# CLINTONDALE EDUCATION ASSOCIATION

## MEA-NEA, LOCAL 1

# MASTER AGREEMENT

## CLINTONDALE COMMUNITY SCHOOLS

## BOARD OF EDUCATION

## 2025 - 2028

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## PREAMBLE

This Agreement entered into this 18th day of February 2026 between the Board of Education of the Clintondale Community School District (the “District”), Macomb County, Michigan (the "Board") and MEA-NEA Local 1, (the "Association"), an affiliate of the Michigan Education Association (the "MEA") and the National Education Association (the "NEA").

1. The Board and the Association recognize and declare that providing a quality education for the children of Clintondale is their mutual aim and that the character of such education depends upon the quality and morale of the teaching services.

2. The members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards.

3. The Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., to bargain with the Association as the representative of its teaching personnel as to wages, hours, and other terms and conditions of employment.

4. The parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, the parties agree as follows:

## ARTICLE I - RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative for all certified teacher personnel, including nonteaching professional staff, e.g.., social workers, Speech and Language Pathologists, and psychologists under contract, including those bargaining unit positions assigned to the Clintondale Continuing Education Center (CCEC) iCampus.

The bargaining unit also includes the following positions: Elementary Instructional Coach, Secondary Instructional Coach, Special Education Instructional Coach, Success Coach, Math Coach, Behavior Coach, College and Career Readiness Coordinator and Interventionist. Such representation shall exclude:

1. Superintendent
2. Assistant Superintendent
3. Principals
4. Assistant Principals
5. Athletic Director
6. Business Manager
7. Director of Curriculum
8. Director of Career and Technical Education
9. Substitute Teachers
10. Attendance Coordinator

11. Dean of Students
12. Human Resources Director
13. Director or Coordinator of Technology
14. Any Other Personnel Excluded by Law

*If the Director of Career and Technical Education and/or the Director or Coordinator of Technology serves as a classroom teacher for any part of the day, then that time as a classroom teacher is a bargaining unit position. It is further understood that the Director of Career and Technical Education shall have no evaluative responsibilities for teacher bargaining unit positions.

Currently there exist coordinators for vocational education, special needs, and adult education. The Board agrees to discuss with the Association any plan to upgrade these coordinator positions to director, prior to such time as such plan would be implemented. The adult education coordinator shall be responsible to one (1) immediate supervisor as designated by the Superintendent.

The term "Teacher" and the term “bargaining unit member” when used in this Agreement refers to all professional employees represented by the Association in the bargaining unit. Except as otherwise expressly stated in this Agreement, the term “Teacher” also includes “Nonteaching Professional Staff.”

The term “Nonteaching Professional Staff” refers to all professional positions in the bargaining unit that do not meet the definition of a teacher under the Michigan Teachers’ Tenure Act.

The Board agrees not to hire or compensate any teacher in any manner contrary to this Agreement.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE II - ASSOCIATION, BOARD, AND TEACHER RIGHTS

A. Board Rights. The Board retains all rights and powers conferred upon it by the Constitutions and laws of the State of Michigan and of the United States, including the right to manage the school system, establish curriculum content, hire, transfer, assign, discharge, or retain teachers in positions within the system, and to determine the methods, means, and personnel to operate the system, to make reasonable provisions for the health, safety, and first aid of its employees, except as limited by the express provisions of this Agreement or the applicable laws of the State of Michigan or the United States. The retention of these rights and powers, however, does not affect the right of the Association to negotiate these rights and powers insofar as they are negotiable.

B. Association Rights. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that professional employees of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging

in collective bargaining or negotiation and other concerted activities for their mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board 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 as to all aspects of employment or use of employee services by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise as to any terms or conditions of employment, as agreed to in this Master Agreement.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan Revised School Code or other applicable laws and regulations. The rights granted to teachers in this Agreement shall be deemed to be in addition to those provided elsewhere.

D. There shall be duly-designated Association representative(s) (Building Representative) for each building to be selected in a manner determined by the Association. The identity of each Building Representative shall be certified in writing to the Board or its representative.

E. The Association and its representatives shall be permitted to conduct official business on school property at reasonable times, provided that the leaving of one's building has been cleared through building administrators providing there is no interference of school operations. The Board shall provide office space if feasible.

F. The Association shall have the right to use school equipment at reasonable times so long as it does not interfere or inhibit regular school use. The Association will supply its own materials.

G. The Association shall have the right to bulletin board space and mail facilities in each building.

H. The Board agrees to make available for examination and for copy, by an authorized representative of the Association, all material that has been prepared regarding the financial resources and tentative budgetary requirements and allocations of the District. Further, the Association agrees to furnish or make available for copy to the Board upon request, any information in its possession, not of confidential nature, the Board needs for the purposes of collective bargaining that is not otherwise readily available to the Board.

I. The rights granted in this Agreement to the Association shall not be granted or extended to any competing labor organization, except as otherwise required by law.

J. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is 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.

K. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any supplemental amendment or agreement is not binding upon either party unless executed in writing by the parties.

L. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals as to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

M. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. The Board shall not solicit execution of any individual contract at such time or in such manner that constitutes an unfair labor practice under the Michigan Public Employment Relations Act.

N. The Association and its representatives shall have the right to use school buildings upon notification, excluding the Central Office, at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge.

## ARTICLE III - PAYROLL DEDUCTIONS

A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make timely 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 – TEACHERS' SCHOOL DAY

A. The regular school day for teachers shall not exceed seven and one-quarter (7 1/4) consecutive hours. The regular teachers' school day will begin not less than ten (10) minutes before the start of the students' day and will end no earlier than ten (10) minutes after the end of the students' day, and will include classroom instruction time, planning and conference time, general supervision of students' time, lunch time, and travel time (for those who teach in more than one building in one day).

If the Middle School uses the "Teamed" Concept of teaching, each teacher shall be assigned only five (5) teaching periods, a Team planning period, and a

personal planning period per day. In that case, the September 1986 Letter of Intent (Middle School Preparation Period/Reporting Time), shall be considered invalid.

The personal planning period in the Middle School at the end of the day may be taken at home and the teachers may leave ten (10) minutes after the students are dismissed. In an attempt to reduce the planning period deficiency, the staff and building administrators will meet to discuss the possibilities involved in working out a solution. (Per August 5, 2003 Letter of Clarification Middle School Teachers' Day.)

If the Middle School uses a traditional concept of teaching or reverts from the "Teamed" concept to a traditional concept, each teacher shall be assigned five (5) teaching periods per day. In that case, the September 1986 Letter of Intent (Middle School Preparation Period/Reporting Time), shall be considered valid.

The Board agrees to schedule a five (5) teaching period day for teachers in the High School.

The preparation/conference period will be equivalent in length to a normal class period at the High School and Middle School. There will be a daily forty-five (45) consecutive minute preparation period at the Elementary Schools. This Elementary preparation period will be scheduled, in most instances, at the end of the teachers' contact time with students.

These teachers may leave ten (10) minutes after the students' dismissal rather than remain in school to complete their scheduled preparation period at the end of the school day. Teachers with a preparation period at the start or end of the school day must be onsite. The teacher may sign out during his/her preparation period. Due to increased instructional time at the Elementary Schools/Middle School and an inability to provide a full planning period at the Middle School, these teacher days will coincide with the student day. It is not the intention of the Board, however, in making these allowances to interfere with the ability of the principal of the school to schedule staff meetings and parent conferences during the regularly scheduled preparation periods.

The duty-free lunch period will not be less than thirty (30) minutes for all teachers.

No teacher shall be required to supervise more than one (1) of the two (2) recess periods.

B. Consultants (all counselors, social workers, psychologists, teacher consultants, speech-language pathologists, and all other CEA bargaining unit positions) will receive preparation/conference time comparable to other classroom teachers working at their grade level.

C. Any teacher who agrees to cover a class or portion of a class during his/her regular school day shall be paid in addition to his/her regular salary (See Appendix B-4 – Salary Schedule for Special Areas) the amount of Eleven Dollars and Twenty-five cents ($11.25) for each fifteen (15) minute segment; and any teacher who teaches any class in addition to his/her regular salary (Appendices B-4) an amount equal to one-sixth (1/6) of said salary.

D. Teachers shall not be required to attend more than three (3) evening meetings per year not to exceed two (2) hours. Evening parent/teacher conferences shall be classified as evening meetings. There is a maximum of two (2) parent/teacher conferences and meet the teacher/curriculum night is not considered a parent/teacher conference.

E. Teacher specialists, who will be made available a minimum of thirty (30) minutes per class per week to assist elementary teachers, shall be defined as teachers who instruct the entire class in a specific subject, such as art, vocal music, reading, physical education, and library skills.

In order to comply with the State mandated increase in instructional number of school days commencing with the 1999-2000 school year, it is agreed that a 30 hour per week (based on normal 5 day school week) and 181 day per year elementary teacher/student contact schedule will be maintained by the hiring of three (3) elementary teacher specialists on or before the 1999-2000 school year.

Elementary classroom teachers will consult with teacher specialists for the teaching and utilization of necessary skills and activities to be taught. Classroom teachers shall not be expected to remain in the classroom with the specialist. The teacher is expected to return to the classroom prior to the end of the special activity.

F. A teacher engaged during the school day in any grievance hearing or arbitration shall be released from regular duties.

G. Teachers may be required to attend a faculty meeting one half (1/2) hour before the school day begins or one-half (1/2) hour after the school day ends each week or one (1) hour every two (2) weeks. Teachers will be given a minimum of two (2) days' notice of the intent to hold a one (1) hour faculty meeting unless an emergency dictates otherwise.

H. At the discretion of the appropriate secondary school principal, the work year for secondary school counselors may be extended by up to a total of ten (10) workdays before the start and end of the school year. Counselors who provide this extra work will receive additional compensation at their per diem rate.

I. CLASS PERIOD – SECONDARY - A teacher may be assigned to provide instruction in more than one (1) course in the same class period, subject to the following terms:

1. This provision applies only to the following subject areas: CTE (Culinary Arts, Media/Digital Arts, Performing Arts) and World Languages;
2. A teacher will not be assigned to provide instruction in more than two (2) courses within one (1) class period;
3. If two (2) courses are scheduled within one (1) class period, those courses shall be within the same curriculum area;
4. A teacher assigned an additional course within the same class period will receive $1,200 per semester for each additional course.

## ARTICLE V - SPECIAL EDUCATION

A. Any teacher who believes that a student may qualify for special education services, may refer that student to the Child Study Team.

B. All IEP Committee members will be notified of the Committee meetings one week in advance of the meeting, and those meetings shall be held at a time when all Committee personnel can attend.

C. The Board will make a reasonable effort to provide a designated room in each school building for the use of the Special Services staff during their scheduled visits to the building.

D. For each student receiving special education services, a classroom teacher will be provided with a copy of the student's accommodations and any specialized needs.

E. The Board will provide training for regular education teachers receiving students with disabilities and all teachers having to serve medically fragile students. Teachers shall not be required to administer tracheotomy, suctioning, clean intermittent catheterization, tube feeding, medications, or give injections to students. Teachers in grades K-12 shall not assist in the toileting of students.

F. The Board/Administration and the Association will appoint a standing committee to discuss any unique situations which may develop as a result of inclusive education for special education students.

G. Decisions regarding District applications for a waiver(s) from the Department of Education's administrative rules will be discussed with the Association and bargaining unit members whose jobs will be affected by the waiver(s).

The decision to request a waiver(s) will take into consideration factors such as student performance and quality of services, parental/community support, and employee working conditions.

Upon request, the District will provide the Association with reasonable documentation to support the necessity of any waiver request.

H. Speech and language pathologist student caseload shall not exceed sixty (60) students or the MARSE rules, whichever is greater. If the student caseload is

exceeded for more than twenty (20) school days in any one fourth (1/4) of the school year, the affected speech and language pathologist will be compensated at a rate of two-hundred and fifty dollars ($250) per student. The overload payment will be made at the end of each quarter of the school year.

I. Special education elementary resource room students caseload shall not exceed eighteen (18) different students or the MARSE rules, whichever is greater. If this student caseload is exceeded for more than twenty (20) school days in any one-fourth (1/4) of the school year, the affected special education resource room teacher will be compensated at a rate of two-hundred and fifty dollars ($250) per student. The overload payment will be made at the end of each quarter of the school year.

J. Special education secondary resource room students caseload shall not exceed twenty (20) different students or the MARSE rules, whichever is greater. If this student caseload is exceeded for more than twenty (20) school days in any one-fourth (1/4) of the school year, the affected special education resource room teacher will be compensated at a rate of two-hundred and fifty dollars ($250) per student. The overload payment will be made at the end of each quarter of the school year.

K. Teacher consultant active student caseload shall not exceed twenty-five (25) students or the MARSE rules, whichever is greater. If this active student caseload is exceeded for more than twenty (20) school days in any one-fourth (1/4) of the school year, the affected consultant will be compensated at a rate of two-hundred and fifty dollars ($250) per student. The overload payment will be made at the end of each quarter of the school year.

## ARTICLE VI - TEACHING CONDITIONS

A. Class Size. The Board shall strive toward ideal classroom student-teacher ratios. In determining such ratios, the Board shall consider among the pertinent factors:

1. Teacher effectiveness including individual attention, multi-learning activities, span of control, parent-teacher communications, clerical burden, available work stations, and flexible groupings;

2. Physical design of classrooms, including room size, the flexibility of the room and facilities for vision, hearing and group work, health and safety;

3. Personnel supply, including availability of qualified personnel for classroom and special areas for curriculum at the time of need;

4. The financial status of the District.

The desired goal is thirty (30) secondary students and twenty-eight (28) elementary students per class, except choir, band, physical education, homeroom, study hall, and keyboarding classes. The desired goal for

kindergarten through third grade elementary is twenty-seven (27) students per class.

Class size limits shall be:

Secondary, Grade 6-12 for all subjects except Social Studies and English:
37 students

Secondary, Grade 6-12 Social Studies and English: 36

Elementary Grade 4-5: 34 students

Elementary Grade K-3: 33 students

Elementary K-5 Split Class: 33 students

The maximum number of students permitted in a classroom shall not exceed the desired goal by twenty (20%) plus one (1) student except for secondary social studies and English classes which shall not exceed the desired goal by twenty (20%) percent.

At such time as any other class size exceeds twenty (20%) percent over the desired class size including split classes for more than twenty (20) school days in any one fourth (1/4) of the school year, except choir, band, physical education, homeroom, and study hall classes, the affected teacher shall be paid the sum of two hundred fifty ($250.00) dollars per student.

At such time as the desired class size objective is exceeded by ten (10%) percent, the involved principal, teacher, Association and Board representative shall meet to explore methods to relieve the situation. Agreed to changes shall be put into effect before the limit is exceeded by twenty (20%) percent. The maximum number of students permitted in a secondary classroom shall not exceed the desired goal by twenty (20%) percent.

The Board and the Association recognize that split classes are generally undesirable. Where it is deemed that a transfer of students from one teacher to another may be desirable, said transfer will be made only after consultation with the teachers involved. If a split is created, the Association and the Board will meet with the administrator and the teachers in the affected building to determine the configuration of the class based upon the best interest of the students, parents, and District. This means our maximum class size K-3 will be 33 and at grades 4-5 it will be 33.

It is the intention of the Board to comply with the Macomb ISD Requirements, State law and mandatory regulations of the State in establishing class sizes for all Special Education class rooms. Should such limits be exceeded, a correction will be made within forty-five (45) days of such date.

B. The Board agrees to keep the schools reasonably equipped and maintained.

C. The Board agrees to provide a professional library, centrally located, with bibliographies available in each building.

D. The Board agrees to continue to provide duplicating, and computer access for the use of teachers in the preparation of instructional materials.

E. The Board shall provide areas for teachers to safely store valuables.

F. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provisions for such facilities will be made in all future buildings.

