Master Agreement

between the

Clio Area School District

and

Clio Education Association
MEA/NEA

2024 - 2025
2025 - 2026
2026 - 2027

Adopted June 27, 2024

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AGREEMENT

THIS AGREEMENT entered into this 20th day of June, 2024, by and between the Clio Education Association, MEA/NEA, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA" and the National Education Association, hereinafter called the "NEA" and the Board of Education of Clio Area School District 18 Fractional of Genesee and Saginaw Counties, hereinafter called the "Board." The signatories shall be the sole parties to this Agreement.

Witnesseth:

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

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

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

ARTICLE I
Recognition and Agreements

A. Pursuant to a Michigan Employment Relations Commission sponsored election, the Board hereby recognizes the Association as the sole and exclusive bargaining representative for all state certified personnel whether under contract, on leave, or on layoff, and including the teachers, counselors, school psychologists, school nurses, speech pathologists, and social workers, excluding all administrative or supervisory personnel, directors, substitutes and all others.

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

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

D. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

E. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

F. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE II
Continuity of Operations

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

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

ARTICLE III
Deductions

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

Dues Deduction

A. Any bargaining unit employee may voluntarily become a member of the Association. Pursuant to Janus v AFSCME, Council 31, __ US __; 138 S Ct 2448 (2018), the District shall not discipline, discharge, or otherwise discriminate against any employee because of the employee's election regarding membership in, affiliation with, or financial support of the Association. A member of the Association or an employee who has applied for membership may sign and deliver to the District a signed form authorizing the payroll deduction of dues.
B. District shall process payroll deduction forms received from members within 10 (ten) days of receipt.
C. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member under procedures administered collaboratively by the Association and the District.
D. Pursuant to such authorization, the District shall deduct one-twentieth (1/20th) of such dues-from the regular salary check of the bargaining unit member for twenty (20) paychecks, beginning in the first paycheck in September and ending in June of each year.
E. If the payroll deduction amounts change within the course of any school year, the employee shall provide to the District a payroll change form to be applied within 10 (ten) days of receipt.
F. Upon receipt of authorized payroll deductions for Association dues the Employer shall transmit these payments to the Michigan Education Association via provided ACH within 10 days of when the payroll deductions took place.
G. Accompanying the distribution of payments will be a report indicating the employee's name and employee ID number.
H. The Association shall indemnify, defend and hold the District, its Board of Education, individual Board members, both past and present, or executive and administrative employees, both past and present, harmless against any and all claims, demands, suits, or other forms of liability, including any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the District's compliance with this Article, that may arise out of or by reason of action taken or not taken by the District.

ARTICLE IV
Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiation or bargaining and other concerted and lawful activities for mutual aid and protection. As a duly-elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective bargaining with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher the rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may collect the established charge thereof. No charge shall be made for use of school rooms before the commencement of the school day nor until 6:00 p.m. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

D. The Association shall have the right to use school facilities and equipment, including computers, other duplicating equipment, and all other types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use with the permission of the Administration. The Association shall pay for the actual cost of all materials and supplies incidental to such use.

E. The Association shall have the right to post notices of activities and matters of Association's concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District mail service and teacher mailboxes for Association-identified communications to teachers.

F. After having received the written request from the President of the Association or his designee, the Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District, and such other information including agenda and minutes of all Board meetings, which may be necessary for the Association to develop intelligent, accurate, informed and constructive programs and to process any grievance.

G. The Board shall consider any recommendations submitted to it by the Association concerning new construction programs or major revisions of educational policy, prior to their adoption or general publication.

H. The provisions of this Agreement shall be applied without regard to race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation.

I. The Board shall place on the agenda of each regular Board meeting for consideration under "New Business" any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office five (5) calendar days prior to said regular meeting.

J. Outside the classroom no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Within the limits of the Professional Standards defined in Appendix C, the private and personal life of any teacher is not within the concern or attention of the Board.

K. A teacher shall at all times be entitled to have a representative of the Association present when he/she is being investigated for any infraction of rules or delinquency in professional performance.

L. No teacher shall be disciplined, reprimanded, or reduced in compensation for reasons that are arbitrary and capricious. All information forming the basis for disciplinary action will be made available, in writing, to the teacher and the Association

M. No speech pathologist, counselor, social worker or ancillary certified student service professional not covered by MCL 38.71 - 38.191 shall be disciplined, reprimanded, discharged, or reduced in compensation without just cause. Any such discipline, reprimand, or reduction in compensation including adverse evaluation shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available, in writing, to the teacher and the Association.

N. Bargaining unit members will be notified if there has been a Freedom of Information Act (FOIA) request for information in the members personnel file. Notification to the bargaining unit member will take place before any information is released.

ARTICLE V
Board Rights

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

ARTICLE VI
Teaching Hours

A. All full-time teachers shall be on duty a total of seven (7) hours per day and their hours shall be fixed by the principals at the beginning of each year. Principals may grant special release from the above time for attending classes, professional enrichment programs, or other approved functions.

B. Teachers shall be entitled to a thirty (30) minute duty-free lunch period. Special assignments during inclement weather or emergencies shall be distributed equitably.

C. One day a month, staff will be expected to attend a staff meeting, lasting up to one hour outside of school hours, as part of the contractual 1,302 hours. Meetings shall be held either before or after school. Meeting dates will be published in a staff calendar no later than the first teacher work day. If school is closed for inclement weather, the meeting will be rescheduled within seven days. These sessions will have an agenda for the purpose of professional collaboration. Attendance at these meetings is an expectation. Teachers who miss a meeting shall have one (1) hour deducted from their accruals, as it is part of the contractual hours. Teachers shall not schedule, monitor, or conduct practice sessions for other activities during these meeting times.

D. Classroom teachers shall receive at least forty-five (45) minutes of prep time each day. The 45 minutes will be in one time block and the specific time for prep time will be designated by the Administration

E. The teachers recognize the purpose in being on the job prior to the beginning of school and following the final class period is for activities such as pupil control, conferences, or teacher meetings.

ARTICLE VII
Teaching Conditions

A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end. The Board shall attempt to maintain working conditions which shall be conducive to such quality education.

B. It is recognized by the Board and the Association that the pupil-teacher ratio is an important aspect of an effective school program. The Board will give the Association an opportunity to present its recommendations with regard to pupil-teacher ratio prior each semester/trimester. Therefore, it is agreed that every effort will be made to bring class sizes to an acceptable number as dictated by the financial condition of the school district, the building facilities available, and the best interest of the children.

C. The Board agrees to make available in each school adequate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, current periodicals, art supplies, athletic equipment, standard tests and similar materials which are the tools of the teaching profession. Similar material mentioned above include but are not limited to crayons, paper, paste, glue, chart papers, chalk and board erasers. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board will undertake promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained. Providing these materials is subject to the Board's ability to finance and the supplier's delivery capabilities.

D. The Board agrees to make available in each school adequate computer and duplicating facilities, and clerical personnel to aid teachers in the preparation of instructional materials with the understanding that the use of such equipment and material and the scheduling of such work shall be subject to the approval of the Board's designated representative.

E. The Board shall make available in each school lunchroom, workroom, restroom and lavatory facilities primarily for teacher use with the understanding that such facilities shall not be used by students.

F. Telephone facilities shall be made available to teachers for school-related use in a quiet, private area. No personal long-distance calls shall be charged to school phones.

G. Off-street, improved parking facilities shall be provided and properly maintained and identified for teacher use.

H. Teachers shall not be required for duty on days when school is canceled due to inclement weather.

I. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are consistent with the provisions of this Agreement.

J. The Board and the Association recognize that teachers have a responsibility to provide an atmosphere in which students may grow academically and socially. Conducive to a good classroom atmosphere is the appearance and dress of the individual teachers. Teachers are examples and imitated by many of their students with whom they come in contact; and therefore, the dress, grooming habits, and personal appearance of teachers should reflect good taste and the expectation of the Clio school community.

K. Any field trips worthy of educational value may be allowed within reasonable limits of time, distance and budget.

L. The Board of Education will give the teaching staff an opportunity to make recommendations relative to curriculum improvement through the Instructional Advisory Council.

ARTICLE VIII
Paid Leaves of Absence

Sick Days

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

Teachers must report all absences in the Board provided absence management system.

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

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

B. The Board shall provide online access to accumulated sick leave balances via an employee pay portal. Sick leave days accumulated in previous years may be used by a teacher, under contract with the District, at the beginning of the school year.

