:00) |
| Tuesday    | November  | 7     | <b>No School</b> - All Staff PD   |
| Wed/Thur/F | November  | 22-24 | <b>No School</b> - Thanksgiving Break   |
| Tuesday    | December  | 12    | <b>2 Hour Delayed Entry Day</b>   |
| Monday     | December  | 25    | <b>No School</b> - Winter Break Begins  |
| Tuesday    | January   | 2     | <b>No School</b> - Last Day of Winter Break   |
| Wednesday  | January   | 3     | <b>Full-day all students</b>  |
| Monday     | January   | 15    | <b>No School</b> - MLK Day (Staff PD)   |
| Wednesday  | January   | 24    | <b>Half-day High School (Exams)</b> - Half-day Staff Work Day                                   |
| Thursday   | January   | 25    | <b>Half-day High School (Exams)</b> - Half-day Staff Work Day                                   |
| Friday     | January   | 26    | <b>Half-day High School (Exams)</b> - Half-day Staff Work Day                                   |
| Monday     | January   | 29    | REGULAR Day - 2nd Semester Starts   |
| Tuesday    | February  | 6     | <b>2 Hour Delayed Entry Day</b>   |
| Monday     | February  | 12    | <b>No School</b> - President's Day  |
| Tuesday    | February  | 27    | <b>2 Hour Delayed Entry Day</b>   |
| Tuesday    | March     | 6     | Full-day all students - HS SAT  |
| Tuesday    | March     | 20    | Regular Day (K-8 PTC 5:00-7:00 or 6:00-8:00)(HS PTC 3:30-5:30 p.m.)                             |
| Wednesday  | March     | 21    | <b>Half day all students</b> (PTC K-8 1-4:00 & 5-7:00 or 6-8:00, HS 12-3:00 & 5-7:00 or 6-8:00) |
| Friday     | March     | 30    | <b>No School</b> - Good Friday  |
| Mon-Fri    | April     | 2-6   | <b>No School</b> - Spring Break   |
| Tuesday    | May       | 8     | <b>2 Hour Delayed Entry Day</b>   |
| Friday     | May       | 25    | <b>No School</b>  |
| Monday     | May       | 28    | <b>No School</b> - Memorial Day   |
| Friday     | June      | 8     | <b>Half-day High School (Exams)</b> - Half-day Staff Work Day                                   |
| Monday     | June      | 11    | <b>Half-day High School (Exams)</b> - Half-day Staff Work Day                                   |
| Tuesday    | June      | 12    | <b>Half-day all students Last Day of School</b> - Half-day Staff Work Day                       |
| Wednesday  | June      | 13    | Teacher Work Day  |

### Building Schedules:

7:40 - 2:35 p.m. (High School) 10:30 half day dismissal

7:45 - 2:30 p.m. (Middle School) 10:30 half day dismissal

8:50 - 3:35 p.m. (Elementary Schools)11:40 half day dismissal

8:00 - 3:30 p.m. (Community High School) 11:25 half day dismissal

**B**  
**Salary Schedule for 2014– 2015**

| Step | I      | II     | III    | IV     | V      |
|------|--------|--------|--------|--------|--------|
| 0.0  | 37,358 | 39,226 | 41,187 | 43,246 | 45,409 |
| 0.5  | 37,919 | 39,814 | 41,805 | 43,896 | 46,090 |
| 1.0  | 38,479 | 40,403 | 42,422 | 44,544 | 46,771 |
| 1.5  | 39,440 | 41,412 | 43,483 | 45,657 | 47,662 |
| 2.0  | 40,403 | 42,422 | 44,544 | 46,771 | 49,109 |
| 2.5  | 41,412 | 43,483 | 45,657 | 47,662 | 50,337 |
| 3.0  | 42,422 | 44,544 | 46,771 | 49,109 | 51,565 |
| 3.5  | 43,483 | 45,657 | 47,662 | 50,337 | 52,854 |
| 4.0  | 44,544 | 46,771 | 49,109 | 51,565 | 54,143 |
| 4.5  | 45,657 | 47,662 | 50,337 | 52,854 | 55,497 |
| 5.0  | 46,771 | 49,109 | 51,565 | 54,143 | 56,850 |
| 5.5  | 47,662 | 50,337 | 52,854 | 55,497 | 58,272 |
| 6.0  | 49,109 | 51,565 | 54,143 | 56,850 | 59,693 |
| 6.5  | 50,337 | 52,854 | 55,497 | 58,272 | 61,186 |
| 7.0  | 51,565 | 54,143 | 56,850 | 59,693 | 62,678 |
| 7.5  | 52,854 | 55,497 | 58,272 | 61,186 | 64,245 |
| 8.0  | 54,143 | 56,850 | 59,693 | 62,678 | 65,812 |
| 8.5  | 55,497 | 58,272 | 61,186 | 64,245 | 67,456 |
| 9.0  | 56,850 | 59,693 | 62,678 | 65,812 | 69,102 |
| 9.5  | 58,272 | 61,186 | 64,245 | 67,456 | 70,830 |
| 10.0 | 59,693 | 62,678 | 65,812 | 69,102 | 72,558 |
| 10.5 | 62,785 | 65,924 | 69,220 | 72,681 | 76,315 |
| 11.0 | 65,877 | 69,171 | 72,629 | 76,261 | 80,074 |