G. Telephone facilities will be available for faculty use. A teacher, upon request, will be able to use a phone that is so located so as to guarantee the confidentiality of the nature of the call.

H. Teachers shall have the right to install and maintain vending machines in the faculty lounges. The Board will have no liability for the machines or control over the proceeds from such machines.

I. Adequate off-street assigned parking facilities will be provided and properly maintained for teacher use.

J. Teachers will not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being.

If there is an immediate danger, the teacher will consult with the principal. If the teacher and principal do not agree as to the immediate danger and need for action, the teacher will consult with the building representative. If the building representative and the teacher agree on the need for immediate action, they may immediately consult with Central Office without fear of reprisal.

K. Policies affecting attendance, record keeping, and report cards shall be reasonably uniform at each appropriate instructional level throughout the District; provided, however, that this does not preclude the administration from utilizing trial procedures from time to time.

## ARTICLE VII - DEPARTMENT CHAIRPERSONS

Any department organized and authorized as a department by the school principal shall select a department chairperson. If the department fails or refuses to select a department chairperson, the principal may appoint a chairperson for the Department. Chairpersons will serve for one (1) year. Chairpersons will not have supervisory authority or responsibility. In the event that there are less than four bargaining unit members within a Department (Grade 6-12), there shall be no Department Chair.

## ARTICLE VIII - PROFESSIONAL QUALIFICATIONS, ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Assignment - No later than the last student report day, every teacher shall be given written notice of his/her assignment for the forthcoming school year, such notice shall designate building, grade level and/or department(s) where applicable. For secondary bargaining unit members, such notice shall also include a listing of probable courses to be taught and/or department. For elementary teachers, such notice shall include building(s), grade(s), and/or courses to be taught. For other bargaining unit members, such notice shall include work locations and schedule. Whenever possible, bargaining unit members will be retained in their current assignment. Final determination rests with the BOARD.

B. Placement/Assignment - Decisions regarding the placement and/or assignment of teachers shall be made on the basis of the best interest of the District, as well as the certification, qualifications, and overall effectiveness rating category of each respective teacher.

1. Length of service or tenure shall be used as a tiebreaker if a decision regarding placement and/or assignment of teachers involves 2 or more employees and all other factors distinguishing those employees from each other are equal.

2. Qualifications shall be defined to include, an individual's: areas of certification, type of degree attained (major, minor or area(s) of focus), relevant previous experience, relevant classes or training, or any other facts stated in this Agreement which places conditions upon the placement and/or assignment of teachers.

3. Assignment of teachers is within the discretion of the superintendent or administrative designee to place teachers in what it deems is in the best interest of students. Assignment shall be made by the superintendent on the basis of the following factors:

    a. The teacher's prior year evaluation. Teachers within an evaluation category shall be considered equal regardless of the final evaluation score.
    b. The teacher's number of years teaching in the grade level or subject area within the district, in addition to the recency of the teacher teaching the subject area or grade level.
    c. Whether the teacher was on an individualized development plan ("IDP") in the previous school year or the last time the teacher taught the subject area or grade level.
    d. The teacher's discipline history.

e. The teacher's attendance history, excluding absences allowed pursuant to state or federal law and up to a maximum of the annually allotted leave days provided in Article X.
f. Relevant and specialized training.

4. It is the teacher's sole responsibility to maintain his/her certification and to promptly provide written documentation of the certification, endorsement, and/or qualification status to the Human Resources Department.

5. All teachers shall be given written notice of their tentative schedule for the forthcoming year as soon as practicable. Teachers affected by assignment changes after such dates shall be notified as soon as practicable.

   a. The District shall determine the number of positions needed for each school year.
   b. The District shall determine the qualifications/certifications for each position, in compliance with relevant law. Requests for assignment for the upcoming school year must be made in writing to Human Resources prior to May 31 via the Assignment Request Form
   c. A classroom teacher may apply for assignment to another classroom position for which he/she is properly certificated and qualified.

6. All professional staff assigned to a building full time (except special services personnel) will be responsible to their assigned administrator(s). Special services and vocational education personnel will be responsible to one administrator.

7. The Board will provide written notification of any change in the employment status of bargaining unit personnel and the effective date of hire for any bargaining unit personnel to be covered by this Agreement at such time as said status becomes effective by Board approval.

8. The District will pay the cost of fingerprints for all current teachers. New hires will be responsible for fingerprint costs.

C. Shared Time Teaching Assignment: Teachers may volunteer for job sharing by application to the Human Resources Office and upon administrative approval, share a teaching assignment.

To make this partnership educationally sound, shared time will require special scheduling, administrative support, and effective communication.

The Association and the Board agree that:

1. A job-sharing teacher will receive one-half (1/2) of his/her regular salary (See respective Salary Appendix) of the Agreement, full cost of living

adjustment on one-half (1/2) of his/her regular salary and twelve (12) half (1/2) days of personal leave.)

2. A job-sharing teacher will select from the insurance protection program, a package of benefits not to exceed one-half (1/2) the cost of the total benefits package for a teacher who carries Plan A, and LTD, Life Insurance, and Vision.

3. Job-sharing teachers will receive a full year's credit on the seniority list and salary schedule. The shared position must be applied for by March 15 each year for the following school year.

   If one of the teachers is unavailable or unable to fulfill his/her assigned responsibilities in a shared time teaching assignment, the affected shared time teaching assignment may be abandoned by the administration, and the remaining shared time teacher may elect assignment to the full-time position or lay-off.

   Denial of such requests will not be subject to the grievance procedure.

D. Extra Assignment – Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendices B, and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the District. Others holding such assignments will be employed on an “AT-WILL” basis.

E. Reassignment – Reassignment shall be defined as: (1) reassignment to a different building; (2) elementary – reassignment to a different grade; (3) secondary – reassignment of majority of subject matters taught or reassignment to another department. After notice of assignment given by the last student report day, no reassignments as defined above shall be made without the consent of the teacher, except in cases of emergency, or to prevent undue disruption of the instructional programs, or for changes in staff requirements due to shifts in student distribution. The Superintendent shall notify the affected teacher and the Association, in writing, for reasons for such reassignment. If the teacher objects to such reassignment, s/he may submit the dispute for resolution through the grievance procedure, but only on the question of the reasons for such reassignment, or s/he may resign his/her position, in good standing, within ten (10) days of the notification of reassignment.

F. Notice and Filling of Vacancies

1. Definition – A vacancy shall be defined, for purposes of this Agreement, as a position within the bargaining unit presently unfilled that the District intends to permanently fill, excluding positions that are held by teachers who are on paid contractual or medical leave. The parties recognize that bargaining unit

members may otherwise have a right of return to a position within the District as provided in this Agreement or by law.

2. The BOARD has the sole discretion, consistent with other terms and conditions of this contract, to eliminate bargaining unit positions.

3. Notification of Vacancies and Application
   a. Whenever any bargaining unit position is permanently vacated or when a new bargaining unit position is established, the BOARD shall post the vacancy on the District's website and send the posting, by email, to all bargaining unit employees. Vacancies shall remain posted at least two (2) days before being filled.
   b. If the posting is for a job that is new to the District, then a sufficient description of the job content shall be included in the posting.
   c. Bargaining unit members may apply for such positions by submitting an e-mail of interest to the Human Resources Office.

4. Vacancies may be filled by a certified and qualified internal or external candidate subject to the Layoff and Recall provisions of this Agreement.

5. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, declare a policy of actively seeking minority group personnel.

G. Procedure for Transfer

1. Any teacher may notify the Human Resources Office of an interest in a transfer to any bargaining unit position. A list of anticipated available positions for the following school year will be provided to all bargaining unit members by May 31. Notice of interest in a bargaining unit position for the following school year may be submitted by a bargaining unit member to the Director of Human Resources via email.

2. The BOARD shall award transfer requests based on the criteria set forth in Paragraph B above.

3. Any bargaining unit member subject to reassignment or transfer without his/her consent, shall receive written notice of that reassignment or transfer. A bargaining unit member subject to reassignment or transfer may apply for tuition and materials reimbursement for any course or workshop he/she feels will enhance skills or background as it relates to their professional duties.

## ARTICLE IX – SENIORITY, CERTIFICATION, LAYOFF AND RECALL

A. SENIORITY. Teachers shall accrue seniority in the District from the date the teacher signs an employment contract with the District except as otherwise provided in this Agreement.* And, further provided that the Board approves such contract and that the teacher actually begins work in the District. Beginning

September 1, 1986, if two (2) or more teachers sign contracts on the same date, the time stamped on the contract shall determine seniority. Should two (2) or more teachers arrive at the Personnel Office at the same date and time to sign their contracts, said teachers' names will be drawn from a hat by the Association President or designee in the presence of the Superintendent or designee and listed for seniority purposes in the order the names were drawn.

(*Accrual of seniority shall be subject to this Agreement.)

Seniority shall be based on continuous employment with the District, and a teacher shall lose seniority if he/she resigns, retires, or is discharged from the District.

Teachers who are laid off shall continue to accrue seniority. A teacher who has refused recall to less than a full-time position shall continue to accrue seniority.

On or before March 1 of each year, the Board shall provide to the Association President one (1) seniority list including the names of all teachers in the bargaining unit. For informational purposes, the seniority list shall show the current certification and certificated endorsements of all teachers. It shall be the responsibility of each teacher to process all changes in their certification and to ensure that all updated certification information is forwarded to the District. This seniority list provision is subject to all of the provisions of this Article.

No administrator shall accumulate seniority in the bargaining unit for years of service as an administrator.

B. Change in Certification. Teachers who have completed additional credit courses resulting in a change in their Certification shall submit verification of such changes to the Personnel Manager on or before March 1 of each school year.

1. Such verification shall consist of the change in endorsement or endorsements from the State Department of Education, or

2. A letter from the college or university from which the additional credits were earned verifying successful completion of the course work and the recommendation for the change in certification, subject to confirmation and acceptance by the State Department of Education, or

3. A letter from the college or university from which anticipated additional credits will be earned prior to August 31, verifying the anticipated successful completion of the course work and the recommendation for the change in certification, subject to confirmation and acceptance by the State Department of Education. Such verification must be repeated by July 1, if anticipated change in certification is to be considered for the next school year.

C. Layoff. In the event that there is a reduction of positions, the following procedures will be followed:

1. When it is determined by the Board of Education that it is necessary or desirable to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a position or reduction in the bargaining unit member's FTE, staffing decisions shall be based on retaining effective teachers.

2. Educator effectiveness shall be based upon the most recent year-end performance evaluation. Bargaining unit members within an evaluation category (effective, developing, needing support) shall be considered equal regardless of final evaluation score.

3. Reductions in staff or programs shall be processed after reviewing staff reassignments as well as returns from leave.

4. Notice of discontinuance of service shall be given to teachers affected by reductions in personnel and/or programs before June 30 of the school year preceding the year in which such discontinuance of service shall become effective.

5. Nothing in this agreement precludes the BOARD from making reductions in personnel or programs at any time provided however, the BOARD must provide 30 calendar day notice prior to the effective date of the layoff. The BOARD shall make efforts to avoid layoffs mid-year.

6. The BOARD shall provide 5 calendar day notice to the Association President or designee of any layoff prior to notification to the bargaining unit member of layoff.

D. Personnel decisions under these provisions, including layoff and recall, shall be made on the basis of the best interest of the District as well as the Certification, and Qualifications, effectiveness of each respective educator, and length of service as a tie breaker as defined in Article VIII, Paragraph B.

E. Reductions in staff will occur in the following order ("Layoff Order"):

1. Educators rated Ineffective (or Needing Support after July 1, 2024) on their most recent Year-End Performance Evaluation.
   a. The qualifications and factors set forth in Article VIII, Paragraph B.
   b. If one or more educators are still tied, the least senior educator (as defined by district seniority) shall be chosen for layoff.
2. Educators rated Minimally Effective (or Developing after July 1, 2024) on their most recent Year-End Performance Evaluation, provided there are qualified educators rated Effective to assume the remaining positions/assignments. Tiebreakers at this evaluation level shall follow the procedure as described in this Paragraph, Section 1 above.
3. Educators rated Effective on their most recent Year-End Performance Evaluation, provided there are qualified educators rated Effective to assume the remaining positions/assignments. Tiebreakers at this evaluation level

shall follow the procedure as described in this Paragraph, Section 1 above. Bargaining unit members within an overall evaluation rating (effective, developing, needing support) shall be considered equal.

F. The Board shall give written notice of layoff or recall from layoff by sending a letter via school email and a letter at their last known address. A copy of this letter shall be emailed to the Association president.

1. It shall be the responsibility of the teacher to notify the Board of any change in address.
2. It is the teacher's sole responsibility to maintain his/her certification and to promptly provide written documentation of the certification, endorsement, and/or qualification status to the Human Resources Department.

G. A teacher on layoff is precluded from applying for any leave of absence except the following:

1. a Child Care Leave of Absence, not to exceed the remainder of the semester, provided the teacher applies 30 days prior to the commencement of the leave or acquisition of custody of child. This leave can be extended one (1) year as provided in Article XIII, Paragraph C.
2. Military leave as provided in Article XIII, Paragraph B.

H. Bargaining unit members enrolled in Board provided insurance at the time of layoff, shall have continuation of Board provided insurance through the summer recess (August 31) to be paid by the Board for layoffs that occur at the end of the school year. For layoffs that occur during the school year, bargaining unit members shall have continuation of Board provided insurance through the end of the month of the effective date of layoff. The Board and the bargaining unit member's contribution to the cost of insurance shall be the same as prior to the notice of layoff.

Recall

When it is determined by the Board that it is necessary to conduct a recall from a staffing or program reduction that resulted in the elimination of a position, or in hiring after a staffing or program reduction resulting from, the following procedures shall be followed:

A. Recall of all educators shall be in the reverse order of layoff;
B. Notice of recall shall be sent by certified mail to the employee's last known address on file with the Human Resources Department, in addition to an email to the educator's personal accounts. A copy of this email shall be sent to the Association President.
C. In order to be eligible for recall, the educator must:
    1. have maintained a current address, personal email, and telephone number with the Human Resources Department
    2. have notified the Human Resources Department in writing or by electronic mail of any changes, lapses, or expirations, or anticipated changes in certification, endorsements, majors, minors, and/or licenses. Such notice

must be given prior to April 1 if the information is to be used in determining recall or return rights for the following school year.

3. have the current necessary certification and qualifications to assume the position/assignment at the time the recall offer is made. Educators who do not possess the physical ability to assume a vacant position/assignment, shall continue to remain on layoff subject to the conditions contained herin.
4. Have notified the Human Resources Department in writing or by email within 10 calendar days of receipt of a written offer of a recall by the BOARD that he/she accepts the recall or resign in good standing.

D. If there are bargaining unit positions that are newly created and/or vacant, laid off bargaining unit members who are certified and qualified or licensed for the position(s) will be given the first opportunity to fill such positions except for bargaining unit members who received an evaluation rating of needing support on their most recent evaluation prior to layoff. Notification shall be given to all laid off bargaining unit members and to the Association President. The vacancy(ies) shall be filled according to Article VIII, Paragraph B Placement/Assignment procedure.

E. The District, as it reinstates programs, shall post the positions as they are established, listing the necessary certifications and qualifications.

F. In no event shall these provisions be applied in such a manner than an educator who has been rated Ineffective (or Needing Support after July 1, 2024) or Minimally Effective (or Developing after July 1, 2024) on his/her most recent Year-End Performance Evaluation shall be recalled before an appropriately certified educator who is rated as Effective or Highly Effective on his/her most recent Year-End Performance Evaluation.

G. Educators shall possess district seniority and recall rights for up to two (2) years from the date of layoff or for a period of time equal to the time they were employed in the bargaining unit, whichever is less.

H. Educators on leaves of absence will be given notice of layoff if they were scheduled to return to work, but no position exists because of a layoff. Such educators shall be placed on the recall list and given notice of recall consistent with these provisions.

