AGREEMENT

BETWEEN

CLARE PIONEER EDUCATION ASSOCIATION/MEA/NEA

AND

THE CLARE BOARD OF EDUCATION
CLARE PUBLIC SCHOOLS

July 1, 2024 – June 30, 2027

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ARTICLE 1 – RECOGNITION

1.0 The Board hereby recognizes the Clare Pioneer Education Association/MEA/NEA as the Exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel in the Clare Pioneer Education program, Clare Adult Education employees at Mid-Michigan Industries, Clare Adult Education employees at Mid Michigan Community College, and all other satellite locations. Supervisory and executive personnel, office, clerical, maintenance and operating employees, teacher-aides and lay assistants are specifically excluded.

1.1 The term "teacher" when used hereinafter in this Agreement shall refer to all employees in the bargaining unit as above defined.

1.2. The term "Board" shall include its officers and agents.

1.3 The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this Agreement.

ARTICLE 2 - RIGHTS OF THE BOARD

2.0 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities and the assigned school related activities of its employees.

B. To hire all employees and, subject to the provisions of law, to assess their capabilities, the conditions for their continued employment, their dismissal or demotion, and to promote or transfer all such employees.

C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids.

E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers.

2.1 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of

judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof.

2.2 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE 3 - ASSOCIATION RIGHTS

3.0 The Association shall have the right to the use of bulletin boards in faculty areas to post notices of its activities and other official matters of the Association. The Association may use the District mail service and teacher mail boxes for communications to teachers.

3.1 The Association shall have the right to use school equipment, designated for Clare Pioneer High School use, including any duplicating equipment, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided that all such equipment is operated subject to procedures approved by the respective community school director or manager. The Association shall pay for the cost of all materials and supplies incidental to such use. The Association agrees to reimburse the Board for any damage to equipment, other than normal wear, entrusted to its use and care.

3.2 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with, or interrupt normal school operations. All such representatives, other than those who are employees of the Clare Public Schools, shall make their presence known to the community school director, or the community school director's secretary, before entering any school building in the District.

3.3 The Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by reason of race, creed, color, national origin, sex, marital status, political activities or membership or participation in the activities of the Association or any other employee organization.

3.4 At the beginning of every school year, the Association shall be credited with three (3) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board in writing no less than five (5) days in advance of taking such leave. This leave shall not be used to support work stoppages or slow downs in this school district or in other districts.

3.5 Nothing contained herein shall be construed to deny or restrict to any teacher, or the Association, rights they individually or collectively have under the Michigan General School Laws or any other statutes or regulations of the state or federal government. All rights under the Michigan Teacher Tenure Act and the Michigan Public Employment Relations Act are specifically acknowledged.

ARTICLE 4 - PROTECTION OF TEACHERS

4.0 The Board recognizes its responsibility to continue to give support and assistance to all teachers with respect to the maintenance of control and discipline. The Association recognizes that each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom.

4.1 Suspension of students from school may be imposed only by the Superintendent, or community school director, or their designated representative. Teachers and administrators will endeavor to achieve correction of student misbehavior through counseling and interviews with the student and his parents when warranted. Transfer of the student to another teacher, or other measures short of suspension, may first be exhausted.

4.2 The Association agrees that all teachers shall observe rules respecting punishment of students as established by the Board and its agents, or required by law. The Association also recognizes that all disciplinary actions and methods invoked by teachers shall be reasonable and just and that disciplinary problems are less likely to occur when classes are well taught and where a high level of student interest is maintained.

4.3 A teacher may temporarily exclude a student from one class or for the day, 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 director, as promptly as his/her teaching obligation will allow, full particulars of the incident. A form shall be made available for such report. The report shall contain a section for the administrator to indicate the action taken by the administration. The director shall act as promptly as administrative action will allow in administering discipline.

4.4 A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student. Any assault by a student upon a teacher shall be promptly reported by the teacher to his immediate supervisor. In the event of such an assault, or if a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, the teacher involved may, through the Association, request assistance from the Board in such matter, including financial aid for the services of legal counsel. These requests shall be made in writing to the Superintendent of Schools, who will determine whether the conduct of the teacher involved justifies any assistance from the Board, and the extent thereof. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Worker's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.

4.5 Teachers shall be expected to exercise reasonable care with respect to the safety of students and the property of students and the Board, but shall not be responsible for loss or damage to any such property when such loss or damage is not the fault of the teacher.

4.6 No teacher shall be required to administer medication prescribed for a student. No teacher shall be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her body functions nor render routine scheduled care or maintenance of exceptional

bodily functions (e.g. tracheotomy, diapering, use of the toilet, etc.) related to the student's impaired condition, if the teacher has not had adequate training and if the treatment unduly interferes with the educational process.

