MASTER AGREEMENT

BETWEEN

CLARKSTON COMMUNITY SCHOOLS

AND

CLARKSTON EDUCATION ASSOCIATION/MEA-NEA



July 1, 2024 – June 30, 2027

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AGREEMENT

BETWEEN

THE CLARKSTON COMMUNITY SCHOOLS BOARD OF EDUCATION

AND

CLARKSTON EDUCATION ASSOCIATION

This Agreement entered into this **1st day of July, 2024** by and between the Board of Education of the Clarkston Community Schools, Oakland County, Michigan, hereinafter called the "Board" and the Clarkston Education Association, hereinafter called the "Association."

WITNESSETH

Whereas, the Board has a statutory obligation, pursuant to Act 379, of the Michigan Public Acts of 1965, to bargain with the duly elected representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the members of the teaching profession are qualified as a group to assist in formulating programs designed to improve educational standards and to make recommendations in the formulation of policies, and

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of the Clarkston Community Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

Whereas, the Board and the Association have reached certain understandings which they desire to set forth in writing,

Therefore, in consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representatives for the duration of this Agreement for the following employed and certified teachers: (See Appendix D), but excluding: non CEA shared time teachers in a non-public setting, guest teachers, per diem guest teachers, all supervisory and executive personnel, office, secretarial, clerical, cafeteria, maintenance, operational and bus drivers, as well as any other non-teaching personnel employed by the Board.

B. The term “teacher” when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above, and reference to male teachers shall include female teachers. The term “Board” when used herein shall refer to the Board of Education, Superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel within the meaning of Act 379.

ARTICLE II
TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to organize and the right to join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governing power under law of the State of Michigan, the Board undertakes and agrees that it will not discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by Act 379, or other laws of Michigan or the Constitution of Michigan and the United States.

B. The Association shall have the right to use school equipment and facilities within the following limitations:

1. Equipment usable includes: equipment necessary to conduct Association business.

2. Facilities usable include: room or rooms necessary to conduct Association business.

3. All work to be done and equipment and facilities used in the best interest of the Clarkston Community Schools.

4. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that it does not interfere with or interrupt or affect normal school operations or assigned duties. Any duly authorized representative not housed in that building must report to the building principal before consulting with any teacher. It is understood that no Association views on matters relating to Administrative-Teacher or Board-Association relationships will be discussed in the presence of students.

5. Use of school equipment and facilities is not to interfere with the instructional program or administrative needs and at all times with the approval of the building principal.

6. Materials and any other expenses shall be defrayed by the Association.

7. The Association shall assume the responsibility for replacement or repairs of equipment or facilities lost and/or damaged through the Association's neglect or abuse.

C. Faculty room bulletin boards and other established media of communication shall be made available to the Association and its members. All Association notices and materials posted or distributed shall bear the initials of an Association officer.

D. The local Association, recognizing its professional responsibilities, agrees to use its influence to encourage employees who are members of the local Association to perform loyal and efficient work and service, to improve their efficiency, to utilize their time and all equipment furnished by the District to the best advantage, to protect the District's property and interest, and to cooperate with the Administration in promoting the welfare of the District and improving its service.

E. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency to plan adequately and make conscientious efforts to meet, as required, with children, parents and/or consultants.

F. Teachers shall be expected to remain on duty as long as needed in the event of emergency situations. Such situations should be similar, but not limited to, severe weather warnings, civil or student disturbances or situations which may threaten health or safety of students.

ARTICLE II
TEACHER AND ASSOCIATION RIGHTS AND RESPONSIBILITIES (Cont'd)

G. All teachers agree to notify the Board as soon as possible of any intent to terminate employment and/or apply for a leave of absence with the District. (Note: Michigan Tenure Act, ARTICLE V, Number 38.11, Section 1, Number 38.112, Section 2).

H. No teacher shall be prevented from wearing reasonable insignia, pins, or other identification of membership in the Association either on or off school premises.

I. If a teacher believes his/her contract is not in accord with the Master Contract, he/she shall have the right to review the contract in question. The Association shall, if requested by the individual, be present at such review.

J. A teacher may leave the building during duty hours (including lunch and/or planning time) with permission from administrative staff or designated representative.

K. Telephone facilities shall be made available and accessible to teachers for their use in conducting school business.

L. The teacher must assume the responsibility for filing a valid Michigan teaching certificate or its equivalent and an official transcript of credits with the Superintendent of Schools within fifteen (15) days after the first day of school. Failure to file these documents may result in withholding pay until such filing has been completed.

M. If required by state or federal law, each teacher will be required to file a T.B. report with the district superintendent. If required, this service will be provided by the board at a minimal cost to the teacher.

N. Teachers are required to attend all staff meetings called by the building principal. Attendance at parent related activities is considered by the Board and Association to be a professional responsibility; however, attendance shall be left to the professional judgment of the teacher unless otherwise specified in this contract (calendar). The teacher will notify the building principal of their anticipated absence. (See ARTICLE XXII, Section F.)

O. Reprimanding, warning or disciplining of a teacher by a principal or other administrator will be done in private, If a written record of the incident involving the teacher is to be made and inserted into the teacher's personnel file, the teacher shall receive a dated copy within five (5) school days of the private meeting. As proof of receipt of the written record, the signature of the teacher shall be required. The teacher shall have the right to insert a rebuttal to any item.

P. Bargaining unit members have the right to access any record or document in their personnel file unless access to the record or document is prohibited by the Bullard-Plawecki Employee Right to Know Act. As used in this paragraph, "personnel file" is given the same definition as "personnel record" in the Bullard – Plawecki Employee Right to Know Act.

Q. Bargaining unit members will be offered the opportunity for private discussion of any matter that may impact their employment with the District. The bargaining member will have the option of having an association representative present.

ARTICLE III
BOARD RIGHTS AND RESPONSIBILITIES

A. The Board, on behalf of the people of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the laws and the Constitution of the United States, including but without limiting the generality of the foregoing, subject to the provisions of law and the specific and express terms of this Agreement, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the conduct of school business.

2. To hire all employees, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.

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

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the extent such specific and express terms hereof are in conformance with the laws and Constitution of the State of Michigan and the laws and Constitution of the United States.

C. The Board recognizes the importance of a teacher reference library. They shall continue to improve and up-grade the present one located in the senior high. They will welcome recommendations from the Association or appropriate committee as established in ARTICLE XVIII.

D. The Board agrees to make available in each school, facilities for typing and duplicating in the preparation of instructional materials.

E. The Board will welcome and consider recommendations from an appropriate committee as established in ARTICLE XVIII in the selection of new materials.

F. The Board will continue with past practices of providing facilities, equipment and instructional materials, as deemed necessary to support the programs as prescribed by the building principal. Requests for additional equipment and supplies must be approved by the building principal.

ARTICLE III
BOARD RIGHTS AND RESPONSIBILITIES (Cont'd)

G. The Board agrees that it shall not discriminate against any teacher on the basis of race, creed, color, national origin, gender, marital status, sexual orientation political activities not considered subversive, or membership or participation in the activities of the Association of any other employee organization. The private and personal life of any teacher is not within the concern of the Board unless it interferes with the professional responsibilities or with his/her teaching performance.

H. The Board agrees to make available to the Association, who shall reimburse the Board for any actual expenses of the preparation thereof:

1. Names and addresses of all teachers and other information not of a confidential nature, together with information which may be necessary to process a grievance or complaint.

2. Upon request of the Association, all public information concerning the financial resources of the Clarkston Community District, including, but not limited to:

(a) Annual financial reports and audits
(b) Official minutes of all Board meetings
(c) Treasurer's reports, census and membership data
(d) Tentative budgetary requirements and allocations, including county allocations and Board budgets

I. Teachers shall be informed of the procedure to report unavailability for work. All teachers shall attempt to report unavailability before 6:00 a.m. Failure to do so may result in loss of pay.

ARTICLE IV
TEACHING HOURS

A. The Board agrees to maintain normal work days throughout the system consistent with its duty as a public service.

B. Elementary Hours:

1. The school duty day for elementary teachers shall be an average of seven hours and fifty minutes of continuous time through a 5-day week, not exceeding 45 minutes of any given day for UT.

2. Throughout a school duty week up to 150 minutes may be designated as "universal time" (UT).
   a. Activities such as School Improvement, curriculum and staff development, accreditation, team planning, staff meetings, etc. are examples of activities that may be conducted during universal time.
   b. Up to eighty (80) minutes of this time may be scheduled weekly by the principal or staff for ongoing activities that involve the professional staff. By August 1st, building principals will provide staff will consistent weekly UT schedule for the year.
   c. Additional universal time may be designated by the principal or professional staff on an as needed basis to promote collaboration and collegiality. The scheduling of that time should not result in the establishment of a permanent or regular addition to the Universal Time schedule.
   d. Banking of universal time is an option available to staff with the approval of the building principal.

3. Planning time is designed for individual and collaborative planning with grade level team members and support staff to ensure best practice instruction for all students.

   Guidelines for configuring elementary planning time shall be as follows:

   a. Each teacher shall receive at least 325 minutes of instructional planning/conference time per full week. For classroom teachers, this time shall include two (2) planning/conference periods of at least thirty (30) minutes at least four (4) days per full instructional week. All other teachers shall receive at least two (2) planning/conference periods of at least thirty (30) minutes per day per full instructional week. All planning/conference time shall be scheduled during the student day.

   b. One (1) thirty (30) minute daily planning/conference period shall be attached to the teacher's daily duty-free lunch period. (Half-day Kindergarten teachers will be an exception to this).

   c. Half-day Kindergarten teachers will receive at least a twenty-five (25) minute duty-free lunch and two (2) daily planning/conference periods of at least thirty (30) minutes during the student day at least four (4) days per full instructional week.

   d. Once per full week, two (2) planning/conference periods of at least thirty (30) minutes shall be blocked by grade level. When scheduling allows, this time will be attached to a planning/duty free period for classroom teachers. In the event that the District implements a co-curricular schedule where all co-curricular period are at least 45 minutes, planning/conference periods shall be blocked by grade level daily instead of two period blocked once per week.
   e. If the elementary co-curricular schedule does not allow for grade level blocking of planning time that is consistent with ARTCILE IV, B.3. of the Master Agreement for Young 5's and elementary co-curricular teachers, then the following shall apply:

      i. Young 5's teachers will receive three (3) full days of time to meet as a grade level for PLC time. These days can be taken in full day or half-day increments

where a guest teacher will be provided. Teachers will also have the option of meeting outside of the contractual day and submitting a supplemental time sheet at the current hourly teacher workshop rate or earning compensatory time in hourly increments.

ii. Elementary co-curricular teachers will receive three (3) full days of time to meet as a K-5 subject area for PLC time. These days can be taken in full day or half-day increments where a guest teacher will be provided. Teachers will also have the option of meeting outside of the contractual day and submitting a supplemental time sheet at the current hourly teacher workshop rate or earning compensatory time in hourly increments.

f. Each teacher shall receive an additional twenty-five (25) minutes of planning/conference time to be scheduled once per full week on a flexible basis as determined at the building level. This shall not apply in the event that the District implements a co-curricular schedule as described in ARTICLE IV B.3.d and ARTICLE IV B.3.g.

g. Every attempt shall be made to follow contract language in ARTICLE IV B.3. However, a request to waiver can be made to accommodate building needs and permit staff flexibility. It is understood that planning time will be scheduled during the same week if the waiver is mutually agreed upon. The waiver shall not interfere with the collaborative grade level planning block.

h. If a guest teacher is not available to cover a co-curricular class during planning/conference time, it will be the responsibility of the classroom teacher to cover the co-curricular class time unless another teacher in the same co-curricular block volunteers. The teacher who covers shall be compensated per teacher hourly workshop rate (Schedule A-3) or compensatory time.

i. If a teacher is required to attend an IEP/504/Specialized Plan meeting that results in a loss of scheduled planning time, the teacher will be compensated per the teacher hourly workshop rate (Schedule A-3).

j. On an annual basis, administration shall construct a schedule that attempts to balance total sessions with each specials area over the course of the school calendar.

4. Lunch time for teachers will be at least twenty-five (25) minutes of duty free released time. Coverage of emergency situations that arise during duty-free lunch shall be developed by the building principal and staff. Options include**:**

a. A teacher covering on a paid basis.

b. Two or three staff members covering on a paid basis.

c. If failure to obtain a teacher/teachers on a paid basis, an aide will be hired to cover this duty.

d. Teachers will be paid according to Schedule A-3.

e. Part-time recess supervisors will be hired for elementary recesses. If no supervisors are available, teachers within a building may be asked to supervise recess. If no teacher chooses to supervise, the building principal will schedule teachers for duty coverage on a rotational basis. Teachers will be paid according to schedule A-3.

5. Teachers are to remain for a sufficient period after the close of the pupil's day (but not less than five (5) minutes after the regular student's dismissal time) to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher. Exception to this is: Teachers shall assume the responsibility on a scheduled basis as prepared by the building principal and the building representative in situations where students must be in the building after the normal school day. If no agreement has been reached by the end of the first week of school on the schedule, the building principal's decision shall be final.

6. Elementary teachers will be present for 12 total hours of conferences per school year, based on 24 conferences at 15 minutes each, twice per year.

   a. District administration will determine the conference schedules.
   b. Teachers will be compensated at workshop rate for conference in excess of 24.
   c. Family requests for multiple conferences for the same child must receive administrative pre-approval.

C. Middle School, Junior High and High School:

1. The school duty day for secondary teachers shall be a continuous seven hours and fifty minutes per day. Secondary teachers may request a discontinuous schedule. The opening and closing time of a building may exceed but will not impact the teacher duty day.

Throughout a school duty week up to 225 minutes at the high school, junior high school and middle school may be used by the staff or assigned by the principal for "universal time". Under the trimester system, up to 150 minutes at the high school and junior high school may be used by the staff or assigned by the principal for "universal time." Activities such as school improvement, accreditation, team planning, staff meetings, etc., are examples of activities that may be conducted during universal time. Normally, universal time will not be used for personal record keeping, lesson planning, classroom set-up, or other individual work duties. Universal time shall be used by the professional staff, as they judge necessary, to promote collaboration and collegiality.

a. Banking of universal time is an option available to staff members with the approval of the building principal.

b. In the event the school district adopts a delayed start program for the purpose of completing NCA projects, professional development or other work, the UT minutes referred to for the middle school in item C.2. shall be designated as "team planning time."

c. In the event that the district does not adopt a delayed start program, the middle school will use the following options to provide time for completing major NCA projects, professional development or other work that is required:

   (1) One-half day student release
   (2) One-half day or full day release for selected teachers
   (3) Compensation for time on Schedule A-3
   (4) District calendar may be adjusted

3. The equivalent of one conference period or class hour for each day school is in session will be scheduled weekly for teachers, with the exception of shortened student days.

4. The lunch period for junior high, middle and high school teachers shall be a minimum of twenty-five (25) minutes, excluding passing time.

ARTICLE IV
TEACHING HOURS (Cont'd)

5. Additional Teaching Assignments:

   a. If a teacher is requested by another teacher, with the approval of the principal, to assume more than the normal teaching load as set forth in this ARTICLE, he/she shall not receive additional compensation. This shall not be considered as assigned duty as defined in C. 5. c. below.

   b. Assignments of additional classes over and above the teacher's regular assignment shall be made only by mutual agreement between the teacher or teachers involved and the Superintendent's office. For such an assignment, additional compensation shall be received at the rate of the teacher's per diem.

   c. If a problem arises, teachers may be required by the principal to fill a class or supervise a lunch period during their conference hour. A teacher will be required to cover no more than once per week. The teacher shall be compensated as per teacher workshop rate A-3. Coverage will be obtained using the following priorities:

      (1) Volunteer within needed subject area.
      (2) Assigned within needed subject area.
      (3) Volunteer from any subject area.
      (4) Assigned from any subject area.

   d. If a teacher is required to attend an IEP/504/Specialized Plan meeting that results in a loss of scheduled planning time, the teacher will be compensated per the teacher hourly workshop rate (Schedule A-3).

6. High school and junior high school teachers shall be required to teach a maximum of five (5) classes per day. Under the trimester system, high school and junior high school teachers shall be required to teach a maximum of four (4) classes per day.

7. When the district implements middle school programs:

   a. Middle school teachers will teach a maximum of five (5) classes per day.

8. Every attempt will be made to limit the number of classroom preparations to three (3) under the semester system and two (2) under the trimester system, except:

   a. Special Education,

   b. A prep is defined as a course number.

   c. Should a teacher be assigned more than the stated preparations by the administration, the teacher shall be credited $150.00 per excess preparation per semester or $100 per trimester.

D. Shared-Teacher Responsibilities:

1. <u>Committee Activities</u>
   Committee activities are voluntary on the part of staff.

2. <u>Parking</u>
   Administrators will make reasonable accommodations for the parking of teachers' vehicles at their buildings during the school day.

ARTICLE IV
TEACHING HOURS (Cont'd)

3. Faculty Meetings

   If a teacher's workday does not permit him/her to attend staff meetings in the building in which they start their day, other accommodations will be made for them to receive the information. A session the following day with the principal and/or designee will be suggested.

4. Curriculum Night attendance is mandatory at all levels.

5. Parent-Teacher Conferences
   Teachers assigned to multiple buildings must attend a minimum of one (1) conference session per building.

6. Progress Reports and Grade Sheets
   Progress reports and grade sheets will be turned in at the secondary building where the teacher begins his/her day. The progress reports and grade sheets will be due before school begins on the day established by each building principal. Transportation of the grade sheets and progress reports to the appropriate buildings will be arranged by each building principal.

7. Classroom Assignments
   Every consideration will be made to reduce the number of different classroom assignments for shared-time teachers.

8. Homeroom Assignments
   The building administration will attempt to cover homeroom assignments without using shared-time teachers.

9. Supervision Assignments
   Special supervision assignments during the school day will be prorated based on the shared-time teacher's time in each building. The building administration will attempt to cover these supervision assignments with full-time staff first. Shared-time teachers will have the same supervision assignments as full-time teachers before and/or after school.

10. Forwarding of Messages by Building Secretaries
    Building secretaries will be made aware of the teaching hours of all shared-time teachers.

11. Travel Time Between Buildings
    Sufficient time shall be allowed between classes for necessary traveling. Unless agreed otherwise between the teacher and the appropriate administrator, such travel time shall not infringe upon the teacher's class schedule, planning time, or lunch period.

E. All negotiations, including participation in grievance procedures, shall be conducted outside of duty hours. However, should it become necessary that the representatives of the Board and Association to meet to discuss a problem of mutual interest, the parties, through mutual consent and with the Superintendent's approval, may schedule meetings during duty hours. In such cases, the teacher or teachers representing the Association shall not suffer loss of pay.

F. On days preceding holidays or vacations, teachers may leave at the conclusion of the student day, provided all students have left the building.

ARTICLE V
DEPARTMENT CHAIRPERSONS

A. Upon recommendation of the building principal and approved by the Superintendent or his/her designee, departments of five (5) or more members in the middle school, junior high school and high school may have department chairpersons, provided there is a member interested in the position. To be considered as a member and/or a chairperson/team leader of a department, the teacher must teach at least fifty-one (51%) percent of an FTE in the department.

1. When a teacher is teaching equal amounts of time in two (2) subject areas, he/she shall be assigned to the department of his/her academic major.

2. In other problems related to classification of department members, the building principal's recommendation shall determine placement.