C. No teacher shall be reimbursed for a larger number of sick leave days than the number of days said teacher has taught for the District, and no reimbursement may exceed the number of actual sick leave days accumulated.

D. A tenure teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted leave of absence without pay for the duration of such illness or disability, up to one (1) year. For probationary teachers, such leave shall be granted for the balance of the school year.

E. Absence due to injury or illness incurred in the course of the teacher's employment for which benefits are received under the Michigan Workers Compensation Act shall not be charged against the teacher's sick leave days. A teacher may use his/her paid sick days to offset the difference between the daily wage paid by Michigan Workers Compensation and the teacher's regular daily wage. All work related accidents or injuries must be reported to the building principal as soon after the accident or injury as possible. When sick days are used in conjunction with Workers Compensation wages, sick time deduction will be in whole hours.

F. A leave of absence may be granted to a teacher called for jury service or to court by subpoena. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty or court fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs such duty on which he otherwise would have been scheduled to work. If the subpoena is for a non-school related issue, the teacher will be charged for a Personal Day.

G. If in the judgment of the Administration, an unacceptable attendance pattern is developing, the employee involved will be formally notified in writing, with a copy to the Association. The notice may include a requirement of medical verification for future use of sick days.

H. Teachers who are members of the National Guard or Reserves and who are ordered to active duty shall receive the difference between their regular salary and their military pay for 30 days, and shall receive three (3) months of paid fringe benefits beyond the month in which they are placed on active duty.

Personal Days

I. Four (4) days of the annual ten (10) day sick leave allowance as provided for in Article VIII, Section A, may be used as personal days; however, the following guidelines apply:

- No more than ten (10) teachers may be off on personal days on the same day.
- These days may not be used the day before or after a school recess, holiday or vacation period, nor the first or last day of a semester
- No reason need be given when requesting one personal day.
- Two (2) consecutive personal days, once a year, may be granted without reason.
    - Second time during school year when two consecutive personal days are requested, admin may request a reason in order to approve.
- Requests for three (3) or four (4) consecutive days shall require superintendent approval.
- If a teacher uses a sick day next to a personal day, documentation for the sick day shall be requested.
- Requests for personal days must be received at least five (5) days in advance of the date requested, except in the case of an emergency.
- Personal days may only be taken in half (1/2) day increments or whole day increments.

Bereavement

J. Emergency leave for up to five (5) days shall be granted to all employees in case of death of the following: Spouse, Child, Stepchild, Mother, Father, Step Parents, Mother-in-law, Father-in-law, Siblings, Brother-in-law, and Sister-in-law. Three (3) days shall be granted in case of death of the following: Grandparents and Grandchildren. These days shall not be deducted from the sick leave allowance. If additional time is needed, the employee may make the request to the Superintendent, which shall be charged as sick days. Bereavement days may only be used at the time of death or memorial service.

Association Days

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

ARTICLE IX
Unpaid Leaves of Absence

Sabbatical Leave

A. A teacher who has been employed for seven (7) consecutive years by the Clio Area Schools shall be granted a leave of absence without pay for one (1) year to attend school or to travel, providing that said teacher files a written request for such leave of absence at least sixty (60) calendar days prior to the end of the school year. Prior to granting a sabbatical leave, the teacher's plan or program must be approved by the Board of Education.

B. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been has he/she taught in the District during such period, provided said teacher notifies the Superintendent, or designee, of his/her intent to return, in writing, at least sixty (60) days prior to the end of the school year of the sabbatical leave, and provided that the teacher submits evidence that the approved plan or program has been adhered to. Seniority in the teachers' association will not accrue during the sabbatical leave.

Education Leave

C. Leave without pay for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities, with a full-time load, may be granted by the Board of

Education for a specified time period not to exceed one (1) year upon receipt of the written request of the teacher. Application for such leave must be made in writing at least sixty (60) days prior to the day requested to begin such leave. Such leaves will only be considered if the beginning of the leave coincides with the district's winter or summer recess. The teacher must provide to the Board, when requested, proof of enrollment, attendance, and/or completion of the course work involved.

The ending date of an education leave must coincide with the day prior to the first day of a semester/trimester and the date shall be included in the request for leave. Reinstatement of teachers on leave shall occur only upon expiration of the leave's duration.

Association Leave

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

Child Rearing Leave

E. A teacher shall be granted a child rearing leave without pay for a specified period of time not to exceed one (1) year. A teacher shall not be permitted to take more than two (2) such leaves within a period of five (5) consecutive years unless granted permission by the Board. Leaves may not be taken in consecutive years unless approved by the Board. Except in emergency situations, application for such leave must be made in writing at least sixty (60) days prior to the day requested to begin such leave. The beginning date for child rearing leave must coincide with the beginning of a semester/trimester or immediately following the expiration of a child bearing sick leave, or following an adoption. The ending date of a child rearing leave must coincide with the day prior to the first day of a semester/trimester and the date shall be included in the request for leave. Reinstatement of teachers on leave shall occur only upon expiration of the leave's duration or upon approval by the Board.

Alternative Career Leaves

F. 1. The Board may grant a voluntary leave of absence, upon request, to a teacher without pay or fringe benefits for a period not to exceed one (1) year. The purpose of the leave shall be made in writing to the Board sixty (60) days prior to the beginning of a semester/trimester. Such leaves will only be considered if the beginning date coincides with a semester/trimester beginning date.

2. The teacher who has requested an alternative leave may continue all fringe benefits by reimbursing the District at the group rate provided this is permitted by the carrier.

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

Family Medical Leave

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

FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)

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

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

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

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition;

or

- For a serious health condition that makes the employee unable to perform the employee's job.

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

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

ARTICLE X
Seniority, Layoff, Recall Qualifications

A. Seniority is defined as the length of service in the Clio Area Schools in a bargaining unit position. An employee's seniority date shall be the first date on which he/she began work in a bargaining unit position, excluding employment during the summer months in extracurricular assignments and time spent as a substitute.

B. Any bargaining unit member who takes a Clio administrative position shall have his seniority frozen at the current amount and shall not accrue seniority while in the administrative position. Administrators hired from outside the bargaining unit shall not be credited with bargaining unit seniority.

C. A seniority list will be prepared by the employer and a copy furnished to each bargaining unit member prior to October 1st each year. Revisions and updates will be sent to the Association president.

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

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

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

D. Employees will lose their seniority, if they:

1. Resign
2. Are discharged for cause
3. Retire
4. Refuse recall to a position of like nature and at least the same compensation from which a teacher is laid off. If a laid off Clio tenure teacher is under contract to another Michigan

school district and is offered a position in Clio after July 1 and he/she is unable to get released from his/her contract, this language will not apply.

5. A teacher on layoff will lose all seniority and recall rights after having been on layoff for a continuous period of time equal to their seniority or two years, whichever is greater.

E. Seniority shall continue to accumulate when an employee is on military leave or on FMLA.

Seniority shall not accrue while an employee is on layoff, on child rearing leave, on an educational leave, on sabbatical leave, or on an alternative career leave.

F. When two or more teachers have the same number of semesters of service and have the same effective dates of hire, a random drawing will be held before the next revised seniority list is posted to determine placement on the seniority list. The affected teachers and union representatives will be invited to the drawing.

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

G. The District has the sole discretion to determine:
1. Whether a vacancy exists
2. The certification area, qualifications, and position in which the vacancy exists.

H. The Association will be notified of the reduction in personnel at least ten (10) calendar days before the layoff notices are distributed to the teachers.

Notification of layoff or recall will be sent by certified mail to the teacher's last known address with a copy to the association. It will be the employee's responsibility to notify the District of any change of address.

I. The District retains the full discretion and authority as to whether to fill positions/vacancies by way of recall, reassignment, or new hire.

J. In the event of layoff or recall, the District shall retain the authority to make personnel decisions on the basis of the best interest of the District.

K. Qualification factors in determining layoff or recall shall be defined as, but are not limited to:

1. An individual's area of certification
2. Level of degree attained
3. Type of degree attained (major, minor, or areas of focus)
4. Relevant previous experience
5. Grade level of relevant experience
6. Relevant classes or training
7. Previous evaluation ratings
8. Effectiveness and overall performance as a teacher
9. Previous disciplinary history

L. The District will not utilize length of service as the sole factor in determining layoff or recall. However, if all other factors are equal, length of service will be considered as a tiebreaker factor.

M. Failure to accept an available position for which the employee is certified, state-approved, licensed, or endorsed, or failure to notify the District of unavailability, may be considered a voluntary quit and the District may revoke its obligation to that employee.