- I BA/BS degree with provisional or permanent certificate
- II BA/BS degree + 20 semester hours of graduate credit  
MA/MS degree without provisional or permanent certificate
- III MA/MS degree with provisional or permanent certificate
- IV MA/MS degree with 15 additional graduate hours
- V MA/MS degree with 30 additional graduate hours

Teachers will advance steps and/or lanes for the 2014 – 2015 school year.

Salary schedule will be negotiated on an annual basis for the duration of this Agreement.

Salary is based upon enrollment of 3200 students. In the event student enrollment is less than 3200, teachers will pay a prorated amount back to the district not to exceed \$215.80 per teacher. (Maximum of five (5) students, multiplied by \$7,251, divided by 168). (2014 – 2015 only).

2015 – 2017

Salaries for the 2015 – 2016 and 2016 – 2017 school years will remain the same as the 2014 – 2015 school year. A .75% off schedule stipend, with a \$400 minimum and a \$600 maximum, will be paid to all teachers with an Effective or Highly Effective evaluation for the prior school year in both 2015 – 2016 and 2016 – 2017. The stipend includes merit pay and will be included in the last payroll prior to Christmas Break each year. Steps and lanes will be honored in both the 2015 – 2016 and 2016 – 2017 school years. The salary schedule will be negotiated for the 2017 – 2018 school year.

Steps and lanes will be honored for the 2017 – 2018 school year. The Salary Schedule for 2017 – 2018 shall be as follows:

| Step | I      | II     | III    | IV     | V      |
|------|--------|--------|--------|--------|--------|
| 1.0  | 38,479 | 40,403 | 42,422 | 44,544 | 46,771 |
| 1.5  | 39,440 | 41,412 | 43,483 | 45,657 | 47,662 |
| 2.0  | 40,403 | 42,422 | 44,544 | 46,771 | 49,109 |
| 2.5  | 41,412 | 43,483 | 45,657 | 47,662 | 50,337 |
| 3.0  | 42,422 | 44,544 | 46,771 | 49,109 | 51,565 |
| 3.5  | 43,483 | 45,657 | 47,662 | 50,337 | 52,854 |
| 4.0  | 44,544 | 46,771 | 49,109 | 51,565 | 54,143 |
| 4.5  | 45,657 | 47,662 | 50,337 | 52,854 | 55,497 |
| 5.0  | 46,771 | 49,109 | 51,565 | 54,143 | 56,850 |
| 5.5  | 47,662 | 50,337 | 52,854 | 55,497 | 58,272 |
| 6.0  | 49,109 | 51,565 | 54,143 | 56,850 | 59,693 |
| 6.5  | 50,337 | 52,854 | 55,497 | 58,272 | 61,186 |
| 7.0  | 51,565 | 54,143 | 56,850 | 59,693 | 62,678 |
| 7.5  | 52,854 | 55,497 | 58,272 | 61,186 | 64,245 |
| 8.0  | 54,143 | 56,850 | 59,693 | 62,678 | 65,812 |
| 8.5  | 55,497 | 58,272 | 61,186 | 64,245 | 67,456 |
| 9.0  | 56,850 | 59,693 | 62,678 | 65,812 | 69,102 |
| 9.5  | 58,272 | 61,186 | 64,245 | 67,456 | 70,830 |
| 10.0 | 59,693 | 62,678 | 65,812 | 69,102 | 72,558 |
| 10.5 | 61,239 | 64,301 | 67,516 | 70,892 | 74,437 |
| 11.0 | 62,785 | 65,924 | 69,220 | 72,681 | 76,315 |
| 11.5 | 64,331 | 67,548 | 70,925 | 74,471 | 78,195 |
| 12.0 | 65,877 | 69,171 | 72,629 | 76,261 | 80,074 |

Merit pay for 2017 – 2018 will be addressed in a letter from the Superintendent.