4.7 No teacher shall be required to transport any students for any reason.

ARTICLE 5 - TEACHERS' RIGHTS

5.0 Teachers shall have full rights afforded by the law of the State of Michigan and the United States.

5.1 Upon request, a laid off teacher shall be placed on a list of substitutes to be called for work in the District.

5.2 Each teacher shall have the right, upon request, to review the contents of her/his own personnel files. A representative of the Association may, at the teacher's request, accompany the teacher in this review. When material is placed in a teacher's file which may be used as a basis for a reprimand, warning, or disciplinary action, the teacher shall receive a copy of the material placed in the file prior to the placement of said material and shall have the opportunity to submit a written response, which shall be attached to the original document.

5.3 The personal and private life of any bargaining unit member is not within the appropriate concern or attention of the Employer except when it negatively affects the teacher's professional performance.

5.4 Electronic Mail

Electronic mail is a Board-owned resource. Employees who use this system must realize that electronic communications are inherently vulnerable and non-private. To ensure productivity and good morale, the Board affirms that users of these systems shall have a limited zone of privacy subject to reasonable needs of the Board in assuring the rights of individuals, ensuring lawful conduct of all employees, and protecting the school system from the threat of litigation. Steps have been and are being taken by the employer to ensure the security of this system for users.

5.5 E-mail shall not be used for illegal purposes. E-mail may be subject to discovery in lawsuits, and to review by outside sources.

ARTICLE 6 - TEACHING CONDITIONS

6.0 Teachers shall not be required to work under conditions, which endanger the health, safety, or well being of themselves or students they teach.

6.1 Teachers work environment including bathrooms shall be adequately cleaned, lighted, heated and ventilated.

6.2 The Board shall make reasonable attempts to provide teaching supplies and materials available in sufficient supply when needed.

6.3 Class sizes for daytime Clare Pioneer High School classes shall not exceed an average of twenty-eight (28) students for each teacher. (This provision shall apply beginning on the first school day following the first semester count day.)

6.4 Teachers should report any unsafe working conditions, in writing, to their immediate supervisor. Any alleged unsafe work condition reported by an employee shall be investigated. The Board shall take necessary steps to insure the safety and well-being of the staff.

6.5 The administration shall determine the placement and/or transfer of students with input from the staff.

6.6 The Board shall make every attempt to provide: 1) a separate desk and/or file with a lockable drawer space for each teacher and a computer for use in each teacher's classroom; 2) suitable space for each teacher to store coats, overshoes and personal articles; 3) chalkboard/whiteboard space in every classroom; 4) copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach; 5) adequate storage space in each classroom for instructional materials whenever possible; and 6) a faculty work room and lounge.

ARTICLE 7 - TEACHING HOURS

7.0 Teachers when teaching during the school day shall have as a part of their normal hours the following:

A. Teachers on a regular schedule will report for duty in the morning by 8:05 a.m. and shall leave no earlier than 3:15 p.m. These times are based on a calendar of 184* teacher days. Zero-hour teachers will report for duty ten (10) minutes before the beginning of the pupils' school day and leave no ealier than five (5) minutes after the close of the Zero-hour pupils' school day. The maximum teacher duty time shall be six (6) hour and forty (40) minutes per day.

The normal weekly teaching load shall be five (5) teaching periods during a six (6) period day, six (6) teaching periods during a seven (7) period day, or seven (7) teaching periods during an eight (8) period day, and one (1) unassigned conference preparation period equal to the length of a seven (7) teaching period per day.

B. The board shall provide a thirty (30) minute, unpaid, duty-free, lunch period for each teacher, except in emergency situations.

7.1 Every effort will be made to secure a qualified substitute teacher when a teacher is absent for one-half (½) day or more. If a teacher works as a substitute teacher during his/her conference and preparation period, he/she shall receive compensation of twenty dollars ($20.00) per teaching period. Conference and preparation periods may be used for purposes other than conference and preparation when this is necessary in the judgment of the principal. After ten (10) periods of substitute teaching assignments per year, the teacher shall be paid at his/her regular rate. The hourly rate shall be defined as the annual salary divided by (184* x assigned teaching hours/day) depending on the number of classes taught in a normal Pioneer **S**chool schedule. All substitute pay shall be paid at the end of each semester.

(*) the number of days is the number of contractual teacher duty days.

7.2 Teachers will remain after the end of the school day for consultation with parents, staff meetings, and any other meetings called by the principals, Superintendent, or their representatives. Two (2) days notice will normally be given prior to all meetings called by the administration, except in emergency situations, no more than sixteen (16) such meetings shall be called during the school year. The purpose of regular meetings shall be stated in advance, if possible, and shall normally have an agenda. Meetings of no more than one (1) hour duration shall be scheduled by the administration, except in cases of emergency. These emergency meetings shall not normally exceed fifteen (15) minutes.

ARTICLE 8 – SENIORITY

8.0 Seniority shall be defined as length of continuous service as measured from the date of hire. Seniority shall accumulate at the following rate: one (1) year for each academic year of full time work, (thirty [30] hours or more per week).