ARTICLE XI
Teacher Evaluation

The evaluation process and others are located in Appendix D.

A. Beginning July 1, 2024, the negotiated performance evaluation system shall be rigorous, transparent, fair, and include, at least, all requirements of applicable state law.
B. The performance evaluation system shall evaluate the teacher's job performance at least annually, while providing timely and constructive feedback.
    1. The performance of all teachers, both probationary and tenured, shall receive at least a year-end evaluation.
    2. Notwithstanding anything contained in this Article, all evaluations shall be conducted pursuant to current state law.
C. Non-probationary teachers who are effective on the three (3) most recent consecutive year-end evaluations may be evaluated every other year or every third year, at the District's discretion.
    1. If a non-probationary teacher is not rated as effective on one (1) of these biennial or triennial year-end evaluations, the teacher must again be provided with year-end evaluations annually.
D. The performance evaluation system shall establish clear approaches to measuring student growth and provide teachers with relevant data on student growth.
E. The job performance of teachers shall be evaluated using rating categories of effective, developing, and needing support, which take into account student growth and assessment data.
F. Beginning in the 2024-2025 school year, twenty (20) percent of the year-end evaluation must be based on student growth and assessment. (See Appendix D)
    1. If there are student growth and assessment data available for a teacher for at least three (3) school years, the annual year-end evaluation shall be based on the student growth and assessment data for the most recent three (3) consecutive-school-year period. If there are not student growth and assessment data available for a teacher for at least three (3) school years, the annual year-end evaluation shall be based on all student growth and assessment data that are available for the current school year.
    2. The performance evaluation system may allow for an exemption of student growth data for a particular student for a school year upon the recommendation of the school administrator conducting the annual year-end evaluation and approval of the Superintendent or his/her designee.
G. The portion of a teacher's year-end evaluation that is not based on student growth and assessment data shall be based primarily on a teacher's performance as measured by the evaluation tool adopted by the District that was bargained by the parties, see (Appendix D.)
H. Beginning July 1, 2024, the portion of the evaluation that is not measured using student growth and assessment data, or using the evaluation tool (Appendix D) developed or adopted by the District, must be based on objective criteria.

<u>Probationary Teachers and teachers on an IDP</u>

I. The year-end evaluation must include specific performance goals that will assist in improving effectiveness for the next school year and are developed by the school administrator or designee conducting the evaluation, in consultation with the teacher, and any recommended training identified by the school administrator, in consultation with the teacher, that would assist the teacher in meeting these goals. For a teacher who receives a mid-year progress report, the school administrator or designee shall develop, in consultation with the teacher, an individualized development plan ("IDP") that includes these goals (no more than 3) and training and is designed to assist the teacher to improve the teacher's effectiveness.
J. Beginning July 1, 2024, the following apply:
    1. Evaluations and feedback concerning the evaluation must be provided in writing to the teacher.
    2. If a written evaluation is not provided, the teacher is deemed effective.
    3. If required by circumstances in MCL 380.1249, a teacher working less than 60 days in a school year or an evaluation was vacated during the grievance process under MCL 380.1249, a teacher must be designated as unevaluated.
        a. If a teacher receives an unevaluated designation and the teacher was evaluated by the district the immediately prior school year, the teacher's rating from the immediately prior school year must be used.

K. The year-end evaluation shall be used, at a minimum, to inform decisions regarding all of the following:
    1. The effectiveness of teachers, so that they are given ample opportunities for improvement.
    2. Beginning July 1, 2024: development of teachers, including providing relevant coaching, instruction support, or professional development.

L. The performance evaluation system shall provide a mid-year progress report for teachers who (1) are in the probation period; or (2) rated as needing support or developing on the most recent year-end evaluation.
    1. The mid-year report shall supplement and not replace the year-end evaluation.
    2. The mid-year report shall be aligned with the teacher's IDP.
    3. The mid-year report shall include specific performance goals and any recommended training for the remainder of the school year, as well as a written improvement plan developed in consultation with the teacher that incorporates the goals and training.
    4. Beginning July 1, 2024, each teacher who is provided a mid-year progress report as part of IDP shall be assigned a mentor.

M. The performance evaluation system shall include classroom observations in accordance with the following:
    1. Must include a review of the lesson plan, State curriculum standards being taught and student engagement in the lesson plan. And, beginning July 1, 2024, the items described in this subparagraph must be discussed during a post-observation meeting between the observer and the teacher.
    2. Beginning July 1, 2024: There must be at least two (2) observations of a teacher in each school year that the teacher is evaluated.
    3. Observations need not be for an entire class period but, beginning July 1, 2024, must not be less than fifteen (15) minutes.
    4. One observation may be unscheduled. As a courtesy, teachers may be notified of the of the one-week timeframe that the observations will occur.
    5. The school administrator responsible for the teacher's performance evaluation shall conduct at least one (1) of the observations. Other observations may be conducted by other observers who are trained in the use of the evaluation tool.
    6. The District shall ensure that, within fifteen (15) work days after each observation, the teacher is provided with written feedback from the observation.
    7. The feedback cycle shall follow the 5D+ process. (Appendix D)

N. For the purposes of conducting the annual year-end evaluations under the performance evaluation system, the District will adopt and implement 5 Dimensions of Teaching and Learning Observation and Evaluation tool. The evaluation tool(s) shall be used consistently among the schools operated by the District so that all similarly situated teachers are evaluated using the same evaluation tool.

O. The District shall provide training to teachers on the evaluation tool(s) used by the District in its performance evaluation system and how each evaluation tool is used.

P. The District shall ensure that training is provided to all evaluators. The training shall be provided by an individual who has expertise in the evaluation tool or tools used by the District, which may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. The District may provide the training in the use of the evaluation tool or tools if the trainer has expertise in the evaluation tool or tools.

Q. By not later than September 1, 2024, and every three (3) years thereafter, each individual who conducts an evaluation shall complete rater reliability training provided by the District that complies with MCL 380.1249

R. The teacher evaluation program (Appendix D) shall aim at the early identification of specific areas in which the individual teacher needs help so that appropriate assistance may be provided or arranged for.
    1. A supervisor offering suggestions for improvement to a teacher shall not release that teacher from the responsibility to improve.
    2. If the teacher, after receiving assistance, fails to perform his or her assigned responsibilities in a satisfactory manner, dismissal or non-renewal procedures may be invoked.

S. A teacher rated needing support on three (3) consecutive year-end evaluations must be dismissed from employment as a teacher with the District. In such an instance, all relevant documents may be used in the proceedings. This provision does not affect the District's ability to dismiss a teacher from employment regardless of whether the teacher is rated as ineffective or needing support on three (3) consecutive year-end evaluations.

T. If a tenured teacher is overall rated as needing support, the teacher must be provided options related to review of the evaluation, including a written response, the ability to request mediation, and when appropriate, utilization of the grievance process or binding arbitration as set out in MCL 380.1248.
The option to request mediation is available only to a tenured teacher that has requested a review of the evaluation by the Superintendent, has received a written response regarding the Superintendent's findings, and such response did not resolve the matter. The option to utilize the grievance process or binding arbitration is available only to a tenured teacher who receives (two) 2 consecutive ratings of needing support.

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

ARTICLE XII
School Calendar

A. The school calendars for the 2024-2025 and 2025-2026 school years shall be as set forth in Appendix A.

B. The Association agrees that teachers will provide the necessary services for the District to receive full State Aid.

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

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

C. Teachers shall be expected to participate fully in Parent-Teacher Conference Days, including evening sessions.

D. When the final Teacher Work Day falls on a Monday, teachers will have the option to complete this final day on the preceding Saturday.

ARTICLE XIII
Compensation

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

B. For the 2024-2026 school years, new hires shall be granted their years of service up to and including step 11 on the contract. Military service salary credit shall be given up to a maximum of three (3) years toward the eleven years (11) as follows:

1. One (1) year of active duty shall equal one (1) year on the salary schedule;

2. Six (6) months of active duty as a Reservist or National Guardsman will equal one-half (1/2) year on the salary schedule;

3. Five and one-half (5-1/2) years of Reserve or National Guard duty shall count as one-half (1/2) year on the salary schedule.

*Upon acceptance of this contract those staff members hired in the 2017-18 through 2023-24 school years shall be moved to the appropriate step based on their teaching experience.

C. A teacher's hourly rate shall be determined by dividing the annual regular salary by 1,302.

D. Teachers employed on a regular, but less than a full-time basis, shall be entitled to fringe benefits on a pro-rata basis.