## Clio Community High School Teachers

### Wage and Benefit Schedule 2014 - 2015

#### 186 Day Teachers

| <b>Salary Schedule</b> | <b><u>Years</u></b> | <b><u>Step</u></b> | <b><u>Bachelors</u></b> | <b><u>Masters</u></b> |
|------------------------|---------------------|--------------------|-------------------------|-----------------------|
|                        | 0-2                 | 1                  | \$41,162                | \$41,556              |
|                        | 3-5                 | 2                  | \$44,473                | \$44,852              |
|                        | 6-9                 | 3                  | \$49,848                | \$50,242              |
|                        | 10-12               | 4                  | \$51,095                | \$51,489              |
|                        | 13+                 | 5                  | \$52,340                | \$52,734              |

### **Benefits**

1. Teacher work day is eight (8) hours and a half-hour unpaid lunch. The building principal will set the daily work schedule for staff.
2. Teacher work year is 180 student days plus six (6) additional work days (Article XI, Paragraph A). Teachers shall complete the thirty-one (31) hours of Professional Development mandated by the State of Michigan and provided by the district.
3. Employees will receive ten (10) sick days per year. Sick days will be credited if the employee works the first day of the school year. After that date, employees will receive sick days on a prorated basis of one day per month worked. Sick leave may be accumulated without limit.
4. Three (3) of the sick days accrued each year may be used as Personal Days. If the employee does not use three (3) Personal Days in one work year, the days may be carried over as sick days up to the maximum permitted. Personal Days may not be carried over to the next year. Use of Personal Days is subject to supervisor approval and district policies.
5. Teachers will receive paid bereavement leave for a maximum of three (3) days for the death of the following: spouse, children, father, mother, grandparents, siblings, grandchildren, father/mother in-laws, and brother/sister in-laws. The days will not be deducted from sick/personal leave.
6. Deduct time will not be permitted except in extenuating circumstances approved in advance by the Superintendent or his/her designee. Unexcused absences will result in discipline up to, and including, termination of employment with Clio Area Schools.
7. Employees will be entitled to pay for up to five "Act of God Days".
8. Employees who work more than 20 hours per week may direct a portion of their earnings, subject to IRS limitations, to a district approved 403b plan.
9. Longevity will be paid at the end of the year in which service is completed according to the following schedule:

| <u>Years of Service</u> | <u>Stipend</u> |
|-------------------------|----------------|
| 16-19                   | \$ 850         |
| 20-24                   | \$1,650        |
| 25+                     | \$1,950        |

10. Teachers who do not use any portion of their accumulated leave time or have any deduct time will receive a Perfect Attendance stipend in the amount of \$500.
11. Teachers may elect to be paid over 21 or 26 pays.
12. Teachers who retire will be compensated \$20 for each unused sick day.
13. Insurance protection is per Article XIII.

**Teachers will advance steps and/or lanes for the 2014 – 2015 school year.**

**Salary schedule will be negotiated on an annual basis for the duration of this Agreement.**

2015 – 2017

Salaries for the 2015 – 2016 and 2016 – 2017 school years will remain the same as the 2014 – 2015 school year. A .75% off schedule stipend, with a \$400 minimum and a \$600 maximum, will be paid to all teachers with an Effective or Highly Effective evaluation for the prior school year in both 2015 – 2016 and 2016 – 2017. The stipend includes merit pay and will be included in the last payroll prior to Christmas Break each year. Steps and lanes will be honored in both the 2015 – 2016 and 2016 – 2017 school years. The salary schedule will be negotiated for the 2017 – 2018 school year.

2017 - 2018

Salaries for the 2017 – 2018 school year will remain the same as the 2014 – 2015 school year. Steps and lanes will be honored.

Merit pay for 2017 – 2018 will be addressed in a letter from the Superintendent.