B. Departments of less than five (5) members in the middle, junior and senior high schools shall not have department chairpersons unless recommendations are made by the building principal and approved by the Superintendent or his/her designee. Departments of five (5) or more, at the discretion of the principal, and the approval by the Superintendent, maybe divided up with a department chair overseeing each group and sharing the stipend for that department. To be considered as a member and/or chairperson of a department, the teacher must teach at least fifty-one (51%) percent of an FTE within the department. Applications of qualifications as stated in A. 1. and A. 2. of this ARTICLE shall apply.

C. Department chairpersons and core middle school team leaders will receive compensation for duties performed as follows:
$550 per person in the department (up to five (5) members each year).

1. When a department or core middle school team has ten (10) members or more, the chairperson will receive an additional stipend of $550 for that year.

2. Department chairpersons and core middle school team leaders may request up to two (2) days per semester (up to four (4) per year) for release time to conduct related duties of the position as approved by the principal.

3. Department chairpersons and core middle school team leaders will receive per diem for days worked before the start of the school year and days worked at the end of the school year when these days are mutually agreed upon by the principal and the chairperson.

D. Department chairpersons shall be coordinators of programs and materials. In the event that no teacher is designated as department chairperson by the building principal and approved by the Superintendent or his/her designee, the building administrator shall handle the responsibilities for the functions of that position. If the principal does not make a recommendation, the position will remain vacant.

E. Department chairpersons or designee shall serve on building curriculum committees.

F. Department chairpersons shall assist in interpreting the objectives and activities of the department.

G. Department chairpersons shall be recommended for assignments by the building principal prior to the close of the school year and must be approved for such assignments by the Superintendent’s office. Written notification of such approval or denial must be given to the designated chairperson before the close of the school year.

H. Department chairpersons shall not be assigned on a permanent basis, but shall be recommended and approved each school year.

I. It is recommended that all department chairpersons be tenured teachers.

ARTICLE VI
TEACHING CONDITIONS

A. The Association and the Board recognize that the pupil-teacher ratio is an essential condition of a quality educational program. Therefore, it should be recognized that the Board has the primary responsibility for providing an adequate number of teachers, facilities and funds to implement a quality educational program. It is also recognized that the primary duty and responsibility of the teacher is to provide instructional service and that the organization of the school as well as the school schedule will be directed toward insuring that the energy of the teacher is primarily utilized to this end.

B. Elementary:

1. When the individual classroom of Young 5's reaches 21 to 1; kindergarten reaches 26 to 1; Grades 1 through 3 reaches 28 to 1; and Grades 4 through 5 reaches 31 to 1, relief will be provided according to the following:

   a. An immediate study by the Superintendent's designee of alternative methods in the reorganization of classrooms in order to relieve class size. One of the following solutions will be established by the representative of the Superintendent after consultation with representative(s) of the Association and/or the affected teacher.

   b. Individual Class Size relief as follows:

      (1) If class size reaches or is over by one student. In B.1., one hour of classroom aide time per day will be provided.
      (2) If class size is over by two students in B.1., two hours of classroom aide time per day will be provided.
      (3) If class size is over by three students in B.1., three hours of classroom aide time per day will be provided.
      (4) If class size is over by four students in B.1., four hours of classroom aide time per day will be provided.
      (5) If class size is over by five students in B.1., five hours of classroom aide time per day will be provided.
      (6) If class size is over by six students in B.1., a full-time (six and one-half hours) classroom aide will be provided.

      Or

      (7) If one or more students over class size in B.1., the teacher will receive $167 per trimester or $250 for each semester the class size exceeds the guidelines written in B.1.

2. Elementary Combination Classes

   a. When the potential for an elementary combination class exists in a building, the building principal shall resolve this issue through a collaborative effort with the teachers who are affected in those grade levels regarding:
      1. Class size of all affected classes in those grade levels
      2. Grouping of students
      3. Delivery of curriculum
      4. Implementation of multi-age philosophy
      5. Use of a half-time instructional aide based on highly qualified language and teacher input on hiring. (Deployment of the aide would be decided by the collaborative team.)

b. Combination classes shall not be figured into the individual class size relief.

c. A half-time highly qualified aide will be provided for all combination classes. An additional half-time highly qualified aide will be added when the class size reaches:
    1. 27 students in a combined class of grades 1-2 or grades 2-3.
    2. 28 students in a combined class of grades 3-4.
    3. 29 students in a combined class of grades 4-5.

d. The placement of the aide will be a collaborative decision between the administration and teacher based on the building needs.

e. Teachers assigned to a combination class will receive compensation of $950 per year, recognizing the additional preparations required to teach a combination class.

3. Relief may be terminated if class size falls below B.1. Prior to terminating class size relief hours the building principal in conjunction with the classroom teacher will determine a reasonable transition period.

4. Elementary specials teachers will have five (5) minutes between classes.

5. Class size relief will be implemented no later than the first Friday of the school year. Once assigned, the classroom aide position will remain for a minimum of the remainder of the marking period.

C. Secondary: <u>Middle School, Junior High School and High School:</u>

1. The 30 to 1 ratio of the North Central Association shall serve as a guide in secondary schools, with the exception of music and physical education. In secondary specialized classes (science labs, language labs, business, art, computer/technology, etc.) the number of students shall not exceed the instructional stations provided.

    a. When any class in the school reaches 33:1, excluding physical education and music, the administration will:

        (1) Attempt to equalize class size of like sections within the same department.
        (2) Attempt to add sections within the same department.
        (3) Classroom station assignments will be based on the following considerations:
            (a) Physical size of the room
            (b) Normal size of grade level students
            (c) Size of student stations
            (d) Curriculum content
        (4) The decision of the building administration is final in items (1), (2), and (3).
        (5) If the class size reaches 34:1, the teacher will receive $125 per section, per semester or $84 per trimester, for each section at the 34:1 ratio. If the class size reaches 36:1, the teacher will receive $175 per section, per semester or $117 per trimester, for each section at the 36:1 ratio.

2. <u>Secondary Co-taught:</u> 26 (students) to 2 (1 certified special education teacher and 1 general education teacher) ratio, with no more than 50% of students with IEPs, shall serve as a guideline for co-taught classes. When any co-taught class reaches a ratio of 27:2 the administration will:
    1. Attempt to equalize class size of like sections within the same department.
    2. Attempt to add sections within the same department
    3. Classroom station assignments will be based on the following considerations:
        (a) Physical size of the room
        (b) Normal size of grade level students

(c) Size of student station
(d) Curriculum content

4. The decision of the building administration is final in items (1), (2), and (3)
   (a) If the class size reaches 28:2, both certified teachers will receive $125 per section, per semester.
   (b) If the class size reaches 30:2, both certified teachers will receive $175 per section, per semester.

3. If a teacher's daily load at the middle school, junior high or high school reaches 150 students (excluding music and physical education), or 120 students at the junior high and high school under the trimester system, at the request of the teacher, the principal will meet with the teacher to resolve the problem. If a solution is not reached, an immediate study by the Superintendent's designee of alternative methods in the reorganization of classrooms in order to relieve class size will be conducted. If the problem is still not resolved, one of the following solutions will be established by the representative of the Superintendent after consultation with representative(s) of the Association and/or the affected teacher. This will be done no later than the fourth Friday of each trimester or semester.

Middle School, Junior High School and High School: Semester System

(1) 150 + students - one day per marking period, to be used within the building to complete necessary teaching tasks. A guest teacher will be provided.
(2) 150 + students - an amount not to exceed $300 to be used for classroom materials per semester.

(3) 150 - 170 students - a $375 stipend per semester or one hour of classroom aide time per day.
(4) 171 - 180 students - a $700 stipend per semester or two hours of classroom aide time per day.
(5) 181 - 190 students - a $1000 stipend per semester or three hours of classroom aide time per day.

Middle School, Junior High School and High School: (Trimester System)

(1) 120 + students – one day per marking period, to be used within the building to complete necessary teaching tasks. A guest teacher will be provided.
(2) 120 + students – an amount not to exceed $300 to be used for classroom materials per trimester.
(3) 120 – 136 students – a $250 stipend per trimester or one hour of classroom aide time per day.
(4) 137 – 144 students – a $467 stipend per trimester or two hours of classroom aide time per day.
(5) 145 – 152 students – a $667 stipend per trimester or three hours of classroom aide time per day.

4. Relief may be terminated if class sizes fall below the C.1. and C.2. numbers.

5. Secondary Guidance Counselors
   a. Middle School and Junior High: Student-counselor ratio will be no greater than 475:1.
   b. High School: Student-counselor ratio will be no greater than 425:1
   c. If the student-counselor ratio exceeds 450:1 at the Middle School/Junior High or if it exceeds 400:1 at the High School all counselors in that building will receive an additional stipend of $700 per semester.
   d. Student-counselor ratio is determined by dividing the total number of students in a building by the total number of counselors in that building.

ARTICLE VI
TEACHING CONDITIONS (cont'd)

6. Special Education
    a. Class size or caseload size shall not exceed the current State of Michigan Guidelines for Special Education.
    b. In the event that caseload size exceeds the State of Michigan Guidelines for Special Education, administration will work with the teacher(s) impacted to develop a solution with employee input.
    c. The District will make every attempt to provide special education support staff as outlined in the Michigan Administrative Rules for Special Education (MARSE). In the event that additional support staff is required based on case load, program, or individual student needs administration will work with the teacher(s) impacted to develop a solution in a timely manner with employee input.

7. Speech-Language Pathologists
    a. Class size or caseload size shall not exceed the current State of Michigan Guidelines for Speech Pathologists.
    b. In the event that caseload size exceeds the State of Michigan Guidelines for Speech Pathologists, administration will work with the speech pathologist(s) impacted to develop a solution with employee input.

8. School Social Workers and Psychologists
    a. Administration will consider multiple factors when determining assignments for social workers and psychologists including the following:
        i. number and type of specialized programs within a building
        ii. building size
        iii. individual student needs
        iv. other factors impacting professional responsibilities
    b. In the event that circumstances occur during the year that impact an employee's assignment (such as a significant increase in the number of referrals/evaluations, number of transfer-in students, caseload shift/increase, etc.), administration will work with the social worker(s) or psychologist(s) impacted to develop a solution with employee input.

D. Facilities for special services will be provided in all buildings.

E. Library facilities will be provided in all buildings.

F. When the Board institutes parent volunteers, or student teachers, the teacher will have, without prejudice, the opportunity of accepting such individuals and, in cooperation with the building principal, will determine the scope of the duties and responsibilities of such personnel.

G. Safety devices, required by law or deemed necessary by the department, and approved by the Administration, shall be provided without charge.

H. Elementary teachers should have the opportunity for input regarding the placement of their students into the next grade level. Teacher input will be requested in placing identified special needs students in classrooms.

1. Placement of students in general education environments is best accomplished with input from general education teachers, special education teachers, administrators and support staff. All learning environments will be considered for all children.

Placement will be made by administrator(s) with input from teachers based on the need to balance classrooms (to create optimal learning environments) frequency of assignment of special education students to individual teachers, and appropriate environment for the student.

a. Placement decisions will consider:

(1) Experience of teacher
(2) Number of students in grade level/class
(3) Number of students with special needs at each grade level
(4) Types of special needs in each class/grade level
(5) Total available support in building
(6) Physical access to/and arrangement of environment
(7) I.E.P. requirements
(8) Frequency with which teacher has been selected to receive students with special needs
(9) Availability of curriculum/session (example: A student who attends Clarkston half-time in the afternoon may need the specials provided in the schedule of one class more than the science provided in the schedule of another class.)

b. Accepted guidelines for placement include:

(1) Placement of students in the spring is a standard goal
(2) Staff input will be solicited for special needs students entering during summer
(3) Transition activities will be made available (when possible) to teachers receiving center program eligible students
(4) Strategies will be designed to develop a team relationship between general and special educators responsible for the same student.

2. Teachers should have the opportunity to view their class lists prior to distribution to parents/students.

a. Accepted guidelines for distribution of class lists and/or schedules include:

(1) Faculty will be invited to review class lists prior to distribution of schedules at summer "welcome back to school" night
(2) Opportunity for faculty to review lists may occur on the day of distribution to parents/students
(3) Class lists will be available on site
(4) Publication of class lists does not preclude changes in class and/or schedule.

ARTICLE VII
QUALIFICATIONS AND ASSIGNMENTS

A. The Board of Education will comply with the certification laws of the State of Michigan.

B. To be considered qualified to be assigned to teach in a given subject area in Grades 6 through 12, the following shall apply:

1. Have Provisional, Continuing, Permanent, or Professional Education Teacher Certification.

C. The District will be responsible for covering the cost of a teacher obtaining an additional certification if the District is requiring the additional certificate.

D. Teachers who are interested in and would like to be considered for job sharing can notify their immediate supervisor and submit a competed “job share” interest form. (See Appendix B1)

E. Assignments of new teachers shall be made as soon after they are employed as possible. New teachers shall obtain their specific teaching assignments not later than their last Monday in August. Requests for new assignments by existing staff, for the next school year will be submitted in writing prior to the completion of the current school year. Except in emergency situations, teachers will be given one month’s notice of assignment changes prior to the start of school.

ARTICLE VIII
VACANCIES, PROMOTIONS AND TRANSFERS

Article VIII applies only to vacancies and promotions that are unrelated to decisions about the development, content, standards, procedures, adoption, and implementation of the Board's policies regarding personnel decisions when conducting a staffing or program reduction or any other personnel determination resulting in the elimination of a position, when conducting a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or in hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position, as provided under section 1248 of the revised school code, 1976 PA 451, MCL 380.1248, any decision made by the Board pursuant to those policies, or the impact of those decisions on an individual employee or the Association. The CEA President will be informed if teachers will be assigned or considered for assignment to a new building or to a new schedule.

A. Vacancies:

1. The Board declares its support of a policy of filling all vacancies from within its own teaching staff.

2. A teacher may apply for any position within the system for which he/she is certified and highly qualified. The Board shall determine the qualifications for such positions and has the sole discretion in the selection process. Such an application must be in writing, addressed to the Superintendent of Schools. Any vacancy occurring during the school year to which a teacher has requested transfer shall not be filled permanently until the following school year. Applications must be submitted annually.

3. In filling a vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. This does not preclude that candidates from outside the system are not eligible for employment. Each applicant shall be notified of the Board's decision within five (5) days of the fulfillment of the position. The decision of the Board as to the filling of such vacancies shall, however, be final.

4. The central office shall post in all buildings and on the district website professional vacancies and newly created positions existing within the system when vacancies or positions occur. The Association shall furnish a list of building representatives by June 1 to which the Board agrees to mail notice of vacancies or newly created positions during the summer months. Individual teachers who wish to receive notice of vacancies or newly created positions during the summer months shall so notify the Board in writing by June 1.

5. Teachers laid off from other Oakland County school districts are encouraged to apply and will be given consideration for existing vacancies.

B. Promotion - transfer from within the bargaining unit to a supervisory or administrative capacity:

1. A teacher may apply for any position within the system for which he/she is certified and highly qualified. The Board shall determine the qualifications for such positions and has the sole discretion in the selection process. Such an application must be in writing, addressed to the Superintendent of Schools. Applications will be considered either during the school year or during the summer. Such applications must be renewed annually.

2. Each applicant shall be notified of the Board's decision within five (5) days of the filling of the position.

3. Administrative Seniority Rights: See ARTICLE XII, Section F.

C. Transfers:

1. Requests by a teacher for a transfer to a different class within the building shall be made in writing to the building principal. The application shall set forth the reasons for transfer and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration.

2. Requests by teachers for a collaborative exchange of assignment within a building/Special Education Department shall be made to the supervising administrator(s). This request shall be made with the agreement of both teachers that the assignment will be for two (2) years and that both teachers shall be returned to their previous teaching assignment upon the request of either teacher at the end of the two-year period.

Teachers requesting a collaborative exchange must meet all district qualifications for the grade level/assignment requested (i.e. Early Childhood Education endorsement in grades K-2, team teaching in grades 4-5, required certification). Staff teaching in grades K-2 without an Early Childhood Education endorsement (due to grand-person arrangement) who are approved for a collaborative exchange to grades 3-5 would be allowed to return to K-2 at the end of the two-year exchange. Thereafter, they would be required to have the Early Childhood Education endorsement to be considered for a transfer back to K-2. 3 The decision of the supervising administrator will be final in all cases concerning requests for collaborative transfers within a building/Special Education Department.

3. Requests by teachers for a collaborative exchange of assignment between buildings shall be made to the Central Office Administrator responsible for the division. This request shall be made with the agreement of both teachers that the assignment will be for two (2) years and that both teachers shall be returned to their previous teaching assignment upon the request of either teacher at the end of the two-year period.

Teachers requesting a collaborative exchange must meet all district qualifications for the grade level/assignment requested

The decision of the Central Office Administrator responsible for the division in which the transfer is requested will be final in all cases concerning requests for collaborative transfers between buildings.

4. Requests by a teacher for transfer to a different building shall be made in writing to the Central Office Administrator responsible for the division (elementary, secondary and student support services). The application shall set forth the reasons for the transfer, the school, grade or position sought, and may include the applicant's academic qualifications.

5. While the parties recognize that involuntary transfers between buildings may be necessary, they also recognize the desirability to keep such transfers to a minimum. The following will apply with the exception of summer transfers:

a. If a teacher is to be transferred involuntarily on the basis of performance, the teacher shall be notified in advance. The teacher shall have the opportunity to discuss such a transfer with the Central Office Administrator responsible for the division to which the transfer will occur.

b. If a teacher is to be transferred involuntarily to meet the following circumstances: unexpected leaves, enrollment shift, death of a staff member, unexpected resignations, or physical plant damage, the following process will be used:

(1) Volunteers will have been sought.

(2) Current legislation regarding personnel decisions in MCL 380.1248 will be followed.

c. The process for making transfers to new buildings and for assigning teachers to a new schedule within their current building because of the opening of a new building will be as follows:

(1) The CEA President will be informed if teachers will be assigned, or considered for assignment to a new building or to a new schedule.

(2) Volunteers will have been sought.

(3) Current legislation regarding personnel decisions in MCL 380.1248 will be followed.

6. All requests for transfer shall be renewed each year by March 15th to ensure active consideration. Unusual and emergency circumstances will be taken into consideration.

ARTICLE IX
PAID LEAVES

A. Personal Absence Days

1. Each teacher will receive twelve (12) personal absence days per year. The twelve (12) days will be posted and shall be available for use at the beginning of each school year. Each year, all absences (to a maximum of twelve (12) days) will be charged against the employee's annual personal absence days. Any absences thereafter due to the employees own personal illness or the illness of an immediate family member will be charged to their individual accumulated sick leave bank. Absences thereafter not related to an employee's own personal illness or the illness of an immediate family member shall be unpaid, unless the teacher meets the requirements listed in section 3 below Immediate family shall be defined as spouse, children, mother, father, mother-in-law, father-in-law, sister, brother, grandchildren, and grandparents or legal dependent.

2. Personal absence days may be used for the following reasons:
   - Employee's own personal illness
   - Personal business
   - Illness of an immediate family member/legal dependent.

   Employees returning from an FMLA approved leave that has resulted in their PAB days being exhausted, may use up to 2 days from their individual accumulated sick leave bank as personal absence days as defined in section A. 2. Above.

3. Personal absence days may not be used for vacation days.

4. When an employee is absent the duty day before or the duty day after a recess, or on a professional learning day for absences other than the employees own personal illness or the illness of an immediate family member/legal dependent, he/she shall not receive compensation for the day.