Less than full time:	4-14	hours per week - .25 year credit
	15-19	hours per week - .50 year credit
	20-29	hours per week - .75 year credit

8.1 Failure to be employed as a result of a class not being offered shall not constitute a break in service. The teacher shall maintain his/her current seniority status.

8.2 Seniority shall be lost upon resignation, retirement and/or discharge from the District.

8.3 A copy of the seniority list and all subsequent updates shall be provided to the Association by October 15 of each year. Errors, omissions, and/or deletions in or to the list will be noted and made as required to conform to this Agreement.

8.4 In the event it becomes necessary to determine who is more senior among a group of teachers having the same seniority, a lottery shall be held to determine the relative place of each affected teacher on the seniority list.

ARTICLE 9 - PAID LEAVE

9.0 At the beginning of each school year each teacher shall be credited with ten (10) days of leave, the unused portion of which shall accumulate from year to year to one hundred forty-five days The leave days may be taken by a teacher for the following reasons and subject to the following conditions:

A. Personal Illness or Disability - The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability.

B. Illness in the Immediate Family - The teacher may use a maximum of twelve (12) days of his/her leave for illness in the immediate family if accumulated.

C. Sick Leave - shall not be taken in less than one-half (1/2) day blocks.

D. Sick Leave Credit - The Board shall furnish each teacher with a written statement before the beginning of each school year setting forth the total sick leave credit.

Sick leave credit for less than full time positions (7 hours/day, 5 days/week) will be prorated and shall be computed per the examples below. The contract provides for 70 hours of sick leave time for a full time position.

Examples:

Position (part time day, full time week): 3.5 hours/day, 5 days per week

Number of hours worked per week: 3.5 hours X 5 days = 17.5 hours/week

17.5 hours divided by 35 hours (FT work week) = .5 FTE (full time equivalent)

.5 FTE X 70 hours (FT) = 35 hours

35 hours divided by 3.5 (PT work day) = 10 sick leave days @ 3.5 hours each

Position (part time day, part time week): 3.5 hours/day, 3 days per week

Number of hours worked per week: 3.5 x 3 days = 10.5 hours/week

10.5 hours divided by 35 hours (FT work week) = .3 FTE (full time equivalent)

.3 FTE X 70 hours (FT) = 21 hours

21 hours divided by 3.5 (PT work day) = 6 sick leave days @3.5 hours each

9.1 Death in the Family - The teacher shall be granted a maximum of an additional five (5) days per death of an immediate family member—husband, wife, children, mother, father, brother, sister,

father-and mother-in-law, grandparents, brother-and sister-in-law, or someone who stands in their stead. These days are not chargeable to leave days.

9.2 Other Deaths - The teacher shall be granted one (1) day per death to attend the funeral of any person chargeable to leave days.

9.3 Personal Business Days - At the beginning of every school year each teacher shall be credited with three (3) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. The unused portion shall accumulate as sick leave.

9.4 Conferences - Teachers shall be granted paid professional leave days for the purpose of attending conferences. Professional leave days may be granted for other educational purposes at the discretion of the administration.

9.5 Jury Duty - Teachers called to jury duty or subpoenaed to testify in a judicial proceeding, arbitration or factfinding shall be paid his/her salary less jury or witness fee for time spent during school hours.

ARTICLE 10 - UNPAID LEAVES OF ABSENCE

10.0 General Leave - A general-purpose leave may be granted for a period of up to one (1) year subject to application to the Superintendent and approval of the Board. Such leave shall expire at the beginning of the next school year. No salary increment or advancement on the seniority list shall be granted for said leave.

10.1 Military Leave - A leave of absence shall be granted to a teacher who is protected by Federal Laws and the laws of the State of Michigan as those laws pertain to a person who serves in the armed forces of America. Salary increments and conditions related to the teacher's return to District employment shall accrue in compliance with the Uniformed Services Employment Reemployment Rights Act (USERRA).

10.2 Teachers must inform the Board of their intent to return to employment sixty (60) days prior to the end of any general leave. Failure to so inform the Board will result in the employee's termination. Teachers on military leave must inform the Board of their intent to return to employment in compliance with the Uniformed Services Employment Reemployment Rights Act (USERRA).

10.3 Teachers who return from a leave are not guaranteed their former position. They are entitled to a position based on their certification, qualifications and seniority.

10.4 Family and Medical Leave

An Employee who has worked for the District for a period of at least twelve (12) months and who has worked at least twelve hundred fifty (1,250) hours during the twelve (12) month period before the leave is to start, shall be granted up to twelve (12) work weeks of unpaid leave during any twelve (12) month period on a rolling year basis. If there is any inconsistency between these provisions and FMLA or the implementing regulations, FMLA and its regulations will supersede these provisions.