Appendix B - 2

**Clio Community High School Teachers**

Wage and Benefit Schedule 2014 - 2015

50 Week Teachers

| <b>Salary Schedule</b> | <b><u>Step</u></b> | <b><u>BA</u></b> | <b><u>BA+20</u></b> | <b><u>MA</u></b> | <b><u>MA+15</u></b> | <b><u>MA+30</u></b> |
|------------------------|--------------------|------------------|---------------------|------------------|---------------------|---------------------|
|                        | 1                  | \$40,950         | \$42,998            | \$45,147         | \$47,405            | \$49,775            |
|                        | 2                  | \$42,179         | \$44,287            | \$46,502         | \$48,827            | \$51,268            |
|                        | 3                  | \$43,444         | \$45,616            | \$47,897         | \$50,292            | \$52,806            |
|                        | 4                  | \$44,747         | \$46,985            | \$49,334         | \$51,800            | \$54,390            |
|                        | 5                  | \$46,090         | \$48,394            | \$50,814         | \$53,354            | \$56,022            |

**Benefits**

1. Teacher work day is eight (8) hours and a half-hour unpaid lunch. The building principal will set the daily work schedule for staff.
2. Teacher work year is July 1 to June 30, less the first two full weeks in July. Teachers shall follow the Clio High School calendar during the 186 day period in Appendix A. Teachers shall complete the thirty-one (31) hours of Professional Development mandated by the State of Michigan and provided by the district.
3. Employees will receive twelve (12) sick days per year. Sick days will be credited if the employee works the First day of the school year. After that date, employees will receive sick days on a prorated basis of one day per month worked. Sick leave may be accumulated without limit.
4. Three (3) of the sick days accrued each year may be used as Personal Days. If the employee does not use three (3) Personal Days in one work year, the days may be carried over as sick days up to the maximum permitted. Personal Days may not be carried over to the next year. Use of Personal Days is subject to supervisor approval and district policies.
5. Teachers will receive paid bereavement leave for a maximum of three (3) days for the death of the following spouse, children, father, mother, grandparents, siblings, grandchildren, father/mother in-laws, and brother/sister in-laws. The days will not be deducted from sick/personal leave.
6. Deduct time will not be permitted except in extenuating circumstances approved in advance by the Superintendent or his/her designee. Unexcused absences will result in discipline up to, and including, termination of employment with Clio Area Schools.
7. Employees will be entitled to pay for up to five "Act of God Days".
8. Employees who work more than 20 hours per week may direct a portion of their earnings, subject to IRS limitations, to a district approved 403b plan.

9. Longevity will be paid at the end of the year in which service is completed according to the following schedule:

| <u>Years of Service</u> | <u>Stipend</u> |
|-------------------------|----------------|
| 16-19                   | \$ 850         |
| 20-24                   | \$1,650        |
| 25+                     | \$1,950        |

10. Teachers who do not use any portion of their accumulated leave time or have any deduct time will receive a Perfect Attendance stipend in the amount of \$500.

11. Teachers may elect to be paid over 21 or 26 pays.

12. Teachers who retire will be compensated \$20 for each unused sick day.

13. Insurance protection is per Article XIII

**Teachers will advance steps and/or lanes for the 2014 – 2015 school year.**

**Salary schedule will be negotiated on an annual basis for the duration of this Agreement.**

2015 – 2017

Salaries for the 2015 – 2016 and 2016 – 2017 school years will remain the same as the 2014 – 2015 school year. A .75% off schedule stipend, with a \$400 minimum and a \$600 maximum, will be paid to all teachers with an Effective or Highly Effective evaluation for the prior school year in both 2015 – 2016 and 2016 – 2017. The stipend includes merit pay and will be included in the last payroll prior to Christmas Break each year. Steps and lanes will be honored in both the 2015 – 2016 and 2016 – 2017 school years. The salary schedule will be negotiated for the 2017 – 2018 school year.

2017 – 2018

Salaries for the 2017 – 2018 school year will remain the same as the 2014 – 2015 school year. Steps and lanes will be honored.

Merit pay for 2017 – 2018 will be addressed in a letter from the Superintendent.