5. Employees who are absent the duty day before or the duty day after a recess, or on a professional learning day due to their own personal illness or the illness of an immediate family member/legal dependent will be required to notify the building prior to the start of the duty day or during the duty day in order to receive compensation for the day. In addition, the employee may be requested to provide a doctor's note.

6. Absences for personal business shall not exceed two consecutive work days. Employees are required to provide as much advance notice as possible when requesting absences related to personal business.

7. Employees who are absent for the following reasons may use available personal absence days and up to 5 of their own accumulated sick leave days:
   - The birth of a child
   - The adoption or placement of a foster child in the employee's home.

B. Employee's own personal illness

1. Proof of illness, signed by a physician may be required of a teacher in case of consecutive absences in excess of two. Any unused portion of the annual accumulated personal absence days shall be credited to the next year's employee sick leave bank. The teacher's personal accumulated sick leave bank shall accumulate without limitation**.**

2. Personal sick leave compensation shall be limited to the earned paid leave bank on file in the year in which the personal sick leave begins. In case of overpayment, the teacher's contractual salary will be adjusted and/or the teacher will reimburse the district. If it is not possible to collect the overpayment, the Sick Leave Bank (Appendix B) will repay the days to the district.

3. An employee who meets the qualifications of the Federal Family Medical Leave Act due to their own personal illness**,** may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 3430.01 will apply. Use of paid sick leave days shall only be granted for reasons stated in IX.A.2. up to the number of paid leave days accumulated by the employee but not to exceed twelve (12) weeks. This leave may be requested for the following reasons:

   a. The birth of a child. The paid sick leave is only approved for the time necessary for the mother to recover from childbirth (usually 6-8 weeks). Time for care of a newborn child will not be covered as paid time. Use of paid sick leave days for the employee's own personal illness approved under the FMLA shall be limited to the employee's accumulated earned sick leave bank days at the time the leave begins.

   b. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.), also see ARTICLE X, H.

4. If the employee is still unable to return to work after 90 calendar days due to their own personal illness, the employee must apply for long term disability compensation. If approved for LTD compensation, the employee may accept payment in lieu of sick leave pay or may continue to receive earned sick leave pay and reimburse the district for all health insurance benefits (medical, dental, vision, life, LTD).

   a. A teacher who is unable to work because of personal illness or disability and who has been on paid or unpaid sick leave for ninety (90) calendar days may qualify for long term disability (LTD) compensation.

   b. If said teacher has tenure and was approved for LTD and returns from LTD leave within the same school year, the tenured teacher may return to their original teaching assignment.

   c. If said teacher has tenure and was approved for LTD and returns from LTD leave <u>after</u> the completion of one school year, the teacher shall return to an assignment for which they are certified according to ARTICLE VII.

   d. The district and association will agree to the time of the teacher's return from LTD leave so as to provide the least disruption to classroom instruction. The affected teacher may return as a substitute teacher at the employee's rate of pay until the time is appropriate for the return to a regular teaching assignment.

   e. A non-tenured teacher on LTD leave may not have return rights from leave.

5. When a teacher is injured on the job, state laws governing worker's compensation will prevail. The teacher may use personal illness days until such time he/she is eligible for worker's compensation paid leave. While worker's compensation is in effect, teacher shall

have the option to use a percentage of their own personal absence/sick days (if available) in order to receive 100% of their contractual salary.

D. Death

1. In the event of death of an immediate family member, the individual is allowed up to three (3) days with full pay, not to be charged against the annual personal absence days. An additional two (2) days, if requested, may be granted and deducted from the annual personal absence days if approved by the Superintendent or designee**.**

1. Death of Other Persons**:** In the event of the death of other persons, one (1) day per occurrence will be allowed and deducted from the annual personal absence days until PAB days are exhausted and then come from the employees accumulated sick leave bank.

2. When the funeral is three hundred and fifty (350) miles or more from Clarkston, an extra day of traveling time will be allowed, upon request, and deducted from the annual personal absence days.

E. Court Appearance: A person required by subpoena to appear in court due to a personal issue such as, but not limited to, a divorce or personal legal action will be charged with an annual personal absence day. The teacher will not be paid if such appearance is about an illegal and/or negligent action on the part of said teacher or action against the Board by the Association or teacher. Court days will be deducted from the annual personal absence days until PAB days are exhausted and then come from the employee's accumulated sick leave bank.

F. Absences not charged to annual personal absence days

1. Jury Duty: A teacher called for jury duty shall be compensated at their regular rate of pay. However, any jury duty fees awarded to the teacher, excluding mileage, must be returned to the District. A teacher called for grand jury duty shall be compensated at their regular rate of pay. However, only one-half of any jury fees awarded to the teacher, excluding mileage, must be returned to the district. All jury duty days must have written verification and will not be charged against the annual personal absence days.

2. Court Appearance: A person required by subpoena to appear in court to give testimony as a witness, will receive full pay, provided such appearance is not brought about by an illegal and/or negligent action on the part of said teacher or action against the Board by the Association or teacher. Subpoena may be requested for verification. Any compensation, such as witness fees, shall be returned to the district.

3. Professional Days
   a. Two (2) teacher initiated professional days for the purpose of visitation, conferences, workshops, or seminars conducted by colleges, universities, MEA, NEA, not related to labor relations, or other professional organizations will be made available to each teacher not to be deducted from paid leave bank. However, to qualify for compensation, the teacher must:

      (1) Gain approval five (5) school days in advance from the building principal.
      (2) Submit a written report to building principal five (5) school days following the leave, if requested.

   b. Approval of all professional days is subject to the availability of guest teachers and financial conditions of the District. Denial of requests for professional days shall not be subject to the grievance procedure.

4. Association Business

   a. Twenty-two (22) total days will be allowed, if needed, to attend conferences called by the MEA, by notifying the building principal five (5) days in advance. Under extenuating circumstances, the five (5) day notification period may be waived by the Superintendent. The Association will pay guest teacher costs. Additional days may be granted by the Superintendent.

5. Sabbatical Leave:

   Section 1235(1) of the Revised School Code reads as follows: "After a teacher has been employed at least 7 consecutive years by the board of a school district, and at the end of each additional period of 7 or more consecutive years of employment, the board may grant the teacher a sabbatical leave for professional improvement for not to exceed 2 semesters at 1 time, if the teacher holds a permanent, life, or continuing certificate or is engaged in teaching in a college maintained by the board. During the sabbatical leave, the teacher shall be considered to be in the employ of the board, shall have a contract, and may be paid compensation as provided in the regulations of the board. The board shall not be liable for death or injuries sustained by the teacher while on sabbatical leave."

   During said sabbatical leave, the teacher shall be paid compensation as provided in the rules and regulations of said Board: Provided, however, that said Board shall not be held liable for death or injuries sustained by a teacher while on sabbatical leave.

   a. To qualify for sabbatical leave, the applicant must hold a Master's Degree.

   b. Not more than two (2) of the qualified employees may be granted such leave in one (1) year.

   c. Compensation shall be no less than fifty percent (50%) of his/her annual salary. Provisions for payment shall be determined at the time the leave is granted. A sabbatical leave as a mentor teacher granted under Section 1525 (2)(f) of the Michigan General School Code shall be unpaid and follow the provisions of a personal unpaid leave.

   d. Any teacher granted a sabbatical leave, with compensation, shall sign an agreement to return to the system for a period of three (3) years.

   e. Upon return of such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during such period.

   f. Seniority will not accrue while the teacher is on a sabbatical leave.

   g. One-half (1/2) of annual sick days will accrue while the employee is on sabbatical leave.

   h. Sabbatical leaves must be approved by the Board of Education.

   i. Failure of the Board to grant a sabbatical leave shall not be subject to the grievance procedure.

ARTICLE IX
PAID LEAVES (cont'd)

G. PERSONAL ILLNESS LEAVE – PAID

1. In the case of a predictable disability, a leave will be granted upon request to tenured teachers for the duration of the disability with a limit of the equivalent of one full school year under the following conditions. Non-tenured teachers will be granted personal illness leave that qualifies under the FMLA**.**

   a. Compensation shall be limited to the earned accumulated sick leave at the time leave begins, with a maximum of 90 calendar days.
   b. After 90 calendar days the employee must apply for long term disability compensation (LTD).

   c. Once approved for LTD the teacher may accept the LTD policy amount or may reimburse the district for all health insurance premiums (medical, dental, vision, life, LTD) after 90 calendar days for the duration of the illness leave.
   d. The employee must notify the district in writing as soon as possible after medical confirmation of a physical condition which could possibly lead to a disability during the school year, giving estimated date of disability and confinement. Applications for leave must be made in writing thirty (30) days before hospitalization or confinement
   e. Monthly statements from a physician competent in the field of the disability, giving estimated date of confinement or hospitalization, are necessary.
      (1) Must be in best interests of students as determined by the building principal
      (2) Must be approved by a physician competent in the related field
      (3) Must be approved by the Superintendent or designee
      (4) Superintendent or designee's decision will be final and will in no way establish a precedent.

   f. A teacher granted a leave of absence without pay by the Board, under the above conditions, shall be given a position upon his/her return, provided there is an opening in his/her area of certification and he/she has given notice sixty (60) calendar days prior to the expiration of the leave.

   g. The district and association will agree on the timeliness of the return of such unpaid leave so as to provide the least disruption to classroom instruction.

   h. The teacher may return as a substitute teacher at their rate of pay until the appropriate time to return.

2. In the case of an emergency disability, the leave will be granted, upon request, to teachers for the duration of the illness up to two (2) semesters. Compensation shall be limited to the amount of earned accumulated paid leave at the time the leave begins. Leave granted pursuant to this section shall count toward leave to which the teacher may be entitled under the FMLA. The Board reserves the right under the FMLA to require a teacher to use his/her accumulated sick leave. (See ARTICLE X. H., and Board of Education Policy 3430.01)

ARTICLE IX
PAID LEAVES (Cont'd)

H. Personal Illness Leave – Unpaid (Personal Sick Bank Exhausted)

1. A tenured teacher who is unable to teach because of their own personal illness or disability, and who has exhausted all paid leave available shall be granted, upon request, a leave of absence without pay for the duration of such illness or disability up to the equivalent of one full school year.

    a. A teacher granted a leave of absence without pay by the Board, under the above conditions, shall be given a position upon his/her return, provided there is an opening in his/her area of certification and he/she has given notice sixty (60) calendar days prior to the expiration of the leave.
    b. The district and association will agree on the timeliness of the return of such unpaid leave so as to provide the least disruption to classroom instruction.
    c. The teacher may return as a substitute teacher at their rate of pay, until the appropriate time to return.
    d. Leave granted pursuant to this section shall count toward leave to which the teacher may be entitled under the FMLA.
    e. The Board reserves the right under the FMLA to require a teacher to use his/her accumulated sick leave. (See ARTICLE X, H. And Board of Education Policy 3430.01).

I. Extensions of leave may be granted to tenured teachers, upon request, with approval of the Superintendent. Extensions are limited to a maximum of the equivalent of one full school year. Teachers must notify the Board in writing of their desire to return sixty (60) calendar days before termination of the extended leave.

J. Sick Bank Policies and Procedures: See Appendix A.

K. An employee who meets the qualifications of the Federal Family Leave Act may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 3430.01 will apply. Paid leave shall only be granted up to the number of paid leave days accumulated by the employee but not to exceed twelve (12) weeks. This leave may be requested for the following reasons:

1. The birth of a child.

2. The adoption or placement of a foster child in the employee's home.

3. The care of a spouse, son, daughter or parent, if such individual has a serious health condition.

4. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.), also see ARTICLE X. H.

ARTICLE X
UNPAID LEAVES

A. Any requests for unpaid leave days are to be made to the Superintendent or his/her designee. The Superintendent's decision shall be final and not subject to the grievance procedure.

B. Leaves of Absence:

1. A leave of absence of up to one (1) year may be granted to any tenured teacher, upon written application, for the purpose of participating in exchange teaching programs in other states, territories or countries, foreign or military teaching programs. Upon his/her return, he/she shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

2. Leaves must be approved by the Superintendent. The decision of the Superintendent shall be final. Intent to return for the following school year must be submitted in writing to the Superintendent of Schools by March 15. Failure to submit a notice of intent to return within the time limit shall be deemed a resignation. Teachers timely returning at the conclusion of such leaves will have full return rights pursuant to ARTICLE XII for which the teacher is certified and qualified to teach. The CEA president will receive a list of CEA members on leave of absence prior to March 1 of each year.

C. Personal Leave: A personal unpaid leave of absence of up to one (1) year may be granted to any tenured teacher upon written application. Granting of leaves of absence shall be limited to coincide with the staffing needs of the district, thus avoiding additional hiring during a time of reduced staffing.

1. Requests for such leaves will be submitted in writing to the Superintendent by March 15.

2. Intent to return for the following school year must be submitted in writing to the Superintendent of Schools by March 15. Failure to submit a notice of intent to return within the time limit shall be deemed a resignation. The CEA president will receive a list of CEA members on leave of absence prior to March 1 of each year.

3. Teacher longevity and salary step will be frozen during the duration of the leave. Teacher seniority will accrue.

4. During the leave, the teacher will not lose any previously accumulated sick days or tenure status; additional sick days will not accrue while on such leaves.

5. Teachers granted such leaves will have full return rights for the following school year, provided there is a position for which the teacher is certified and qualified to teach according to ARTICLE XII, Reduction in Personnel and Annexation and Consolidation of Districts, of the Master Agreement.

6. Teachers choosing such leaves of absence would, if they so desire, be allowed to guest teach for the school district during the school year of the current leave.

7. It is understood between the parties that the decision to grant leaves under the above conditions will be at the sole discretion of the Superintendent and his/her decision will be final and not grievable. The granting of any such leaves by the Superintendent will not establish a precedent for other such requests for the same leave.

ARTICLE X
UNPAID LEAVES (Cont'd)

D. Military Leave:

1. Military leave shall be granted in accordance with state and federal law. The teacher's return rights from military leave shall likewise be governed by state and federal law.

E. Adoption or Child Care Leave:

1. An adoptive leave or child care leave of up to a maximum of the equivalent of one full school year shall be granted to a tenured teacher upon written request to the Superintendent's office. The teacher must make application thirty (30) school days prior to the leave. Return from a child care or adoption leave shall be at the beginning of the school year following the expiration of the leave.

2. Written notice of intent to return for the following school year shall be given to the Superintendent of Schools by March 15. Failure to do so shall be deemed a resignation. Teachers granted a child care leave will have full return rights for the following school year, provided there is a position for which the teacher is certified and qualified to teach according to ARTICLE XII, Reduction in Personnel and Annexation and Consolidation of Districts, of the Master Agreement**.**

3. Teacher longevity and salary step will be frozen during the duration of the leave. Teacher seniority will accrue.

F. Extensions: Extensions of personal leave, adoption or child care leave may be granted subject to the following conditions.

1. Requests for extensions shall be in writing.

2. Requests for extensions must be approved by the Superintendent.

3. Salary increments shall not accrue.

4. Paid leave days shall not accrue, but unused paid leave time held at the start of the leave shall be reinstated.

5. Written notice of intent to either return or resign shall be given to the Superintendent of Schools by March 15. Failure to do so shall be deemed a resignation. Teachers granted such extensions will have return rights for the following school year, provided there is a vacancy for which they are highly qualified and certified to teach according to ARTICLE XII, Reduction in Personnel and Annexation and Consolidation of Districts, of the Master Agreement. The CEA president will receive a list of CEA members on leave of absence prior to March 1 of each year.

6. Return from an extension of a child care or adoption leave shall be at the beginning of the school year following expiration of the leave.

7. Failure to grant an extension is not subject to the grievance procedure.

G. A teacher on unpaid leave may elect to continue medical insurance on a twelve (12) month cash pay basis upon arrangement with the Board.

H. Family and Medical Leave Act (FMLA) Leave:

ARTICLE X
UNPAID LEAVES (Cont'd)

1. An employee who meets the qualifications of the Federal Family Leave Act may request a leave of up to twelve (12) weeks. All conditions of Clarkston Board of Education Policy 3430.01 will apply. This leave may be requested for the following reasons:

   a. The birth or care of a child.
   b. The adoption or foster care of a child.
   c. The care of a spouse, son, daughter or parent, if such individual has a serious health condition.

   d. A serious health condition of the staff member which disables him/her from performing the functions of his/her position. Such a condition may be an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility, or requires continuing treatment by a health-care provider (M.D. or D.O.). Note: This Section only applies as unpaid leave when the employee has exhausted his/her paid leave days.

2. Leave granted pursuant to any section of this ARTICLE shall count toward leave to which the teacher may be entitled under the FMLA.

ARTICLE XI
TEACHER EVALUATION

1. Effective July 1, 2024, Ratings are required to be Effective, Developing and Needing Support

2. Teachers shall be evaluated annually. If a teacher has been rated as effective on three consecutive year-end performance evaluations and has completed at least 4 full school years of employment in a probationary period, the teacher is considered to have successfully completed the probationary period. Mid-year evaluations will be required for teachers in their first year of the probationary period.

3. If a teacher who is not in a probationary period is rated as highly effective or effective on the 3 most recent consecutive annual year end-end evaluations, the school district may conduct a year end evaluation triennially**, if there are no performance concerns identified by administrations. All performance concerns that will affect the evaluation frequency will be shared with the association. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.** The triennial evaluation cycle will be determined alphabetically District wide.

4. Year-end evaluations must include CEA and CCS agreed-upon student growth and assessment data or student learning objectives metrics. The student growth and assessment data of student learning objectives metrics will be collectively bargained, if applicable, as determined under subsection (1) (c). Beginning the 2024-2025 school year, 20% of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics.

   The CCS Menu of Student Growth Measures, as bargained with the CEA, will be provided to each teacher at the beginning of the school year.

5. A classroom observation shall include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of the pupil engagement in the lesson. This information must be discussed in during a post-observation meeting. The observation must be not less than 15 minutes. There must be two observations on teachers who are being evaluated. One observation may be unscheduled. One observation must be conducted by the administrator responsible for the evaluation. Within 30 calendar days after each observation, the teacher is provided with written feedback.

6. Teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:

   1. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
   2. training to be provided by the district to assist the teacher in meeting the goals of the IDP.
   3. a mid-year progress report, supported with at least two (2) classroom observations conducted and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the

preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

4. **A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.**

7. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

1. **The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.**
2. **If the written response does not resolve the matter, the teacher or the Association may request mediation though the Michigan Employment Relations Commission and provide a copy of that request to the administration.**
3 **The request must be submitted in writing with thirty (30) calendar days after the teacher receives the written response from the superintendent.**
4 **Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.**
5 **A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XIX.**

8. Teachers who work less than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

9. By September 1, 2024 and every 3 years thereafter, each individual who conducts an evaluation under this section shall complete a rater reliability training. a. The training must include clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance. b Clear expectation for what evaluators should look for when assessing teacher performance, including identifying key behaviors and practices that are associated with effective teaching. c Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results. d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations. e. Ongoing support for evaluators, including feedback and coaching to help the evaluators improve their skills and ensure they are consistently applying the evaluation criteria.

10. Evaluation in More Than One Building: At the beginning of each school year, the principals who have shared-time and/or multiple assignment tenured teachers (more than one (1) building) will determine who will be the primary evaluator. The intent will be that these teachers will be evaluated the same as other teachers unless (1) they are new to a building

or assignment and/or (2) they received any plan of improvement or the like or were evaluated as less than effective on the previous year's evaluation

11. The observation, evaluation summary documents, and menu of student growth measures will be approved annually by the CEA.