A. Pursuant to the Family and Medical Leave Act as amended, an employee shall be entitled to an unpaid leave of absence of up to twelve (12) weeks, during a twelve (12)-month period, for one or more of the following:

1. Birth, adoption or foster care placement of an employee's child;
2. A serious health condition of the employee which disables him/her from performing any one of the essential functions of his/her position. Such condition may be an illness, injury, impairment, physical or mental condition that involves in-patient care in the hospital, hospice or a residential medical care facility or requires continuing treatment by a health care provider;`
3. The serious health condition of an employee's spouse, child or parent;
4. An employee shall have the option of taking Family and Medical Leave on an intermittent or reduced schedule.
5. Other reasons as provided by law.

B. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of education programming and service delivery and consistent with the provisions of the Act and its regulations.

C. The Board will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.

D. Accrued paid leave shall be used during FMLA as may be applicable by contract. The remainder of any leave time will be unpaid.

E. The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.

F. Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the employee examined by a physician of the District's selection at District expense.

G. Child includes any individual under 18 for whom the employee serves in *loco parentis*; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.

H. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment. The employee may be denied reinstatement of leave under provisions of the Family Medical Leave Act of 1993.

I. The employee will be required to use all accrued paid sick leave, vacation, and/or personal leave while on Family Medical Leave leave.

J. Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

K. Seniority shall continue to accrue during the leave.

L. The employee shall have the right to take the leave on a reduced or intermittent schedule.

M. Whenever practicable, the employee will provide the Employer at least thirty (30) calendar days written notice of the request for the leave. It will include the reason for the request, the expected beginning date and the expected ending date.

ARTICLE 11 - COMPENSATION

11.0 A new teacher in the Clare Pioneer High School may be given experience credit on the Salary Schedule for teaching experience gained in or outside of the Clare District.

11.1 Reimbursement of teacher expenses for authorized job connected travel, and attendance at meetings and conferences, shall be computed in accordance with the Board Policies and Administrative Rules in effect at the time the service is performed. Conference request forms shall be provided to teachers. Voucher reimbursement forms along with receipts shall be provided for all related expenses.

11.2 Upon written authorization from the teacher, the District may make deductions from the teachers' wages for charitable organizations, credit unions, insurance programs or tax sheltered annuities, not to exceed the capabilities of current software.

11.3 Sick Leave Payout – Teachers declaring retirement or separation from the District prior to January 15th shall be paid sixty dollars ($60) per day for each unused sick day and forty dollars ($40) per day if notification to the District is January 15th or after.

11.4 The teachers' salaries shall be paid in twenty-one (21) or twenty-six (26) equal payments at the teacher's option, beginning no later than the second Friday following the beginning of the school year and bi-weekly thereafter.

Teachers will have three (3) pay options to choose from:

A. Twenty-one (21) pays spread evenly through the school year.

B. Twenty-six (26) pays spread evenly over 12 months.

C. Twenty-one (21) pays paid at a twenty-six (26) pay rate with the balance paid at the close of the school year.

D. It is also recognized that from time to time, it will be necessary to schedule contract year pays over twenty-seven (27) pays instead of twenty-six (26) pays. In that case, the following will occur:

1. Contract year pays will be spread over twenty-seven (27) pays.

2. School year pays will continue to be spread over twenty-one (21) pays.

3. Lump sum option pays will be spread over twenty-one (21) + one (1) pays, with the lump sum being equal to six/twenty-sevenths (6/27) of the contract amount.

A determination shall be made by April 1 of each year whether twenty-seven (27) pays will be required for the following contract year. The Association president shall be notified by April 1 if it is determined that twenty-seven (27) pays shall be necessary.

11.5 Each year teachers must notify the Board in writing of pay option selection by the last scheduled work day of the preceding year. The Board shall provide a form for this purpose.

11.6 Per diem pay shall be defined as the teacher's annual salary under this Agreement divided by the number of teacher work days as set forth in the Agreement.

11.7 In order to comply with Secton 164(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year. Such policy shall not alter the provisions contained in this Collective Bargaining Agreement.

ARTICLE 12 - INSURANCE BENEFITS

12.0 HEALTH INSURANCE: The Board agrees to provide MESSA medical and ancillary insurances (See below) for the employee and his/her entire family and any other eligible dependents for twelve (12) months from September 1 until August 31 as defined by MESSA. Said MESSA Plans will include the following options:

PLAN C

MESSA ABC Plan 1 In network deductible
ABC Rx Prescription Drug Card
Health Equity HSA Provider
$0/0/0 Office Visit Co-pay
Vision – VSP 3
Delta Dental – 80/80/80/80
$2,000 Max
2 Cleanings
$50,000 Life Insurance
$50,000 AD&D Insurance
LTD (Long Term Disability) 66 2/3%, maximum monthly income $4,000

- Maximum monthly salary $6,000
- Waiting Period: 60 CDMF
- Alcohol/Drug: Same as other illness
- Mental/Nervous: Same as other illness
- Primary Social Security Offset
- Pre-existing Condition Waiver: Yes
- COLA: Yes