E. Teachers in grades 6-12 with a reduced schedule shall have their salary reduced by 1/6 for each hour of reduced schedule. The Board will also prorate the amount paid for insurance benefits at the same rate. For example, teachers who teach 5 of 6 hours, will receive 5/6 pay, and have 5/6 of their insurance benefits paid by the Board. The teacher will pay the extra 1/6 in insurance benefits. In an emergency situation, if a teacher agrees to teach during his preparation period, the teacher will receive 1/6 more in salary compensation. This assumes a 6 period student day with a teacher teaching 5 periods and having one period for preparation. If the school day changes during the duration of this contract, the Board and the Association will meet to negotiate the compensation for reduced and increased teaching schedules.

F. Teachers involved in voluntary extra duty assignments as set forth in Appendices B-1 and B-2, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.

G. Teachers may elect to take their pay in 21 or 26 equal pays. Following are the beginning and ending pay dates:

1. 2024 - 2025 Contract Year:

   a. First pay will be August 30, 2024
   b. The 21st pay will be June 6, 2025. The 26th pay will be August 15, 2025.

2. 2025 - 2026 Contract Year:

   a. First pay will be August 29, 2025.
   b. The 21st pay will be June 5, 2026. The 26th pay will be August 14, 2026.

3. 2026 - 2027 Contract Year:

   a. First pay will be August 28, 2026.
   b. The 21st pay will be June 4, 2027. The 26th pay will be August 13, 2027.

H. Teachers who are required to teach during their preparation period shall be compensated at the rate of $45.00 per hour.

I. Teachers who do not use any portion of their accumulated leave time or have any deduct time during a quarter will receive a Perfect Attendance stipend in the amount of $125. A teacher can earn that for a year, making it possible to earn $500 for perfect attendance through the whole year.

The quarters shall be:

a. First day of calendar through October 31.
b. November 1st through the end of first semester.
c. First day of second semester through March 30.
d. April 1st through the last day of the calendar.

The stipend will be paid within two pay periods following the end of the quarter.

J. Assignments for Driver Education will be made by the Board of Education in accordance with Article VIII, E. Teachers shall be compensated at the rate of $27.00 per hour.

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

L. Longevity Language

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

12 – 14	$700
15 – 19	$1100
20 – 24	$1900
25+	$2200

Longevity will be paid at the end of the year in which the service is completed. For example, a payment of $1100 will be made at the end of the year in which 16 years of service to Clio is attained. A year of service will be the same as a year for which seniority credit is given.

The payment will be made by June 30.

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

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

The Board recognizes the value of teachers presenting professional learning for both their own professional growth and the growth of others within the bargaining unit. The Michigan Department of Education also recognizes and makes allowance for Professional Learning Communities as well as presentations of professional learning to qualify as District Provided Professional Learning. If teacher-facilitated professional learning is mutually agreed upon between the teacher and Assistant Superintendent for Curriculum and Instruction, this time will be counted toward teachers' District Provided Professional Development time.

Teachers asked to conduct professional development outside of the normal working hours shall be paid $40 per hour for the hours spent facilitating the professional learning experiences.

ARTICLE XIV
Insurance Protection

A. Health Insurance

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

	OPTION A MESSA ABC	OPTION B MESSA CHOICES
IN Deductible-2024	$1,600/$3,200	$500/$1,000
IN Deductible-2025	$1650/$3300	$500/$1,000
IN Deductible-2026	TBD	TBD
IN Deductible-2027	TBD	TBD
OON Deductible-2024	$3,200/$6,400	$1,000/$2,000
OON Deductible-2025	$3300/$6600	$1,000/$2,000
OON Deductible-2026	TBD	TBD
OON Deductible-2027	TBD	TBD

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

   a. OPTION A – MESSA ABC

      The Employer will contribute an amount equal to the annual "hard cap" limit, as prescribed in MCL 15.563, and updated January 1st of each year. If the hard cap limit exceeds the annual health care premium, the Employer will contribute the difference into a Health Savings Account (HSA) for each eligible employee. All hard cap amounts apply per employee depending upon the coverage selected and not an aggregate of the hard cap amounts for all bargaining unit employees.

   b. OPTION B – MESSA CHOICES

      The Employer will contribute an amount equal to the annual "hard cap" limit, as prescribed in MCL 15.563, and updated January 1st of each year. All hard cap amounts apply per employee depending upon the coverage selected and not an aggregate of the hard cap amounts for all bargaining unit employees.

3. The Board will pay toward such health insurance benefit, including any contributions made by the Board to a health savings account for employees, no more than the annual payment limits permitted for such coverage category (single, two-person, and family) as may be adjusted by the State Treasurer pursuant to Section 3 of the Publicly Funded Health Insurance Contribution Act, MCL, 15.563, as set forth in Section 2, or the premium amount for the selected coverage, whichever is less.

4. Employees will pay premium contributions, if any, through payroll deductions, which will be taken in equal installments. Employees will be required to comply with applicable insurance policies and regulations.

5. During the term of this Agreement, the parties may, at any time, mutually agree to change the health insurance plans offered which are not equivalent to bargaining unit members.

B. The Board may bid the specifications for Dental, LTD, Vision and Life Insurance. The specifications will be at least equal to those of the 2012-2013 school year. The Board will pay the premium for the following fringe benefit plans:

1.	Dental:	80/80/80: 80%	(Class I, II, III) $1000 annual maximum, (Class IV) Lifetime max $1300
2.	Life Insurance:	Employees who select Health Insurance: $45,000 AD&D $5,000 through MESSA Employees who do not select Health Insurance: $50,000 AD&D	
3.	Vision:	Examination Contacts Eyeglass frames Eyeglass lenses: Single vision Bifocal Trifocal Lenticular Eyeglass lens enhancements: Rimless Progressive Tinted Polarized Polycarb Anti Glare not covered	$85 $115 $130 $100 $130 $160 $175 $30 $160 $125 $105 $75/$45
4.	Long-Term Disability:	70% 90 Calendar Days Modified Elimination Fill Freeze on Off-Sets Alcoholism/Drug Addiction (same as other illness) Mental/Nervous (same as other illness) COLA - 5% 10% Minimum Benefit	$4,500 maximum

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

1. The Cash Option shall be $225 per month ($2,700 per year). The Board shall maintain a qualified document which complies with Section 125 of the Internal Revenue Code (the "Plan"). The amount of the Cash Payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity.

2. The Cash Payment amount shall be paid monthly into the employee's account of the Board approved benefit company of the member's choice. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

3. The Board and the Employee shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to the Tax-Deferred Annuity.

D. The Board guarantees the Association that there will be no lapse of benefits or coverage.

E. In the event of the death of a teacher covered for the above medical benefits, the dependents who were covered on the date of death may continue such coverage on a direct payment basis with the Clio Area Schools. Coverage for the surviving spouse and/or sponsored dependents may be continued until the first day of the calendar month in which she/he becomes age 65. On that date, the covered individual will be covered under the Group Limited Medicare Supplement Plan. Coverage for surviving dependent children may be continued as long as they qualify as eligible dependents. Coverage continued under this provision will terminate upon cessation of contributions for the cost of the coverage, when a dependent child and/or Sponsored Dependent no longer qualifies as an eligible dependent.

F. Teachers on unpaid leaves of absence may pay directly to the Board the amount of insurance premium for the above programs, subject to the approval of the insurance carrier. A teacher who is laid off will be eligible to pay hospital and dental premiums for one year.

G. Teachers shall have twelve (12) months' insurance coverage, except that:

1. Teachers who terminate their employment for any reason during the school year shall have coverage only through the end of the month in which they terminate.

2. Teachers who begin after the school year starts and complete the school year shall have coverage through August following the last scheduled work day.

3. Teachers who are laid off at the end of the school year shall have coverage through August following the last scheduled work day.

4. Teachers who are disabled and are granted a leave of absence shall have three (3) month's coverage beyond the exhaustion of their paid sick days.

5. Teachers who are laid off during the school year shall have three (3) month's coverage beyond the month in which their layoff became effective.

6. A teacher who completes the school year, but resigns effective the last scheduled work day, shall have insurance premiums paid by the District for that July and August.

The above is subject to the terms of the carrier.

ARTICLE XV
Special and Student Teaching Assignments

A. The Board agrees to maintain, at all times, a list of substitute teachers which will include laid off teachers desiring to be on the list. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

B. The Association agrees to accept intern teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.

C. The Board agrees to provide intern teachers with a copy of the most recent texts, guides, policies, and a copy of this Agreement to assist them during this period.