I. Nothing contained in this Article shall obligate the Board to alter schedules to facilitate the recall of teachers after the first day of student classes.

J. The ASSOCIATION shall be notified before the recall is made. To remain on the seniority list, a teacher on layoff status must notify the Human Resources Office in writing by April 1 of each year, of his/her desire to remain on the seniority list and must provide the Human Resources Office with a current mailing address.

K. A laid-off teacher shall be considered on layoff status unless recalled by the BOARD, or unless the teacher resigns or fails to respond in writing within ten (10) calendar days of the receipt of a written offer of a recall by the BOARD except where there is an offer of a position of less than a full year or less FTE than the position from which they were laid off. In such case, the teacher may refuse recall without loss of future recall rights. Such written offer by the BOARD shall be by certified or registered mail, return receipt requested, to the teacher's last known address and via email as it appears on the BOARD's records.

## ARTICLE X - ILLNESS OR DISABILITY

A. Personal Leave Days. Each teacher shall be entitled to a total of twelve (12) personal leave days with full pay each school year to be used for the reasons of illness or personal business. Personal leave days are to be used for personal business where there is a personal need, duty, or obligation to conduct personal business which cannot be conducted on a day other than a school day, but personal leave days may not be used for such purposes as extended vacations or recreation. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in case of emergency or personal illness.

1. Leave days shall be earned; provided, however, a teacher shall be credited with his/her allotment of leave days at the beginning of the school year. In all cases, where a teacher leaves or terminates his/her service to the District, his/her leave days for the year shall be prorated to his/her service and any leave days used in excess of days earned will be deducted from the teacher's pay. Suspected abuse of personal leave shall be reported by the Superintendent to the Association for investigation, within five (5) days of the suspected abuse. The Association will report its findings and recommendations in writing to the Superintendent.

2. Advance notice of the necessity for such leave shall be given to the Superintendent or designee as soon as possible.

3. Any teacher who does not use seven (7) or more of his/her twelve (12) personal leave days in the current year for the combined purpose of personal leave and cash-in shall be entitled to use not more than two (2) of their next year's earned personal leave days for any purpose, provided that advance notice for the use of these days must be given in writing to the Human Resources Director not less than thirty (30) calendar days prior to said use, and provided further that not more than ten (10) teachers shall be eligible for the use of said days on any given date.

4. Bereavement Leave – Each teacher shall be entitled to up to two (2) paid leave days for the death of an immediate family member. For purposes of this provision, immediate family member shall be defined as: spouse, parent, sibling, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law and shall include step relations of the above.

Each teacher may reserve these days to use within three (3) months of the death. Upon request, the teacher shall provide evidence of the death.

B. Extended Leave. Any teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave and benefits available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon written request from the teacher.

C. The number of accumulated personal leave days shall be communicated to each teacher, in writing, in the months of December and May. At all other times such information shall be available from the school principal's secretary.

D. A maternal disability which results from a pregnancy, childbirth, miscarriage, or recovery therefrom, shall be treated in the same manner as any other disability.

E. Teachers will not be charged sick leave due to absence from their jobs for reason of illness definitely established as contracted as a result of their employment, from the following list:

| | | |
|---|---|---|
| Mumps | Scarlet Fever | Conjunctivitis |
| Measles | Impetigo | Scabies |
| Chicken Pox | Rubella | Ringworm |
| Head Lice | | |

A physician's statement shall be submitted.

COVID-19 with a written statement from the health department or a qualified health care provider of a dated positive COVID-19 test result (not self-administered) or a dated written order to isolate/quarantine due to COVID-19.

F. Communicable Diseases. If the Board authorizes the development or subsequent revision of Board policies dealing with communicable diseases, the Employer will provide the Association, prior to adoption or implementation, notice and opportunity to bargain on said policies as they impact the working conditions and health and safety of bargaining unit members.

Paragraph "F" shall not set a precedent in future proceedings or negotiations.

G. Family and Medical Leave Act. The Board will grant up to twelve (12) weeks of Family and Medical Leave during any (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA).

For example, if an employee used four weeks of FMLA leave beginning March 1. 1997, and eight beginning September 1, 1997, the employee would not be entitled to any additional FMLA until March 1, 1998. On March 1, 1998, the employee would be entitled to another 12 weeks of FMLA leave.

All FMLA requests for such leave will be made to the Human Resources Director. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days' notice, the employee must give as much notice as is practicable.

Proper certification of the reason for the leave must be provided. An employee may be required to use all available personal leave time for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to the same or equivalent position held prior to the leave consistent with the FMLA. Applicable leaves of absence shall run concurrently with FMLA leave.

## ARTICLE XI - PROFESSIONAL, PERSONAL, AND ASSOCIATION LEAVE

A. Teachers from time to time may request permission to attend a conference, workshop, seminar, or visitation. Permission to attend must be secured from building administrators and administrator in charge of curriculum. These days will not be deducted from personal leave days.

B. The Board will approve up to twenty-two and ½ (22.5) days of professional leave for Association activities at full pay per school year. Seven and ½ (7.5) additional days shall be granted, provided the Association reimburses the District for the full cost of required substitutes. In addition, the Board shall provide thirteen and ½ (13.5) days of professional leave for the District Association President at full pay per school. As required by law, the Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services (ORS) for this Association release time. Reimbursement shall be paid upon the District's submission to the Association of the proof of payment to ORS. The Association agrees to notify the Board no less than forty-eight (48) hours before the date of the intended use of leave days. This time limit for notification may be waived with mutual consent of the Board and the Association.

It is further understood that the Association may at the request of the President use up to three (3) of these days on any given date by merely calling the switchboard sick leave number prior to 6:30 A.M., on the date requested.

C. For the remainder of the 2025/2026 school year, the Board shall provide the Association President one-half (1/2) day (three class periods) release time per school day with full pay and fringe benefits. For the 2026/2027 school year only, the Association President, at his/her option, will receive up to a maximum of one (1) class-period release time per school day with full pay and fringe benefits. Beginning with the 2027/2028 school year, the Board shall provide the Association President, at his/her option, up to two (2) class period release time per school day with full pay and fringe benefits. For a new President, the release time will commence at the beginning of a semester. It is also agreed that the President shall have the right to use personal and team planning periods for Union business. Notice will be provided to the building administrator if the President will be leaving the building during planning time. As required by law,

the Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for this Association release time. Reimbursement shall be paid upon the District's submission to the Association of the proof of payment to ORS.

D. Court or administrative agency appearances on behalf of the District or jury duty shall not be chargeable against personal leave days.

## ARTICLE XII - SABBATICAL LEAVE

Any teacher who holds a permanent, life, or continuing certificate and who has been employed at least seven (7) consecutive years by the Board may be granted a sabbatical leave.

A teacher may be granted a sabbatical leave for either one-half (1/2) year at full pay or one (1) year at half pay. Teachers on sabbatical leave will receive full contractual benefits for the period of the leave, and upon return from a sabbatical leave shall be restored to the teacher position of like nature, seniority, status, and pay, as formerly held and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

Any person granted a sabbatical leave shall return to employment with the school district for at least one (1) year following such leave and shall sign a personal promissory note to reimburse the Board for the amount of their normal salary to guarantee their return to employment with the school district.

Applications for sabbatical leave shall be submitted to a committee composed of two (2) members chosen by the Association and two (2) members chosen by the Board not later than the first day of April preceding a sabbatical leave beginning in September, or not later than the first day of school preceding a sabbatical beginning in February. The applications must be accompanied by plans for the use of the sabbatical leave, and exposition of the plan's potential for increasing the applicant's professional competence and such other information (e.g., seniority) as the committee may require. The Sabbatical Leave Committee shall make its recommendation to the Board prior to the end of the semester preceding the semester or school year for which such leave is sought.

The number of teachers granted sabbatical leave in any one school year in accordance with the above provisions shall be limited to one (1).

Whenever feasible, not less than one (1) sabbatical leave shall be granted per year when requested and when the provisions of this Article have been met.

## ARTICLE XIII - UNPAID LEAVES OF ABSENCE

A. The Board of Education, upon written request, may grant a leave of absence to any teacher. Such leave shall not exceed one (1) year, subject to renewal at the will of the Board; provided, that without request, leave of absence because of

physical or mental disability may be granted for a period not to exceed one (1) year.

When a reduction of staff is necessary, all requested unpaid leaves of absence for any reasonable purpose shall be granted by the Board if a suitable replacement is available.

Leave shall not be denied for exchange teaching, foreign or military teaching, Peace Corps or Job Corps work programs related to a professional responsibility, and engaging in study at an accredited university provided such study is related and provided a suitable replacement can be found.

B. Any teacher who leaves a teaching position other than a temporary teaching position in the District, to serve in any branch of the uniformed services of the United States, shall have all benefits and rights of the Uniformed Services Employment and Reemployment Rights Act and any other federal or state law which governs or has any application to these re-employment rights.

C. CHILD CARE LEAVE. Any teacher who becomes pregnant, whose spouse becomes pregnant, who is in the process of adopting a child, or who becomes a legal guardian of a minor will be granted a child care leave for the remainder of the school year upon a satisfactory showing of evidence of pregnancy, pending adoption proceedings, or guardianship. A second year of leave shall be granted upon request. A written application for child care leave must be filed with the Board not less than forty-five (45) days prior to the requested commencement of the leave. Such request shall be accompanied by a physician's statement indicating the anticipated date of birth. Written notification of intent to return from child care leave must be made to the Superintendent prior to April 1, and reinstatement of teachers returning from child care leave will be at the commencement of school in September following the end of their leave.

For the death of the child, the leave may be terminated by the teacher at the end of a student report card marking period, semester, or school year.

D. Any benefits under this Agreement which would otherwise accrue to the teacher shall be suspended during the leave of absence except that Health Insurance (BC/BS or MESSA) and life insurance premiums will continue from the time a teacher exhausts his/her personal leave days (goes on an unpaid leave) for a period of no more than sixty (60) days.

However, a teacher on leave of absence who is enrolled in the hospital and surgical group insurance plan may arrange continued coverage pursuant to the existing operating agreement between the Board and the carrier by paying the premium in cash to the Business Office of the Board.

E. Evidence of satisfactory physical or mental health may be requested by the Board immediately preceding return to the position.

F. Written notice of intention to return or resign from the District shall be given to the Superintendent by April 1 of the year in which the leave expires, unless specified otherwise in the provision under which leave was taken.

G. A leave of absence shall be granted to any tenure teacher upon application for the purpose of serving as an officer of the Association, MEA, NEA, MEA-NEA Local 1 or on their staff. Such leave shall be limited to two (2) years. Upon return from such leave, such teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the District during such period.

H. CAREER OPTION LEAVE. A one (1) year leave of absence shall be granted to any tenure teacher who requests such in writing. This career alternative leave may be utilized in order to pursue an administrative or management position or such other non-teaching career opportunity as the teacher may have available. Such leave shall be renewable with mutual consent of the teacher and the Board. Upon return from such leave, such teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the District during such period.

I. ACCRUAL OF SENIORITY AND INCREMENT ON LEAVES OF ABSENCE. Effective September 1, 1990, teachers who are granted leaves of absence shall be limited to accruing a maximum of one (1) year's seniority for their first leave of absence. If such teachers are granted additional leaves of absence in future school years, they shall not accrue seniority during the periods of such additional leaves of absence. Seniority shall only be granted for the first leave of absence taken and shall not be granted or accrued for any additional leaves of absence, except as provided herein. This provision shall not apply to sabbatical leaves, leaves granted to teachers doing full-time study at an accredited university in a field related to education, medical leaves, or teachers who are elected as officers of MEA-NEA Local 1, MEA, or NEA. Upon return from such leave such teachers shall be placed on the same position on the salary schedule as they would have been had they taught in the system during said period. Any teacher not returning from a leave forfeits his/her seniority and may be deemed to have terminated employment.

## ARTICLE XIV - ACADEMIC FREEDOM

A. Academic freedom should be enjoyed by all teachers; it includes the responsibility to teach within the prescribed curriculum and not to misuse one's position to promote personal causes. Academic freedom also includes the right to support or oppose political causes and issues outside of the normal classroom activities.

B. All communications obtained by the teacher in the course of his/her professional duties and deemed by said teacher to be confidential in nature need not, except with the consent of said teacher, be disclosed to anyone unless said disclosure is required by law.

## ARTICLE XV - PERSONNEL FILE, EVALUATION AND DISCIPLINE

### PERSONNEL FILE

A. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file, exclusive of confidential employment and university credentials, shall contain the following minimum items of information:

- TB report and required medical information
- All teacher evaluation reports
- Copies of annual contracts
- A transcript of academic records
- Copy of teaching certificate
- Tenure recommendation

No material may be placed in the file without allowing the teacher an opportunity to file a response thereto, and said response shall become part of the file. Teachers' personnel files are confidential and only duly authorized personnel may have access thereto.

If a teacher is requested to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content of the material.

A teacher who can satisfactorily demonstrate that incorrect or inappropriate material has been placed in his/her file may file a written request for the correction or deletion of the incorrect or inappropriate portion of such material with the Superintendent or designee.

B. Any complaint against a teacher by a parent, student, or other person will be promptly reported to the teacher and the Association President. Complaints will not be incorporated into a teacher’s personnel file unless:

1. The complaint is in writing and the complainant(s) is identified; and

2. A copy of the complaint is provided to the teacher prior to its inclusion; and

3. The teacher is given the right to make a written reply to the complaint.

   Said reply shall be attached to the complaint during the entire length of time that it remains as part of the teacher's personnel file.

C. Notwithstanding, anything set forth herein to the contrary, the Board and the Association agree to follow state law as set forth in the Freedom of Information Act (MCL 15.231) and the Bullard-Plawecki Employee Right to Know Act (MCL 423.501 et seq.) concerning the review of employee file and the disclosure of

information from same, as specified and referenced below. The Board agrees to follow state law as specified below:

> 423.507. Review of personnel record by employer before releasing information to third party; deletion of certain information.
>
> Sec. 7. An employer shall review a personnel record before releasing information to a third party and, except when the release is ordered in a legal action or arbitration to a party in that legal action or arbitration, delete disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than 4 years old.
>
> P.A. 1978, No. 397, & 7, Eff. Jan 1, 1979.

Additionally, the Board agrees that upon receipt of any FOIA request for information concerning the personnel file of a bargaining unit member it will immediately send a copy of said request to the teacher and the Association President. The teacher and/or the Association President shall notify the Human Resources Director within three (3) days of receipt of said notice whether the disclosure of the requested information is objected to by said teacher or the Association. If disclosure is objected to, the Board shall take the ten (10) day extension of time for disbursement of said information allowed under FOIA. If the Board deems it necessary to disburse said information pursuant to FOIA, at the end of the ten (10) day extension, it shall do so unless the teacher or Association procures a proper court order restraining the Board from disbursing said information.

## EVALUATION

A. General

1. Beginning with the 2025-26 school year, the negotiated performance evaluation system shall be the Charlotte Danielson Framework for Teaching. A copy of the evaluation documents are attached hereto and incorporated herein by reference as Appendix C. The performance evaluation system shall include:
    a. Specific performance goals identified by the teacher and approved by the evaluator to improve their effectiveness in the upcoming school year.
    b. An evaluation of the teacher's job performance while providing timely and constructive feedback.
    c. The use of student growth and assessment data or student learning objectives (SLO) as 20% of the year-end evaluation determination. The student growth and assessment data, proposed by the teacher and approved by the evaluator, shall consist of measurable, long-term academic goals set for students that utilize available data.
        i. Student growth data from students with extenuating circumstances (including for example, excessive absences, partial year transfer in/out) that prohibit an accurate measure

of student growth will not be included in a teacher's student growth component if written consent is provided by the teacher's principal/evaluator. However, if the teacher's request to exclude a student is denied, the principal/evaluator shall provide specific written rationale for the denial of the request.

ii. The data used as set forth herein must be attributable to the actual teaching responsibilities of the individual teacher.

d. A negotiated year-end evaluation system that utilizes other objective criteria for 80% of the year-end evaluation determination.