PLAN D

MESSA Choice - $500/$1000 In network deductible
Saver Rx Prescription Drug Card
$20/25/50 Office Visit Co-pay
Vision – VSP 3
Delta Dental – 80/80/80/80
$2,000 Max
2 Cleanings
$50,000 Life Insurance
$50,000 AD&D Insurance
LTD (Long Term Disability) 66 2/3%, maximum monthly income $4,000

- Maximum monthly salary $6,000
- Waiting Period: 60 CDMF
- Alcohol/Drug: Same as other illness
- Mental/Nervous: Same as other illness
- Primary Social Security Offset
- Pre-existing Condition Waiver: Yes
- COLA: Yes

Those employees not electing MESSA C or D as defined in Article 12.0, will select MESSA Plan B:

Vision – VSP 3

Delta Dental – 80/80/80/80
$2,000 Max
2 Cleanings
$50,000 Life Insurance
$50,000 AD&D Insurance
LTD (Long Term Disability) 66 2/3%, maximum monthly income $4,000

- Maximum monthly salary $6,000
- Waiting Period: 60 CDMF
- Alcohol/Drug: Same as other illness
- Mental/Nervous: Same as other illness
- Primary Social Security Offset
- Pre-existing Condition Waiver: Yes
- COLA: Yes

The Board shall pay the State of Michigan allowed hard caps, updated annually on Janary 1 of each year for the life of the 2024-2027 contract, for the Employee's medical insurance premiums, taxes, and fees and/or MESSA ABC Plan 1 medical insurance premiums, taxes, and fees plus deductible on a monthly basis (January 1 to December 31). An HSA account established to cover the MESSA ABC Plan 1 deductible shall be funded at no more than one twelfth (1/12) of the total deductible per month. The District paid medical insurance caps will be applied first to the HSA contribution and then to the premiums, taxes, and fees.

Any premiums, taxes, and fees in excess of the District's contribution will be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477. To the extent afforded under the Internal Revenue Code, any deductions may be made with pre-tax dollars. An employee's insurance obligation to the District must be paid in full on or before receiving final compensation from the District.

CASH IN LIEU OF HEALTH INSURANCE: The Board shall pay four hundred dollars ($400) per month as cash-in-lieu-of benefits pursuant to a qualified IRS Section 125 plan for those electing not to take MESSA Health Insurance.

Part-time teachers are eligible for MESSA insurance as outlined above on a prorated basis. The hard cap amounts will be prorated for part-time teachers or the teacher may choose cash in lieu of insurance on a prorated basis.

12.1 DENTAL

The Board shall provide at no cost to all bargaining unit members MESSA Full Family Delta Dental: Class I at 80%; Class II at 80%; Class III at 80%; annual maximum $2,000 per person; Class IV at 80% with lifetime maximum of $2000 per person.

12.2 MESSA LTD BENEFIT:

LTD	66 2/3% Max $4,000
Waiting Period	60 Calendar Days Modified Fill (CDMF)
Alcohol/Drug	Same as any other illness

Mental/Nervous	Same as any other illness
Social Security Offset	Primary
Own-Occupation	2 Years
Pre-Existing Condition	Waived
COLA	Yes
SS Freeze	Yes

12.3 MESSA GROUP LIFE AND AD&D - The Board shall provide at no cost to all full-time bargaining unit members $50,000 MESSA Group Life and AD&D insurance.

12.4 VISION – The Board shall provide at no cost to all bargaining unit members Full Family MESSA VSP-3.

12.5 LTD BENEFITS & GROUP LIFE INSURANCE - MESSA LTD benefits & MESSA Group Life and AD&D will be provided on a prorated basis to part-time teachers, except that, part-time teachers employed in full-time teaching positions elsewhere are excluded from LTD and life insurance benefits.

12.6 The Board agrees to provide payroll deduction for participation of part-time employees into the insurance program.

12.7 When a bargaining unit member is employed in the Clare Pioneer High School Program and in another capacity within the District, the employee's total hours of employment shall be counted for the purpose of calculating fringe benefits. If a bargaining unit member is employed within the District for a number of hours that equate to full-time employment he/she shall receive benefits.

ARTICLE 13 - DEDUCTIONS

13.0 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any such teacher and make appropriate remittance for annuities, credit union, savings bonds, and charitable donations. The Superintendent may approve other plans.

13.1 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

A. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

B. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

13.2 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE 14 - GRIEVANCE PROCEDURE

14.0 A claim by a teacher(s) and/or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as provided herein.

14.1 Days shall be defined as teacher work days except during the summer. Days during the summer shall be defined as weekdays excluding holidays.

14.2 Step I

The teacher(s) and/or the Association shall first present the matter to the building principal or immediate supervisor within ten (10) working days of an alleged violation, misinterpretation or misapplication. If satisfaction is not obtained within ten (10) working days, the teacher(s) and/or Association may proceed to Step II.