ARTICLE XII
REDUCTION IN PERSONNEL AND ANNEXATION AND CONSOLIDATION OF DISTRICTS

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district unto which or with which this District shall be merged or combined.

B. In the event this District shall be combined with one or more districts, the Board will use its best effort to assure continued employment of its professional staff in such consolidated district.

C. In the event the Board decides to reduce the number of teachers through general layoff of employment or to reduce the number of teachers in a subject area field or program, teacher seniority date shall be defined as the date and time at which the employee accepts a position. Every attempt will be made to reassign teachers to subject areas for which they are qualified. Current legislation regarding personnel decisions in MCL 380.1248 will be followed.

D. Examples of reasons the Board would reduce the number of teachers would be:

1. Financial conditions of the District.
2. Loss of student enrollment.
3. Reductions in state aid funding.
4. Anticipated loss of revenue created by the Tax Limitation Amendment of 1978 (Headlee Amendment).

E. In conjunction with ARTICLE XXII, Section B, which provides that the individual contract executed between each teacher and the employer is subject to the terms and conditions of this Agreement, it is intended that this ARTICLE takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this ARTICLE.

F. Those administrators who began employment as a teacher in the District and later accepted administrative positions in the district who return to teacher positions shall have seniority equal to the total years of teaching service.

G. The Association President or his/her designee will have access to all building master schedules three (3) weeks before the end of the school year, if available.

H. The recall rights of a laid off tenured teacher shall terminate three (3) years from the effective date of layoff. All rights to continued or future employment shall terminate if the laid off teacher is not recalled within the three (3) year period. Non-tenured teachers will only remain on the layoff list the length of time that is equal to their seniority in the district, but in no case longer than three (3) years from their effective date of layoff. Teachers who have been pink slipped or laid off and resigned then have been rehired in CCS within their recall rights up to three years will be returned to their original hire date on the seniority list. Teachers who currently teach in CCS and are affected by this change will be grandfathered in and will be placed back to their original hire date on the seniority list.

I. Those Association members in layoff situations will be offered available shared time positions with pay and benefits in accordance with this Agreement.

J. Before notification to teachers or official action on a reduction of teachers is taken by the Board, it will give notice to the Association of the contemplated reduction and afford the Association the

opportunity to discuss it with the employer. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.

K. Before official action on the recall of teachers is taken by the Board, it will give notice to the Association of the contemplated recall and afford the Association the opportunity to discuss it with the employer. As soon as the names of the teachers to be recalled are known, a list of such names shall be given to the Association.

L. Teachers being recalled will be notified by letter at the address recorded at the Central Administrative Office. If the teacher fails to respond within five (5) days from the date of mailing, the Association President will be notified. If after ten (10) days of notification to the Association President there is no response, the Board will deem it to be a resignation.

M. Except in the event of an emergency and to the extent possible, teachers to be laid off for the coming school year shall be given at least sixty (60) calendar days written notice.

N. Reassignment of teaching staff affected by reduction in grade level or subject area shall be governed to the extent possible as follows:

1. By June 1, vacancies will be identified by grade level, subject area and building.

2. By June 1, those teachers displaced because of reductions in grade level or subject area will be identified.

3. The Association and Board of Education will review the list of vacancies and names of displaced teachers prior to posting.

4. The Board of Education will prepare a list of known vacancies for the school year which shall be posted in accordance with ARTICLE VIII, A.4. A copy shall be forwarded to the Association.

5. When the selection process is completed, an immediate review will be conducted by representatives of the Association and the Board.

6. Final approval shall be based upon mutually agreed Board rights, as found in ARTICLE III.

7. Vacancies or changes in assignment after the date of the selection process will be determined in accordance with ARTICLE VIII of the Master Agreement.

8. Displaced teachers may apply for vacancies which occur after the selection date.

ARTICLE XIII
CONTINUITY OF OPERATIONS

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations.

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

C. During the term of this Agreement, the Association shall not authorize, cause, engage in or sanction any strike, picketing, or refusal to perform the duties of employment by any teacher or teachers and no teacher shall cause or participate in strike, picketing or refusal to perform the duties of his/her employment.

D. In the event of any violation of this ARTICLE, the Association shall forthwith declare in writing, delivered to the Board or Superintendent that such action is not authorized by the Association and the Association will exert every reasonable effort to cause the employee to promptly cease such action.

E. School Closings:

1. In the event school is closed for students due to inclement weather or other emergency causes, and such days must be made up to comply with State Law, the Board and Association shall meet on or before May 1 to reschedule the necessary number of make-up days which shall be added to the School Calendar (APPENDIX C). Teachers shall not receive additional compensation for the rescheduled days of instruction.

2. When teachers are required to report to work and there are not enough students in attendance for the day to be counted as an instructional day, teachers will be paid for that day and for the make-up day worked by those teachers if one has to be scheduled to meet minimum State requirements.

3. If, due to statutory change or modification, the school district can count days school is closed for students due to inclement weather, or other emergency causes as days of pupil instruction for state aid purposes, and/or if the school district is not required to make up days of student instruction without a loss of state aid, teachers shall not be required to make up days school is closed for students as a result of inclement weather or other emergency causes and shall not lose pay or paid leave.

4. In the event the school district determines, based on its sole discretion, not to have students report to a specific building or to dismiss students early due to inclement weather or other emergency causes, such days shall be made up, if necessary, to meet State of Michigan school guidelines. Those teachers assigned to the specific building(s) involved will be required to report and/or remain on duty. If conditions exist which make it impossible for staff to work within the building, teachers shall report to their supervisor and may be directed to another location for school improvement, staff development, team meetings, grade level meetings, department meetings, etc. If all schools are closed due to inclement weather or other emergency causes, teachers shall not be required to report for duty per section E.1., above. Teachers shall not be expected to substitute that day.

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ARTICLE XIV
PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this agreement.

1. All teachers will advance one full step on the corresponding salary schedule at the beginning of the school year for the term of this agreement

2. Teachers will receive additional steps on the salary schedule equivalent to their total years of experience up to step 16 at the beginning of the 2024-2025 school year. Experience is classified as being a full-time teacher with a K-12 institution.

B. All teachers newly employed shall be given credit on the salary schedule as set forth in Schedule A, at the discretion of the Superintendent, for outside teaching experience in any school district in the state of Michigan and other teaching experience for which credit is allowed.

1. Teachers starting the year with full knowledge that a leave will be necessary before the closing day of the academic school year will be given full credit toward advancement of a full step on the salary schedule, provided they serve one hundred (100) or more duty days before the closing day of the academic school year.

2. Teachers forced to take a leave under emergency situations will be given full credit toward the advancement of a full step on the salary schedule provided one hundred (100) or more duty days have been served before the closing day of the academic school year.

C. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a mileage allowance not less than the Internal Revenue Service (IRS) standard amount.

D. A teacher's daily rate shall be computed by dividing actual number of duty days into his/her contractual salary.

E. For teaching assignments in their major areas of teaching in excess of the regular school calendar, teachers will be compensated at their individual hourly rate. (Daily rate divided by the total duty hours of a teaching day.) Exceptions: summer school, adult education and driver education, which will be compensated according to Schedule A-3.

F. Social Workers and Speech Language Pathologists will be paid at the MA 30 lane. Psychologists will be paid at the Ed Specialists lane.

G. Teachers involved in extra duty assignments set forth in Schedules A-1, A-2 and A-3, which are attached to and incorporated in this Agreement, shall be compensated in accordance and without deviation. All extra duty assignments must be approved by the Superintendent's office annually.

H. Upon administration initiation and approval, any extra duty assignment requests and compensation for such, initiated and approved by administration, not exclusive of salary schedules A-1 and A-2, must be approved by the Superintendent's office annually. As compensation relates to compensated time, half of the contractual day will be equivalent to one half-day compensated time. At the end of the school year any accrued comp time will carry forward to the following school year. Compensatory time is accrued in hour increments. No more than two consecutive days may be requested for use. No more than a total of five (5) comp days may be used in a school year. Use of compensatory time must be pre-approved by administration and requested using a pre-arranged

absence form. Comp time must be used in half-day or full-day increments. No more than 10% of a building's teachers may be granted such leave on the same day.

1. Teachers can request to earn comp time in lieu of compensation for preapproved district activities that would allow an employee, under the contract, to be compensated at the current teacher workshop rate. (Each hour of compensatory time accrued will be added to the individual teacher's time earned).
2. Teachers can request to earn comp time in lieu of compensation at the current teacher workshop rate for covering a class on their conference period. (3 hours of comp time = one-half comp day, 6 hours of comp time = one full comp day)
3. Comp days may be used on a duty day immediately before or after a recess, or on a professional learning day with the approval of the building principal. A prearranged absence form must be submitted to the building principal for the request to be considered. Requests will be honored on a first-come, first-served basis, upon submission of a prearranged
4. Upon severance of employment with the district teachers will be compensated for their accumulated unused comp days in the same manner as accumulated unused paid leave days as described in Article XIV, Section O.

H. Any teacher who has served sixteen (16) or more years teaching in Clarkston Community Schools will receive a non-elective employer-paid no-cash option payment in the amount of $1,300 per year to be deposited in a district approved MRIC core vendor 403(b) account. The $1,300 will be deposited on the first pay of June each year. Teachers are responsible to set up their own 403(b) account prior to May 1st of each year.

I. Effective September 1, 2024, teachers who were hired prior to the 2014-2015 school year will receive an increase of $3,000 . The $3,000 will be paid out as wages but will not be reflected on the teacher salary schedule.

J. Any teacher on step 16 of the salary schedule and with twenty-two (22) or more years of teaching experience with the district may enter into an individual contract for *service* with the district and work up to ten (10) additional days per year for no more than three (3) years. *Such service* shall be in addition to the teacher's customary duties for the district and shall take place outside of the teacher's regular work schedule. The Superintendent and teacher shall mutually agree upon a work schedule that does not exceed the foregoing number of work hours. The teacher shall be directed by the Superintendent or his/her designee. Interested teachers shall apply in writing to the Superintendent or designee by October 1 of the school year in which they desire to start the three-year program. The Board reserves the right to assign and schedule duties in accordance with the District's needs. The teacher will be paid the rate that is consistent with the job such as workshop, per diem, agreed upon hourly rate or stipend. No teacher shall be granted the provisions of this ARTICLE more than once except at the total discretion of the Superintendent. All non-elected no-cash option employer contributions will be deposited into their district approved 403(b) account.

K. During the last three (3) years prior to retirement, a teacher will have the option to convert sick days into vacation days at the rate of thirteen (13) sick days converted to one (1) vacation days. In the school year in which they retire, teachers must maintain 90 sick leave days in their personal sick bank or a balance equivalent to the number of work days left, whichever is less. These vacation days may be taken only on non-school days, and will be paid at per diem rate. All earnings will be deposited into their district approved 403(b) account.

L. Services of an extra-curricular or co-curricular nature shall be on an individually contracted basis between the teacher performing the service and the Board. No such contract shall exceed a duration of one (1) year. Wages to be paid for teachers' services shall be set forth in Schedules A-1, A-2 and A-3. No teacher shall have tenure of position for extra-curricular duties including: summer school, adult education and driver education. Such services shall be annually reviewed and evaluated in writing. The Board will determine the qualifications for such positions. Copies of such qualifications shall be made available upon request. CEA members who meet these qualifications will be given preference.

ARTICLE XIV
PROFESSIONAL COMPENSATION (Cont'd)

M. Credit on the salary schedule shall be granted at the beginning of the semester following the recording of the advanced degree or verification from the college. The intent of the Advanced tracks on the salary scale is to compensate employees for their progression from a Bachelor's degree to an advanced degree (i.e. Master's degree to and Educational Specialist's degree, Doctoral degree, or another Master's degree) related to the employee's area of assignment or relevant to, or beneficial to, the school district's mission. The thirty credits earned after the Master's degree shall be in a planned program or relevant to, or beneficial to, the school district's mission, and related to the employee's area of assignment.

N. Payroll credit shall be reflected no later than the first pay in February or no later than the first pay in October of the new school year provided the paperwork is submitted by the employee by the second Friday in January or the second week in September, respectively. Credit on the salary schedule requires the recording of the advanced degree or verification from the college.

O. Severance Pay:

1. Any fully vested teacher who notifies the district of MPSERS retirement by April 1 will receive a five-hundred ($500) early notification bonus. A fully vested teacher is defined by MPSERS as:

   - MIP – Any age with at least 30 years of service credit. (If you use universal buy-in credit to fulfill the 30-year requirement, your pension may begin no earlier than age 46.)
   - BASIC – At age 55 with at least 30 years of service credit.

2. Upon resignation, a teacher shall be compensated for one-half (1/2) of all accumulated unused paid leave days at the rate of twenty-five ($25) dollars per day. Upon retirement, in accordance with the Michigan Public School Employees Retirement System (MPSERS), a teacher shall be compensated for all accumulated unused paid leave days at the rate of thirty ($30) dollars per day.

3. All severance payments over an amount of $100.00 shall be made into a non-elective, no cash option Board approved 403B. The District will use a sole 403B provider and reserves the right to determine which 403B provider will be used.

4. In the event of an employee's death while still employed with the District, the designated beneficiary on the life insurance program will receive the sick bank benefits as per number 3.

P. Employees will have the following pay options:

1. 24 pays – Semimonthly, year-round.

2. 20 pays – Semimonthly for 20 pays**.**

Q. Compensation Adjustments - A teacher who is laid off under provisions of ARTICLE XII and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff or notice of layoff and who is subsequently recalled to the same teaching position at the beginning of the next school year will be paid according to an annual salary rate such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off or notified of layoff, subject to the following conditions:

1. The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had he or she been employed the entire school year.

2. The salary earned through employment in the District shall not be less than his/her salary from same for a similar period during the preceding school year.

R. All new employees will be assigned a mentor based on their prior teaching experience. Teachers that are new to the field will receive a mentor for the first three years of employment. Teachers hired with previous teaching experience will be assigned a mentor for a minimum of one year. The mentor period for teachers hired with experience may be extended for up to two additional years, if needed, as decided by administration in consultation with the mentor teacher.

1. In consultation with the probationary employee and teacher leaders, administration will attempt to provide a mentor in the same content area/grade level and building as the probationary employee.

2. For mentees assigned, mentor teachers will receive compensation for duties performed as follows: $450 per assigned mentee during the first year, $250 per mentee in the second year, and $100 per mentee in the third year. Mentor teachers will be assigned no more than two first-year mentees in a given year with a maximum of four total mentees.

3. Mentors are expected to meet regularly with their mentees during the first year of the mentor period. Topics to be addressed when meeting with a mentee may be provided by administration. A record of meetings should be kept by the mentor and submitted to administration prior to receiving compensation.

ARTICLE XV
STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. It is recognized that discipline problems are less likely to occur in well taught classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.

C. A teacher may exclude a pupil from a class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the pupil in the classroom intolerable. All exclusions must be within the law**.** The teacher must notify the administration of said action. When the pupil is taken to the office, a conference between the teacher and the principal or designated representative shall take place. At this time, the teacher will furnish the principal or designated representative with the reasons for exclusion.

D. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. All available corrective measures will be exhausted before suspension is considered.

E. The teacher shall promptly report any case of assault to the district administrator or designated representative, and may have union representation present. The administrator shall advise the teacher of his/her rights and obligations with respect to such assault and shall render assistance to the teacher in connection with handling of the incident.

F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board shall render all justifiable assistance to the teacher in his/her defense.

G. Time lost by a teacher because the teacher was required to meet with police, legal or judicial authorities or to attend judicial proceedings shall not be charged against the teacher if the teacher is exonerated of the charge**.**

H. The teacher shall be notified of complaints made against him/her by parents. No action shall be taken nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing by the building principal to the teacher concerned. Support and assistance of the administrative staff will be given in the disposition of the complaint.

I. The current system-wide Clarkston Student Code of Conduct will be distributed to each bargaining unit member annually.

ARTICLE XVI
FRINGE BENEFITS

A. All employees subject to this Agreement will be provided with the insurance benefits listed immediately below, or its equivalent. Any changes to the health insurance plan must be agreed upon between the Board of Education and the Association.

See Insurance Plan Information Addendum.

B. Part-time teachers will also have the option of:

1. Having the monthly cost prorated according to the percentage of time employed (part paid by the Board and part paid by the employee); or

2. If eligible for full-family or two-person coverage, applying the prorated monthly rate toward the purchase of a single subscriber medical coverage. Other non-medical health benefits could be purchased using a prorated cost as in B.1 above.

3. During this time, employees may still make individual coverage changes during the annual open enrollment periods, or at change of life events (marriage, birth, divorce, death). Employees will have up to 30 days to add a new child or spouse to their insurance plan. In ACCORD every attempt shall be made to find a long term solution that addresses the goals of both the district and the association as it relates to the area of fringe benefits.

The coverage is all subject to the terms and conditions as noted on Addendum I or in the Plan Summary.

a. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

C. FULL TIME EMPLOYEES SELECTING HEALTH INSURANCE BENEFITS will also receive the following:

1. Group Term Life Insurance (Death Benefits) $50,000 life insurance/accidental death dismemberment **(**AD&D) that will be paid to the teacher's designated beneficiary. Group term life insurance only covers employees. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

2. Group Long Term Disability Protection - 60% percent of salary; waiting period ninety (90) calendar days straight time to a maximum of $4,000 monthly benefit. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

3. Dental (100-90-90) - Benefits will be pursuant to the Summary Dental Plan. This coverage is for all members of the bargaining unit who <u>do not</u> have any other form of dental coverage. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of $1,500). Routine diagnostic and major restorative and major restorative annual maximum - $1,500.

Dental (50-50-50) - Benefits will be pursuant to the Summary Dental Plan. This coverage is for all members of the bargaining unit who <u>have</u> another dental insurance source which coordinates those benefits with Clarkston Community Schools. (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of $750). Routine diagnostic and major restorative annual maximum - $1,500. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

ARTICLE XVI
FRINGE BENEFITS (Cont'd)

4. Vision Expense Benefit (Plan A) - Benefits will be pursuant to the Summary Vision Plan Description (for all employees who select medical benefits). It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

D. FULL TIME EMPLOYEES NOT SELECTING HEALTH INSURANCE BENEFITS**:**

1. Group Term Death Benefits - $50,000 life insurance/accidental death dismemberment (AD&D) that will be paid to the teacher's designated beneficiary. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

2. Group Long Term Disability Protection - 60% of salary; waiting period ninety (90) calendar days straight time to a maximum of $4,000 monthly benefit. It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

3. Dental (100-90-90) - Benefits will be pursuant to the Summary Dental Plan, This coverage is for all members of the bargaining unit who do not have any form of dental coverage. (100% for routine diagnostic, 90% for major restorative, 90% for orthodontics for children to a maximum of $150). Routine diagnostic and major restorative annual maximum - $1,500.

   Dental (50-50-50) - Benefits will be pursuant to the Summary Dental Plan. This coverage is for all members of the bargaining unit who have another dental source which coordinates those benefits with Clarkston Community Schools. (50% for routine diagnostic, 50% for major restorative, 50% for orthodontics for children to a lifetime maximum of $750). Routine diagnostic and major restorative annual maximum - $1,500.

   It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

4. Vision Expense Benefit (Plan A) - Benefits will be pursuant to the Summary Vision Plan Description (for all employees who do not select medical benefits). It is expressly understood that the determination of the carrier or decision to self-insure this benefit is the exclusive right of the Board of Education.