2. Beginning July 1, 2025, the annual performance evaluation system will assign a year-end performance evaluation rating ("Year-End Evaluation") of one of the following: Effective; or Developing; or Needing Support.

3. The year-end evaluation rating and summative performance evaluation shall be available at a meeting with the evaluating Administrator and the teacher within the last three (3) student days.

4. A teacher must not be assigned an evaluation rating and must be designated as an unevaluated for a school year if any of the following apply to the teacher: (a) the teacher worked less than 60 days in that school year; (b) the teacher's evaluation results were vacated through the grievance procedure; (c) there are extenuating circumstances and the teacher and the District agree to designate the teacher as unevaluated because of the extenuating circumstances. If a teacher receives an unevaluated rating based on the (a), (b) or (c), the teacher's rating from the school year immediately before that designation must be used for consecutive purposes.

5. Except for the circumstances provided in Section 4 directly above, in the event there is no written year-end evaluation as described above, the teacher shall be deemed effective.

B. <u>Process</u>

1. The Year-End Summative Performance Evaluation shall include classroom observations, and will be conducted as follows:
   a. Teachers who are scheduled to be evaluated during a specific year will be notified no later than October 15 of each school year (or within 30 school days of hire) that they are scheduled to be evaluated and they will be notified who their evaluator will be.
   b. Bargaining unit employees shall not evaluate other bargaining unit employees.
   c. Observations shall include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson.

2. There shall be a minimum of two (2) observations for each teacher being evaluated. One (1) observation shall be scheduled at a mutually agreed upon time between the teacher and Evaluator. One (1) observation may be unscheduled. Observations shall be at least fifteen (15) minutes. The two observations shall be conducted at least 30 teacher report days apart. The first observation shall occur no later than December 15 of each school year and the final observation shall occur no later than May 15 of each school year.
3. The post observation meeting shall be held no later than fifteen (15) teacher report days after the observation occurred except in extenuating circumstances.
4. The observation shall require written feedback from the evaluator to the teacher within twenty (20) teacher report days of the observation except in extenuating circumstances using the "Post-Observation" feedback form.
5. An Association representative shall be present at post observation meeting(s) and/or evaluation meeting upon the request of the teacher
6. After two consecutive less than effective observations, a teacher, at his/her request, will be observed by a different administrator.

C. <u>Evaluation Cycle</u>

1. Teachers not in a probationary period rated "Highly Effective" or "Effective" on their three (3) most recent consecutive year-end evaluations, may be evaluated triennially. Thereafter, if a teacher who is not in a probationary period is not rated as effective on one of those triennially year-end evaluations, the teacher must again be provided with year-end evaluations.

2. In order to begin the three-year process:
   a. For the 2025/2026 school year only: CCS shall evaluate all bargaining unit members.
   b. 2026/2027 School Year: the District will evaluate: (i) all probationary teachers; (ii) teachers on an IDP; (iii) teachers whose most recent year-end evaluation contains two or more domains that are less than effective; and (iv) all teachers hired after 7/1/2018.
   c. 2027/2028 School Year: the District will evaluate (i) all probationary teachers; (ii) teachers on an IDP; (iii) teachers whose most recent year-end evaluation contains two or more domains that are less than effective; and (iv) all teachers hired before 7/1/2018.
   d. After the 2027/2028 school year, the evaluation cycle for each bargaining unit member shall be every three years except as otherwise provided herein.

3. If a teacher is rated as needing support on 3 consecutive year-end evaluations, the District shall, subject to the law, dismiss the teacher from the teacher's employment. This Section does not affect the ability of the District to dismiss a teacher from the teacher's employment regardless of whether the teacher is rated as needing support on 3 consecutive year-end evaluations.

D. Individual Development Plan

1. Any probationary teacher and any tenured teacher who receives an evaluation rating of “Minimally Effective”, or “Ineffective”, prior to July 1, 2024 or “Needing Support”, or “Developing” after July 1, 2024, on their Year-End Evaluation, shall be provided with an Individual Development Plan (IDP) developed by the Evaluator and teacher and shall receive a mid-year progress report that is used as a supplemental tool to gauge a teacher’s improvement [from] the preceding school year and to assist a teacher to improve.

2. The IDP will include specific performance goals developed by the administrator or designee and recommend any training identified by the District to assist the teacher in meeting goals.

3. A mid-year progress report which aligns with the teacher’s IDP, includes specific written performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator.

4. An IDP resulting from “Needing Support” Year-End Evaluation rating shall require that the teacher make progress towards the individual development goals of the IDP within a specific time period, as set by the evaluator(s). In no event shall the IDP as provided hereunder exceed the 180 days.

5. Nothing contained herein shall preclude the District or evaluator(s) from placing a teacher on an IDP or placing the teacher in an evaluation cycle at any time that an issue or concern regarding the performance of a teacher occurs.

E. Rights of Tenured Teachers

A tenured teacher who receives a Year-End Evaluation rating of “Needing Support” shall have the following rights:

1. The teacher may, within thirty (30) calendar days of receiving the “Needing Support” rating, request in writing a review of the evaluation and the rating by the Superintendent. Upon receipt of the request, the Superintendent shall review the evaluation and rating and make any modifications as appropriate based on the Superintendent’s review. A written response regarding the Superintendent’s findings must be provided to the teacher who requested the review by not later than thirty (30) calendar days after receipt of the request for the review and before making any modifications.

2. If the written response from the Superintendent’s review does not resolve the matter, the teacher or the Association may request mediation as provided by law.

a. The request for mediation must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the Superintendent.
b. Within fifteen (15) calendar days of receipt of the request for mediation, the District shall provide written response to the teacher and the Association stating that the mediation will be scheduled as appropriate.

3. If a teacher receives 2 consecutive ratings of needing support, the teacher may demand to use grievance procedure of an applicable collective bargaining agreement or employment contract that concerns the teacher's second evaluation rating and the evaluation process. (See Article XXIII – Professional Grievance Procedure.) If a collective bargaining agreement or employment contract does not contain a grievance procedure that ends in binding arbitration, the teacher may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent. The arbitration is subject to the Uniform Arbitration act, 2012 PA 371, MCL 691.1681 to 691.1713. The arbitration described in this section must adhere to both of the following:
   a. The arbitrator must be selected through procedures administered by the American Arbitration Association in accordance with its rules.
   b. The arbitrator must have the authority to issue any appropriate remedy.

4. If a teacher is rated as Needing Support on three consecutive year-end individual rating, the District shall initiate a dismissal proceeding. The process is subject to the Tenure Act for Tenured teachers.

F. <u>Evaluation System Training</u>
By October 15 of each school year, the District shall provide, during contractual time, training to all teachers on the performance evaluation system and how each evaluation tool is used during the process. Teachers hired after the commencement of the school year shall be provided with training within 30 school days after the new teacher's first report date

G. <u>Miscellaneous Provisions</u>
1. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and uploaded as an artifact or attached to the year-end evaluation.

2. Nothing herein shall prohibit a teacher from using the Professional Grievance Procedure set forth in Article XXIII – Professional Grievance Procedure – in the event that the teacher believes that the District violated any process and procedure provided in this Article subject to the following:
   a. The final summative annual evaluation must be less than effective;
   b. De minimis violations of the negotiated process and procedure shall be excluded. De minimis violation(s) shall be defined as an alleged

violation that does not adversely impact the bargaining unit member.

3. Use of 12 annual paid time off days, as provided in Article X, shall not be given any weight in a teacher's evaluation. Use of accumulated paid time off days for purposes of FMLA, ADA, other legally protected time off or with medical professional documentation shall not be given any weight in a teacher's evaluation. This provision does not restrict the rights of the Board regarding suspected abuse as provided in Article X, Paragraph A, Section 1.

**DISCIPLINE**

A. Staff shall at all times be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a pre-arranged meeting with an administrator whenever any warning, reprimand, or other disciplinary action concerning the infraction of rules or delinquency in professional performance may lead to the placement of adverse notice(s) in the staff member's personnel file. The meeting will be conducted at a location where privacy is assured.
B. Notification of an investigation involving a bargaining unit member shall be provided to the bargaining unit member and the Association President within five (5) bargaining unit member report days of the District's decision to conduct an investigation. Within fifteen (15) bargaining unit member report days of the conclusion of an investigation, notice of discipline, if any, shall be provided to the bargaining unit member and Association President.
C. A written reprimand shall be dated on the day it is entered into the file and a copy of such reprimand shall be given to the affected bargaining unit member and the Association President on said date. Such reprimands, must be written and dated within ten (10) school days of knowledge of the said incident that caused the reprimand. A copy of the final written communication regarding any infraction or delinquency shall be forwarded to the Association President.
D. A bargaining unit member, upon request, shall be entitled to have present an Association representative in any interview or meeting that may lead to discipline (Weingarten Rights).
E. The term "discipline" as used in this Agreement includes verbal warning memorialized in writing; written warnings; written reprimands or other written discipline; suspensions without pay, and reduction in compensation.
F. The specific grounds for disciplinary action will be presented to the bargaining unit member and the Association President.
G. The Board recognizes the value of progressive discipline. The affected bargaining unit member will be notified in writing of alleged violations except in extenuating circumstances. The parties recognize that the severity of an offense may provide acceleration of the progression of discipline.

H. A teacher may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious as provided in the Michigan Teacher Tenure Act (TTA), MCL 38.71 et seq. In the event that the TTA is amended to provide a standard of discipline other than arbitrary and capricious, then that standard shall be utilized.

I. Nonrenewal or termination of a probationary teacher whose employment is governed by the Michigan Teacher Act, MCL 38.71 et seq, is not subject to the grievance procedure set forth in Article XXIII of this Agreement.

J. Probationary teachers, whose employment is governed by the Michigan Teacher Tenure Act, MCL 38.71 et seq, may grieve discipline up to Level 3 of the grievance procedure set forth in Article XXIII – Professional Grievance Procedure.

## ARTICLE XVI - ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

A. This Agreement shall be binding on the Board and its successor personnel and on any school district into which or with which this District shall be merged or combined, as prescribed by the law.

B. If the District is combined with one or more districts, the Board shall use its best efforts to assure the continued recognition of the Association and the continued employment of bargaining unit members in the consolidated districts. In any event, upon the decision to annex, consolidate, or reorganize, procedures for any changes will be negotiated with the Association under this Agreement in order to ensure a smooth transition.

C. In the event of annexation, consolidation, or other reorganization of the District, all bargaining unit members will have their seniority, leave and vacation day credits, insurance, pension benefits, rights, privileges, obligations and status recognized and protected without regard to whether the District does or is annexed, consolidated, or reorganized and that the seniority of all bargaining unit members will be “dove tailed” so that the employees of all affected, previously existing government entities impacted by the annexation, consolidation, or reorganization will be treated as if they had always been employed by whatever entity remains/survives without regard to which entity they were previously employed by.

D. Neither the Board nor the Association (including their respective designees) will support, agree to, or consent to any annexation, consolidation, or reorganization of all or any part of the District nor any part of the geographic territory encompassed therein if the above conditions protecting employee rights are not incorporated into the plans/agreements providing for such annexation, consolidation, or reorganization.

E. Nothing in this Article prevents the District or any newly-formed District from determining the number of employees that would be required for it to operate its

educational program going forward, absent some other contractual or legal prohibition from doing so.

## ARTICLE XVII - INCLEMENT WEATHER

The Board shall not keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God.

When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty or remain on the premises longer than ten (10) minutes after the dismissal of the entire student body, whichever is applicable.

The Board will make every reasonable effort to report decisively the opening or closing of schools as early as possible, but no later than 6:00 AM. Teachers will be notified by District's automated messaging systems.

In the event that student instruction days have been cancelled due to conditions not within the Board's control, or other reasons deemed necessary, instructional days shall be rescheduled as necessary to ensure that the District complies with state law and will not incur a loss of State School Aid. If it is necessary, the Association and the Board shall negotiate any make-up dates.

## ARTICLE XVIII - SCHOOL CALENDAR

For the term of this Agreement, the school calendar shall be set forth in, Appendix A-1a. (2025-2026), and A-1b. (2026-2027). The parties shall meet on or before March 1, 2026 to bargain the 2027/2028 calendar (Appendix A-1c). The 2027/2028 calendar shall include the same essential components as the 2026/2027 calendar (eg: bargaining unit members report days, student report days, ½ days, early release days). There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

## ARTICLE XIX - PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B., which are attached to and incorporated in this Agreement. Such Salary Schedule shall remain in effect during the designated periods.

B. The Board may place a newly-employed teacher on any step of the salary schedule regardless of the number of years of previously acquired teaching experience; provided, however, that in no event shall any newly-employed teacher be placed on a salary step which exceeds previously acquired teaching experience.

After consultation with, and written notification to the Association, the Board may pay a salary which exceeds previously acquired teaching experience to vocationally certified employees.

In determining “previously acquired teaching experience” for salary schedule placement of any newly-employed School Psychologist, Social Worker or Speech-Language Pathologist, the Board may grant experience credit for clinical, medical environment or school experience earned after the applicable degree or certification was obtained only for such clinical, medical environment or school experience for which financial compensation was provided.

C. Teachers involved in extra-duty assignments will be compensated as set forth in Appendix B. which is attached to and incorporated in this Agreement without deviation. No teacher will be required to participate in extra duty assignments as listed in Appendix B.5.

D. Teacher salaries shall be paid on the 15th and 30th (or last day of the month) for each month through direct deposit into the teacher’s bank account. If the teacher does not have a bank account, the District will accommodate that teacher by issuing a check.

E. Upon request, any teacher who has accumulated over sixty (60) days of personal leave shall be given the sum of One-Hundred ($100.00) per each unused day over sixty (60), payable on the 21st paycheck at the end of the school year. The teacher may receive such incentive for up to twelve (12) days per year. Any teacher who is at least 55 years old or has twenty-five (25) years of service in the District shall annually have the option of converting personal leave days into paid vacation days in accordance with the conversion formula agreed upon by the parties. The pay for the vacation days not worked will be paid into a 403(b) account as deferred compensation.

Bargaining unit members may accrue a maximum of 125 personal leave days tallied at the end of each school year. Personal leave days in excess of 125 shall be paid out annually to the bargaining unit member in the amount of Eighty ($80.00) per each unused personal leave day in the last payroll in June.

F. A teacher terminating employment after fifteen (15) years shall be compensated the sum of One-Hundred Dollars ($100.00) per day for a maximum of 75 accumulated personal leave days and the sum of Eighty Dollars ($80.00) for each accumulated personal leave day in excess of 75 accumulated personal leave days.

G. To facilitate District hiring opportunities, the District will pay a teacher $500 if written notice of resignation (effective June 30 of that school year) is provided to the District no later than March 1 of that same school year. This $500 payment will be made to the teacher in the last payroll of that contract year.

## ARTICLE XX - INSURANCE PROTECTION

A. The Board shall provide all insurance benefits listed in Paragraph A. for a full twelve (12)-month period of each school year for all bargaining unit members, except for those teachers electing benefits under Paragraph B. below. The

District shall provide for such benefits to the maximum amount allowed by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. to each teacher and his/her dependents, as defined by MESSA.

1. **(a)** MESSA ABC Plan 2.5 with $2500/$5000 deductible and 5 Tier Rx.
   (b) MESSA ABC Plan 2 with $2000/$4000 deductible, 20% co-insurance and 5-Tier Rx.
   (c) MESSA Essentials with $375/$750, 20% co-insurance/EBM Rx.
   (d) MESSA ABC Plan 3 with $3500/$7000 deductible, 20% co-insurance and 5 Tier Rx.