14.3 Step II

A. Within ten (10) days, the issue shall be reduced to writing, identifying the issue or issues and stating what article or articles and section or sections of the contract are involved.

B. Within ten (10) days after the grievance has been reduced to writing, signed by the teacher(s), and/or Association, and presented, the Association's representative and the grievant shall meet with the supervisor or another member of the school administration appointed by the Superintendent.

C. Within ten (10) days, the principal or supervisor and one other member of the school administration shall write their answer to the grievance and send it to the grievant with a copy to the Association.

D. Within ten (10) days of receiving the decision reached in Step II, if the teacher(s) and/or Association are not satisfied with the results, they may proceed to Step III by so indicating in writing to the Superintendent.

14.4 Step III

Within ten (10) days or receipt of written notification by the Superintendent, a meeting will be held between the Superintendent and Association representative. Within ten 10) days the Superintendent shall give his disposition in writing to the grievant with a copy to the Association.

If satisfaction is not achieved at this meeting, the bargaining unit member or the Association may proceed to Step IV by so indicating to the Board Secretary in writing.

14.5 Step IV

At the next regularly scheduled Board of Education meeting, or within twenty (20) days, the grievance will be placed on the agenda. If satisfaction is not achieved at this meeting, the Association may proceed to arbitration.

14.6 Any grievance remaining unsettled at the conclusion of the Grievance Procedure outlined in Step IV of this Agreement may be submitted to arbitration under the following conditions:

A. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within ten (10) days of the conclusion of Step IV of the Grievance Procedure. Individuals may not arbitrate a grievance.

B. Within five (5) days after receipt of such written notice, provided for in paragraph 17.6.A above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties.

C. The rules and guidelines of the American Arbitration Association shall be followed.

D. The arbitrator may interpret this Agreement and apply it to the particular case submitted to him, but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement, nor shall he have any authority to limit or change any policies, practices or rules, except as they may involve an application or interpretation of this Agreement; nor shall he have any authority to formulate, or add any new policies or rules, nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement. In the event any disciplinary action taken by the Board is made the subject of an arbitration proceeding, the arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the question of whether the teacher involved had been discipline for proper cause. The arbitrator shall have no authority to rule on prohibited subjects of bargaining.

If the arbitrator finds that the penalty assessed by the Board is excessive for the offense or offenses committed, he may modify that penalty. It is further understood that salary schedules incorporated in this Agreement shall not be subject to arbitration and the arbitrator shall have no authority to establish or change any salary schedule. The arbitrator shall have no authority to rule on any issue or dispute arising under or in connection with any Pension Plan or Insurance Program.

E. The arbitrator's fees and expenses shall be borne equally between the Association and the Board.

F. Retroactive Adjustments - No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.

G. Decisions Final - The decision of the Arbitrator shall be final and binding upon the Board, the Association and the teacher or teachers involved, unless the arbitrator's decision is in conflict with the laws of the State of Michigan.

ARTICLE 15 - CALENDAR

15.0 Unless a layoff is necessary, teachers who are currently employed in weekly daytime programs shall continue to be employed in accordance with the current calendar year.

The CPEA/District calendar mirrors the CEA/District calendar, and is also subject to the Alternative Days & Hours Waiver process through the State of Michigan. The District and Association agree to meet, review, and initial the final calendar for each year as soon as it is completed/approved, but will not be included in the contract.

Staff input may be incorporated regarding the content of professional development days through surveys conducted by the Association. The District and the Association shall bargain the schedule for such days as part of the Pioneer Education program calendar. Additional days for testing and screening may be scheduled at the discretion of the Director of Pioneer High School and shall be paid at the teacher's per diem rate. (See Article 11 for definition of per diem.)

15.1 Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather, and nothing shall require teachers to report to work in such circumstances. Teachers shall be paid for their regular hours on such days.

15.2 Snow days may be rescheduled without additional compensation in order to meet the number of student instruction hours required for full state aid.

ARTICLE 16 - CONTINUITY OF OPERATION

16.0 The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan), by teachers are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

16.1 The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section ten (10) of the Public Employment Relations Act.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.0 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

17.1 Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

17.2 This Agreement shall supersede any rules, regulations, or practices of the Board and Association which shall be contrary to, or inconsistent with, its terms.

17.3 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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.

17.4 If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE 18 – ASSIGNMENT

The Superintendent shall be responsible for the assignment and transfer of all professional staff members, per Policy 3130, and shall attempt to effect the optimum assignment of the professional staff while conforming to any applicable contractual or legal requirements, certification requirements, and other state or federal requirements.

Determining factors may include: the needs of students (as determined by the Superintendent), evaluation ratings, length of service in a particular grade level or subject area, the member's disciplinary record, and/or completion of relevant special training and integration into instruction in a meaningful way other than required professional development. In addition, length of service may be utilized if a decision involves 2 or more employees and all other factors distinguishing those employees from each other are equal.