5. Cash-In-Lieu – Amount will be paid to those employees who do not select health insurance and will be based on the number of teacher participants according to the schedule below**.** One half will be paid on the first pay of December and one half on the first pay of June each year**.**

No. of Teachers	Annual amount of Cash-in-Lieu
1-85	$1,000
86-94	$1,500
95+	$2,000

E. Section 125 Cafeteria Plan – A voluntary plan which allows teachers to create a fund with pre-tax dollars through payroll deduction for approved, planned medical expenses not covered under our insurance plans. Examples of expenses may be eye glasses, orthodontics, insurance deductibles, and child care expenses. The Section 125 Cafeteria Plan is managed by a qualified third-party administrator.

F. The Board shall make payments for each teacher to provide the above coverages (except Section 125) for the full twelve (12) month period beginning September 1 and ending August 31. Coverage for new employees shall begin September 1 or the first of the month following their hire date. Should the teacher fail to complete a school term due to an illness or disability, benefits under this ARTICLE will be carried until such time as he/she becomes eligible for long term disability payments, with a maximum of ninety (90) calendar days.

G. Upon termination of a teacher's contract with the Board, the teacher's life, AD&D, L.T.D., medical, dental, vision, etc., coverage as described above will cease to be paid by the Board as of the end of the month of termination.

H. To be eligible for medical, term life, long term disability, dental and vision coverage, the teacher must be actively at work or on an approved paid leave (exceptions as per the Clarkston Community School District).

I. Insurance benefits will terminate at the end of the month of termination.

J. The parties agree that the Board has no obligation to provide health plan coverages to either the spouse or dependents of a teacher who is covered by any such benefit plan elsewhere. For example, by virtue of the employment of the spouse.

K. The Board, by payment of the premium payments required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the insurance portion of the coverage.

L All insurance costs will be allocated pursuant to the Hard Cap provision of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, MCL 15.561 *et. seq*., with respect to the Hard Cap formula agreed to by the parties. For 2023-2024 school year the hard cap will be equal to the following:

EPO 2000-4000		**EPO 1400-2800**	
Option 1	**Employer Paid**	**Option 2**	**Employer Paid**
1 person	$4,928.13	1 person	$4,886.32
2 person	$11,157.66	2 person	$11,067.77
Family	$14,095.12	Family	$13,988.71
HMO 500-1000		**HMO 1400-2800**	
Option 3		**Option 4**	
1 person	$5,052.25	1 person	$5,368.21
2 person	$11,363.85	2 person	$12,074.90
Family	$14,263.07	Family	$15,154.24

Accordingly, the parties agree that the district "shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to" the Hard Caps established by the parties.

M. The District and the CEA agree to split the cost of insurance increases up to 7% -.For rate increases beyond 7%, the District will pay 75% of the increase and the CEA will pay the remaining 25%. This cost share will remain in effect for the life of this agreement.

ARTICLE XVII
PAYROLL DEDUCTIONS

A. The Board shall make payroll deductions upon written authorization from teachers.

1. Authorization for insurance shall be delivered to the Board office five (5) days prior to the second pay in September. Changes in the above deduction shall be made only upon request of a thirty (30) day written notice.

2. Authorization for the following list shall be delivered to the Board office ten (10) days prior to the deduction.

   a. Credit Union
   b. Tax-Sheltered Annuities
   c. United Foundation
   d. Clarkston Foundation
   e. The following Michigan Education Association Financial Services (MEAFS) sponsored programs:
      (1) Tax-Deferred Annuity (Prudential)
      (2) Long-Term Care Insurance
   f. Section 125 Cafeteria Plan

ARTICLE XVIII
CURRICULUM COMMITTEES

A. District Teaching and Learning Councils:

1. The purpose, function and timelines of the District Teaching and Learning Council (TLC**)** will be formally shared.

2. Role:
   a. Facilitate the curricular and the instructional vision of Clarkston Community Schools.
   b. Establish, review, and recommend appropriate curriculum and instructional practices.
   c. Use a systematic and strategic approach to implement staff development, student assessment and program evaluation.
3. Purpose:
   a. Coordinate the overall curricular program for all levels.
   b. Work for continuous improvement and continuity of program.
   c. Ensure timely Y5-12 communication through TLC membership and the appropriate Central Office administrators.

4. Responsibilities:
   The members of the TLC will:
   a. Have a decision making process that is established at the beginning of each school year**.**
   b. Seek input from faculty regarding participation in current studies and/or suggestions for future studies.
   c. Recommend areas of study for special task forces appointed by the appropriate Central Office administrator for curriculum**.**
   d. Establish meeting dates for the school year.
   e. Review, endorse and/or reject proposed changes in the curriculum from Subject Area Coordinators and/or assigned committees following the appropriate process.
   f. Make recommendations for resolving curriculum-related issues.
   g. Inform faculty regarding the continuous progress of curriculum development following each Teaching and Learning Council meeting, disseminate abbreviated minutes electronically and report orally to appropriate teams (i.e., faculty, department, grade level team).
   h. Provide support and assistance for faculty members conducting studies related to curriculum.
   i. Make recommendations to the appropriate Central Office Administrator for curriculum changes**.**
   j. Prepare and provide forms to faculty members for input to the curriculum development process and for reporting progress updates.

5. Membership:
   Every attempt will be made to ensure that subject area and grade level representation will be balanced between buildings, grade levels and subjects. Administrative representation will be balanced between buildings and grade levels. Parent representation will be balanced between grade levels and school regions. Following is a *sample* TLC membership:

ARTICLE XVIII
CURRICULUM COMMITTEES (Cont'd)

Grade Level Classroom Sample Representation

Grade	General	Math	Science	Soc. Studies	Lang. Arts
Y5	ECC				
K	BLE				
1					IE
2				PKE	
3		NSE			
4		AE	CE		
5					SPE
6					SMS
7		SMS			
8		CJHS			
9			CJHS		
10			CHS		
11		CHS		CHS	
12	RHS				

Y5-12 Teaching and Learning Council (Special Interests and Populations)

Y5-5 Media Specialist	SPE
6-12 Media Specialist	CHS
Y5-12 Counselor	CHS
Special Education	K-5
Special Education	6-12
Visual Arts	SMS
Performing Arts	CHS
Careers and Technology	CJHS
Y5-5 Administration	PKE
6-7 Administration	SMS
8-9 Administration	CJHS
10-12 Administration	CHS
Central Office	Assistant Superintendent
Elementary Parent	NSE
Middle Grades Parent	CJHS
High School Parent	CHS

a. Any teacher who desires to become a member of their respective TLC shall submit a letter of application to the appropriate Central Office Administrator no later than May 1st for the following school year. Selection of the new TLC members will be completed no later than May 1 each year. Selection of new TLC members will be at the discretion of the appropriate Central Office administrator**.**

b. If the District chooses to have student representatives on TLC, there will be no more than three (3) student representatives from grades 9- 12 and they will be non-voting members of TLC.

c. Membership is for no more than three (3) years without re-application excluding the Subject Area Coordinators (SAC). One-third (1/3) of the members of each TLC may change annually. Existing members whose term expires may re-apply.

d. The appropriate Central Office administrator shall facilitate each TLC.

ARTICLE XVIII
CURRICULUM COMMITTEES (Cont'd)

B. Subject Area Coordinators/Committees:

1. Purpose:

a. Each Subject Area Coordinator (SAC) will:

- develop and monitor the curriculum in his/her subject area; seek input from faculty members, through subject area committees**,** regarding current or future studies related to development or revisions of curriculum or textbook selections;
- make recommendations for adjusting the curriculum; and suggest appropriate staff development activities. The Subject Area Coordinators shall be defined as in the table below. An additional Coordinator may be utilized on a special projects basis or as needed.

Core Areas Grades	Elem. Y5-5	Sec 6-12	Non-Core Areas	Grades
Mathematics	1	1	Life Mgt./Career/Technology (1)	6-12
Social Studies	1	1	Performing Arts (1)	Y5-12
Lang. Arts	2 Reading Writing	1 Lang. Arts	World Language (1)	Y5-12
Science	1	1	Visual Arts (1)	Y5-12
			Physical Education/Health (1)	Y5-12

2. Representation:

a. Subject area committees shall be established under the direction of the appropriate Central Office administrator in such a manner that the committee(s) will have input from across the district, with appropriate representation relative to the topic and charge of the committee(s). Teachers requesting voice shall be represented.

b. Members of subject area committees will provide the Subject Area Coordinator with proactive/reactive information from their building.

c. There shall be one (1) Subject Area Coordinator on each ad-hoc curriculum study committee to serve as facilitator. This SAC will also serve as the liaison between the subject area curriculum study committee and the Teaching and Learning Council.

3. Responsibilities

a. The Subject Area Coordinators will:

- work on curriculum alignment and program evaluation
- report faculty members' input and findings to TLC
- coordinate professional development
- review subject area proposals received from professional staff
- organize and facilitate the instructional materials selection process
- work in conjunction with the appropriate Central Office administrator to strategically implement programs, staff development, and student assessment.

b. Subject Area Coordinators/committees decision recommendations shall be subject to review by the appropriate level TLC.

ARTICLE XVIII
CURRICULUM COMMITTEES (Cont'd)

c. Each Subject Area Coordinator will receive one annual stipend of three thousand one hundred dollars ($3,100) for each year of the contract. Y5-5 Subject Area Coordinators, as defined in B.1.a. shall receive sixty (60) minutes of release time per day. 6-12 Subject Area Coordinators as defined in B.1.a. shall receive a class period of release time per day. Subject Area Coordinators may apply for additional release time beyond the minimum of the equivalent of sixty (60) minutes per day by submitting a request to the appropriate Central Office administrator. The Administration will attempt to schedule the secondary Subject Area Coordinator release period adjacent to their scheduled conference period. The Subject Area Coordinator will receive a travel/conference allowance.

d. Faculty members who have questions regarding the process of curriculum development and/or a specific question related to a content issue, should direct questions to the appropriate Subject Area Coordinator**.**

ARTICLE XIX
PROFESSIONAL GRIEVANCE PROCEDURE

A. Definition of Terms:

1. Grievance - An individual or Association claim stipulating a violation, misinterpretation or misapplication of any provision of the Master Contractual Agreement.

2. Grievant - Term used to specify one (1) person, a group of persons, or Association, whichever the case may be.

3. Association - Term used to specify the Clarkston Education Association.

B. Procedure in Registering a Grievance:

1. It is the grievant's responsibility to bring the grievance to the awareness of his/her immediate supervisor within ten (10) school days of the alleged violation. The immediate supervisor shall meet with the grievant and attempt to solve the problem within ten (10) school days of becoming aware of the alleged violation.

2. If no solution to the grievance is found in Step 1, the grievant must, within five (5) school days, submit the grievance in writing to the Superintendent or designee utilizing the Professional Grievance Report Form (Form on file in buildings). Within five (5) school days of receipt of the written grievance, the Superintendent or designee shall meet with the grievant in an effort to resolve the grievance. The Superintendent or designee shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting. If the grievance is not filed within the designated time limit, the grievance shall be considered waived. All grievances submitted must indicate the ARTICLE and Section of the Master Contractual Agreement being violated, the nature of the grievance and the remedy requested.

3. If the grievant is not satisfied with the immediate supervisor's disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be transmitted to ACCORD within five (5) school days. ACCORD will put the grievance on its next month's agenda unless that meeting is more than twenty (20) days away, or if both sides agree, a subcommittee of ACCORD will meet within ten (10) school days. ACCORD will have thirty (30) days to resolve grievance from the time it was submitted.

4. a. If the grievance is not settled in Step 3, the Association may, within ten (10) school days after receipt of the written decision request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the Board at the Board of Education Office.

b. Within ten (10) school days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the ten (10) school day period herein provided, either the Board or the Association may, within twenty (20) school days after the date of the written request for arbitration, request the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association, and the hearing shall be conducted under the rules of said Association.

c. The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing and shall set forth his/her findings and conclusions with respect to the issue submitted to arbitration. Both parties agree to be bound by the award of the arbitrator

and agree that judgment thereon may be entered in any court of competent jurisdiction, if within the scope of his/her authority as set forth herein.

d. The arbitrator shall have no authority except to pass on alleged violations of any express provision of this Agreement and to determine disputes involving the application of interpretation of any express provision of this Agreement.

e. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary teachers shall not be subject to arbitration. The Board agrees, upon request of the teacher involved, to afford a hearing either public or private to such probationary teacher at which the teacher shall be permitted to present evidence that the Board's action was without cause, was not based upon actual evaluation or was otherwise improper. The teacher at such hearing may be accompanied by a member of the CEA or MEA field representative. The Board shall render a written decision within ten (10) school days of the conclusion of the hearing.

Further, the termination of services or failure to reemploy any teacher to a position on the extracurricular schedule shall not be subject to arbitration, except that if such services are terminated prior to the end of the school year and before the duties of such position have been completed, the Board agrees to pay to such teacher the unpaid balance of his/her contract for such position.

f. The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

g. A complaint or dispute involving the discharge or demotion of a teacher on a continuing tenure shall not be subject to the grievance and arbitration procedure, but shall be presented, heard and resolved pursuant to the provisions of Act 4, Public Acts of Michigan, 1937 (Ex. Sess.), as amended (Tenure of Teachers Act).

h. During the arbitration proceedings, introduction of evidence and issues not previously disclosed during the defined steps of this grievance procedure shall be prohibited to both parties unless by mutual consent.

5. Nothing contained herein shall be construed to prevent any grievant from presenting a grievance and attempting to arrive at a solution without intervention of the Association, if the solution is not inconsistent with the terms of the Master Contractual Agreement. Only the association may submit a grievance to Arbitration.

6. Grievance procedures as discussed in this ARTICLE of the Master Contractual Agreement will be adhered to during hours that do not conflict with normal teacher duties, unless time adjustments are mutually agreed upon by both parties.

7. If a grievance is filed on or after May 15, the procedure of this ARTICLE can be altered by mutual written agreement to culminate the grievance prior to the end of June.

8. Notwithstanding the expiration of this Agreement, any grievance arising during the term of the Agreement may be processed through the grievance procedure, so long as the time limits set forth above are complied with.

ARTICLE XIX
PROFESSIONAL GRIEVANCE PROCEDURE (Cont'd)

9. The CEA and Clarkston Community Schools hereby agree to construe the arbitration clause (ARTICLE XIX) to enable the parties to utilize expedited arbitration under A.A.A. auspices by mutual agreement**.**

ARTICLE XX
SUCCESSOR AGREEMENT

The ACCORD process is a continuous bargaining process in which problems can be resolved through discussion at monthly meetings. In the year in which the Master Agreement comes up for negotiation the ACCORD team will attempt to reach agreement on outstanding issues by May 15th. Should this timeline be unsuccessful, either team may choose to:

a. End the collaborative process until a settlement is reached.
b. Renegotiate the process.
c. Agree to continue the same process.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

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

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

C. This Agreement shall supersede any rules, regulations, policies or practice of this Board which shall be contrary to or inconsistent with its terms.

D. If any provisions of this Agreement or any application of the Agreement to any member of the recognized unit shall be found contrary to law, then such provisions or applications 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.

E. Problems arising, not covered by this contract, may be studied by joint committees of the Association and Administration. Recommendations deriving from these studies shall be made to the Superintendent for consideration. However, these recommendations will not become part of the present contract and the decisions of the Superintendent shall be final.

F. The breach by a member of the teacher staff of any ARTICLE of this contract shall be considered unprofessional behavior and may be referred to the CEA (within five (5) school days of occurrence) for investigation. They shall use their best efforts to correct any breach of professional behavior of a member and report their findings to the Superintendent's office within ten (10) school days following receipt of referral.

G. Electronic copies of this Agreement shall be made available and printed copies will be available at each building with the expense shared equally between the Board and the Association. Copies will be presented to the Association for distribution prior to the ratification of this Agreement.

H. District policies and guidelines concerning staff dress and grooming (Policy 3216) will be reviewed with all teachers annually.

I. <u>School of Choice and Open Enrollment:</u> (Employees must work a minimum of 20 hours per week or be considered one-half (1/2) time in order to be eligible).

1. The District agrees that employees who live in the district may choose a school of choice for their K-5 child to attend any elementary school. The employee must complete all required forms *annually* by March 15 in order for their child to be included in the building enrollment for the next year.
2. If the eligible employee lives outside of the district, the employee must complete all required forms *annually* by May 1. The employee will be notified no later than two (2) weeks prior to school starting if there is an available opening. If approved, the employee must complete all required forms *annually* by May 1 in order for their child to be included in the building enrollment for the next year.

J. The District agrees to share the total cost of the CEA President release time with the CEA, and pay one hour of release time with the CEA paying one hour of release time.

ARTICLE XXIII
PROFESSIONAL DEVELOPMENT

A. Staff development in Clarkston Community Schools is defined as the totality of educational and personal experiences that contribute toward an individual's being more competent and satisfied in an assigned professional role. Congruency with the organization's missions and needs and the employee's role in the organization is essential. It may be an exposure to new and innovative techniques, retraining for a new teaching assignment or providing clearer vision of the function and operation of the organization. It is the school district's responsibility to provide the staff development opportunities and the professional obligation of each staff member to avail him/herself of these experiences for self-growth.

B. All professional staff members are strongly encourage to participate in approved Professional Development or Continuing Education activities each school year. This participation may include classroom, workshop, seminar, conference or clinic activities in an organized learning setting.

C. Staff members who participate in professional development activities (conferences, workshops, SCECHs credits or academic credit courses) except those referenced in APPENDIX F and ARTICLE XXIII g., which are requested or required by the Board shall receive an hourly stipend for each approved contact hour beyond the contractual workday based upon Schedule A-3, Teacher Workshop Rate. The Board shall approve the total cost in advance and the cost may include registration fees, required material fees, meals (not to exceed thirty ($30) dollars per day reimbursement), mileage, room, commercial transportation costs and other incidental costs such as parking, etc. If the Board requires the employee to attend one of the above professional development activities, it shall only be during a scheduled workday between the hours of 8 a.m. and 4:30 p.m. and the employee shall not receive any additional compensation.

D. The Board agrees to set aside thirty thousand ($30,000) dollars annually for tuition reimbursement not to include course fees, books or matriculation fees. Teacher-initiated requests to participate in professional development activities that are for academic credit will be approved by the Board under the following conditions:

1. $15,000 for requests approved during the time period of July 1 through December 31 and $15,000 for requests approved during the time period of January 1 through June 30.

2. Unspent portions of the $15,000 from the July 1 through December 31 time period will rollover into the January 1 through June 30 time period.

3. The maximum reimbursement will be one-half (1/2) of the tuition cost.

4. The specific reimbursement amount will be determined at the end of each reimbursement period, based on the total number of teachers applying for reimbursement.

E. If there are more requests than money available, based on one-half (1/2) reimbursement, the actual reimbursement will be prorated, based on the amount that the requests exceed $15,000. Example: The total requests for tuition reimbursement (based on one-half (1/2) reimbursement) from July 1 through December 30 add up to $18,000. The actual percentage paid to each employee would be $15,000 ÷ $18,000= $.83 x the amount they would have been reimbursed. If the teacher was expecting a full $300 reimbursement, they would instead receive $300 x .83 = $249.

F. Teacher initiated requests to participate in professional development activities that are for academic credit will be approved by the Board under the following conditions:

1. To be eligible for tuition reimbursement, a teacher must have completed the required eighteen (18) semester hours for permanent or continuing certification.

ARTICLE XXIII
PROFESSIONAL DEVELOPMENT (Cont'd)

2. Teachers on special certificates are not eligible.

3. Application for reimbursement for course work as stipulated must be made on forms supplied by the Board to the Superintendent/Designee.