2. MESSA/Delta Dental Plan I-100/II-80/III-80/IV-80
   Annual Maximum I, II, III, $1,500, Lifetime Max Class IV: $1,500, no adult orthodontics, or sealants, cleanings 2 per year.

3. MESSA Term Life Insurance in the amount of Sixty Thousand Dollars ($60,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. For accidental death, the insurance will pay double the specified amount; for accidental dismemberment, the insurance will pay according to the schedule.

4. MESSA Plan VSP 3 Plus P 250CL.

B. Teachers not electing insurance benefits as described in Paragraph A above shall be provided by the Board with the following insurance benefits, for a full twelve (12) month period of each school year. The benefits listed below shall be provided, without cost to teachers, to each teacher, not enrolled in benefits under Paragraph A above, and his/her eligible dependents, as defined by MESSA:

1. Four Thousand Dollars ($4,000.00) annually, in monthly payments of Three Hundred Thirty-three dollars ($333.00) for each year that the employee elects to opt out of medical care coverage. The bargaining unit member may elect to apply this payment to a tax-deferred annuity through a salary reduction agreement. The District shall pay the implementation and administration costs of this benefit.

2. MESSA/Delta Dental Plan I-100/II-80/III-80/IV-80.

   Annual Maximum I, II, III, $1,500 Lifetime Max Class IV: $1,500, no adult orthodontics, or sealants, cleanings two (2) per year.

3. MESSA Term Life Insurance in the amount of Seventy-Five Thousand Dollars ($75,000.00) for the teacher only. Such insurance protection shall be paid to the teacher's designated beneficiary. For accidental death, the insurance will pay double the specified amount; for accidental dismemberment, the insurance will pay according to the schedule.

4. MESSA Dependent Term Life Insurance in the amount of Ten Thousand Dollars ($10,000.00) for each teacher's spouse and Five Thousand Dollars ($5,000.00) for each dependent child as defined by MESSA.

5. MESSA Plan VSP 3 Plus P 250CL.

C. The Board shall provide, without cost to the teachers, MESSA Plan II Long-Term Disability Insurance for each teacher. Benefits shall be paid at Sixty-six and Two-thirds percent (66 2/3%) salary to a monthly maximum of **Seven Thousand Five Hundred Dollars ($7,500.00)** and shall begin after expiration of ninety (90) calendar days. Benefits will continue at no cost to the teacher in the event of total disability.

Any teacher who has exhausted his/her accumulated bank of leave days and has been ill for forty-five (45) or more consecutive days, and who otherwise qualifies under the Long-Term Income Protection Plan as above provided, shall be eligible to receive the difference between the substitute's daily rate and his/her daily rate for each workday she/he is absent. A teacher's eligibility to receive the above pay differential shall exist and be limited to between the 45th day and the 90th day of illness, excluding the summer vacation when school is not in session.

The Association and Board agree that the Long-Term Disability provision may be adjusted from ninety (90) to sixty (60) days if the adjustment is favorable to the District and does not adversely affect bargaining unit members.

D. The Board may solicit quotes for identical health coverage from MESSA and Blue Cross. If total cost savings between the packages exceeds five percent (5%), the least expensive bid will be accepted. Bids may be solicited annually.

E. Upon retirement a teacher who elects to drop insurance coverage promised by the District shall receive Two Hundred Dollars ($200.00). This payment is offered to discourage double coverage and additional cost to the District.

F. National Health Insurance - In the event a National Health Insurance program is enacted that would affect the benefits in this Agreement, or there is a change in the tax status of benefits that would adversely affect bargaining unit members, the parties agree to meet to negotiate over the impact of change.

G. The District is willing to re-open this Agreement for insurance only, upon the Association’s request, to obtain a mutually-agreed upon insurance plan.

## ARTICLE XXI - SPECIAL AND STUDENT TEACHING ASSIGNMENTS

A. Assignments for the Adult Education, Driver Education, and Summer School Programs will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates regularly employed in the District during the normal school year. Every attempt will be made to avoid split

shifts and assignments for teaching less than two (2) hours per day. Teachers shall be compensated for teaching in any such programs at the rate established within this Agreement.

B. Teachers shall report absences through the District electronic platform.

C. Supervision of student teachers shall be a voluntary assignment. A teacher must request to supervise a student teacher. Such teacher must also file with the personnel office an application at least forty-five (45) days prior to assignment to said student teacher. A copy of the application shall be forwarded to the Association President at the time of request. No teacher shall be permitted to supervise more than one (1) student teacher during the school year.

D. Arrangement for disbursement of monies for student teacher supervisors will be made consistent with sponsoring university policies.

## ARTICLE XXII - STUDENT DISCIPLINE AND TEACHER PROTECTION

A. A committee may be formed to review or develop and recommend a disciplinary policy to the Board. The committee shall consist of four (4) teachers to be selected by the Association and four (4) representatives to be selected by the Board.

B. The Board recognizes its responsibility to give all reasonable support and assistance to teachers for maintenance of control and discipline in the classroom. Upon the teacher's request and for a legitimate educational purpose, the building principal has the discretion to provide the teacher with a paper or electronic copy of the discipline log entry(ies) submitted by the teacher and the administrator's response. Denial of the teacher's request is not subject to the grievance procedure. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to see that these proper attentions are brought to bear, limited only by the facilities available and following proper referral procedures.

C. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise, and emphasis upon the student's desirable characteristics. A teacher may use reasonable physical force as is necessary to protect himself/herself from attack or to prevent injury to another student.

D. A teacher may temporarily exclude a student from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. At the teacher's request, the student shall not be returned to the class until after

there has been an opportunity for a consultation with or a written reply to the teacher by the administrator.

E. Procedures for suspension of students shall be available to any teacher upon request in the office of the principal. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. Transfer of the student to another teacher or other measures short of suspension, should be exhausted first.

F. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel if necessary to advise the teacher of his/her rights and obligations as to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

G. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, and while following established Board policy as given to the teacher at the beginning of the school year, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

H. Time lost by a teacher in connection with incidents arising from the discharge of his/her duties shall not be charged against the teacher.

I. Unless otherwise restricted by law, no action shall be taken upon any complaint by a student or 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.

J. A written up-to-date statement by the Board, governing discipline of students shall be publicized on the District’s website.

## ARTICLE XXIII - PROFESSIONAL GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a complaint about an act or condition which affects the welfare or working conditions of a teacher or group of teachers, or a complaint that there has been a violation, misrepresentation, or misapplication of any provision of this Agreement.
2. An "aggrieved person" shall mean the person or persons making the complaint, either individually or through the Association.
3. A "party in interest" shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

4. The term "days" when used in this Article shall mean calendar days. Such definition shall apply year round, including the summer. Meetings shall not be held on weekends or holidays.

B. PURPOSE

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceeding independently as described in Article II.B. of this Agreement.

C. STRUCTURE

1. The Association shall establish a Professional Rights and Responsibilities Committee (PR&R Committee), which shall serve as the Association's Grievance Committee.

2. In the event that any Building Representative or any member of the PR&R Committee is a party in interest to any grievance, he/she shall be disqualified from serving in any representative capacity in connection with that grievance.

D. GENERAL

1. The number of days indicated at each level of the Grievance Procedure should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limits may be extended by mutual consent in writing.

2. If a grievance is filed on or after June 1, and if failure to resolve it before the beginning of the next school year could result in irreparable harm to any party in interest, the Grievance Procedure time limits shall be reduced to speed the procedure, and try to arrive at a solution before the end of the school year or as soon thereafter as is practicable.

3. The failure of an aggrieved person to proceed from one level of the Grievance Procedure to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

4. The failure of an Administrator to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or the

Professional Rights and Responsibilities Committee to proceed to the next level in the Grievance Procedure.

5. It shall be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties. Only in the event it is mutually agreed by the aggrieved person, a representative of the Association and the Board (through a designated representative) shall grievance proceedings be held during regular working hours.

   In such event, a teacher participating in such proceedings as a party in interest or as a proper representative of the Association shall be released from assigned duties without loss of salary to the extent required for such participation in actual meetings with the Board or its designated representative.

6. The following matters shall not be the basis of any grievance filed and/or processed under the Professional Grievance Procedure of this Agreement.

   a. The failure to re-employ any probationary teacher.

   b. A teacher who elects to proceed under the provisions of any other remedial procedure or form established by law or regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act, shall be exclusive and the Grievance Procedure shall not apply.

E. PROCEDURE

1. **Level One**

   A teacher who has a complaint which he/she believes may be the basis of a grievance shall discuss the matter with his/her immediate supervisor or principal, whoever is more directly concerned with the problem, to try to resolve the matter. The teacher may have with him/her a Building representative. Such a complaint shall be brought to the attention of the Administration in writing with a request for a meeting within twenty (20) days of the occurrence or the time when the grievant should reasonably have known of the occurrence of the alleged grievance.

   The teacher may have the assistance of a representative of the Association in writing this grievance. Arrangements shall be made by the Administrator to hold such a meeting within five (5) days after receipt of the teacher's request, and the Administrator's written answer shall be given within ten (10) days after the meeting with a copy to the Association.

2. **Level Two**

a. If the complaint is not satisfactorily resolved at Level One, the teacher may within ten (10) days of receipt of the written answer file the grievance with the Association's PR&R Committee.

b. Within five (5) days of receipt of the grievance, the PR&R Committee shall decide whether or not there is merit to the grievance, and if the Committee decides that there is no merit to the grievance, and so notifies the Aggrieved Person's Building Administrator, he/she may, if he/she wishes, proceed under Article II.B. of this Agreement. If the Committee decides there is merit to the grievance, it shall, within five (5) days of receipt of the grievance, so notify the Superintendent in writing with a copy of the Grievance attached. Within ten (10) days of receipt of the grievance by the Superintendent, he/she or his/her duly designated representative shall meet with the Chairperson of the PR&R Committee and the Aggrieved Person, and within five (5) days thereafter furnish the PR&R Committee and the Aggrieved Person a written answer.

3. **Level Three**

If the Association is not satisfied with the disposition of the grievance at Level Two and seeks to advance the grievance, the Association shall submit the grievance to non-binding Mediation through the Michigan Employment Relations Commission (MERC) subject to the terms and conditions set forth below:

a. The Association shall request mediation within fifteen (15) days of the Superintendent’s Level Two decision by submitting notice of the request for mediation to the Superintendent and MERC.
b. Mediation shall be conducted through MERC provided there are no MERC or Mediation/Mediator costs associated with mediation. In the event that there are any such costs, then the Board Grievance Committee shall serve as the Mediator.
c. Mediation shall be conducted within forty-five (45) calendar days of the submission of notice and the request for mediation to the Superintendent and MERC (or the Board Grievance Committee as needed – see Section b above.)

4. Level Four

If the Association is not satisfied with the disposition of the grievance at Level Three, the grievance shall, to the extent permitted by law, be submitted to arbitration before an impartial arbitrator within ten (10) days. If the parties cannot agree as to the arbitrator, he/she shall be appointed under the rules of the American Arbitration Association in accordance with

its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, nor shall he/she have any power to base any finding, opinion or award on the interpretation or application of any law erroneously. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid by the losing party.

F. MISCELLANEOUS

1. Any party in interest may be represented at any meeting held pursuant to the provisions of Levels Two, Three, and Four, but no teacher may under any circumstances be represented by an officer, agent, or other representative of any other teacher organization than the Association and only the Association may take a case to arbitration.

2. No reprisal of any kind shall be taken by or against any party in interest in the Grievance Procedure by reason of participation in the Grievance Procedure.

3. Grievance forms shall be designated, pursuant to the foregoing, by the Chairperson of the PR&R Committee and the Superintendent, and shall be appropriately distributed so as to be available in each building for use as needed.

## ARTICLE XXIV - IN-SERVICE PROFESSIONAL EDUCATION

The Board recognizes that to be of value, program enrichment (in-service) education must meet the needs and desires of all levels of teachers.

Program enrichment (in-service) education will be scheduled through the Administration during the school year on an as needed basis. Such program enrichment education will be scheduled during the regular school days and within the bounds of the school calendar (Appendix A-1a, A-1b and A-1c) The parties will bargain future school calendars.

## ARTICLE XXV - CURRICULUM

Teachers shall have input to curriculum matters and representation on the Curriculum Council in accordance with Board Policy.

It is agreed that up to three (3) high school students may be placed in an Adult Education Vocational Class if said class is not offered as a regular high school class.

## ARTICLE XXVI - SCHOOL IMPROVEMENT PLAN

The parties to this Agreement are aware that legislation and state department rules are presently pending that may make it advisable to adopt a "school improvement

plan", and/or a "site-based decision making" plan. During the life of this Agreement, either party may notify the other that it wishes to negotiate over such a plan or plans. Upon notification, the parties agree to commence bargaining on the subject within thirty (30) days.

## ARTICLE XXVII - MENTOR TEACHERS

The District will assign mentors to the probationary teachers. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the Revised School Code and shall perform the duties of a master teacher as specified in the Code with the following provisions:

1. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher.

2. A mentor teacher shall be a certified teacher or a bargaining unit member. Bargaining unit members shall be given first consideration to serve as mentor teachers.

3. The purpose of the mentor teacher is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.

4. Participation as a mentor teacher shall be voluntary.

5. Efforts will be made to match mentor teachers with mentees who work in the same building and have the same area of certification.

6. A mentor teacher shall be assigned to only one (1) mentee.

7. The mentor teacher assignment shall be for one (1) year. The appointment may be renewed in succeeding years.

8. Neither the mentor teacher nor the mentee shall be required to participate in any matter related to the evaluation of the other.

9. Where possible, the mentor and the mentee shall be assigned common preparation time and, where there is mutual agreement between the Association and the District, released time will be given for mentee and mentor teachers with approval of the supervisor.

10. Bargaining unit members who volunteer as a mentor shall receive a yearly stipend of $500.00.

## ARTICLE XXVIII - GRADE CHANGE PROCEDURE

The District will adhere to the following policy regarding changing of student grades:

No one is allowed to change a grade given to a student by a teacher unless one of the following occurs:

1. The teacher who gave the grade to the student is informed of the reason(s) why the grade should be changed, and the teacher concurs in the grade change.

2. If a teacher who gave the grade does not concur in the grade change proposed, and a request of change is made to the principal in writing within thirty (30) days after the student received the grade, the principal may decide to have a panel review the matter. Said panel shall consist of five (5) members chosen as follows:

   a. Three teachers to be chosen by the Superintendent, one from each school level.

   b. One Board member to be chosen by the Board President.

   c. The Superintendent or designee.

   If a majority of the review panel approves the grade change, and the teacher involved does not appeal the panel's decision, said decision shall stand.

3. If the teacher involved appeals the decision of the review panel within thirty (30) days to the full Board, and a majority of the Board members approve the grade change at a meeting of the Board at which the reasons for changing the grade are reviewed, the grade change shall be final.

## ARTICLE XXIX - DURATION OF AGREEMENT

A. As required by law, the Board shall be subject to the Local Financial Stability and Choice Act, PA 436 of 2012. Accountabilty Act may reject, modify, or terminate this Agreement as provided by law.

B. This Agreement shall be effective from September 1, 2025, and shall continue in effect until midnight, August 31, 2028.

C. Upon expiration of this Agreement, there shall be no step, lane, or longevity advancement until a successor agreement is ratified.

**Board of Education of the Clintondale Community Schools**

By _____
Jared Maynard
Board President

By _____
Ken Janczaczek
Superintendent

**MEA-NEA Local 1 Clintondale Education Association**

By _____
Mike Ward
Association President

By _____
Dawn Derkacz
Association Secretary

By _____
Freya Weberman
Executive Director

By _____
Heather Schulz
President, MEA-NEA Local 1

Ratified by MEA-NEA Local 1
Clintondale Education Association
on February 17, 2026 and the
Board of Education on February 18, 2026.