ARTICLE 19 – PERSONNEL REDUCTION / RECALL

A reduction in staff may be required in the event of financial constraints, reduction in student enrollment, reduction in funding, change in programming, or other reasons as determined by the Board. The Board or its Designee will follow Policy 3131 and M.C.L. 380.1248 in conducting any reduction in staff.

Personnel decisions shall be based on retaining effective teachers. The District shall not utilize length of service as the sole factor in personnel decisions, and may use length of service if a decision involves 2 or more employees and all other factors distinguishing those employees from each other are equal.

The effectiveness of teachers as measured under the District's performance evaluation system developed under Section 1249 of the School Code or as otherwise collectively bargained must be used as a factor for personnel decisions.

Additional considerations may include: length of service in a particular grade level or subject area, the member's disciplinary record, contributions to the district, and/or completion of relevant special training and integration into instruction in a meaningful way other than required professional development.

A teacher refusing recall to a position for which the teacher is adequately certified shall be deemed a voluntary resignation and shall result in forfeiture of the further right to recall.

ARTICLE 20 – EVALUATION

Teacher evaluation requirements shall comply with PA 224 of 2023 and Board Policy 3220. In addition to the requirements of PA 224:

Tenured teachers rated as effective on the three most recent consecutive year-end evaluations may be evaluated every second year, per Board Policy 3220. The District reserves the right to determine eligibility.

Twenty percent (20%) of the Teacher evaluation must be based on student growth and can be based on locally agreed upon assessment data or SLO's.

The portion of the teacher evaluation not based on student growth must be based on objective criteria outlined in the 5D+ rubric, as well as professional learning and other contributions to the district.

The district will provide training to new teachers (new to the profession, or new to 5D+) on the evaluation tools used by the District in its performance evaluation system not later than October 15th of the school year.

ARTICLE 21 – WAGES AND BENEFITS – MATERIAL INCREASE PROVISION

Other than the wages and benefits identified in this Contract for the Contract term, there shall be no material increase in wages or benefits unless ratified by both parties. Upon expiration of this Contract, the bargaining unit shall not receive longevity, step increases, or increased benefits, unless expressly ratified by both parties.

ARTICLE 22 - DURATION OF AGREEMENT

This Agreement shall be effective as of the 17th day of June 2024, and shall continue in effect until the 30th day of June 2027.

CLARE PIONEER EDUCATION ASSOCIATION

By: _____
President

By: Jonja S. Hinkston
MEA UniServ Director and
Chief Spokesperson

CLARE BOARD OF EDUCATION:

By: _____
President

By: _____
Superintendent and
Chief Spokesperson

APPENDIX A – SALARY

CLARE PIONEER EA SALARY SCHEDULE 2025, 2025-2026, and 2026-2027

2024-2025 Salary Schedule		
STEP	**B.A.**	**M.A.**
1 to 2	$ 45,552	$ 48,642
3 to 4	$ 47,916	$ 51,176
5	$ 50,279	$ 53,710
6	$ 52,643	$ 56,244
7	$ 54,793	$ 58,547
8	$ 56,943	$ 60,851
9	$ 59,091	$ 63,155
10	$ 61,024	$ 65,229
11	$ 62,960	$ 67,302
12	$ 64,894	$ 69,375
13	$ 66,613	$ 71,218
14	$ 68,333	$ 73,061
15	$ 69,837	$ 74,674
16	$ 70,912	$ 75,826
17	$ 71,771	$ 76,746
18	$ 72,630	$ 77,668
19	$ 73,491	$ 78,590
20	$ 74,351	$ 79,511
21-22	$ 75,210	$ 80,433
23-24	$ 76,070	$ 81,355
25-26	$ 76,929	$ 82,275
27-28	$ 77,790	$ 83,197
29+	$ 78,649	$ 84,118

2025-2026 Salary Schedule		
STEP	**B.A.**	**M.A.**
1 to 2	$ 46,919	$ 50,101
3 to 4	$ 49,353	$ 52,711
5	$ 51,787	$ 55,321
6	$ 54,222	$ 57,931
7	$ 56,437	$ 60,303
8	$ 58,651	$ 62,677
9	$ 60,864	$ 65,049
10	$ 62,855	$ 67,186
11	$ 64,849	$ 69,321
12	$ 66,841	$ 71,456
13	$ 68,612	$ 73,355
14	$ 70,383	$ 75,253
15	$ 71,932	$ 76,914
16	$ 73,040	$ 78,100
17	$ 73,925	$ 79,049
18	$ 74,809	$ 79,998
19	$ 75,695	$ 80,948
20	$ 76,581	$ 81,896
21-22	$ 77,466	$ 82,846
23-24	$ 78,352	$ 83,795
25-26	$ 79,236	$ 84,744
27-28	$ 80,124	$ 85,693
29+	$ 81,008	$ 86,642