ARTICLE XVI
Master/Mentor Teacher Program

A. Definitions

Master Teacher Program (MTP) is defined as an organized program designed to support the orderly passage of the beginning teacher through the first three years he/she is in the classroom, pursuant to Section 1526 of the School Code of 1976. This process shall be supportive and instructive rather than evaluative. It is important that the Administration and Association work together to achieve this end.

Beginning teacher/mentee/probationary teacher is an individual who is in his/her first three years as a classroom teacher. Each probationary teacher in his/her first three years in the classroom shall be assigned a mentor by the Administration. Those staff with IDPs shall also be assigned a mentor teacher.

Master/mentor teacher is an experienced educator.

B. Mentor Selection

1. The Clio Area School District shall maintain a pool of potential mentors. The Administration, mentors and mentees shall work together to make teacher/mentor matches.

2. Participation as a mentor shall be voluntary.

3. When bargaining unit members are involved, every effort will be made to establish matches in the same building with close proximity and in the same/similar specialty or area of certification.

C. Mentor Authority

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

D. Roles and Responsibilities of Mentors

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

1. The mentor shall be available to provide professional support and guidance to the probationary teacher. The mentor is to provide the probationary teacher with assistance, resources, and information in a non-threatening and collegial fashion.

2. Demonstrate effective instruction to the probationary teacher.

3. Meet regularly with the probationary teacher to provide assistance in the following areas:

    - Curriculum and instructional strategies
    - Organizational skills
    - Classroom organization and management techniques
    - Diagnosing learner needs and differences
    - Assessing student progress, and
    - School operations

E. Mentor and Mentee Release

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

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

F. Mentor Stipends

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

- First year probationary (mentee) teacher $500.
- Second year probationary (mentee) teacher $300.
- Third year probationary (mentee) teacher $100.
- First year Clio teacher with previous experience (mentee) teacher $100.
- Staff with IDP (mentee) teacher $400 for full year/$200 for half year.

The payment will be made by June 30th.

ARTICLE XVII
Student Discipline and Teacher Protection

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

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

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

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

C. A teacher may send a pupil to the principal's office for misconduct. The continued exclusion from class must be with the principal's approval. In such cases, the teacher will furnish the principal full particulars of the incident in writing. This report must be presented the same day the incident occurs. The teacher and school authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. The "SNAP" law regarding student suspension will be reviewed annually during the beginning of the year PD and included in each building's handbook.

D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. Upon request of the teacher the Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. The Board will make a reasonably good faith effort to communicate to the teacher first-hand information that relates to the safety of the teacher or his/her family.

E. If any teacher has legal action taken against him/her or is sued as a result of any action taken by the teacher while in pursuit of his/her employment, upon request of the teacher, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

F. Time lost by the teacher in connection with any incident mentioned in this Article shall not be charged against the teacher; provided, however, that this section shall not protect a teacher convicted of a criminal charge.

G. In case of any claims for loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, and not due to teacher negligence, the Administration will give reasonable assistance in collection of said claims.

H. No formal action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

I. No teacher shall be expected to risk their personal safety by searching for or handling dangerous devices or substances. No teacher shall be expected to detain or disarm an intruder. The teacher's responsibility shall include making visual observations and reporting such observations to administration.

ARTICLE XVIII
Grievance Procedure

A. Definition:

1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.

3. Faculty personnel may present any grievance with the full assurance that such a presentation will in no way prejudice their standing or status with the school system.

4. The term "days" when used in this Article shall mean duty days except where otherwise indicated.

5. The Board or the Association may designate a representative other than those specified to handle grievances at any step in this procedure.

6. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

   a. The termination of services or failure to re-employ any probationary employee.

   b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Edition, of 1937 of Michigan, as amended).

7. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

8. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

B. Procedures:

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

2. A teacher who feels he has a grievance must first take the matter up verbally with the principal or request that the Association accompany the teacher to discuss the grievance with the teacher's principal within ten (10) working days following the act or condition which is the basis of his grievance who will attempt to resolve it with him.

3. If this fails to resolve the grievance, the teacher and/or the Association shall reduce the grievance to writing and present it to his principal within ten (10) working days following the conference as provided in B., 2. The parties may, by mutual agreement, decide that a grievance should be initiated at a higher step in the grievance procedure.

4. Within ten (10) working days of receipt of the written grievance, the principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. Such a conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the teacher.

5. Within five (5) working days after such conference, the principal shall answer such a grievance in writing. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the principal's decision will be final.

6. If the teacher and/or Association does not accept the principal's written answer, the grievance may be appealed to the superintendent by sending such notice in writing to him within five (5) working days from the date of the principal's written decision.

7. Within ten (10) working days of receipt of the written appeal, the superintendent will arrange for a conference with the view of satisfactorily resolving the grievance. Such a conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the teacher. (Grievance will not be processed to the next step until the conferences are held.)

9. Within five (5) working days after such conference, the superintendent shall answer such a grievance in writing. If the grievance is not appealed from the written answer within five (5) working days from receipt of such answer, the superintendent's decision will be final.

10. If a teacher and/or Association is not satisfied with the disposition of the grievance by the superintendent, the grievance shall be transmitted to the Board of Education by filing a written copy thereof with the secretary or other designee of the Board within five (5) days of the superintendent's answer. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be most convenient to the Board, may hold a hearing on the grievance, review such grievance in executive session, or give such consideration as it shall deem appropriate. A copy of the Board's disposition shall be furnished to the teacher and the Association within ten (10) days following such decision.

11. Such answer shall be final and binding unless appealed to the next step within ten (10) working days from the date of receipt of the decision.

12. If the grievance is not settled at the preceding step, it may be submitted to arbitration at the election of either party. The matters to be arbitrated shall be submitted to a single arbitrator as follows:

    a. Within the ten (10) days referred to in the above (step 10), the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of grievance to be arbitrated.

b. Within five (5) working days from receipt of such notice, the other party may also serve on the first party its statement of matters to be arbitrated.

c. If the parties are unable to agree upon an arbitrator within five (5) days, the arbitrator shall be selected according to the rules of the American Arbitration Association and said rules shall govern the proceedings. Once selected, the Arbitrator shall, within thirty (30) days of notice of his appointment, schedule a date for the hearing in the matter which is to be decided. If the Arbitrator does not accept and schedule a hearing as above provided, the American Arbitration Association will be requested to immediately submit another list of names.

13. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have the authority nor shall he consider it his function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in practice or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or deletion of written terms of this Agreement). The Arbitrator has no obligation or function to render a decision or not to render a decision merely because in his opinion such a decision is fair or equitable or because in his opinion it is unfair or inequitable.

14. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this Article (Grievance Procedure), the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet the test of arbitrability, he shall refer the case back to the parties without a recommendation on the matter.

15. Unless expressly agreed to by the parties in writing, the Arbitrator is limited to hearing one (1) grievance including its arbitrability at any one (1) hearing upon its merits. Separate arbitrators shall be selected for each issue appealed to advisory arbitration.

16. The Arbitrator may make such an investigation as he deems proper and may, as his option, hold a public hearing and examine all such witnesses and make a record of all proceedings. Within thirty (30) days after the close of the hearing or the date established for filing Post Hearing Briefs, if so desired by either party, the Arbitrator shall issue his decision which shall be final and binding. The fees and expenses of the impartial arbitrator, cost of the transcript (if one is requested by the Arbitrator) and hearing room, shall be shared equally by the parties.

17. Teachers required to be present at an arbitration hearing will not be assessed sick or personal days.

ARTICLE XIX
Negotiation Procedures

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

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

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

B. The Association shall designate a teacher in each school building as Association Representative (A.R.). The principal and Association Representative may meet as necessary for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.

C. A least ninety (90) days prior to the expiration of the Agreement, the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forthcoming year.

D. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. There shall be three (3) signed copies of the final Agreement for the purpose of record: one (1) retained by the Board, one (1) retained by the Association, and one (1) retained by the superintendent.

F. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now or thereafter employed. Further, the Board shall furnish thirty-five (35) copies of the Master Agreement to the Association for its use.

ARTICLE XX
Duration of Agreement

This Agreement becomes effective upon ratification by the parties, and shall continue in effect until midnight on August 16, 2027. The parties agree to begin negotiations for a successor Agreement at least six (6) months prior to the expiration of this Agreement. If no Agreement has been reached by August 16, 2027, this Agreement will be automatically extended until terminated by either party on ten (10) days written notice of termination to the other party.