4. The course work must be from an accredited university in the area of the employee's assignment or approved area in the field of education.

5. The teacher, to qualify for tuition reimbursement, must have successfully completed the course with a grade of "C" or better. Reimbursement will be made after proof of successful completion of coursework (grade notification report) and a copy of the tuition invoice is submitted and approved by the Superintendent/Designee.

G. During the first three (3) years of his/her employment in classroom teaching it will be the responsibility of each teacher to provide written evidence of at least fifteen (15) days of intensive professional development induction into teaching. This professional development must be consistent with Section 38.83a of the Michigan Compiled Laws and must include professional development related to classroom management and instructional delivery.

H. During their first year of employment with Clarkston Community Schools, each teacher will participate in five (5) days of professional development and orientation to teaching in the Clarkston Community Schools. These days will be determined by the District Administration and will become part of the employee's contractual year.

ARTICLE XXIV
LEAST RESTRICTIVE ENVIRONMENT - MEDICALLY FRAGILE

A. The Association and the Board of Education recognize the needs and rights of all handicapped students as described in federal and state laws. Both parties are committed to meeting the unique educational needs of all handicapped students through the development of equitable services for all Clarkston students.

B. The parties recognize the shared desire to provide all handicapped students the opportunity to be educated in their own school building with same age peers consistent with the provisions of state and federal laws. Both parties recognize that a full continuum of special education programs and services should be available to serve the unique needs of these students. Even the most severely impaired students should be given consideration for being included in a home school education and both parties agree that procedures will be followed that ensure good planning and preparation to provide each individual student with a successful program.

C. It is recognized that students with certain impairments, e.g., (Severely Multiply Impaired - SXI, Severely Mentally Impaired - SMI, Visually Impaired - VI, Hearing Impaired - HI, Physically or Otherwise Health Impaired - POHI, Autistically Impaired - AI, Trainable Mentally Impaired - TMI, etc.) may enter Clarkston Schools in a variety of ways: transfer from another school system, return from a "center" program or begin their education in Clarkston as a young child. It is agreed that specific procedures, consistent with state and federal laws will be followed to initiate services:

1. The District commits to the development of a formal transition plan in each individual placement. The receiving classroom teacher(s) and appropriate support staff shall be present at the transition meeting to provide input representing their academic and social concerns. The staff present shall also acquaint themselves with the incoming student's needs and special characteristics. In addition, procedures for inclusion of medically fragile students will follow the guidelines of the Board/CEA agreed upon procedures relating to Least Restrictive Environment and the Medically Fragile Student.

2. When the District convenes an Individual Educational Planning Committee (IEPC) to determine options in placement, the receiving classroom teacher and/or appropriate staff who shall be involved with the student shall have the opportunity to attend the IEPC. The receiving teacher will receive training as indicated by the IEPC or the Medically Fragile Review Committee.

3. A post-IEPC conference shall be held with the receiving teacher(s) and the special education representative(s) within thirty (30) school days to review and assess the resulting placement and delivery of educational services. This meeting shall be scheduled at the time of the IEPC meeting, but may be convened sooner at the teacher's request.

D. It is mutually agreed that the primary function of the teacher is to provide instruction and "general care" to all students in the school environment. When health care needs or custodial needs routinely require adult assistance, the IEP will designate an appropriate adult (other than the teacher) to fulfill these tasks. This does not preclude the need for teachers to be trained to carry out these responsibilities in emergency situations.

E. The District assures training will occur at each school at the beginning of each school year to acquaint staff with the procedures to be followed and the training shall include the function of the IEPC and the teachers' pivotal role in the IEPC process.

ARTICLE XXV
ANCILLARY STAFF

A. This article applies exclusively to bargaining unit members whose employment is not regulated by the Teacher Tenure Act, MCL 38.71 et seq., as listed in Appendix D. For the purpose of this article, the Ancillary Staff members are referred to as “teachers”.

B. Qualifications: School social workers, psychologists, and speech pathologists must meet the qualifications established by the State Board of Education in the applicable administrative rules and other applicable state and federal laws. A guidance counselor is required to have a counseling endorsement for the grade level of the assignment. A master’s degree in guidance and counseling, or an equivalent master’s degree from an accredited college or university, is preferred.

C. Professional Development: Recognizing that ancillary staff are not provided with substitute teachers when attending conferences or workshops related to their field that occur on a scheduled work day, teachers can request that the registration fee(s) required to attend the conference or workshop be paid by the district. Prior administrative approval of the conference or workshop shall be required.

ARTICLE XXVI
DURATION OF AGREEMENT

This Agreement and all its provisions shall become effective **July 1, 2024** and shall terminate **December 31, 2025**, notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

Ratified by the Association, and:

Approved by the Board of Education of the Clarkston Community Schools system by resolution duly adopted.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first below written.

BOARD OF EDUCATION
CLARKSTON COMMUNITY SCHOOLS

Date: _____

By: _____ _____
President Secretary

_____ _____
Negotiator Negotiator

_____ _____
Negotiator Negotiator

CLARKSTON EDUCATION ASSOCIATION MEA-NEA

Date: _____

By: _____ _____
President Secretary

_____ _____
Negotiator Negotiator

_____ _____
Negotiator Negotiator

Schedule A 2024-2025

Clarkston Community Schools Teacher Salary Schedule

STEP	BA	MA	MA+30	EDS	PHD/EDD
1	41,000	44,838	45,918	46,999	49,262
2	43,539	47,623	48,776	49,928	52,337
3	46,079	50,408	51,631	52,854	55,410
4	48,617	53,195	54,487	55,780	58,481
5	51,156	55,981	57,343	58,705	61,553
6	53,695	58,766	60,194	61,632	64,625
7	56,234	61,551	63,049	64,559	67,697
8	58,773	64,337	65,910	67,484	70,769
9	61,312	67,123	68,767	70,410	73,841
10	63,851	69,909	71,623	73,337	76,914
11	66,390	72,695	74,479	76,263	79,986
12	68,929	75,481	77,334	79,189	83,058
13	71,468	78,266	80,191	82,114	86,130
14	74,007	81,052	83,047	85,041	89,203
15	76,547	83,845	85,907	87,969	92,277
16	81,614	89,572	91,815	94,166	98,753

Schedule A 2025-2026

Clarkston Community Schools Teacher Salary Schedule

STEP	BA	MA	MA+30	EDS	PHD/EDD
1	43,000	46,838	47,918	48,999	51,262
2	45,539	49,623	50,776	51,928	54,337
3	48,079	52,408	53,631	54,854	57,410
4	50,617	55,195	56,487	57,780	60,481
5	53,156	57,981	59,343	60,705	63,553
6	55,695	60,766	62,194	63,632	66,625
7	58,234	63,551	65,049	66,559	69,697
8	60,773	66,337	67,910	69,484	72,769
9	63,312	69,123	70,767	72,410	75,841
10	65,851	71,909	73,623	75,337	78,914
11	68,390	74,695	76,479	78,263	81,986
12	70,929	77,481	79,334	81,189	85,058
13	73,468	80,266	82,191	84,114	88,130
14	76,007	83,052	85,047	87,041	91,203
15	78,547	85,845	87,907	89,969	94,277
16	83,614	91,572	93,815	96,166	100,753

Schedule A 2026-2027

Clarkston Community Schools Teacher Salary Schedule

STEP	BA	MA	MA+30	EDS	PHD/EDD
1	45,000	48,838	49,918	50,999	53,262
2	47,539	51,623	52,776	53,928	56,337
3	50,079	54,408	55,631	56,854	59,410
4	52,617	57,195	58,487	59,780	62,481
5	55,156	59,981	61,343	62,705	65,553
6	57,695	62,766	64,194	65,632	68,625
7	60,234	65,551	67,049	68,559	71,697
8	62,773	68,337	69,910	71,484	74,769
9	65,312	71,123	72,767	74,410	77,841
10	67,851	73,909	75,623	77,337	80,914
11	70,390	76,695	78,479	80,263	83,986
12	72,929	79,481	81,334	83,189	87,058
13	75,468	82,266	84,191	86,114	90,130
14	78,007	85,052	87,047	89,041	93,203
15	80,547	87,845	89,907	91,969	96,277
16	85,614	93,572	95,815	98,166	102,753

SCHEDULE A-1

COMPETITIVE EXTRACURRICULAR PAY SCHEDULE

Each position listed in Schedule A-1 must have the approval of the building administrator and the Central Office prior to the activity being performed and subsequent payment for same. The following pay schedule is based on the maximum coaching pay of $8,000.00. Compensation for all coaches will be a percentage of the maximum pay by sport Individual pay is based on a percentage of the sport pay and coaching experience from year 1 through year 10. Assignments shall be made annually and do not carry tenure in assignment. The rate for any sport/activity added to the A-1 schedule will be mutually agreed upon by the Association and the District. This does not include the granting of steps for previous experience. All new hires will be placed on this schedule.

2022-23 and 2023-24 Schedule A-1 Competitive Extracurricular Pay Schedule												
The salary for athletic positions listed below are a result of the percentage applied to the maximum salary of $8000												
		% of Max.	50%	55%	60%	65%	70%	76%	82%	88%	94%	100%
Football			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
I	Varsity	100%	$4,000	$4,400	$4,800	$5,200	$5,600	$6,080	$6,560	$7,040	$7,520	$8,000
I	Asst. Varsity./Head JV	63%	$2,520	$2,772	$3,024	$3,276	$3,528	$3,830	$4,133	$4,435	$4,738	$5,040
I	Asst. JV/Head Freshman	50%	$2,000	$2,200	$2,400	$2,600	$2,800	$3,040	$3,280	$3,520	$3,760	$4,000
I	Head 7&8	42%	$1,680	$1,848	$2,016	$2,184	$2,352	$2,554	$2,755	$2,957	$3,158	$3,360
I	Asst 7&8	25%	$1,000	$1,100	$1,200	$1,300	$1,400	$1,520	$1,640	$1,760	$1,880	$2,000
I	Asst Football	33%	$1,320	$1,452	$1,584	$1,716	$1,848	$2,006	$2,165	$2,323	$2,482	$2,640
Basketball			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
I	Varsity	100%	$4,000	$4,400	$4,800	$5,200	$5,600	$6,080	$6,560	$7,040	$7,520	$8,000
I	Asst. Varsity/Head JV	58%	$2,320	$2,552	$2,784	$3,016	$3,248	$3,526	$3,805	$4,083	$4,362	$4,640
I	Head Freshman	50%	$2,000	$2,200	$2,400	$2,600	$2,800	$3,040	$3,280	$3,520	$3,760	$4,000
I	Head 7&8	42%	$1,680	$1,848	$2,016	$2,184	$2,352	$2,554	$2,755	$2,957	$3,158	$3,360
I	Asst 7&8	25%	$1,000	$1,100	$1,200	$1,300	$1,400	$1,520	$1,640	$1,760	$1,880	$2,000

Baseball, Cross Country, Robotics, Softball, Track, Volleyball, Wrestling												
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
II	Varsity	92%	$3,680	$4,048	$4,416	$4,784	$5,152	$5,594	$6,035	$6,477	$6,918	$7,360
II	Asst. Varsity/Head JV	58%	$2,320	$2,552	$2,784	$3,016	$3,248	$3,526	$3,805	$4,083	$4,362	$4,640
II	Head Freshman	50%	$2,000	$2,200	$2,400	$2,600	$2,800	$3,040	$3,280	$3,520	$3,760	$4,000
II	Head 7&8	42%	$1,680	$1,848	$2,016	$2,184	$2,352	$2,554	$2,755	$2,957	$3,158	$3,360
II	Asst 7&8	25%	$1,000	$1,100	$1,200	$1,300	$1,400	$1,520	$1,640	$1,760	$1,880	$2,000
II	Asst Wrestling	33%	$1,320	$1,452	$1,584	$1,716	$1,848	$2,006	$2,165	$2,323	$2,482	$2,640
Field Hockey, Hockey, Lacrosse, Soccer, Swimming												
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
III	Varsity	75%	$3,000	$3,300	$3,600	$3,900	$4,200	$4,560	$4,920	$5,280	$5,640	$6,000
III	Asst. Varsity/Head JV	58%	$2,320	$2,552	$2,784	$3,016	$3,248	$3,526	$3,805	$4,083	$4,362	$4,640
III	Head Freshman Soccer	50%	$2,000	$2,200	$2,400	$2,600	$2,800	$3,040	$3,280	$3,520	$3,760	$4,000
III	Head 7&8	42%	$1,680	$1,848	$2,016	$2,184	$2,352	$2,554	$2,755	$2,957	$3,158	$3,360
III	Asst 7&8	25%	$1,000	$1,100	$1,200	$1,300	$1,400	$1,520	$1,640	$1,760	$1,880	$2,000
Bowling, Competitive Cheer, Golf, Skiing, Tennis, Winter Poms												
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
IV	Varsity	67%	$2,860	$2,948	$3,216	$3,484	$3,752	$4,074	$4,395	$4,717	$5,038	$5,360
IV	Asst. Var./Hd JV Competitive Cheer	58%	$2,320	$2,552	$2,784	$3,016	$3,248	$3,526	$3,805	$4,083	$4,362	$4,640
IV	Asst. Var./Head JV	42%	$1,680	$1,848	$2,016	$2,184	$2,352	$2,554	$2,755	$2,957	$3,158	$3,360
IV	Head Freshman Competitive Cheer	50%	$2,000	$2,200	$2,400	$2,600	$2,800	$3,040	$3,280	$3,520	$3,760	$4,000
IV	Head Freshman Winter Poms	33%	$1,320	$1,452	$1,584	$1,716	$1,848	$2,006	$2,165	$2,323	$2,482	$2,640
IV	Head 7&8	42%	$1,680	$1,848	$2,016	$2,184	$2,352	$2,554	$2,755	$2,957	$3,158	$3,360
IV	Asst 7&8	25%	$1,000	$1,100	$1,200	$1,300	$1,400	$1,520	$1,640	$1,760	$1,880	$2,000
Fall Sideline Cheer, Fall Poms			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10

V	Varsity	58%	$2,320	$2,552	$2,784	$3,016	$3,248	$3,526	$3,805	$4,083	$4,362	$4,640
V	Asst. Var./Head JV	42%	$1,680	$1,848	$2,016	$2,184	$2,352	$2,554	$2,755	$2,957	$3,158	$3,360
V	Head Freshman	25%	$1,000	$1,100	$1,200	$1,300	$1,400	$1,520	$1,640	$1,760	$1,880	$2,000
V	Head 7&8	42%	$1,680	$1,848	$2,016	$2,184	$2,352	$2,554	$2,755	$2,957	$3,158	$3,360
V	Asst 7&8	25%	$1,000	$1,100	$1,200	$1,300	$1,400	$1,520	$1,640	$1,760	$1,880	$2,000
Intramurals			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VI	CJHS	17%	$680	$748	$816	$884	$952	$1,034	$1,115	$1,197	$1,278	$1,360
VI	SMS	17%	$680	$748	$816	$884	$952	$1,034	$1,115	$1,197	$1,278	$1,360
VI	Elementary	8%	$320	$352	$384	$416	$448	$486	$525	$563	$602	$640

2024-25 and 2025-26 Schedule A-1 Competitive Extracurricular Pay Schedule

The salary for athletic positions listed below are a result of the percentage applied to the maximum salary of $8400

		% of Max.	50%	55%	60%	65%	70%	76%	82%	88%	94%	100%
Football			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
I	Varsity	**100%**	$4,200	$4,620	$5,040	$5,460	$5,880	$6,384	$6,888	$7,392	$7,896	$8,400
I	Asst. Varsity/Head JV	**63%**	$2,646	$2,911	$3,175	$3,440	$3,704	$4,022	$4,339	$4,657	$4,974	$5,292
I	Asst. JV/Head Freshman	**50%**	$2,100	$2,310	$2,520	$2,730	$2,940	$3,192	$3,444	$3,696	$3,948	$4,200
I	Head 7&8	**42%**	$1,764	$1,940	$2,117	$2,293	$2,470	$2,681	$2,893	$3,105	$3,316	$3,528
I	Asst 7&8	**25%**	$1,050	$1,155	$1,260	$1,365	$1,470	$1,596	$1,722	$1,848	$1,974	$2,100
I	Asst Football	**33%**	$1,386	$1,525	$1,663	$1,802	$1,940	$2,107	$2,273	$2,439	$2,606	$2,772
Basketball			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
I	Varsity	**100%**	$4,200	$4,620	$5,040	$5,460	$5,880	$6,384	$6,888	$7,392	$7,896	$8,400
I	Asst. Varsity/Head JV	**58%**	$2,436	$2,680	$2,923	$3,167	$3,410	$3,703	$3,995	$4,287	$4,580	$4,872
I	Head Freshman	**50%**	$2,100	$2,310	$2,520	$2,730	$2,940	$3,192	$3,444	$3,696	$3,948	$4,200
I	Head 7&8	**42%**	$1,764	$1,940	$2,117	$2,293	$2,470	$2,681	$2,893	$3,105	$3,316	$3,528
I	Asst 7&8	**25%**	$1,050	$1,155	$1,260	$1,365	$1,470	$1,596	$1,722	$1,848	$1,974	$2,100
Baseball, Cross Country, Robotics, Softball, Track, Volleyball, Wrestling												
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
II	Varsity	**92%**	$3,864	$4,250	$4,637	$5,023	$5,410	$5,873	$6,337	$6,801	$7,264	$7,728
II	Asst. Varsity/Head JV	**58%**	$2,436	$2,680	$2,923	$3,167	$3,410	$3,703	$3,995	$4,287	$4,580	$4,872
II	Head Freshman	**50%**	$2,100	$2,310	$2,520	$2,730	$2,940	$3,192	$3,444	$3,696	$3,948	$4,200
II	Head 7&8	**42%**	$1,764	$1,940	$2,117	$2,293	$2,470	$2,681	$2,893	$3,105	$3,316	$3,528

II	Asst 7&8	**25%**	$1,050	$1,155	$1,260	$1,365	$1,470	$1,596	$1,722	$1,848	$1,974	$2,100
II	Asst Wrestling	**33%**	$1,386	$1,525	$1,663	$1,802	$1,940	$2,107	$2,273	$2,439	$2,606	$2,772
Field Hockey, Hockey, Lacrosse, Soccer, Swimming												
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
III	Varsity	**75%**	$3,150	$3,465	$3,780	$4,095	$4,410	$4,788	$5,166	$5,544	$5,922	$6,300
III	Asst. Varsity/Head JV	**58%**	$2,436	$2,680	$2,923	$3,167	$3,410	$3,703	$3,995	$4,287	$4,580	$4,872
III	Head Freshman Soccer	**50%**	$2,100	$2,310	$2,520	$2,730	$2,940	$3,192	$3,444	$3,696	$3,948	$4,200
III	Head 7&8	**42%**	$1,764	$1,940	$2,117	$2,293	$2,470	$2,681	$2,893	$3,105	$3,316	$3,528
III	Asst 7&8	**25%**	$1,050	$1,155	$1,260	$1,365	$1,470	$1,596	$1,722	$1,848	$1,974	$2,100
Bowling, Competitive Cheer, Golf, Skiing, Tennis, Winter Poms												
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
IV	Varsity	**67%**	$2,814	$3,095	$3,377	$3,658	$3,940	$4,277	$4,615	$4,953	$5,290	$5,628
IV	Asst. Var./Hd JV Competitive Cheer	**58%**	$2,436	$2,680	$2,923	$3,167	$3,410	$3,703	$3,995	$4,287	$4,580	$4,872
IV	Asst. Var./Hd JV	**42%**	$1,764	$1,940	$2,117	$2,293	$2,470	$2,681	$2,893	$3,105	$3,316	$3,528
IV	Head Freshman Competitive Cheer	**50%**	$2,100	$2,310	$2,520	$2,730	$2,940	$3,192	$3,444	$3,696	$3,948	$4,200
IV	Head Freshman Winter Poms	**33%**	$1,386	$1,525	$1,663	$1,802	$1,940	$2,107	$2,273	$2,439	$2,606	$2,772
IV	Head 7&8	**42%**	$1,764	$1,940	$2,117	$2,293	$2,470	$2,681	$2,893	$3,105	$3,316	$3,528
IV	Asst 7&8	**25%**	$1,050	$1,155	$1,260	$1,365	$1,470	$1,596	$1,722	$1,848	$1,974	$2,100
Fall Sideline Cheer, Fall Poms			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
V	Varsity	**58%**	$2,320	$2,552	$2,784	$3,016	$3,248	$3,526	$3,805	$4,083	$4,362	$4,640
V	Asst. Varsity/Head JV	**42%**	$1,680	$1,848	$2,016	$2,184	$2,352	$2,554	$2,755	$2,957	$3,158	$3,360
V	Head Freshman	**25%**	$1,000	$1,100	$1,200	$1,300	$1,400	$1,520	$1,640	$1,760	$1,880	$2,000
V	Head 7&8	**42%**	$1,680	$1,848	$2,016	$2,184	$2,352	$2,554	$2,755	$2,957	$3,158	$3,360
V	Asst 7&8	**25%**	$1,000	$1,100	$1,200	$1,300	$1,400	$1,520	$1,640	$1,760	$1,880	$2,000

Intramurals			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
VI	CJHS	**17%**	$714	$785	$857	$928	$1,000	$1,085	$1,171	$1,257	$1,342	$1,428
VI	SMS	**17%**	$714	$785	$857	$928	$1,000	$1,085	$1,171	$1,257	$1,342	$1,428
VI	Elementary	**8%**	$336	$370	$403	$437	$470	$511	$551	$591	$632	$672

SCHEDULE A-2
EXTRACURRICULAR ACTIVITIES

Each position listed in Schedule A-2 must have approval of the building administrator and the Board of Education Office prior to the activity being performed and subsequent payment for same.
Compensation for all extracurricular activities will be based upon the B.A. track with experience within the assignment used to determine salary step placement. Assignments shall be made annually and do not carry tenure in assignment.