# APPENDIX A-1a: 2025-26 CALENDAR

7-30-25 CEA - Proposal

**CEA Calendar, 2025-2026**

July 2025

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | |

S: 0 (0) T: 0 (0)

August 2025

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

S: 2 (2) T: 3 (3)

September 2025

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | | | |

S: 21 (23) T: 21 (24)

October 2025

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | ~~9~~ | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

S: 23 (46) T: 23 (47)

The CEA agreed to change October 3rd PD date to November 3rd. (Homecoming

TA 7.30.25

KJ 7.30.25

MW

November 2025

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | ~~13~~ | ~~14~~ |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |

S: 16 (62) T: 16 (63)

December 2025

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | 31 | | |

S: 15 (77) T: 15 (78)

January 2026

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | ~~21~~ | ~~22~~ | ~~23~~ |
| 26 | 27 | 28 | 29 | 30 |

Text

S: 18 (95) T: 19 (97)

February 2026

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |

S: 18 (113) T: 18 (115)

March 2026

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | ~~12~~ | ~~13~~ |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | 31 | | | |

S: 20 (133) T: 20 (135)

April 2026

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | |

S: 19 (152) T: 19 (154)

May 2026

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

S: 20 (172) T: 20 (174)

June 2026

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| ~~8~~ | ~~9~~ | ~~10~~ | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | | | |

S: 8 (180) T: 9 (183)

Students & Staff
Late Arrival
School Breaks
Optional Report
Federal Holiday
In-Person DPPD
Virtual DPPD
Mandatory Report
~~True Half Day~~
~~Half Day Elem~~
~~Half Day HS/MS~~
~~Half Day HS~~
~~Half Day HS/MS/Elem~~
Month Total (Running Total)

Subject to ratification by both parties, KJ MW 7.30
MW 2/11/26

W 23 July 2025 (4)
2-11-26

# APPENDIX A-1b: 2026-27 CALENDAR

**CEA Calendar, 2026-2027**

July 2026

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

S: 0 (0) T: 0 (0)

August 2026

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| 31 | | | | |

S: 0 (0) T: 0 (0)

September 2026

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | | |

S: 19 (19) T: 20 (20)

October 2026

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | ~~15~~ | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

S: 22 (41) T: 22 (42)

CEA has agreed to move the PD date from the 2nd, to the 9th of October to accommodate homecoming.

November 2026

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | ~~19~~ | ~~20~~ |
| 23 | 24 | 25 | 26 | 27 |
| 30 | | | | |

S: 17 (58) T: 17 (59)

December 2026

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | 31 | |

S: 14 (72) T: 14 (73)

January 2027

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | 14 | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | ~~27~~ | ~~28~~ | ~~29~~ |

S: 19 (91) T: 19 (92)

February 2027

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |

S: 18 (109) T: 19 (111)

March 2027

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | ~~11~~ | ~~12~~ |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | 31 | | |

S: 19 (128) T: 19 (130)

April 2027

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

S: 20 (148) T: 20 (150)

May 2027

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |
| 31 | | | | |

S: 20 (168) T: 20 (170)

June 2027

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| ~~14~~ | ~~15~~ | ~~16~~ | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | 30 | | |

S: 12 (180) T: 13 (183)

Students & Staff
Late Arrival
School Breaks
Optional Report
Federal Holiday
In-Person DPPD
Virtual DPPD
Mandatory Report
True Half Day
Half Day Elem
Half Day HS/MS
Half Day HS
Half Day HS/MS/Elem
Month Total (Running Total)

MW 2/11/26

W 23 July 2025 (4)

2-11-26

# APPENDIX A-1c: 2027-28 CALENDAR

**CEA Calendar, 2027-2028**

July 2027

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | | 1 | 2 |
| 5 | 6 | 7 | 8 | 9 |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

S: 0 (0) T: 0 (0)

August 2027

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 2 | 3 | 4 | 5 | 6 |
| 9 | 10 | 11 | 12 | 13 |
| 16 | 17 | 18 | 19 | 20 |
| 23 | 24 | 25 | 26 | 27 |
| 30 | 31 | | | |

S: 4 (4) T: 5 (5)

September 2027

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | |

S: 20 (24) T: 20 (25)

October 2027

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | | | 1 |
| 4 | 5 | 6 | 7 | 8 |
| 11 | 12 | 13 | ~~14~~ | 15 |
| 18 | 19 | 20 | 21 | 22 |
| 25 | 26 | 27 | 28 | 29 |

S: 21 (45) T: 21 (46)

November 2027

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | ~~18~~ | ~~19~~ |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | | | |

S: 18 (63) T: 18 (64)

December 2027

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | 9 | 10 |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

S: 13 (76) T: 13 (77)

January 2028

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | ~~26~~ | ~~27~~ | ~~28~~ |
| 31 | | | | |

S: 19 (95) T: 20 (97)

February 2028

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 |
| 14 | 15 | 16 | 17 | 18 |
| 21 | 22 | 23 | 24 | 25 |
| 28 | 29 | | | |

S: 19 (114) T: 19 (116)

March 2028

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | 1 | 2 | 3 |
| 6 | 7 | 8 | ~~9~~ | ~~10~~ |
| 13 | 14 | 15 | 16 | 17 |
| 20 | 21 | 22 | 23 | 24 |
| 27 | 28 | 29 | 30 | 31 |

S: 18 (132) T: 18 (134)

April 2028

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 3 | 4 | 5 | 6 | 7 |
| 10 | 11 | 12 | 13 | 14 |
| 17 | 18 | 19 | 20 | 21 |
| 24 | 25 | 26 | 27 | 28 |

S: 19 (151) T: 19 (153)

May 2028

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 8 | 9 | 10 | 11 | 12 |
| 15 | 16 | 17 | 18 | 19 |
| 22 | 23 | 24 | 25 | 26 |
| 29 | 30 | 31 | | |

S: 22 (173) T: 22 (175)

June 2028

| MO | TU | WE | TH | FR |
|---|---|---|---|---|
| | | | 1 | 2 |
| 5 | 6 | ~~7~~ | ~~8~~ | ~~9~~ |
| 12 | 13 | 14 | 15 | 16 |
| 19 | 20 | 21 | 22 | 23 |
| 26 | 27 | 28 | 29 | 30 |

S: 7 (180) T: 8 (183)

| |
|---|
| Students & Staff |
| Late Arrival |
| School Breaks |
| Optional Report |
| Federal Holiday |
| In-Person DPPD |
| Virtual DPPD |
| Mandatory Report |
| ~~True Half Day~~ |
| ~~Half Day Elem~~ |
| ~~Half Day HS/MS~~ |
| ~~Half Day HS/MS/Elem~~ |
| Month Total (Running Total) |

3-16-2026

Mike Wand
3-16-26

Sa 7 Mar 2026

## APPENDIX B-1
## Salary Schedules

**Year 1 – 2025/2026**

**New 2025-2026 Salary Schedule retroactive to the commencement of the 2025/2026 school year (see salary schedule below).**

- Eliminate Steps 1-3 from 2023-2024 Salary Schedule
- Add new Step 13 (1.5% greater than 2023/2024 Salary Schedule Step 15)
- 3% on schedule increase to Salary Schedule
- Slide and place current bargaining unit members on the new 2025-2026 Salary Schedule
- Lane Advancement
- $1,500.00 off schedule payment to all bargaining unit members to be paid in the first payroll after ratification of this Agreement by the parties (no proration).

The retroactivity provided herein (all components of compensation including those set forth directly above in Items 1-5, all Schedule B compensation and longevity) shall be made on or before the second payroll after ratification of this Agreement by both parties.

**Year 2 – 2026/2027**

**2026-27 Salary Schedule (see salary schedule below).**

- 2% on schedule increase to Salary Schedule
- Step and Lane Advancement
- $1,000.00 off schedule payment to all bargaining unit members who were employed by CCS in June 2026 continuously through November 15, 2026. Said payment shall be made on or before the first pay period in November 2026.
- $1,000.00 off schedule payment to all bargaining unit members on or before the last pay period in June 2027.

**Year 3 – 2027/2028**

**2027-28 Salary Schedule (see salary schedule below).**

- 2% on schedule increase to Salary Schedule
- Step and Lane Advancement
- $1,000.00 off schedule payment to all bargaining unit members on or before the last pay period in June 2028.

# SALARY SCHEDULES

**2025-2026**

| New Step | BA | BA20 | MA | MA15 | MA30 | EDS/DOCT | DOCT |
|---|---|---|---|---|---|---|---|
| 1 | 48,067 | 49,023 | 54,273 | 56,199 | 57,356 | 58,014 | 58,683 |
| 2 | 50,471 | 51,429 | 57,566 | 59,493 | 60,652 | 61,311 | 61,980 |
| 3 | 52,875 | 53,835 | 60,857 | 62,787 | 63,948 | 64,609 | 65,277 |
| 4 | 55,280 | 56,242 | 64,149 | 66,081 | 67,243 | 67,905 | 68,576 |
| 5 | 57,684 | 58,648 | 67,441 | 69,375 | 70,539 | 71,202 | 71,873 |
| 6 | 60,089 | 61,053 | 70,732 | 72,669 | 73,832 | 74,498 | 75,171 |
| 7 | 62,493 | 63,519 | 74,024 | 75,965 | 77,129 | 77,795 | 78,468 |
| 8 | 64,897 | 65,865 | 77,316 | 79,257 | 80,424 | 81,092 | 81,768 |
| 9 | 67,301 | 68,273 | 80,608 | 82,551 | 83,720 | 84,390 | 85,064 |
| 10 | 69,707 | 70,678 | 83,899 | 85,846 | 87,015 | 87,687 | 88,362 |
| 11 | 72,111 | 73,084 | 87,182 | 89,139 | 90,311 | 90,983 | 91,660 |
| 12 | 75,260 | 76,246 | 91,388 | 93,359 | 94,543 | 95,224 | 95,908 |
| 13 | 76,389 | 77,389 | 92,759 | 94,760 | 95,961 | 96,652 | 97,347 |

**2026-2027**

| | BA | BA20 | MA | MA15 | MA30 | EDS/DOCT | DOCT |
|---|---|---|---|---|---|---|---|
| 1 | 49,028 | 50,003 | 55,358 | 57,323 | 58,503 | 59,174 | 59,857 |
| 2 | 51,480 | 52,458 | 58,717 | 60,683 | 61,865 | 62,537 | 63,220 |
| 3 | 53,933 | 54,912 | 62,074 | 64,043 | 65,227 | 65,901 | 66,583 |
| 4 | 56,386 | 57,367 | 65,432 | 67,403 | 68,588 | 69,263 | 69,948 |
| 5 | 58,838 | 59,821 | 68,790 | 70,763 | 71,950 | 72,626 | 73,310 |
| 6 | 61,291 | 62,274 | 72,147 | 74,122 | 75,309 | 75,988 | 76,674 |
| 7 | 63,743 | 64,789 | 75,504 | 77,484 | 78,672 | 79,351 | 80,037 |
| 8 | 66,195 | 67,182 | 78,862 | 80,842 | 82,032 | 82,714 | 83,403 |
| 9 | 68,647 | 69,638 | 82,220 | 84,202 | 85,394 | 86,078 | 86,765 |
| 10 | 71,101 | 72,092 | 85,577 | 87,563 | 88,755 | 89,441 | 90,129 |
| 11 | 73,553 | 74,546 | 88,926 | 90,922 | 92,117 | 92,803 | 93,493 |
| 12 | 76,765 | 77,771 | 93,216 | 95,226 | 96,434 | 97,128 | 97,826 |
| 13 | 77,917 | 78,937 | 94,614 | 96,655 | 97,880 | 98,585 | 99,294 |

**2027-2028**

| | BA | BA20 | MA | MA15 | MA30 | EDS/DOCT | DOCT |
|---|---|---|---|---|---|---|---|
| 1 | 50,009 | 51,003 | 56,465 | 58,469 | 59,673 | 60,357 | 61,054 |
| 2 | 52,510 | 53,507 | 59,891 | 61,897 | 63,102 | 63,788 | 64,484 |
| 3 | 55,012 | 56,010 | 63,315 | 65,324 | 66,532 | 67,219 | 67,915 |
| 4 | 57,514 | 58,514 | 66,741 | 68,751 | 69,960 | 70,648 | 71,347 |
| 5 | 60,015 | 61,017 | 70,166 | 72,178 | 73,389 | 74,079 | 74,776 |
| 6 | 62,517 | 63,519 | 73,590 | 75,604 | 76,815 | 77,508 | 78,207 |
| 7 | 65,018 | 66,085 | 77,014 | 79,034 | 80,245 | 80,938 | 81,638 |
| 8 | 67,519 | 68,526 | 80,439 | 82,459 | 83,673 | 84,368 | 85,071 |
| 9 | 70,020 | 71,031 | 83,864 | 85,886 | 87,102 | 87,800 | 88,500 |
| 10 | 72,523 | 73,534 | 87,289 | 89,314 | 90,530 | 91,230 | 91,932 |
| 11 | 75,024 | 76,037 | 90,705 | 92,740 | 93,959 | 94,659 | 95,363 |
| 12 | 78,300 | 79,326 | 95,080 | 97,131 | 98,363 | 99,071 | 99,783 |
| 13 | 79,475 | 80,516 | 96,506 | 98,588 | 99,838 | 100,557 | 101,280 |

Lanes shaded shall be closed for bargaining unit members hired on or after September 1, 2017.

## APPENDIX B-2
## MISCELLANEOUS

College credit hours and degrees must be delivered to the Human Resources Office no later than October 1, to receive related pay.

Supplementals, as set forth in Appendix B-5 (Salary Schedule – Extracurricular Activities) shall be paid in accordance with the District's regularly schedule pay period calculated in equal payments over the estimated length of the extra-curricular activity period, including any time necessary for post-season tournament, performance or other end of season activities. The District may, in its discretion, make a final payment to include all remaining stipend funds owed earlier than originally estimated if the extra-curricular activity has ended.

1. Uniforms and equipment are collected no later than 30 days after the conclusion of the sports season and a completed inventory form is submitted to the Athletic Director.

TEACHER STATE RETIREMENT

The Board will pay the teachers' state retirement contribution to the Michigan Public School Employees Retirement System at the State-mandated percent of the salaries set forth in this schedule.

COST OF LIVING ADJUSTMENT (C.O.L.A.) C.O.L.A. will be suspended for term of this Agreement.

Each teacher shall receive a cost of living adjustment (C.O.L.A.) as a deferred salary increase based on the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100) and hereafter referred to as the CPI. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase, - rounded to the nearest one-tenth of one percent - of the CPI, multiplied by the appropriate salary steps as listed in the Salary Schedule. This percentage shall be determined by subtracting the CPI of April, _____. The resulting amount of money shall then be paid, rounded to the nearest $1.00 to each teacher no later than June 30, _____. Such payment shall be made a part of the teacher's regular _____ salary and folded into the _____ salary schedule, but shall be paid by a check separate from the teacher's regular paycheck. The limit of the increase from this computation shall be 0%.

If the teacher does not complete the school year or is employed for less than the full school year, the cost of living adjustment shall be pro-rated based on a ratio of the number of work days that teacher worked to 185 workdays multiplied by the cost of living adjustment.

SALARY PLACEMENT

"University" shall be defined to mean any institution which is empowered by a law to grant Baccalaureate or Advanced degrees.

BACHELOR'S +20 HOURS. A teacher who has completed at least twenty (20) semester hours of university approved graduate study in his/her area of certificated endorsement or area of responsibility beyond a Bachelor's degree shall be placed on the BA20 salary scale. If those hours are outside of the teacher's area of certificated endorsement or are not part of the university-approved advanced degree program, a teacher who is seeking to qualify under this provision shall obtain the prior approval of the Superintendent or designee for those hours. Undergraduate hours which are part of an advanced degree plan or program beyond a Bachelor's degree may be included within the twenty (20) hours. In addition, hours earned by a teacher beyond a Bachelor's degree which have been required by the District and for which prior approval has been granted by the Superintendent shall qualify as part of the required twenty (20) hours under this provision.