MEA/NEA (Clio Unit)

By _____ 7/24/24
President Date

By _____ July 24, 2024
Secretary Date

Clio Board Of Education

By _____ 7-24-2024
President Date

By _____ 7-24-24
Secretary Date

Appendix A

Clio Area Schools Calendar 2024 - 2025 School Year

Monday	August	26	Teacher Work Day
Tuesday	August	27	Teacher PD
Wednesday	August	28	Teacher PD
Thursday	August	29	Teacher PD
Friday	August	30	No School-Labor Day Holiday
Monday	September	02	No School-Labor Day Holiday
Tuesday	September	03	First Day of School for Students
Tuesday	September	10	Staff Meeting
Tuesday	September	17	Early Release
Tuesday	October	08	Staff Meeting
Tuesday	October	15	Early Release
Tuesday	October	22	Regular Day - Parent/Teacher Conferences
Wednesday	October	23	Regular Day - Parent/Teacher Conferences
Thursday	October	24	Half-day K-12 - Parent/Teacher Conferences
Friday	October	25	No School
Tuesday	November	12	Staff Meeting
Tuesday	November	19	Early Release
Wed/Thurs/Fri	November	27-29	No School-Thanksgiving Break
Tuesday	December	10	Staff Meeting
Tuesday	December	17	Early Release
Monday	December	23	No School-Winter Break
Monday	January	06	School Resumes
Tuesday	January	14	Staff Meeting
Monday	January	20	No School-MLK Day (Teacher PD)
Tuesday	January	21	Early Release
Thursday	January	23	Half-day Student/Half-day Teacher Work Day (End of Semester 1)
Friday	January	24	Half-day Student/Half-day Teacher Work Day (End of Semester 1)
Tuesday	February	11	Staff Meeting
Friday	February	14	Half-day Students/4 hr Day Staff
Monday	February	17	No School-Presidents Day
Tuesday	February	18	Early Release
Tuesday	March	04	Staff Meeting
Tuesday	March	11	Regular Day - Parent/Teacher Conferences
Wednesday	March	12	Regular Day - Parent/Teacher Conferences
Thursday	March	13	Half-day K-12 - Parent/Teacher Conferences
Friday	March	14	No School
Tuesday	March	18	Early Release
Monday	March	31	No School- Spring Break
Monday	April	07	School Resumes
Tuesday	April	08	Staff Meeting
Tuesday	April	15	Early Release
Friday	April	18	No School-Good Friday
Tuesday	May	13	Staff Meeting
Tuesday	May	20	Early Release
Monday	May	26	No School-Memorial Day
Thursday	June	12	Half-day students/Half-day Teacher Work Day
Friday	June	13	Half-day –Students Last-day/Teacher Work Day/Staff Meeting

		Full Day	Half-Day	Release Times
Daily Schedule:	High School (9th – 12th):	7:40-2:40 p.m.	10:40 a.m.	12:40 p.m.
	Middle School (6th – 8th):	7:30-2:30 p.m.	10:30 a.m.	12:30 p.m.
	Intermediate School (4th-5th):	8:45-3:45 p.m.	11:45 a.m.	1:45 p.m.
	Elementary School (K-3rd):	8:30-3:30 p.m.	11:30 a.m.	1:30 p.m.
	Community High School:	7:40-2:40 p.m.	10:40 a.m.	12:40 p.m.

Clio Area Schools Calendar 2025 - 2026 School Year

Monday	August	18	Teacher First Day
Tuesday	August	19	Teacher Work Day/PD Day
Wednesday	August	20	Teacher PD
Thursday	August	21	Teacher PD
Friday	August	22	No School
Monday	August	25	First Day of School for Students
Friday	August	29	No School-Labor Day Holiday
Monday	September	01	No School-Labor Day Holiday
Tuesday	September	09	Staff Meeting
Tuesday	September	16	Early Release
Tuesday	October	07	Staff Meeting
Tuesday	October	14	Early Release
Tuesday	October	21	Regular Day - Parent/Teacher Conferences
Wednesday	October	22	Regular Day - Parent/Teacher Conferences
Thursday	October	23	Half Day - Parent/Teacher Conferences
Friday	October	24	No School
Tuesday	November	11	Staff Meeting
Tuesday	November	18	Early Release
Wed/Thurs/Fri	November	26-28	No School-Thanksgiving Break
Tuesday	December	09	Staff Meeting
Tuesday	December	16	Early Release
Monday	December	22	No School-Winter Break
Monday	January	05	School Resumes
Tuesday	January	13	Staff Meeting
Thursday	January	15	Half-day Student/Half-day Teacher Work Day (End of Semester 1)
Friday	January	16	Half-day Student/Half-day Teacher Work Day (End of Semester 1)
Monday	January	19	No School-MLK Day (Teacher PD)
Tuesday	January	20	Early Release
Tuesday	February	10	Staff Meeting
Friday	February	13	Half-day Students/4 hr Day Staff
Monday	February	16	No School-Presidents Day
Tuesday	February	17	Early Release
Tuesday	March	03	Staff Meeting
Tuesday	March	10	Regular Day - Parent/Teacher Conferences
Wednesday	March	11	Regular Day - Parent/Teacher Conferences
Thursday	March	12	Half-day K-12 - Parent/Teacher Conferences
Friday	March	13	No School
Tuesday	March	17	Early Release
Monday	March	30	No School-Spring Break
Monday	April	06	School Resumes
Tuesday	April	14	Staff Meeting
Tuesday	April	21	Early Release
Tuesday	May	12	Staff Meeting
Tuesday	May	19	Early Release
Monday	May	25	No School-Memorial Day
Thursday	June	04	Half-day - Students/Half-day Teacher Work Day
Friday	June	05	Half-day –Students Last-day/Teacher Work Day/Staff Meeting

		Full Day	Half-Day	Early Release
Daily Schedule:	High School (9th – 12th):	7:40-2:40 p.m.	10:40 a.m	12:40 p.m.
	Middle School (6th – 8th):	7:30-2:30 p.m.	10:30 a.m.	12:30 p.m.
	Intermediate School (4th-5th):	8:45-3:45 p.m.	11:45 a.m.	1:45 p.m.
	Elementary School (K-3rd):	8:30-3:30 p.m.	11:30 a.m.	1:30 p.m.
	Community High School:	7:40-2:40 p.m.	10:40 a.m.	12:40 pm.

Appendix B

Steps and lanes will be honored for the 2024-2025 and the 2025-2026 school year.

The Salary Schedule for 2024-2025 shall be as follows:

	BA	BA+20	MA	MA+15	MA+30
1.0	$42,444	$44,566	$46,795	$49,135	$51,591
2.0	$44,566	$46,795	$49,135	$51,591	$54,171
3.0	$46,795	$49,135	$51,591	$54,171	$56,879
4.0	$49,135	$51,591	$54,171	$56,879	$59,723
5.0	$51,591	$54,171	$56,879	$59,723	$62,709
6.0	$54,171	$56,879	$59,723	$62,709	$65,845
7.0	$56,879	$59,723	$62,709	$65,845	$69,137
8.0	$59,723	$62,709	$65,845	$69,137	$72,594
9.0	$62,709	$65,845	$69,137	$72,594	$76,224
10.0	$65,845	$69,137	$72,594	$76,224	$80,035
11.0	$69,137	$72,594	$76,224	$80,035	$84,037
12.0	$72,594	$76,224	$80,035	$84,037	$88,239

All new hires will be placed at a minimum of step three. Current teachers on step 1, 2, or 3 will be moved to step 4.

The Salary Schedule for 2025-2026 shall be as follows:

	BA	BA+20	MA	MA+15	MA+30
1.0	$43,293	$45,458	$47,730	$50,117	$52,623
2.0	$45,458	$47,730	$50,117	$52,623	$55,254
3.0	$47,730	$50,117	$52,623	$55,254	$58,017
4.0	$50,117	$52,623	$55,254	$58,017	$60,917
5.0	$52,623	$55,254	$58,017	$60,917	$63,963
6.0	$55,254	$58,017	$60,917	$63,963	$67,161
7.0	$58,017	$60,917	$63,963	$67,161	$70,520
8.0	$60,917	$63,963	$67,161	$70,520	$74,046
9.0	$63,963	$67,161	$70,520	$74,046	$77,748
10.0	$67,161	$70,520	$74,046	$77,748	$81,635
11.0	$70,520	$74,046	$77,748	$81,635	$85,717
12.0	$74,046	$77,748	$81,635	$85,717	$90,003

All new hires will be placed at a minimum of step three.