Clarkston High School

Activity	Percentage of B.S. Minimum
Instrumental Music/Orchestra/Chorus. (per performing ensemble class)	2.0%
Musical Director	6.0%
Vocal Assistant for Musical	1.5%
Instrumental Music Director for Musical	1.5%
Choreographer for Musical	1.5%
Two (2) Additional Productions	3.0% (each)
Student Government (2 Sponsors)	3.0%
Sophomore Sponsor (2 Sponsors)	1.0%
Junior Sponsor (2 Sponsors)	2.0%
Senior Sponsor (2 Sponsors)	3.0%
National Honor Society (2 Sponsors)	3.0%
Yearbook	4.0%
Yearbook Assistant	3.0%
Club Activity	2.0%
Color Guard	3.0%
Marching Band	10.0%
Pep Band	1.0%
Assistant Marching Band (Up to 2)	6.0%

Clarkston Junior High School

Instrumental Music/Orchestra/Chorus. (per performing ensemble class)	2.0%
Student Government (Per Sponsor)	2.0%
Yearbook (Per Sponsor)	3.0%
Play Director	4.0%
Play Technical Director	4.0%
Play Musical Director	2.0%
Link Crew (Per Sponsor)	3.0%
Club Activity	2.0%

Sashabaw Middle School

Instrumental Music/Orchestra/Chorus. (Per performing ensemble class)	2.0%
Student Government	2.0%
Yearbook (Per Sponsor limit 2 Sponsors)	3.0%
Drama (Per Sponsor)	2.0%
Middle School Camping (Per Night, Per Sponsor)	$25.00
Post Duty Camp Chaperone (ending at 11:00PM)	.2%
Club Activity (Limit 1 Sponsor)	2.0%

Elementary Schools

Safety Patrol (Per Sponsor)	2.0%
*Vocal and art informances	TEACHER WORKSHOP RATE
Club Activity	2.0%

*It is understood that the number of informances will accommodate all student's involvement at some time during the year. The number of informances and work hours must be pre-approved by the building administrator.

SCHEDULE A-3
EXTRACURRICULAR ACTIVITIES

Non-Credit	
Adult Education	$25.97
Summer School	$25.97
Teacher Workshop	$25.00
Driver Education	$26.46
Elementary Recess Supervision	$29.44
Credit	
Adult Education	$25.97
Summer School	$25.97

APPENDIX A
SICK BANK POLICIES AND PROCEDURES

I. Authority

The Master Agreement between the Clarkston Community Schools and the Clarkston Education Association (CEA) provides for the establishment of a Sick Leave Bank (SLB) under ARTICLE IX, Section J.

A. The Establishment of the Sick Leave Bank Committee: The Administration and the Clarkston Education Association (CEA) will establish a Sick Leave Bank (SLB) to assist teachers who are members of the bargaining unit, represented by the CEA, during periods of prolonged illness.

1. A committee composed of three (3) CEA members and two (2) representatives of the Administration will do the organization and administration of the Sick Leave Bank.

2. CEA representatives to the committee will be appointed by the CEA President and approved by the CEA Board of Directors. Representatives must be tenured teachers with the Clarkston Community Schools.

3. Selection of the SLB Committee will take place in September of each school year, with the term of office being one (1) year, beginning and ending October 1.

4. CEA members will contribute the days necessary for the operation of the SLB.

II. Philosophy and Purpose:

A. The purpose of the SLB will be to provide paid leave to members of the bank from the time their accumulated sick leave days are exhausted until their return to work or L.T.D. goes into effect, whichever should occur first (ninety (90) calendar days).

B. A teacher's accumulated sick leave days must be exhausted before applying for SLB days.

C. While drawing sick leave benefits, a teacher cannot be receiving any other pay from Clarkston Community Schools.

D. The first fifteen (15) to eighteen (18) work days, depending on the 2012-2013 audit, of illness or disability will not be covered by the SLB, but must be covered by the person's accumulated sick leave or absence of pay.

III. Establishment and Maintenance of the Sick Leave Bank (SLB):

A. Teachers newly employed by the school district shall have one sick day of their advanced current allowance transferred to the SLB at the beginning of their employment.

B. The maximum number of sick days in the SLB shall be twice the number of teachers in the bargaining unit.

C. If the number of days in the SLB falls below 25 percent of the maximum number of SLB days the CEA will notify the Board to make a transfer of one (1) more day from each teacher's current allowance to the SLB.

D. A teacher may not withdraw those days once donated to the SLB.

E. Current members may donate personal sick leave days to the SLB.

APPENDIX A
SICK BANK POLICIES AND PROCEDURES (Cont'd)

F. Part-time employees will donate and receive sick days based on their day.

G. The records of the SLB shall be audited at the end of each school year by a committee composed of three (3) members, with one member each to be appointed by the Board, the CEA, and the Sick Bank Committee.

IV. Procedure:

A. Teachers requesting days from the SLB will apply, using application forms available from CEA building representatives, SLB Committee members and the Board of Education office. The completed application form will be returned to the SLB Committee chairperson or designee.

B. A medical report defining the illness, treatment and duration, signed by the attending doctor, will accompany each application for SLB days.

C. The paid leave history may be considered in granting of SLB days.

D. The original application will be filed at the Board of Education office in the file of the applicant, with a duplicate filed at the CEA office.

E. The SLB Committee will meet and make a decision on the application at a date not to exceed two (2) weeks from the date of receipt of application and notify the applicant of its decision.

F. A copy of each application and the decision of the SLB Committee will be filed with the Board of Education and the CEA office.

G. The reasons for the decision of the SLB Committee will be given to the applicant in writing by the committee chairperson. The decision may be appealed to a committee composed of the present chief negotiators of the Board of Education and the CEA and a mutually agreed upon third party from the SLB membership. The decision of the appeal committee will be made within ten (10) school days of the request, with the decision forwarded in writing to the applicant, the SLB Committee, CEA and the Board of Education. The decision of the appeal committee shall be final.

V. Duration of Benefits:

A. A teacher may receive sick leave days from the SLB Committee after meeting the eligibility period requirements (Section II, D.) to cover the period of time between the expiration of his/her accumulated sick leave days to the beginning date of L.T.D. coverage not to exceed ninety (90) calendar days.

B. A teacher may make application more than once and be granted sick days to a maximum of ninety (90) calendar days.

C. A teacher drawing benefits from the SLB in one school year cannot extend these benefits into the next school year. Recurrence of an illness in a new school year will require a reapplication for benefits with the applicant going through the procedure as found in ARTICLE II, A-D, and IV, A-J, *except that applicant will be eligible after ten (10) workdays of illness or disability.

D. A teacher requesting and receiving SLB days at the beginning of a new school year, and prior to working one (1) duty day, will be paid at the prior years salary step and rate.

APPENDIX A
SICK BANK POLICIES AND PROCEDURES (Cont'd)

E. Notwithstanding the provisions of Section II and Section V. A. and B., a teacher who has exhausted accumulated sick leave due to long-term illness or disability may apply to the SLB Committee for a credit of days to cover subsequent short-term illnesses. The SLB Committee shall be empowered to grant such days within the same school year as the long-term illness or disability. The SLB Committee shall determine how such credit shall be repaid after consultation with the affected teacher. In the event the teacher does not repay the bank, the bank shall be responsible for the loss of these days.

VI. Alterations or Amendments: Alterations or amendments shall be governed by ARTICLE XXII A.

APPENDIX B
JOB-SHARING TEACHING

A. Job-sharing teaching positions may be approved in which two (2) currently employed teachers will be allowed to share one (1) teaching position. Each teacher will be given credit for one (1) full year of seniority for this half-time teaching assignment.

B. By sharing a full-time position, two (2) teachers would receive fifty (50%) percent of their regular full-time salary for the appropriate step on the salary schedule. Each teacher shall be given one (1) full year credit on the salary scale for that half-time teaching experience.

C. Paid leave benefits will be prorated for half-time service.

D. In all situations of job sharing, such assignments would be considered for filling only by teachers who have agreed voluntarily to work together. Two (2) teachers who would like to be considered for sharing a job would submit, on the proper application form to the building principal, the following information: (This form is available in each school building and in the District personnel office.)

1. A description of how the teaching responsibilities would be divided.

2. A description of how other responsibilities would be met, such as staff meetings, parent conferences, evening activities and Professional Learning.

3. A description of what plan would be used for evaluation, communication with parents and informing them of the program at the beginning of the school year.

4. A description of the process which would be used for communicating with the building administrators and other staff members throughout the year.

5. A description of how the job-sharing assignment would be introduced to the students so as to provide for consistent classroom procedures, expectations and classroom management.

E. All requests for a job-sharing assignment would first be submitted to the building principal for review. The building principal would then forward the plan to the Assistant Superintendent of Administrative Services, who in turn will review all plans prior to the granting of final approval.

F. In a shared assignment, each teacher will cover, when possible, for the other at the per diem rate when absences occur. This will include scheduled appointments and long-term absences.

G. In assuming a job-sharing assignment, teachers will be making a commitment to this program for one (1) year only. Intent to return to a full-time position for the following school year must be submitted to the Superintendent sixty (60) calendar days prior to the end of the current school year. Teachers requesting return to a full-time position will have full return rights to a position for which the teacher is certified and qualified to teach.

H. Individual specialized requests will be negotiated between the teacher, the Assistant Superintendent of Human Resources and the CEA President. Salary will be prorated in accordance to the existing salary schedule(s).

I. The Board and Association agree that principals have different procedures and expectations for job-sharing teachers. Teachers job-sharing will be compensated with time for administrative approved professional development activities in half day increments.

APPENDIX B-1
Application for Shared-Teaching/Half Time

By agreeing to participate in a job-share position, you are committing to covering for your partner teacher as often as possible especially during a scheduled or long-term absence. Please keep this in mind before submitting an application to job-share with someone.

Name(s): _____ Date: _____

Present Teaching Assignments: _____

Preferred Grade Level/Department Assignment: _____

1. List individual strengths:
   Teacher A:

   Teacher B:

2. Describe methods that you will use to promote shared-time/half time teaching in a positive manner with parents.

3. Describe how responsibilities will be divided (a.m., p.m., subject areas):

4. Describe who will be responsible for coverage of the following:

   Staff Meeting:

   Parent Conferences:

   Evening Activities:

   In-Services:

Application for Shared-Teacher/Half Time (Cont'd)

5. Describe how you will accomplish the following:

   Student Grading Procedures:

   Referrals for Special Services:

   Record Keeping – (CA 60's):

   Lesson Plans:

   Communication with Parents:

   Communication with Administration:

   Communication with Staff:

6. Describe how you will achieve uniformity in each of the following areas:

   Classroom Organization and Procedures:

   Expectation for Students:

   Discipline:

7. Describe your availability to cover the assignment in your partner's absence:

Teacher Signature: _____ Date: _____

Teacher Signature: _____ Date: _____

Recommendation of Building Principal:

_____

_____

Principal Signature: _____ Date: _____

2024-2025 Clarkston Community Schools Calendar

August 2024

Su	Mo	Tu	We	Th	Fr	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

T=11 S=5

September 2024

Su	Mo	Tu	We	Th	Fr	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					

T=20 S=20

October 2024

Su	Mo	Tu	We	Th	Fr	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		

T=22 S=22

November 2024

Su	Mo	Tu	We	Th	Fr	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

T=19 S=18

December 2024

Su	Mo	Tu	We	Th	Fr	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				

T=15 S=15

January 2025

Su	Mo	Tu	We	Th	Fr	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	

T=19 S=19

February 2025

Su	Mo	Tu	We	Th	Fr	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	

T=18 S=18

March 2025

Su	Mo	Tu	We	Th	Fr	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					

T=16 S=16

April 2025

Su	Mo	Tu	We	Th	Fr	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			

T=22 S=22

May 2025

Su	Mo	Tu	We	Th	Fr	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

T=21 S=21

June 2025

Su	Mo	Tu	We	Th	Fr	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					

T=6 S=5

July 2025

Su	Mo	Tu	We	Th	Fr	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		

Teacher Days=189
Student Days= 181

School Closed/ Holidays

Half Day

Conditional Days
(June 9 and 10)

Compensation for Evening Conferences (June 9)

Compensation for Partnership Night

Professional Learning Day
(no school for students)

First and Last Day of School
(PM Flex Records Time)

Flex Day for Classroom Set-Up

Flex Records Time

Parent/Teacher Conferences
(no school for students)

Calendar Related Information:

School Holidays: Holiday time is based on the recommendation from the Oakland Schools calendar.

Compensation Days: A non-duty day, counted as a teacher work day, for time served outside of the teacher duty day. There is a total of 1½ days for Kick Off Night (November 27) and two (2) evening Parent Teacher Conferences (June 9).

Fall Conference Week: October 14-18 **Spring Conference Week:** March 10-14

Records Days: Teacher work day used to complete expected recording duties. Duties can be performed in or out of the school building.

Professional Learning Day: Teacher work day used for Professional Learning time provided by the district.

½ Day of School: A full work day for teachers. Students attend the AM session.

Conditional Days: Days enacted if the district exceeds the allotted thirty-five (35) hours of time used for inclement weather/emergencies. (June 9 and 10)

Flex Day for Classroom Set-Up: A compensation day, counted as a teacher work day, for time used preparing the classroom setting.

2025-2026 Clarkston Community Schools Calendar

August 2025

Su	Mo	Tu	We	Th	Fr	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						

T=11 S=5

September 2025

Su	Mo	Tu	We	Th	Fr	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				

T=21 S=21

October 2025

Su	Mo	Tu	We	Th	Fr	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	

T=22 S=22

November 2025

Su	Mo	Tu	We	Th	Fr	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						

T=18 S=17

December 2025

Su	Mo	Tu	We	Th	Fr	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			

T=15 S=15

January 2026

Su	Mo	Tu	We	Th	Fr	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

T=19 S=19

February 2026

Su	Mo	Tu	We	Th	Fr	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

T=18 S=18

March 2026

Su	Mo	Tu	We	Th	Fr	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				

T=20 S=20

April 2026

Su	Mo	Tu	We	Th	Fr	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		

T=19 S= 19

May 2026

Su	Mo	Tu	We	Th	Fr	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						

T=20 S=20

June 2026

Su	Mo	Tu	We	Th	Fr	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				

T=6 S=5

July 2026

Su	Mo	Tu	We	Th	Fr	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	

Teacher Days=189 Student Days=181



School Closed/ Holidays



Professional Learning Day (no school for students)

Half Day



First and Last Day of School (PM Flex Records Time)



Conditional Days(June 5 and 8)



Flex Day for Classroom Set-Up



Compensation for Evening Conferences (June 5)



Flex Records Time



Compensation for Partnership Night



Parent/Teacher Conferences (no school for students)

Calendar Related Information:

School Holidays: Holiday time is based on the recommendation from the Oakland Schools calendar.

Compensation Days: A non-duty day, counted as a teacher work day, for time served outside of the teacher duty day. There is a total of 1½ days for Kick Off Night (Nov. 26) and two (2) evening Parent Teacher Conferences (June 8).

Fall Conference Week: October 13-17 **Spring Conference Week:** March 16-20

Records Days: Teacher work day used to complete expected recording duties. Duties can be performed in or out of the school building.

Professional Learning Day: Teacher work day used for Professional Learning time provided by the district.

½ Day of School: A full work day for teachers. Students attend the AM session.

Conditional Days: Days enacted if the district exceeds the allotted thirty-five (35) hours of time used for inclement weather/emergencies. June 8 and 9.

Flex Day for Classroom Set-Up: A compensation day, counted as a teacher work day, for time used preparing the classroom setting.

2026-2027 Clarkston Community Schools Calendar

August 2026

Su	Mo	Tu	We	Th	Fr	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					

T= 13 S=7(Counting 1 PL Day)

September 2026

Su	Mo	Tu	We	Th	Fr	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			

T= 20 S=20

October 2026

Su	Mo	Tu	We	Th	Fr	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

T=21 S=21

November 2026

Su	Mo	Tu	We	Th	Fr	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					

T=19 S=18

December 2026

Su	Mo	Tu	We	Th	Fr	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		

T=14 S=14

January 2027

Su	Mo	Tu	We	Th	Fr	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						

T=19 S=19

February 2027

Su	Mo	Tu	We	Th	Fr	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						

T=18 S=18

March 2027

Su	Mo	Tu	We	Th	Fr	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			

T=20 S=20

April 2027

Su	Mo	Tu	We	Th	Fr	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	

T=20 S=20

May 2027

Su	Mo	Tu	We	Th	Fr	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					

T=20 S=20

June 2027

Su	Mo	Tu	We	Th	Fr	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			

T=5 S=4

July 2027

Su	Mo	Tu	We	Th	Fr	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

Teacher Days=189 Student Days=181

School Closed/ Holidays

Half Day

Conditional Days
(June 7 and 8)

Compensation Day for Evening Conferences (June 7)

Compensation Day for "Kick Off Night"

Professional Learning Day
(No school for students)

First and Last Day of School
(PM Flex Records Time)

Flex Day for Classroom Set-Up

Flex Records Time

Parent/Teacher Conferences (Half Day for Students)

Calendar Related Information:

School Holidays: Holiday time is based on the recommendation from the Oakland Schools calendar.