## Appendix B-3

### Extra Curricular Duties

The following extra curricular duties will be compensated, as follows, for years 2013-2018

#### High School

|  |       |
|--|-------|
| 1. Department Head - Language Arts         | 1,641 |
| 2. Department Head – Math                  | 1,641 |
| 3. Department Head – Science               | 1,641 |
| 4. Department Head - Social Studies        | 1,641 |
| 5. Department Head – Arts (2 positions)    | 1,641 |
| 6. Department Head - Special Education     | 1,641 |
| 7. 9th Grade Advisor                       | 684   |
| 8. 10th Grade Advisor                      | 684   |
| 9. 11th Grade Advisor                      | 684   |
| 10. 12th Grade Advisor                     | 1,355 |
| 11. Fall Play                              | 684   |
| 12. Musical                                |       |
| Director of Music                          | 684   |
| Director of Drama                          | 684   |
| 13. Vocal Music                            | 1,020 |
| 14. High School Band                       | 3,941 |
| 15. Annual (Yearbook)                      | 1,692 |
| 16. Club Sponsors ( 20 total)              | 684   |
| 17. Weight Room Supervisor (each semester) | 1,020 |
| 18. Student Council Advisor                | 1,355 |
| 19. High School Honor Society              | 1,355 |
| 20. School Improvement Chairperson (HS)    | 1,355 |
| School Improvement Chairperson (CCHS)      | 678   |

#### Middle School

|                               |       |
|-------------------------------|-------|
| 21. 7th & 8th Grade Band      | 1,185 |
| 22. 7th & 8th Grade Choir     | 856   |
| 23. 7th & 8th Grade Musical   |       |
| Director of Music             | 684   |
| Director of Drama             | 684   |
| 24. 5th & 6th Grade Band      | 856   |
| 25. Department Head – English | 1,185 |
| - Special Ed                  | 1,185 |

|  |       |
|--|-------|
| - Science  | 1,185 |
| - Math   | 1,185 |
| - Social Studies                                       | 1,185 |
| - Unified Arts   | 1,185 |
| - Reading  | 1,185 |
| 26. Student Council - 5th & 6th Grade                  | 1,020 |
| 27. Student Council - 7th & 8th Grade                  | 1,020 |
| 28. Honor Society - 5th & 6th Grade                    | 684   |
| - 7th & 8th Grade                                      | 684   |
| 29. Middle School Paper                                | 684   |
| 30. Club Sponsors                                      | 684   |
| 31. Intramurals  | 856   |
| (Maximum 25 positions combined clubs and intramurals). |       |
| 32. School Improvement Chairperson                     | 1,355 |

### **Academic Teams**

|  |       |
|--|-------|
| 33. Interscholastic Chess, Grades 5-12 | 1,797 |
| 34. Quiz Bowl - 7th & 8th Grade        | 684   |
| - 9th & 12th Grade                     | 1,797 |
| 35. Science Olympiad 9 – 12 Grade      | 1,797 |

### **All Schools**

|                            |       |
|----------------------------|-------|
| 36. K-12 Music Coordinator | 1,641 |
|----------------------------|-------|

### **Elementary**

|   |       |
|---|-------|
| 37. Elementary Music (3 positions)            | 435   |
| 38. Elementary Clubs (6 per building)         | 684   |
| 39. School Improvement Chair (1 per building) | 1,355 |

NOTE: Requirements for Clubs and Intramurals are noted below and are the same at all levels:

Intramurals: minimum ten (10) participants, minimum 38 contact hours.

Clubs: minimum ten (10) participants, minimum 30 contact hours.

## Appendix B-4

### Athletics

The extra-curricular activity pay for athletics will be based on a percent of the B.A. base salary schedule up to a maximum of eleven (11) years of previous paid coaching experience in middle school, high school or college programs.

#### High School Boys

|                          |     |
|--------------------------|-----|
| Varsity Football         | 10% |
| Football Assistant (7)   | 6%  |
| Varsity Basketball       | 10% |
| Basketball Assistant (3) | 6%  |
| Varsity Wrestling        | 8%  |
| Wrestling Assistant (2)  | 6%  |
| Hockey                   | 8%  |
| Hockey Assistant         | 6%  |
| Varsity Track            | 7%  |
| Assistant Track (2)*     | 5%  |
| Cross Country            | 6%  |
| Varsity Baseball         | 8%  |
| Assistant Baseball (2)   | 6%  |
| Varsity Golf             | 6%  |
| Assistant Golf           | 5%  |
| Varsity Tennis           | 6%  |
| Assistant Tennis         | 5%  |
| Varsity Soccer           | 6%  |