Employees will be eligible for a $500 value added bonus if they attend six (6) events during the school year. Three events must be attended in the first semester and an additional three events in the second semester. One of the events must be either the Back to School Kickoff or Clio High School Graduation. If extenuating circumstances prevent one of those two events, the teacher may attend an additional

event to total seven (7) to qualify. In order to qualify, the teacher must attend the entire event or a minimum of two hours.

Appendix B-1
CCHS Specific Language

1. Teacher work year is July 1 to June 30. Teachers shall follow the Clio Area School District calendar in Appendix A plus work an additional 112 hours to teach summer school.

2. Employees will receive one additional sick day for a total of eleven (11) sick days per year.

Appendix B-2

Extra-Curricular Duties

Extra-Curricular Duties will be based on B1 wages.

High School

Department Head - Language Arts	5%
Department Head - Math	5%
Department Head - Science	5%
Department Head - Social Studies	5%
Department Head - Arts (2 positions)	5%
Department Head - Special Education	5%
9th Grade Advisor	2%
10th Grade Advisor	2%
11th Grade Advisor	2%
12 Grade Advisor	4%
Fall Play	2%
Fall Play Assistant	2%
Musical - Director of Music	2%
Musical - Director of Drama	2%
High School Vocal/Choir	3%
High School Band	10%
Yearbook	5%
Club Sponsors (20 max)	2%
Weight Room Supervisor (each semester)	5%
Student Council Advisor	4%
High School Honor Society	4%
Quiz Bowl	5%
Science Olympiad or Robotics	5%

Middle School

Department Head - Language Arts	5%
Department Head - Math	5%
Department Head - Science	5%
Department Head - Social Studies	5%
Department Head - Arts	5%
Department Head - Special Education	5%
Musical - Director of Music	2%
Musical - Director of Drama	2%
Middle School Vocal/Choir	2%
Middle School Band	3%
Middle School Paper	2%
Club Sponsors (20 max)	2%
Student Council Advisor	3%
Quiz Bowl	2%

Intermediate School

4th Grade Chair	5%
5th Grade Chair	5%
Music	2%
Club Sponsor (6 max)	2%

Elementary K-3

Kindergarten Chair	5%
1st Grade Chair	5%
2nd Grade Chair	5%
3rd Grade Chair	5%
Music - 2 positions	2%
Club Sponsor (12 max.)	2%

Clio Community High School

Building Chair	5%
Club Sponsor (2 max)	2%

All Schools

Interscholastic Chess, Grades 6-12	5%
K-12 Music Coordinator	5%

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

Clubs: minimum ten (10) participants, minimum 30 contact hours, unless approved by Assistant Superintendent of Curriculum and Instruction.
Intramurals: minimum ten (10) participants, minimum 30 contact hours, unless approved by Assistant Superintendent of Curriculum and Instruction.

Appendix B-3

Athletics

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

High School Boys		High School Girls	
Varsity Football	10%	Varsity Basketball	10%
Football Assistant (7)	6%	Assistant Basketball (3)	6%
Varsity Basketball	10%	Varsity Softball	8%
Basketball Assistant (3)	6%	Assistant Softball	6%
Varsity Wrestling	8%	Varsity Track	7%
Wrestling Assistant (2)	6%	Assistant Track (2)*	5%
Hockey	8%	Cross Country	6%
Hockey Assistant	6%	Golf	6%
Varsity Track	7%	Assistant Golf	5%
Assistant Track (2)*	5%	Varsity Tennis	6%
Cross Country	6%	Assistant Tennis	5%
Varsity Baseball	8%	Varsity Volleyball	7%
Assistant Baseball (2)	6%	Assistant Volleyball (2)	5%
Varsity Golf	6%	Varsity Soccer	6%
Assistant Golf	5%	Assistant Soccer	5%
Varsity Tennis	6%	Varsity Cheerleading (F)	5%
Assistant Tennis	5%	Assistant Cheerleading (F)	4%
Varsity Soccer	6%	Competitive Cheer (W)	5%
Assistant Soccer	5%	Asst. Competitive Cheer (W)	4%
Varsity Bowling	6%	Varsity Bowling	6%

Assistant Coaches will be assigned by Varsity Coaches
*The number of coaching positions will be determined by the school administration.
*Shared varsity track or cross country coaching positions will be paid 9% and another assistant coach will be added.

Middle School

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

7th Grade Football (2 positions max.)
7th Grade Basketball, Boys
8th Grade Basketball, Boys
7th & 8th Grade Sideline Cheer (F)
7th & 8th Grade Track & Field (3 positions max.)
7th & 8th Grade Wrestling (2 positions max.)
7th & 8th Grade Volleyball (2 positions max.)
7th & 8th Grade Softball (2 positions max.)
7th & 8th Grade Baseball (2 positions max.)
8th Grade Football (2 positions max.)
7th Grade Basketball, Girls
8th Grade Basketball, Girls
7th & 8th Grade Competitive Cheer (W)
7th & 8th Grade Cross Country (Boys and Girls combined. Two coaches if more than 18 participants)

OR

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

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

Appendix C

Professional Standards

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

B. Preamble

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

C. Principle I - Commitment To The Student

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

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

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.

2. Shall not unreasonably deny the student access to varying points of view.

3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.

4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.

5. Shall not intentionally expose the student to embarrassment or disparagement.

6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly . . .

    a. Exclude any student from participation in any program.

    b. Deny benefits to any student.

    c. Grant any advantage to any student.

7. Shall not use professional relationships with students for private advantage.

8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

D. Principle II - Commitment To The Profession

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

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

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

1. Shall not in application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.

2. Shall not misrepresent his/her professional qualifications.

3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.

4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.

5. Shall not assist a non-educator in the unauthorized practice of teaching.

6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

7. Shall not knowingly make false or malicious statements about a colleague.

8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

Appendix D

Teacher Evaluation Process and Student Growth

The District has adopted the University of Washington Center for Educational Leadership's (CEL) 5 Dimensions of Teaching and Learning™ Instructional Framework & 5D+™ Rubric for Instructional Growth and Teacher Evaluation v3. If the evaluation tool and/or rubric should be altered and/or amended by the author at any time during the Agreement, the parties agree to meet and confer to discuss the updates, alterations, and/or amendments to ensure compliance with the Revised School Code and other applicable law. Prior to implementation, the parties agree that any alterations and/or amendments by the author will be adopted and utilized as part of the performance evaluation tool.

A. Each teacher is expected to engage in a minimum of two Inquiry Cycles annually. The first Inquiry Cycle is typically September through January. The second Inquiry Cycle typically takes place between February and May. A final summative evaluation shall be written and provided to the teacher, typically in May or June.
Note: These timelines are guidelines only and may vary in application depending upon a variety of factors, such as teacher and evaluator attendance, and observer availability.

B. Teachers shall engage in the following 4-step growth process with their observer and/or evaluator, as co-learners around a teacher's area of focus.
1. Self-Assessment
2. Determine a Focus (Growth Plan)
3. Implement and Support (including observation and feedback)
4. Analyze Impact (Student growth data)

The feedback cycle shall follow the 5D+ process as outlined below:

C. Teacher and principal engage in study and learning around the teacher's areas of focus.
1. Formative Feedback Cycle: The principal may conduct 1-3 observations per inquiry cycle that are at least 15 minutes in length, and includes a review of the lesson plan, state curriculum standard(s) for the lesson, and pupil engagement. The following process will be used to collect evidence, analyze evidence, and provide formative feedback within Pivot:
    - Script & Code - Collect specific and descriptive evidence (E.g., create a data log/running record) that is judgment and interpretation-free.
    - Notice / Wonder / Response - Identify/highlight evidence and pose questions related to a teacher's area of focus (i.e., IDP performance goals). A teacher shall add responses to the wonderings in Pivot.
    - Feedback - Provide teacher formative feedback that recognizes/affirms practices in place from across the rubric, and communicates actionable next steps (short-term coaching points) specific to the teacher's area(s) of focus.
2. Additional support may be provided to a teacher, as determined by the teacher's evaluator(s), including:
    - Targeted feedback cycles
    - Professional collaboration
    - Professional development
    - Release time to observe and reflect
    - Mentor

Note: A mentor shall be assigned to teachers during their first 3 years of probation and assigned to any teacher rated *needing support* on their most recent evaluation and receiving an IDP.