MASTER'S +15 HOURS. A teacher who has completed at least fifteen (15) semester hours of university approved graduate study in his/her area of certificated endorsement or area of responsibility beyond a Master's degree shall be placed on the MA15 salary scale. If those hours are outside of the teacher's area of certificated endorsement or are not part of a university-approved advanced degree program, a teacher who is seeking to qualify under this provision shall obtain the prior approval of the Superintendent or designee for those hours.

Undergraduate hours which are part of an advanced degree plan or program beyond the Master's degree may be included within the fifteen (15) hours. In addition, hours earned by a teacher beyond a Master's degree which have been required by the District and for which prior approval has been granted by the Superintendent shall qualify as part of the required fifteen (15) hours under this provision.

MASTER'S +30 HOURS. A bargaining unit member who has completed at least thirty (30) semester hours beyond his/her Master's Degree of university-approved graduate study in his/her area of certification/endorsement, area of responsibility, or toward an advanced degree beyond a Master's degree, which may include a second Master's degree, shall be placed on the MA+30 lane upon ratification of this Agreement. If said hours are not part of a university-approved advanced degree program, a bargaining unit member who is seeking to qualify under this provision shall obtain the prior approval of the Superintendent for such hours. Upon prior approval, undergraduate hours which are part of an advanced degree plan or program beyond the Master's degree shall be included within the thirty (30) hours. In addition, hours earned by a bargaining unit member beyond a Master's degree which have been required by the District and for which prior approval has been granted shall qualify as part of the required thirty (30) hours under this provision. Additionally, all bargaining unit members whose Master's Degree requires and has earned a minimum of 60 credit hours shall be placed on the Master's +30 lane. Lane placement as provided herein shall apply to current CEA bargaining unit members and new bargaining unit hires.

## APPENDIX B-3 LONGEVITY PAY

LONGEVITY PAY for all bargaining unit members hired prior to 8/1/25

The Board will pay non-cumulative longevity pay to teachers in the amount of:

$1,000 after **10** years of service with Clintondale Community Schools

$2,000 after **15** years of service with Clintondale Community Schools

$2,600 after **20** years of service with Clintondale Community Schools

$3,700 after **25** years of service with Clintondale Community Schools

Beginning with the 2003/04 contract year, longevity shall be paid (per the above schedule) on the last pay of the anniversary month in which the teacher was hired. Years of service does not include time on layoff or unpaid leave of absence.

To change from longevity payment in June to anniversary hire date or in the event of termination of employment before the teacher's anniversary date, a pro-rated payment will be made.

LONGEVITY PAY for all bargaining unit members hired on or after to 8/1/25

The Board will pay non-cumulative longevity pay to teachers in the amount of:

$500 after **14** years of service with Clintondale Community Schools

$1,300 after **19** years of service with Clintondale Community Schools

$1,600 after **25** years of service with Clintondale Community Schools

$1,850 after **30** years of service with Clintondale Community Schools

Longevity shall be paid (per the schedule above) on the last pay of the anniversary month in which the teacher was hired. Years of service does not include time on layoff or unpaid leave of absence.

## APPENDIX B-4
## SALARY SCHEDULE FOR SPECIAL AREAS

Any teacher placed on the BA20, MA15, and the MA30 salary schedules before September 1, 1979, shall not be subject to the above qualifying provisions while in their present salary lane.

Bargaining unit members who acquire a Juris Doctorate or Doctor of Divinity Degree after August 31, 1993 shall not qualify for compensation on the Doctorate Schedule.

**Salary Schedule for Special Areas**

2025-2028 $45.00 per hour

See Article IV.C.

SUMMER SCHOOL

Courses by certified personnel $45 per hour

CURRICULUM AND COMMITTEE WORK

Any teacher undertaking an assignment in excess of the school day whose assignment is not otherwise compensated by supplemental pay shall be paid a sum of **(see above).**

OTHER ASSIGNMENTS

Any teacher undertaking an assignment in excess of the school year whose assignment is not otherwise compensated by supplemental pay shall be paid a weekly sum of 1/40th of his/her teaching salary.

## APPENDIX B-5
## SALARY SCHEDULE – EXTRA-CURRICULAR ACTIVITIES

Up to a maximum of ten (10) years coaching experience in the same sport outside the District will be allowed. Annual remuneration for a given assignment bears a percentage relationship to the appropriate level on the Bachelor's Level Salary Schedule. The appropriate level is represented by the teacher's previous years of experience in directing a given activity in the District, plus credit for outside experience for up to ten (10) years.

| **ATHLETICS** | **PERCENTAGES** |
|---|---|
| A. COACHING, HIGH SCHOOL | |
| Football, Varsity - Head Coach | 12 |
| Football, Varsity - Assistant Coach | 9 |
| Football Junior Varsity | 8 |
| Football Freshmen | 7 |
| Basketball, Varsity Head Coach | 12 |
| Basketball, Junior Varsity | 8 |
| Basketball, Freshmen | 7 |
| Basketball, Women's Varsity Coach | 12 |
| Basketball, Women's Junior Varsity Coach | 8 |
| Baseball, Varsity Head Coach | 9 |
| Baseball, Junior Varsity | 6 |
| Baseball, Freshmen | 5 |
| Softball, Varsity | 9 |
| Softball, Junior Varsity | 6 |
| Track, Varsity - Head Coach - Boys & Girls | 9 |
| Track, Varsity - Asst. Coach - Boys & Girls | 6 |
| Golf, Head Coach | 5 |
| Cross Country - Head Coach | 9 |
| Wrestling - Head Coach | 12 |
| Wrestling - Assistant Coach | 9 |
| Swimming Coach | 9 |
| Tennis Coach | 6 |
| Gymnastics, Head Coach | 8 |
| Gymnastics, Assistant Coach | 6 |
| Cheerleader Coach Varsity | 10 |
| Cheerleader Coach Junior Varsity | 6 |
| Pom Pon Coach | 5 |
| Flag Core Coach | 5 |
| Volleyball Coach, Varsity | 9 |
| Volleyball Coach, Junior Varsity | 6 |
| Volleyball Coach, Freshmen | 5 |
| Bowling Coach | 6 |

B. COACHING, MIDDLE SCHOOL

| | |
|---|---|
| Football - Head Coach | 6 |
| Football - Assistant Coach | 5 |
| Basketball - Grade 8 | 6 |
| Basketball - Grade 7 | 6 |
| Baseball, Head Coach Grades 6, 7 and 8 | 6 |
| Softball Head Coach Grades 6,7 and 8 | 6 |
| Track - Head Coach – Boys & Girls | 6 |
| Track - Assistant Coach Boys & Girls | 5 |
| Volleyball – Head Coach | 6 |
| Wrestling – Head Coach | 6 |
| Wrestling – Assistant Coach | 5 |
| Cheerleader Coach | 5 |

C. COACHING, ELEMENTARY

| | |
|---|---|
| Football | 3 |
| Basketball | 3 |
| Gymnastics | 3 |

| **ACTIVITIES** | **PERCENTAGES** |
|---|---|
| D. HIGH SCHOOL | |
| *Student Council Advisor | 8 |
| Yearbook Advisor | 6 |
| **Drama Advisor | 6 |
| Music - Instrumental, including concerts, marching band and pep band | 12 |
| Music Concerts – Vocal | 5 |
| Class Sponsors: | |
| Senior | 5 |
| Junior | 5 |
| Sophomore | 2 |
| Freshman | 2 |
| Club Sponsors | 2 |
| Newspaper Sponsor | 5 |
| *Department Heads (one combined position for Grades 6-12) | 5 |
| Debate Sponsor | 5 |
| Quiz Bowl | 5 |
| Science Olympiad | 6 |
| Key Club | 2 |
| Honor Society, Art Club, Key Club | 2 |
| Dollars for Scholars | 6 |
| E. MIDDLE SCHOOL | |
| Student Council Advisor | 6 |
| Music Concerts – Instrumental | 6 |
| Music Concerts – Vocal | 4 |
| Club Sponsors | 2 |
| *Department Heads (one combined position for Grades 6-12) | 5 |

Yearbook Advisor ..... 4
Drama: (Two [2%] percent if offered as a class, five [5%] percent if held as a complete after-school activity)
Science Olympiad Coach ..... 5

F. ELEMENTARY

Music – Instrumental ..... 4
Music – Vocal ..... 3
Service Squad ..... 2
Safety Patrol ..... 3
Camping ..... 2
Science Olympiad Coach ..... 5
Run Club ..... 2
Green Team ..... 2
Other activities and Clubs authorized by Board of Education, including Student Council, Newspaper, etc. ..... 1
ECSE Coordinator ..... 1/6 of regular salary
Transition Coordinator ..... 1/6 of regular salary
World Class Instructional Design and Assessment (WIDA) Coordinator ..... 1/6 of regular salary
GSRP Teachers ..... $1,200 per semester

G. OTHER

Driver Education Coordinator - $275.00 per semester
Computer Coordinators - $750.00 per Semester

Remuneration (annual) for a given assignment bears a percentage relationship to the appropriate level on the Bachelor's Schedule. The appropriate level is represented by the teacher's previous years of experience in directing a given activity in the Clintondale Schools, plus credit for outside experience, up to ten (10) years.

*If release time is provided, the supplemental pay percentage is not applicable. *

*Includes fall and spring student productions.

## APPENDIX C
## CHARLOTTE DANIELSON FRAMEWORK FOR EVALUATION DOCUMENTS AND FORMS FOR ALL BARGAINING MEMBERS

**Probationary Teacher**
Individual Development Plan (IDP)
Mid-Year Summative Evaluation
Final Summative Evaluation

**Tenure Teacher**
Mid-Year Summative Evaluation
Final Summative Evaluation

**School Counselor**
Final Summative Evaluation

**School Psychologist**
Final Summative Evaluation

**Speech and Language Pathologist**
Final Summative Evaluation

**Social Worker**
Final Summative Evaluation

**Behavior Coach**
Final Summative Evaluation

**Instructional Coach**
Final Summative Evaluation

## APPENDIX D
## LETTERS OF UNDERSTANDING

The Board and the Association retain the following Letters of Understanding, Agreement, Clarification, and Intent.

| | |
|---|---|
| September 1986 | Letter of Intent: Middle School Preparation Period Reporting Time |
| May 29, 1997 | Letter of Understanding: Increase in Hours of Instruction (1997-2000) |
| August 5, 2003 | Letter of Clarification: Middle School Teachers' Day to Coincide with Student Day |
| June 1, 2004 | Tentative Agreement: Records Day |
| April 11, 2024 | Student Loan Repayment Program |
| February 11, 2026 | CCEC iCampus Virtual Learning |
| February 11, 2026 | Board Certified Behavior Analyst (BCBA) |
| February 11, 2026 | Third Party Contracted Services-School Psychologist, Social Worker and Speech and Language Pathologist |

**CLINTONDALE**
COMMUNITY SCHOOLS

35100 Little Mack
Mt. Clemens, Michigan
48043

(313) 791-6300

RAYMOND M. CONTESTI, Ed.D.
Superintendent

Donald J. Seiferlein
Deputy Superintendent

BOARD OF EDUCATION

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*The Team Working Together*

*for Our Children's Future*

LETTER OF INTENT

September, 1986

MEA-NEA Local 1
33 North River Road
Mt. Clemens, Michigan 48043

RE: Middle School Preparation Period Reporting Time

Dear Union Members:

As an expression of appreciation for middle school teachers having more student-teacher contact time than appears to be the case in surrounding school districts, and at the request of the teachers' union, the MEA-NEA Local 1, speaking for the teaching staff, the Board of Education is agreeable to extending to middle school teachers the opportunity to do part of their preparation work outside the regular school day as defined in Article IV of the Master Agreement.

Middle school teachers with last hour planning periods may, if they like, leave 10 minutes after the students dismissal rather than remain in school to complete their scheduled preparation period at the end of the school day for the duration of this Agreement.

For any teacher who has a preparation period during the middle of the day, rather than at the beginning or the end of the day, the Board will attempt to arrange schedules in such a fashion that all teachers involved shall be afforded comparable flexibility.

It is not the intention of the Board, however, in making these allowances to interfere with the ability of the principal of the school to schedule staff meetings during the regularly scheduled preparation periods.

BOARD OF EDUCATION
CLINTONDALE COMMUNITY SCHOOL DISTRICT

Judith A. Akers

Judith A. Akers, President

JAA/bw

**(LETTER OF UNDERSTANDING**
**INCREASE IN HOURS OF INSTRUCTION**
**SCHOOL YEAR 1997-2000)**

*(May 29, 1997)*

**ELEMENTARY**

Beginning in the 1995-1996 school year, ten (10) minutes of instruction time will be added to the beginning of the student day and five (5) minutes of instruction time will be added to the end of the student day. This letter of understanding was amended on May 29, 1997. The elementary teacher reporting time coincides with the student reporting time in order to achieve the 7 1/4 hours and 45 minute planning time requirement. Fourteen (14) one-half days be scheduled with instruction time of not less than three (3) hours on those days. The intent is to schedule an additional fifteen (15) minutes instruction time per day for the students.

Beginning in the 1997-1998 school year, a fifteen (15) minute adjustment to the lunch hour will be implemented. The duty-free lunch period will be not less than thirty (30) minutes for all elementary teachers.

**MIDDLE SCHOOL**

In order to meet the State kid Act of 1994, beginning in the 1997-1998 school year, instruction time in the Middle School will be increased fifteen (15) minutes per day. The teacher work day will be seven and one quarter (7 1/4) hours, which is equal to the elementary and high school teacher work day.

By: Kenneth H. Austin
Kenneth Austin
Association President

Francis Marella, President
Board of Education

**LETTER OF CLARIFICATION**

MIDDLE SCHOOL TEACHERS' DAY
TO COINCIDE WITH THE STUDENT
DAY (ORIGINATED -AUGUST 2001)
FINALIZED AUGUST 2003

The Association and Board agree that due to increased instructional time at the middle school and an inability to provide a full planning period at the middle school these teachers' day will coincide with the student day.

Mitchell L. Ritter
Assistant Superintendent

Ken Austin
Association President

Dated: August 5, 2003

Tentative Agreement
Between
Clintondale Community Schools
And
MEA Local I – Clintondale Education Association

Records Day

Teachers will be allowed the option of reporting or not reporting to work on teacher record days so long as their necessary obligations, as traditionally required, are turned in by the appointed time. Teacher record days consist of one full day at the end of the first semester and three half days at the end of the second semester as designated on the school calendar.

Ronald E. Fisher, President
Board of Education

Date:_June 1, 2004

Kenneth Austin, President
Clintondale Education Association

Date: June 1, 2004

**LETTER OF AGREEMENT**
**between**
**THE BOARD OF EDUCATION OF CLINTONDALE COMMUNITY SCHOOLS**
**and**
**THE CLINTONDALE EDUCATION ASSOCIATION MEA-NEA, LOCAL 1**

The Clintondale Community Schools Board of Education (the "District" or "Board") and the Clintondale Education Association MEA-NEA, Local 1 (the "Association") hereby agree as follows regarding the application and implementation of the Michigan Department of Education's (the "MDE's") Student Loan Repayment Program (the "Program") within the District:

1. The State of Michigan has allocated Two Hundred Twenty-Five Million Dollars ($225,000,000.00) to all school districts for the purpose of implementing a Student Loan Repayment Program. Only school districts may apply for this grant through the MDE.

2. The parties understand that the State of Michigan solely funds the Program and solely establishes the terms, conditions, and eligibility criteria for the Program.

3. The District agrees that it will apply for this grant.

4. If the District is granted money from the MDE pursuant to the grant application, the District will allocate up to Two Hundred Dollars ($200.00) per month to eligible participants. The amount may be increased if the participant works in a school within the Band 6 Opportunity Index (85% of pupils in the district are economically disadvantaged pupils).