Assistant Soccer 5%

Varsity Bowling 6%

#### High School Girls

|                            |     |
|----------------------------|-----|
| Varsity Basketball         | 10% |
| Assistant Basketball (3)   | 6%  |
| Varsity Softball           | 8%  |
| Assistant Softball         | 6%  |
| Varsity Track              | 7%  |
| Assistant Track (2)*       | 5%  |
| Cross Country              | 6%  |
| Golf                       | 6%  |
| Assistant Golf             | 5%  |
| Varsity Tennis             | 6%  |
| Assistant Tennis           | 5%  |
| Varsity Volleyball         | 7%  |
| Assistant Volleyball (2)   | 5%  |
| Varsity Soccer             | 6%  |
| Assistant Soccer           | 5%  |
| Varsity Cheerleading (F)   | 5%  |
| Assistant Cheerleading (F) | 4%  |
| Competitive Cheer (W)      | 5%  |

Asst. Competitive Cheer (W) 4%

Varsity Bowling 6%

\*The number of coaching positions will be determined by the school administration.

## Middle School

Middle school interscholastic coaching assignments will be paid at 4% for non-teaching staff coaches and 5% for Clio teaching staff coaches.

7th Grade Basketball, Boys

8th Grade Basketball, Boys

7th Grade Basketball, Girls

8th Grade Basketball, Girls

\*7th & 8th Grade Track & Field (3 positions max.)

\*7th & 8th Grade Wrestling (2 positions max.)

\*7th & 8th Grade Volleyball (2 positions max.)

\*7th & 8th Grade Softball (2 positions max.)

\*7th & 8th Grade Baseball (2 positions max.)

\*7th Grade Football (2 positions max.)

\*8th Grade Football (2 positions max.)

7<sup>th</sup> & 8<sup>th</sup> Grade Cross Country (Boys and Girls combined. Two coaches if more than 18 participants)

OR

7<sup>th</sup> & 8<sup>th</sup> Grade Cross Country (Boys and Girls combined. 6% if more than 15 participants)

7th & 8th Grade Sideline Cheer (F)

7th & 8th Grade Competitive Cheer (W)

\*The number of coaching positions will be determined by the school administration.

## Appendix C

### Professional Standards

A. The Board and Association recognize that the professional standards in this Article are considered to define acceptable criteria of professional behavior.

B. Preamble

The educator accepts the responsibility to adhere to the highest ethical and professional standards. The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. These standards provide a benchmark by which to assess conduct.

C. Principle I - Commitment To The Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator . . .

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly . . .
  - a. Exclude any student from participation in any program.
  - b. Deny benefits to any student.
  - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

#### D. Principle II - Commitment To The Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator . . .

1. Shall not in application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

## Appendix D

### School Improvement/Accreditation

The Clio Education Association and the Clio Board of Education support the School Improvement Process as defined by the Michigan State Board of Education:

"A collaborative process through which the staff identifies strengths and weaknesses of the school program and uses that information as a basis for making positive changes in observable and measurable student outcomes."

This process will result in school improvement/accreditation plans which include:

1. A Mission Statement
2. Goals based upon student outcomes
3. Curriculum based upon goals
4. Evaluation processes
5. Staff development
6. Site-Based Decision Making
7. Input from board members, administrators, teachers, other school employees, pupils, parents and other residents.

Decisions in school improvement will be site-based. Site-Based Decision Making is a joint planning and problem-solving process that seeks to improve the delivery of quality education for students and the working environment for staff.

Site-Based Decision Making will deal with program assessment, curriculum review, standards of student performance, budgetary needs, staff development, and student outcomes. All those involved with implementing or defending a site-based decision will be involved in the decision-making process. Site-based decisions will not violate state law, school policy, or any master agreement.

Teachers in each building will elect their representative(s) to the district team and to the building teams. The Association president (or designee) will serve on the District School Improvement Team.

We encourage all staff members to be involved in school improvement/accreditation. Participation outside the regular working day will be voluntary and compensated according to the provisions of the District School Improvement Plan.

## Appendix E

### Letter of Agreement Medical Insurance Committee

The Parties recognize the importance of health insurance in relation to quality of life, teacher recruitment, and teacher retention.

**Therefore**, the following is hereby agreed:

1. A Medical Insurance Committee will be formed not later than September 15, 2005, comprised of a mutually agreed number of representatives of the Associations and the Administration including one (1) co-chair appointed by the Clio Education Association and one (1) by the Administration;
2. This Committee will review the ten-year trends pertaining to medical insurance costs, the Consumer Price Index, and other pertinent data;
3. The Committee's role is to present a report containing information to the Board and the Associations' leadership no later than May 15<sup>th</sup> of each year during this agreement.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date