Factors and Process for determining Teacher effectiveness through student growth:

A. Student Growth and Assessment Data

1. Beginning with the 2024-2025 school year, 20% of the annual year-end evaluation shall be based on student growth and assessment data.

a. 10% based on state assessment data. (Building average of SGP as calculated by the district data management system.)
   - M-Step Test
   - PSAT/SAT

b. 10% based on local assessment data
   - STAR data
   - Common assessments

2. Locally adopted assessments by content areas that are not tested by STAR must be aligned to state standards or based on achievement of individualized education program goals. Similarly situated teachers are expected to collaboratively identify student growth measures approved by the building administrator(s). Each teacher needs to establish student growth goals that impact 75% or more of their caseload. Teacher teams may select to establish SMART goals to articulate expected student growth for each student growth measure.
3. Student growth measures may be administered at any time between the second day of school and the last Friday of May for purposes of evaluation. For each growth goal, a pre and post-assessment will be administered for each student growth measurement.
4. Each teacher will submit their student growth goals as part of their growth plan in Pivot by the third Thursday in September. Teachers will add evidence of achievement to their approved growth plan in Pivot prior to mid-year and end-of-year post-inquiry conferences.
5. The district may allow for exemption of student growth data for a particular pupil for a school year upon the recommendation by the teacher to the evaluator conducting the year-end evaluation and approval of the superintendent or designee. A teacher shall communicate the name(s) of any pupil(s) and reason for requested exemption within the "Evidence of Achievement" section of an approved growth plan prior to the mid-year and/or end-of year inquiry conference, in order for a pupil's student growth data to be considered for exemption.
6. The student growth rating for a teacher shall be based on the three most recent years of student growth and assessment data. If there is not student growth and assessment data available for a teacher for at least three school years, the annual year-end evaluation shall be based on all student growth and assessment data that are available for the teacher.
7. To determine the student growth rating the teacher and evaluator will aggregate the percent of students who meet the growth targets from the past three years, or the data available for the identified growth measures. A teacher's student growth rating will be based on the following scales:

Student Growth Effectiveness Rubrics:

Rubric for individual teachers for STAR assessments:
Effective (3): More than 60% of students demonstrated above 40th percentile rank on the STAR assessment. In all subject areas where STAR assessments are administered.

Developing (2): Between 30-60% of students demonstrated above 40th percentile rank on the STAR assessment. In all subject areas where STAR assessments are administered.

Needing Support (1): Less than 30% of students demonstrated above 40th percentile rank on the STAR assessment. In all subject areas where STAR assessments are administered.

Rubric for Local assessments:

Effective (3): More than 80% of students demonstrated above 20% growth on the pre to post assessment approved by the district.

Developing (2): Between 50-80% of students demonstrated above 20% growth on the pre to post assessment approved by the district.

Needing Support (1): Less than 50% of students demonstrated above 20% growth on the pre to post assessment approved by the district. The individual growth of each student will be utilized to measure growth.

Appendix D: Financial Reopener (26-27 school year)

1. Financial:
    a. 2.5% on schedule salary increase for 2026-27
    b. Step and lane changes honored for 2026-27
    c. All new hires will start at a minimum of step 3 for this current contract

2.5% increase					
2026-2027	BA	BA+20	MA	MA+15	MA+30
1.0	$44,375	$46,594	$48,924	$51,370	$53,938
2.0	$46,594	$48,924	$51,370	$53,938	$56,635
3.0	$48,924	$51,370	$53,938	$56,635	$59,467
4.0	$51,370	$53,938	$56,635	$59,467	$62,441
5.0	$53,938	$56,635	$59,467	$62,441	$65,563
6.0	$56,635	$59,467	$62,441	$65,563	$68,841
7.0	$59,467	$62,441	$65,563	$68,841	$72,283
8.0	$62,441	$65,563	$68,841	$72,283	$75,897
9.0	$65,563	$68,841	$72,283	$75,897	$79,692
10.0	$68,841	$72,283	$75,897	$79,692	$83,676
11.0	$72,283	$75,897	$79,692	$83,676	$87,860
12.0	$75,897	$79,692	$83,676	$87,860	$92,253

2. Working hours proposal
    a. 1313 total contract hours
    a. The additional 11 hours are for professional collaboration meetings.

3. **Longevity:** The Board of Education shall provide a longevity payment for teachers who have appropriate Clio years of experience according to the following schedule. This payment will be made by June 30.

    12-14 Years: $700
    15-19 Years: $1,100
    20-24 Years: $1,900
    25+ Years: $2,200

    Longevity pay will be based on the teacher's continuous years of service with the District. Continuous service shall include all time worked in a permanent, paid status, including approved leaves of absence. Continuous service shall not include any break in service exceeding twelve (12) months.

4. HB 6058 safety net proposal
    a. 2025: If HB 6058 gets implemented, there shall be no clawback for 2025.
        i. In the event HB 6058 is implemented, the Parties agree that there will be no clawback for the 2025 calendar year. In other words, no retroactive payments will be required from the District or from employees, unless future appropriations or legislative relief for districts make such adjustments appropriate, at which point the Parties will meet to discuss any necessary changes.
    b. 2026: If HB 6058 gets implemented, there shall be no clawback for 2026.
        i. In the event HB 6058 is implemented, the Parties agree that there will be no clawback for the 2026 calendar year. In other words, no retroactive payments will be required from the District or from employees, unless future appropriations or legislative relief for districts make such adjustments appropriate, at which point the Parties will meet to discuss any necessary changes.
    c. 2027:
        i. In the event HB 6058 is implemented, and depending on the final enacted version, the 2027 Hard Caps will remain in effect for the full 2027 calendar year (January 1 through December 31), unless and until the Parties mutually bargain and execute a successor agreement.
        ii. Furthermore, the Parties further agree to meet and bargain in good faith over the impact of the final legislation on the District and its employees.

5. 27L Fund proposal
    a. All full-time staff are included in receiving grant money in the amount of $920. The funds are to be distributed on the last pay of June 2026.

2026-2027 School Calendar

Teachers

2026

July 2026

Su	M	Tu	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

0

August 2026

Su	M	Tu	W	Th	F	Sa	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	21
23	24	25	26	27	28	29	28
30	31						7

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September 2026

Su	M	Tu	W	Th	F	Sa	
		1	2	3	4	5	22
6	7	8	9	10	11	12	29
13	14	15	16	17	18	19	35
20	21	22	23	24	25	26	36
27	28	29	30				21

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October 2026

Su	M	Tu	W	Th	F	Sa	
				1	2	3	14
4	5	6	7	8	9	10	36
11	12	13	14	15	16	17	36
18	19	20	21	22	23	24	35
25	26	27	28	29	30	31	28

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November 2026

Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6	7	35
8	9	10	11	12	13	14	36
15	16	17	18	19	20	21	35
22	23	24	25	26	27	28	14
29	30						7

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December 2026

Su	M	Tu	W	Th	F	Sa	
		1	2	3	4	5	29
6	7	8	9	10	11	12	36
13	14	15	16	17	18	19	35
20	21	22	23	24	25	26	
27	28	29	30	31			

100

2027

January 2027

Su	M	Tu	W	Th	F	Sa	
					1	2	
3	4	5	6	7	8	9	36
10	11	12	13	14	15	16	36
17	18	19	20	21	22	23	35
24	25	26	27	28	29	30	36
31							

143

February 2027

Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5	6	35
7	8	9	10	11	12	13	33
14	15	16	17	18	19	20	28
21	22	23	24	25	26	27	36
28							

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March 2027

Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5	6	28
7	8	9	10	11	12	13	36
14	15	16	17	18	19	20	35
21	22	23	24	25	26	27	29
28							

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April 2027

Su	M	Tu	W	Th	F	Sa	
				1	2	3	
4	5	6	7	8	9	10	36
11	12	13	14	15	16	17	36
18	19	20	21	22	23	24	35
25	26	27	28	29	30		36

143

May 2027

Su	M	Tu	W	Th	F	Sa	
						1	
2	3	4	5	6	7	8	36
9	10	11	12	13	14	15	36
16	17	18	19	20	21	22	35
23	24	25	26	27	28	29	35
30	31						

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June 2027

Su	M	Tu	W	Th	F	Sa	
		1	2	3	4	5	28
6	7	8	9	10	11	12	22
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

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- School Closed (Non-Work Day)
- Holiday (Closed)
- Teacher Workday - 1 hour
- Staff Meeting - 1 hour
- Early Release for Students- 2 hours
- Half Day for Students
- Half Day for students & Staff Mtg for Teachers (8 hrs)
- First and Last Day of School for Students
- Half Day for Students & 4 hrs for Teachers
- Professional Development (no school for students)

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