2026-2027 Salary Schedule		
STEP	**B.A.**	**M.A.**
1 to 2	$ 48,327	$ 51,604
3 to 4	$ 50,834	$ 54,292
5	$ 53,341	$ 56,981
6	$ 55,849	$ 59,669
7	$ 58,130	$ 62,112
8	$ 60,411	$ 64,557
9	$ 62,690	$ 67,000
10	$ 64,741	$ 69,202
11	$ 66,794	$ 71,401
12	$ 68,846	$ 73,600
13	$ 70,670	$ 75,556
14	$ 72,494	$ 77,511
15	$ 74,090	$ 79,221
16	$ 75,231	$ 80,443
17	$ 76,143	$ 81,420
18	$ 77,053	$ 82,398
19	$ 77,966	$ 83,376
20	$ 78,878	$ 84,353
21-22	$ 79,790	$ 85,331
23-24	$ 80,703	$ 86,309
25-26	$ 81,613	$ 87,286
27-28	$ 82,528	$ 88,264
29+	$ 83,438	$ 89,241

A 1.0 One (1) year credit on the step scale each year of this bargaining agreement (not in perpetuity).

2024-2025: 3% increase

2025-2026: 3% increase

2026-2027: 3% increase

A 1.1 All graduate level courses and undergraduate level courses taken to attain a Master's Degree will count toward horizontal movement on the salary schedule.

A 1.2 All payments normally increased as the result of an increase on the salary schedule, such as but not limited to Schedule B.

APPENDIX B

The pay for each alternative and adult education course scheduled outside of the normal school day shall be seventeen percent (17%) of the member's full time equivalent salary.

In awarding alternative and adult education courses scheduled outside of the normal school day, the District shall first offer the class to qualified CPEA bargaining unit members through the posting process. If more than one CPEA member applies, the course shall be offered to the highest senior of the applicants. If there are no CPEA applicants, the position may be posted for external applicants. Any external applicant properly assigned one or more of these courses shall be considered a member of the CPEA bargaining unit.

CLARE PUBLIC SCHOOLS
201 E. State St.
Clare, MI 48617

November 17, 2025

Letter of Agreement:
Clare Board of Education & Clare Pioneer Education Association

The current master agreement states the following:

12.0 HEALTH INSURANCE: The Board agrees to provide MESSA medical and ancillary insurances (See below) for the employee and his/her entire family and any other eligible dependents for twelve (12) months from September 1 until August 31 as defined by MESSA. Said MESSA Plans will include the following options:

PLAN C
MESSA ABC Plan 1 In network deductible
ABC Rx Prescription Drug Card....

PLAN D
MESSA Choice - $500/$1000 In network deductible
Saver Rx Prescription Drug Card

Due to the elimination of the Saver Rx and ABC Rx by MESSA it is agreed by the Board of Education and the Clare Education Association that the aforementioned language shall be modified to the language below effective January 1, 2026 through June 30th, 2027.

12.0 HEALTH INSURANCE: The Board agrees to provide MESSA medical and ancillary insurances (See below) for the employee and his/her entire family and any other eligible dependents for twelve (12) months from September 1 until August 31 as defined by MESSA. Said MESSA Plans will include the following options:

PLAN C
MESSA ABC Plan 1 In network deductible
3-tier Prescription coverage....

PLAN D
MESSA Choice - $500/$1000 In network deductible
3-tier Prescription coverage

CLARE PUBLIC SCHOOLS
201 E. State St.
Clare, MI 48617

Kylie Kipp
Clare Pioneer Education Association

12/2/25
Date

Loren Cole
Board of Education President

11-17-25
Date

Matthew Forsberg
Superintendent

12-3-25
Date

CLARE PUBLIC SCHOOLS
201 E. State St.
Clare, MI 48617

March 16, 2026

Letter of Agreement
Clare Board of Education & Clare Pioneer Education Association

The purpose of this letter of agreement is to fulfill the negotiation requirement for the distribution of 27L funds as allocated in the State of Michigan budget for fiscal year 2025-26.

This letter is a mutual understanding between the District and the Clare Pioneer Education Association that these funds were negotiated in accordance with 27L guidelines, and allocated equally among all district staff.

All funds allocated to the district under this line item shall be distributed equally to all employees in the district. Only those employees employed by the district on the day of the distribution (anticipated April 17, 2026) are eligible for payment. Employees who have been employed for less than the full 2025-26 school year or part time status will be paid on a prorated basis.

This letter of agreement is for the 2025-26 school year only, and is based solely on the State of Michigan allocation of 27L funds. If state funding is reduced, modified or withheld, distribution shall be adjusted proportionally. Payments under 27L are subject to all required withholdings.

Kylie Kipp — 3-20-26
Clare Pioneer Education Association — Date

Jason MacDonald — 3-16-26
Board of Education President — Date

Matthew Forsberg — 3-17-26
Superintendent — Date