5. "Eligible participants" are bargaining unit members who meet the definition of an "eligible participant" as defined in the State School Aid Act, MCL 388.1627k. Pursuant to MCL 388.1627k(8)(b), "eligible participant" means "an individual who is participating in a federal student loan repayment program described in subsection (3) and who is working 32 hours or more per week at a district or intermediate district in a role in which the individual works directly with pre-K to 12 students, including, but not limited to, educators, counselors, social workers, psychologists, reading specialists, librarians, and school administrators who work directly with students." Eligible participants may only receive funding through the Program if the member continues to meet the criteria of an eligible participant. Eligibility is subject to change based on a change in the law and/or guidance from the MDE.

6. Any disputes with the Program shall vest exclusively with the State of Michigan and not the District. The Association and bargaining unit members agree that if there are any issues with the administration of the Program, the Association and/or bargaining unit member will take the issue directly to the State of Michigan, not the District.

7. The Association agrees that the District may pre-condition bargaining unit member participation in the Program on the member executing an individual waiver of claims and individual indemnification agreement developed by the District.

8. The District will attempt to follow all applicable tax rules; however, it is the employee's responsibility to seek professional tax advice and pay any applicable taxes on their own.

The District and the Association recommend that bargaining unit members consult with their attorney or certified public accountant regarding any tax implications before agreeing to participate in the Program.

9. If any contributions made to an individual employee through the Program are later deemed not reimbursable to the District through the Program because of the employee's ineligibility, the District may withdraw such contributions from the employee's paycheck through payroll deductions. In the event that the contributions are not reimbursable to the District for reason(s) other than the eligibility of individual employees, the District agrees to consult with the Association before taking any action.

10. It is the employee's responsibility to cover any additional District costs beyond the administration of the Program, including, but not limited to, payroll taxes and/or retirement obligations, if they become applicable.

11. The duration of the Program is exclusively determined by the State of Michigan and shall cease when funding is no longer available, the law is changed and/or repealed, or the District otherwise determines to no longer participate in Program. The Program is not subject to the grievance procedure.

12. The Association agrees to not challenge any administrative regulations adopted by the District regarding the implementation of the Program. The District will provide guidance for employee ineligibility due to working less than 32 hours per week.

13. In order to be eligible for a month's payment, the employee must work 32 hours a week for the entire month. Employees will only be given credit on increments at a full one (1) month. Credit will not be given for any partial months worked. Periods when employees are not expected to work (e.g. summer months, school vacation periods) are considered as periods worked for the purposes of this Letter of Agreement.

14. The District is not responsible for any employee's missed deadlines, verification, and/or incomplete documentation that results in any subsequent loss of grant funding for the employee.

15. Since participation in the Program is discretionary on the part of the District, the Association and participating employees agree to a covenant not to sue the District regarding administration of the Program.

16. If the Program changes due to a change in the law and/or guidance from the MDE, or the District's understanding of the Program changes, the District will assess the impact of such change and determine whether continued participation in the Program is warranted. The District agrees that all funds received from this Program from the State of Michigan shall be distributed to eligible participants. The District agrees to provide the Association and bargaining unit members at least ninety (90) days' notice if it determines to no longer participate in the program.

17. This Letter of Agreement includes all items and issues specifically agreed to by the District and the Association pertaining to the subject matter addressed herein, and this agreement does not alter any other terms or conditions of the Master Agreement. This

agreement does not create precedent to positions the District and the Association may have taken in the past or may take in the future.

Clintondale Community Schools

4-11-24

Date

CEA, MEA-NEA, Local 1

Mike Ward

4-11-2024

Date

**Clintondale Education Association, MEA/NEA – Local 1**
**2/11/26 Side Proposal**

**Letter of Agreement**
**between**
**Clintondale Community Schools and MEA/NEA Local 1, Clintondale Education Association**
**Re: 25/26, 26/27 and 27/28 CCEC iCampus Virtual Learning**

Clintondale Community Schools (CCS) and Clintondale Education Association MEA-NEA, Local 1 (CEA) hereby agree as follow:

A. Effective at the beginning of the 2024/2025 school year, CCS elected to make changes to its virtual learning programs which include 100% exclusive virtual classes for students (with drop in support) and virtual classes for traditional brick and mortar Grade 6-12 students. The parties did not agree upon the terms and conditions for CCEC iCampus Virtual Learning for the 24/25 school year; this is the subject of a pending Unfair Labor Charge filed by the CEA against CCS.

B. In accordance with Article I of the collective bargaining agreement between CCS and CEA, the parties recognize that the CEA is the sole and exclusive bargaining representative for all certified teacher personnel including non teaching professional staff assigned to any and all virtual classes.

C. CCS may use a third-party online virtual provider to deliver curriculum and instruction in a one-way communication format. CCS may not use a third-party online virtual provider to provide Teachers of Record or Mentors. The use of a third-party online virtual provider shall be subject to the following terms and conditions:
    1. Grade 6-12 students enrolled in 100% CCEC iCampus virtual instruction.
    2. Grade 6-12 students enrolled in traditional brick and mortar program subject to the following:
        a. The class is an elective and not offered by CCS; or
        b. Unique medical needs of the student; or
        c. Student schedule conflict; or
        d. Credit recovery, provided it is scheduled outside the traditional student day;
        e. Students shall be limited to no more than two (2) virtual classes each semester except as provided by MCL 388.1621f.

D. In no event shall a bargaining unit member be assigned to provide virtual and traditional in-person instruction simultaneously.

E. CCS shall maintain an online course catalogue that provides a list of virtual courses that are offered to CCS students. The online course catalog shall be made available to the CEA and all bargaining unit members through a link posted on CCS's website.

F. Teachers of Record – Assignment

1. Teacher of Record shall be considered a teaching period as identified in Article IV, Paragraph A.
2. A bargaining unit member may hold the position of Teacher of Record and Mentor.
3. CEA bargaining unit members assigned as a Teacher of Record, Mentor and CEA bargaining unit members providing professional ancillary services may need to provide service to students outside of the contractual duty day. In this instance, the bargaining unit member must seek prior authorization from her/his direct Supervisor and shall be compensated at the hourly rate of $45.00 per hour as provided in Appendix B-4.

G. Teachers of Record and Mentors – Class Size

1. For a teaching period in which a bargaining unit member is assigned to a virtual class but is not assigned the class as a Teacher of Record or Mentor, the class size shall be consistent with Article VI, Paragraph A.
2. The number of students assigned to a Teacher of Record or Mentor within any subject area shall not exceed three-hundred (300) students per semester. When the class size exceeds three-hundred (300) students, a new section shall be created. If CCS is unable to create a new section until the new semester, the Teacher of Record or Mentor shall be paid an additional 1/6 at his/her per diem rate for the duration of the semester.
3. Overage payments as provided herein shall be subject to MPSERS as additional compensation for additional work. Overage payments, if any, shall be paid by CCS to CEA bargaining unit members quarterly.
4. If a student is assigned a Teacher of Record and Mentor who are not the same, the student shall count toward the class size limit of the Teacher of Record and the student shall count toward the class size limit of the Mentor. If the same CEA bargaining unit member is assigned as both the Teacher of Record and Mentor, the student shall count as one for class size purposes.

H.Teacher of Record Expectations:

1. The Teacher of Record shall be required to physically report to the assigned job site.
2. The assigned class period shall also be used for student support including, but not limited to, IEP input/participation, zoom support, working directly with students, monitoring notifications, maintaining logs, and entering grades.
3. A bargaining unit member may complete a student or parent contact log.
4. Final Exams/Grading
   a. Teachers of Record and/or Mentors will open the final exams when all requirements are met.
   b. CCS shall provide each Teacher of Record with a google document for the purposes of grading and recognition of course completion.
   c. Grades must be entered into PowerSchool in a timely manner.
5. Mentor List. Upon assignment of a Mentor, CCS shall provide to the Teacher of Record the name of the Mentor assigned to each student. CCS shall promptly provide changes or other updates in Mentor assignments to the Teacher of Record.

I. Teachers of Record – Equipment. CCS shall provide Teachers of Record with a CCS issued laptop and communication platform. There is no expectation that bargaining unit members use their own personal cell phones or other personal technological devices for this purpose.

J. The parties recognize that the position of Mentor is not exclusive CEA bargaining unit work. In the event that CCS assigns CEA bargaining unit members to the position of Mentor, the parties shall meet to bargain the wages , hours and other terms and conditions of employment of the Mentors including, but not limited to Class Size and Expectations.

K. During the term of this Letter of Agreement, the parties agree to meet as needed to address unforeseen circumstances that may arise.

L. The wages, hours and other terms and conditions of employment for all CEA bargaining unit members assigned as Teachers of Record and/or Mentors to CCEC iCampus virtual classes shall be governed by the parties' collective bargaining agreement except as otherwise specifically provided in this Letter of Agreement.

M. This Letter of Agreement shall be effective upon ratification of this Letter of Agreement as well as the parties' successor collective bargaining agreement and shall remain in full force and effect through August 31, 2028.

Ken Janczarek, Superintendent,
Clintondale Community Schools

Mike Ward, President
MEA/NEA Local 1, Clintondale Education Association (CEA)

2-11-26
Date

2/11/26
Date

**2/11/26 SIDE BAR/OFF THE RECORD PROPOSAL**

**Letter of Agreement**

**Between**

**Clintondale Community Schools/Clintondale Board of Education**

**and**

**MEA/NEA Local 1, Clintondale Education Association**

**Re: Board Certified Behavior Analyst (BCBA)**

Clintondale Community Schools (CCS) and MEA/NEA Local 1, Clintondale Education Association (CEA) agree as follows regarding the position of Board Certified Behavior Analyst (BCBA).

1. On or about November 17, 2025, CCS created two new positions titled Board Certified Behavior Analyst (BCBA) and identified the positions as outside the Recognition Clause of the CCS/CEA collective bargaining agreement (see Article I – Recognition).

2. The CEA filed a Unit Clarification Petition with the Michigan Employment Relations Commission (MERC) asserting that the BCBA position falls within the Recognition Clause of the CCS/CEA collective bargaining agreement (see Article I – Recognition) and that therefore, the BCBA position is governed by the wages, hours and other terms and conditions of employment of the CCS/CEA collective bargaining agreement (CBA). The Unit Clarification Petition is currently pending before MERC.

3. On or about January 12, 2026, CCS hired Meaghan Kunes (Kunes) to fill the position of BCBA at the annual rate of $88,726.00, prorated for the number of days worked during the 25/26 school year.

4. For the duration of the 25/26 school year, the BCBA position currently held by Kunes shall remain outside the CCS/CEA (CBA) and therefore not subject to the CCS/CEA CBA. The current salary and benefits of Ms Kunes shall remain unchanged for the duration of the 25/26 school year.

5. In the event that Kunes is employed by CCS as a BCBA upon the commencement of the 26/27 school year: (a) her BCBA position shall be considered a position within the Recognition Clause of the CCS/CEA CBA and therefore it shall be governed by the wages, hours and other terms and conditions of the employment of the CCS/CEA CBA; (b) Kunes shall be placed on MA Step 13 of the 26/27 Salary Schedule based upon Ms Kunes education and experience, and the CCS/CEA CBA; (c) Kunes' CEA seniority date shall be the first teacher report day of the 26/27 school year.

6. As of the date of the execution of this Letter of Agreement, the second BCBA position remains vacant. Upon execution of this Letter of Agreement, CCS shall rescind the posting. In the event that CCS opts to repost the position(s), the position(s) shall be posted as a CEA bargaining unit position.

7. Upon the expiration of the 2025/2026 – 2027/2028 CCS CBA and the negotiation of a successor collective bargaining agreement, Article I – Recognition of the successor agreement shall be revised to include the position of BCBA.

8. This Letter of Agreement does not constitute the establishment of a precedent, custom, practice, or binding working condition as to the interpretation, enforcement, or application of the parties' 2025/2026 – 2027-2028 CBA, or any successor collective bargaining agreement between the parties as to any situation or circumstance other than the matter specifically addressed in this Letter of Agreement.

9. This Letter of Agreement shall be in full force and effort until the execution of a successor agreement to the CCS/CEA 2025/2026 – 2027/2028 CCS CBA.

10. In consideration for the terms and conditions set forth herein, and upon ratification by both parties of the CCS/CEA 2025/2026 – 2027/2028 CBA and related Letters of Agreement, the CEA shall dismiss with prejudice the pending UC Petition (MERC Case No: 25-L-1764- UC).

Ken Janczarek, Superintendent
Clintondale Community Schools

Dated: February 12, 2026

Mike Ward, President
MEA/NEA Local 1,
Clintondale Education Association

Dated: February 11, 2026

**2/11/26 SIDE BAR/OFF THE RECORD PROPOSAL**

**Letter of Agreement**

**Between**

**Clintondale Community Schools/Clintondale Board of Education**

**and**

**MEA/NEA Local 1, Clintondale Education Association**

**Re: Third Party Contracted Services**
**School Psychologist, Social Workers and Speech and Language Pathologist**

At the request of Clintondale Community Schools/Clintondale Board of Education (CCS) and in order to assist CCS, CCS and MEA/NEA Local 1, Clintondale Education Association (CEA) agree as follows:

A. CCS represents that it is having difficulty in filling the positions of School Psychologist, Social Worker and Speech and Language Pathologist.

B. As of the date of execution of this Letter of Agreement, the following professional ancillary vacancies are posted on the CCS website:
   - School Psychologist – 1 full time position
   - Social Worker – 1 full time position
   - Speech and Language Pathologist – 1 full time position

C. CCS represents that it has sought to fill the vacancies through traditional means such as CCS website postings and online job search platforms and that these efforts have been unsuccessful. CCS represents that it will continue to seek to fill the vacancies through traditional means during the term of this Letter of Agreement. CCS shall keep CEA advised of such continuing efforts by providing CEA with a copy of all applications and supporting documents for the vacancies identified herein within 10 school days of receipt of an application. In the event that CCS secures a qualified candidate for such employment, CCS shall promptly notify CEA.

D. CCS represents that it has sought to temporarily fill the vacancies through the Macomb County Intermediate School District (MISD) and that these efforts have been unsuccessful. CCS represents that it will continue to seek to fill the vacancies for in-person services through MISD during the term of this Letter of Agreement. CCS shall keep CEA advised of such continuing efforts. In the event that CCS secures a qualified candidate to temporarily fill a vacancy identified herein through MISD, CCS shall promptly notify CEA of same and the parties agree to execute a LOA allowing MISD to temporarily provide staffing for the vacancies.

E. Based on the representations and terms and conditions set forth herein, CCS may use a third party to fill the vacancies identified in Paragraph B above; provided however, CCS shall continue to maintain the postings identified in Paragraph B for the duration of this Letter of Agreement and shall fill the vacancies if permitted by the terms of the contract between CCS and the third party provider.

F. As to the third party provider,

(1) CCS shall provide a copy of the contract and any and all other agreements including amendments and/or supplemental agreements between CCS and any third party vendors for professional services identified in this Letter of Agreement to the CEA;
(2) On a monthly basis, CCS shall provide the invoices and proof of payments for services provided to CCS by any and all third party provider(s) for professional services identified in Paragraph B above.

G. Except as otherwise specifically provided herein, the CCS and CEA collective bargaining agreement shall remain in full force and effect.

H. This Letter of Agreement shall be effective upon ratification of this Letter of Agreement as well as the parties' successor collective bargaining agreement and shall remain in full force and effect through August 31, 2026 only.

I. This Agreement addresses a one-time unusual and unforeseen circumstance and shall not constitute past practice nor be considered precedent for any purpose.

Ken Janczarek, Superintendent
Clintondale Community Schools/
Clintondale Board of Education

Mike Ward, President
MEA/NEA Local 1, Clintondale Education Association

Dated: February 11, 2026

February 11, 2026

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