Compensation Day: A non-duty day, counted as a teacher work day, for time served outside of the teacher duty day. There is a total of 1½ days for Kick Off Night (November 25) and evening parent/teacher conferences (June 7)

Fall Conference Week: October 12-16 **Spring Conference Week:** March 15-19

Records Days: Teacher work day used to complete expected recording duties. Duties can be performed in or out of the school building.

Professional Learning Day: Teacher work day, 7:30 AM- 3:20 PM, used for Professional Learning that is provided by the district.

½ Day of School: A full work day for teachers. Students attend the AM session.

Conditional Days: Days enacted if the district exceeds the allotted thirty-five (35) hours of time used for inclement weather/emergencies. (June 8 and 9)

Flex Day for Classroom Set-Up: A compensation day, counted as a teacher work day, for time used preparing the classroom setting.

APPENDIX D

1. Teachers of Grades K through 5
2. Teachers of Music, Art, Media and Physical Education
3. Counselors
4. Teachers of all subjects, Grades 6 through 12
5. Teachers of all Special Education classes
6. Department Heads and Subject Area Coordinators
7. Social Workers
8. Speech-Language Pathologists
9. Psychologists
10. Teachers of State or Federally Funded programs
11. Media Specialists
12. Instructional Technologists
13. Instructional Coaches
14. Instructional Interventionists

APPENDIX E
LETTER OF AGREEMENT
BETWEEN
CLARKSTON COMMUNITY SCHOOLS
AND
CLARKSTON EDUCATION ASSOCIATION (MEA-NEA)

ONGOING PROBLEM SOLVING

In accordance with the understandings reached between representatives of the Clarkston Community Schools and the Clarkston Education Association, the parties agree as follows:

1 To evaluate the terms of the MOU regarding the Clarkston Virtual
2. To review allowable payroll deductions.
3. To review use of sole 403(b) provider for severance payments.
4. To review tuition reimbursement allocations.
5. To review bereavement leave and definition of immediate family.

APPENDIX F

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

Clarkston Community Schools
(Hereinafter referred to as "CCS")
and

Clarkston Education Association/MEA-NEA
(Hereinafter referred to as CEA)

The following items have been agreed to by CCS and Union for the 2024-2025, 2025-2026 and 2026-2027 school years, in regards to the Clarkston Virtual Program.

Teachers/Mentor Teachers in the Clarkston Virtual program shall be members of the bargaining unit as described in Article I of the current CEA Master Agreement. All contractual provisions shall apply to them except as noted in this MOU.

Clarkston Virtual Program:

1. When class sizes exceed the limits listed below, teachers will be eligible for the compensation as stated in Article VI B.1.b.(7) and will not be eligible for class size relief as stated in Article VI B.1.b.(1-6).
    - Young 5's = 25
    - Kindergarten = 30
    - Grades 1-3 = 32
    - Grades 4-5 = 35
    - Grades 6-12 = 38

2. Combination classes will not be eligible for additional compensation or class relief.

3. Teachers in the Clarkston Virtual Program will serve as teacher of record for students in the Clarkston Virtual Program as part of their normal responsibilities.

4. If a teacher has a student load for grading that exceeds 169 students, the teacher will be compensated according to the following:

    - 170-190 students – a $375 stipend per semester
    - 191-200 students – a $700 stipend per semester
    - 201-210 students – a $1,000 stipend per semester

5. Teachers teaching face to face who grade for Clarkston Virtual will be compensated at workshop rate.

6. Clarkston Virtual Teachers who are responsible for grading for more than seven core classes will receive $150 per excess class.

Virtual Program:

1. Teachers serving as mentors will also be required to serve as a teacher of record as part of their normal responsibilities.

Non-mentor Teachers of Record:

1. Teachers who are not serving as mentors will receive $1,500.00 annually for serving as a teacher of record.

CCS and the CEA agree to evaluate the aforementioned terms prior to the conclusion of the 2022-23 school year.

John Lucido, Assistant Superintendent
Clarkston Community Schools

3/14/24
Date:

Beth Rogers, President
Clarkston Education Association

Date:

APPENDIX G

LETTER of AGREEMENT
Between
CLARKSTON COMMUNITY SCHOOLS
And
THE CLARKSTON EDUCATION ASSOCIATION

This letter of Agreement is established to further define the CSM Tech program at Clarkston Community Schools.

The following elements have been agreed to by both parties for the 2014-15 school year and going forward:

1. Total compensation for teachers is 288 hours and to be paid at the workshop rate. The teachers in the program can divide those hours as they see fit amongst them.

2. Compensation is for teacher preparation and delivery of technology content within the CSM Tech program that occurs outside of their duty time.

3. A sum totaling 288 hours is to be paid to the teachers in the program for the 2014-15 school year and 288 hours will be paid going forward until the curriculum changes.

4. In the event that the curriculum changes for the CSM Tech program the parties agree to meet and adjust hours up or down based on prep time.

5. As long as teachers are compensated for the CSM Tech program in this manner the District can award ½ technology credit.

6. This agreement is for the specific program of CSM Tech and awarding ½ technology credit only and this agreement shall not be precedent setting for any other program in Clarkston Community Schools.

For the District

Date: 9/23/15

For the Association

Date: 9/23/15

APPENDIX C
HALF-TIME TEACHING

A. Half-time teaching positions may be approved in which two (2) currently employed teachers will be allowed to share one (1) teaching position. Each teacher will be given credit for one (1) full year of seniority for this half-time teaching assignment.

B. By sharing a full-time position, two (2) teachers would receive fifty (50%) percent of their regular full-time salary for the appropriate step on the salary schedule. Each teacher shall be given one (1) full year credit on the salary scale for that half-time teaching experience.

C. Paid leave benefits will be prorated for half-time service.

D. In all situations of job sharing, such assignments would be considered for filling only by teachers who have agreed voluntarily to work together. Two (2) teachers who would like to be considered for sharing a job would submit, on the proper application form to the building principal, the following information: (This form is available in each school building and in the District personnel office.)

1. A description of how the teaching responsibilities would be divided.

2. A description of how other responsibilities would be met, such as faculty meetings, parent conferences, evening activities and in-service training.

3. A description of what plan would be used for evaluation, communication with parents and informing them of the program at the beginning of the school year.

4. A description of the process which would be used for communicating with the building administrators and other staff members throughout the year.

5. A description of how the job-sharing assignment would be introduced to the students so as to provide for consistent classroom procedures, expectations and discipline.

E. All requests for a job-sharing assignment would first be submitted to the building principal for review. The building principal would then forward the plan to the Director of Administrative Services, who in turn الى المراجعة plans prior to the granting of final approval.

F. In a shared assignment, each teacher will cover, when possible, for the other at the per diem (based on eight (8) hours) rate when absences occur.

G. In assuming a job-sharing assignment, teachers will be making a commitment to this program for one (1) year only. Intent to return to a full-time position for the following school year must be submitted to the Superintendent sixty (60) calendar days prior to the end of the current school year. Teachers requesting return to a full-time position will have full return rights, provided there is a position for which the teacher is certified and qualified to teach, according to ARTICLE XII, Reduction in Personnel and Annexation and Consolidation of Districts.

H. Individual specialized requests will be negotiated between the teacher, the Human Resource Director and the CEA President. Salary will be prorated in accordance to the existing salary schedule(s).

J. The Board and Association agree that principals have different procedures and expectations for part-time teachers. Teachers working half-time/shared time will be compensated with time for administrative approved professional development activities in half day increments.

APPENDIX H

MEMORANDUM OF UNDERSTANDING
(Hereinafter referred to as "MOU")
BY AND BETWEEN
CLARKSTON COMMUNITY SCHOOLS
(Hereinafter referred to as "CCS")
AND
CLARKSTON EDUCATION ASSOCIATION,
(Hereinafter referred to as "Union")

The following items have been agreed to by CCS and the Union for the **2024-2025, 2025-2026 and 2026-2027** school years, in regards to the Wolf Time/PAWS and Community Forum classes in grades 6-12:

1. Wolf Time/PAWS and Community Forum classes are to be counted as a preparation under Article IV, Section C, 8. of the current Master Agreement. Should a teacher be assigned more than the stated preparations by the administration, the teacher shall be credited $150.00 for the year for Wolf Time/PAWS at SMS, CJHS, and CHS or $150.00 per semester for Community Forum at RHS.

2. When calculating a teacher's daily load under Article VI, Section C, 2. of the current Master Agreement, students in a teacher's Wolf Time/PAWS or Community Forum class will be counted on a pro-rated basis as follows:

    a. At SMS, 2/5 (40%) of the students, rounded to the nearest whole number, will be added to a teacher's daily load. This is based on PAWS classes meeting daily.
    b. At CJHS and CHS, 1/10 (10%) of the students, rounded to the nearest whole number, will be added to a teacher's daily load. This is based on Wolf Time classes meeting two times per month.
    c. At RHS, all of the students enrolled will be added to the teacher's daily load. This is based on Community Forum classes meeting daily.

3. The Wolf Time/PAWS or Community Forum class will not be considered a class under Article IV, Section C, 6. of the current Master Agreement.

4. Lesson plans for Wolf Time/PAWS and Community Forum will be provided to all teachers assigned to a Wolf Time/PAWS or Community Forum section ahead of time.

5. This MOU is for the **2023-2024, 2024-2025 and 2025-2026** school years and will be revisited if any changes are proposed or implemented to the program during the period this MOU is in effect.

Executed this ____ day of _____, 2024.

For Union

Beth Rogers
President, Clarkston Education Association

Executed this 14th day of March, 2024.

For CCS

John Lucido
Assistant Superintendent of Administrative Services

APPENDIX H

MEMORANDUM OF UNDERSTANDING
(Hereinafter referred to as "MOU")
BY AND BETWEEN
CLARKSTON COMMUNITY SCHOOLS
(Hereinafter referred to as "CCS")
AND
CLARKSTON EDUCATION ASSOCIATION,
(Hereinafter referred to as "Union")

The following items have been agreed to by CCS and the Union for the **2022-23, 2023-24, 2024-25 and 2025-26** school years, in regards to the Wolf Time/PAWS and Community Forum classes in grades 6-12:

1. Wolf Time/PAWS and Community Forum classes are to be counted as a preparation under Article IV, Section C, 8. of the current Master Agreement. Should a teacher be assigned more than the stated preparations by the administration, the teacher shall be credited $150.00 for the year for Wolf Time/PAWS at SMS, CJHS, and CHS or $150.00 per semester for Community Forum at RHS.

2. When calculating a teacher's daily load under Article VI, Section C, 2. of the current Master Agreement, students in a teacher's Wolf Time/PAWS or Community Forum class will be counted on a pro-rated basis as follows:

    a. At SMS, 2/5 (40%) of the students, rounded to the nearest whole number, will be added to a teacher's daily load. This is based on PAWS classes meeting daily.
    b. At CJHS and CHS, 1/10 (10%) of the students, rounded to the nearest whole number, will be added to a teacher's daily load. This is based on Wolf Time classes meeting two times per month.
    c. At RHS, all of the students enrolled will be added to the teacher's daily load. This is based on Community Forum classes meeting daily.

3. The Wolf Time/PAWS or Community Forum class will not be considered a class under Article IV, Section C, 6. of the current Master Agreement.

4. Lesson plans for Wolf Time/PAWS and Community Forum will be provided to all teachers assigned to a Wolf Time/PAWS or Community Forum section ahead of time.

5. This MOU is for the **2022-23, 2023-24, 2024-25 and 2025-26** school years and will be revisited if any changes are proposed or implemented to the program during the period this MOU is in effect.

Executed this 31st day of October, 2022.

For Union

Daryl Biallas
President, Clarkston Education Association

Executed this 31st day of October, 2022.

For CCS

John Lucido
Assistant Superintendent of Administrative Services

APPENDIX I

MEMORANDUM OF UNDERSTANDING
(Hereinafter referred to as "MOU")
BY AND BETWEEN
CLARKSTON COMMUNITY SCHOOLS
(Hereinafter referred to as "CCS")
AND
CLARKSTON EDUCATION ASSOCIATION,
(Hereinafter referred to as "Union")

The following items have been agreed to by CCS and the Union for the **2019-20** school year and beyond, in regards to the U-M Flint DEEP Program at Clarkston High School and potential impact on Union employees:

1. If any of the following occur or are expected to occur during the duration of this MOU, CCS and the Union agree to meet and discuss its impact as it pertains to Union employee FTEs:

    a. If there is any increase in projected student enrollment in the program via the application process.
    b. If there is any change or anticipated change in current program offerings or course offerings within the program. This includes the addition of new programming within the DEEP Program.

2. CCS and the Union agree to meet as soon as possible after it is known that an item in #1 above is expected to occur. This meeting will happen prior to notifying interested students of their acceptance into the program.

3. This MOU is for the **2019-20** school year and going forward, and will be revisited if any changes are proposed or implemented to the program during the period this MOU is in effect.

Executed this 6 day of May 2019.

For Union

Daryl Biallas
President, Clarkston Education Association

Executed this 8 day of May, 2019.

For CCS

John Lucido
Assistant Superintendent,
Administrative Services

Gallagher

Insurance | Risk Management | Consulting

Clarkston Community Schools

2024 Medical and Rx Options

PLAN STATUS	Option 1		Option 2		Option 3		Option 4	
CARRIER	HAP		HAP		HAP		HAP	
Effective Date	7/1/2024		7/1/2024		7/1/2024		7/1/2024	
PLAN(S)	EPO HSA $2,000		EPO HSA $1,600		HMO $500		HMO HSA $1,600	
SUBGROUP(S)	HAP 1000, 1100, 1200, 1300		HAP - 1400, 1500, 1600, 1700		HAP 1000, 1100		HAP 1200, 1300	
Plan Basics	**In-Net**	**Out-Net**	**In-Net**	**Out-Net**	**In-Net**		**In-Net**	
Individual Deductible	$2,000	N/A	$1,600	N/A	$500		$1,600	
Family Deductible	$4,000	N/A	$3,200	N/A	$1,000		$3,200	
Coinsurance Level	100%	N/A	100%	N/A	80%		100%	
Coinsurance Maximum	N/A	N/A	N/A	N/A	$1,500/$3,000		N/A	
Individual Out-of-Pocket	$3,000	N/A	$2,350	N/A	$6,600		$3,000	
Family Out-of-Pocket	$6,000	N/A	$4,700	N/A	$13,200		$6,000	
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited	
Other Plan Details								
Hospital Services	100% after deductible	N/A	100% after deductible	N/A	80% after deductible		100% after deductible	
Emergency Care *(waived if admitted)*	100% after deductible	N/A	100% after deductible	N/A	$150 copay		100% after deductible	
Office Visits	100% after deductible	N/A	100% after deductible	N/A	$20 copay		100% after deductible	
Prescription Drugs	(Rx Copay- After Deductible)		(Rx Copay- After Deductible)				(Rx Copay- After Deductible)	
Generic	Preferred Generic: $5		Preferred Generic: $5		Preferred Generic: $5		Preferred Generic: $5	
Formulary Brand	Non-Preferred: $5 Preferred Brand: $25		Non-Preferred: $5 Preferred Brand: $25		Non-Preferred: $5 Preferred Brand: $25		Non-Preferred: $5 Preferred Brand: $25	
Non-Formulary Brand	Non-Preferred: $40 Preferred Specialty: $40 Non-Preferred Specialty: $40		Non-Preferred: $40 Preferred Specialty: $40 Non-Preferred Specialty: $40		Non-Preferred: $50 Preferred Specialty: $50 Non-Preferred Specialty: $50		Non-Preferred: $50 Preferred Specialty: $50 Non-Preferred Specialty: $50	
Mail Order Prescriptions *(90 Days)*	MOPD2X		MOPD2X		MOPD2X		MOPD2X	
Employee Contribution (Bi-Monthly)	**24 Pays**	**19 Pays**	**24 Pays**	**19 Pays**	**24 Pays**	**19 Pays**	**24 Pays**	**19 Pays**
Employee	$36.38	$45.96	$57.45	$72.56	$41.67	$52.64	$35.46	$44.79
2 Person	$78.39	$99.02	$125.56	$158.60	$93.31	$117.86	$79.30	$100.17
Family	$95.93	$121.18	$154.97	$195.76	$118.50	$149.68	$101.01	$127.59
Employee Contribution (Annually)								
Employee	$873.18		$1,378.68		$1,000.11		$850.94	
2 Person	$1,881.42		$3,013.49		$2,239.41		$1,903.31	
Family	$2,302.40		$3,719.38		$2,843.95		$2,424.23	

This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future healthcare costs including utilization patterns, catastrophic claims, changes in plan design, healthcare trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

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ADN ADMINISTRATORS

PO Box 610
Southfield, MI 48037
248-901-3705

Clarkston Community Schools Dental Benefits Plan — Group #10039

Employees with other dental coverage

The Plan-at-a-Glance	PPO Networks: ADN Dental Network, DenteMax
Maximum Benefits	**Plan Year - July 1 through June 30**
Annual Maximum	$1500 per eligible individual for covered class I, II and III services.
Lifetime Ortho Maximum	$750 per eligible individual for covered class IV services
Class I Preventive Services – 50%	
Routine Oral Examinations	Twice per plan year
Prophylaxis / Periodontal Maintenance	Twice per plan year
Topical Application of Fluoride	Twice per plan year to age 19
Bitewing X-Rays	Twice per plan year
Full-Mouth Series or Panoramic X-Rays	Once per 36 months
All Other X-Rays	
Sealants	Once per 24 months, 1st & 2nd permanent molars, to age 14
Space Maintainers	Once per area per lifetime, up to age 19
Class II Restorative Services – 50%	
Composite and Amalgam fillings*	Once per tooth surface per 24 months
Inlays, Onlays and Crowns**	Once per permanent tooth per 60 months
Root Canal Therapy	
Periodontal Root Planing	Once per quadrant per 24 months
Periodontal Surgery	Once per quadrant per 36 months
Oral Surgery and Extractions	
General Anesthesia or IV Sedation	With covered Oral Surgery or medically necessary
Occlusal Guards	Once per 24 months (bruxism only)
Denture Repair and Adjustment	
Denture Reline or Rebase	Once per 60 months, per arch
Class III Major Services – 50%	
Complete and Partial Removable Dentures**	Once per arch per 60 months
Fixed Partial Dentures (Bridges)**	Once per area per 60 months
Addition of Teeth to Partial Dentures	
Class IV Orthodontic Services – 90%	
Limited and Interceptive Treatment	Removable and Fixed Appliance Therapy, up to age 19
Comprehensive Treatment	Fixed Appliance Therapy, up to age 19
Not Covered	
Implants	TMJ/TMD Treatment — Cosmetic Treatment

Deductible –None
Missing Tooth Clause – None
12 Month Billing Limitation
Waiting Periods – None
COB – Standard

*Composite restorations are not covered for posterior teeth, alternate benefit applies
**Prosthetics are considered on delivery date

****Note – Quotes of benefits do not constitute a guarantee of payment. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding $200.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

National Vision Administrators, L.L.C.

Your NVA Vision Benefit Summary

Clarkston Community Schools (Option 2)

Effective 04/01/2014
Revised 07/01/2016
Group Number# 1289

Option 2 if you take our medical coverage

Schedule of Vision Benefits

Benefit Frequency	Participating Provider	Non-Participating Provider
Examination Once Every 12 Months	▪ Covered 100% ▪ After $10 copay	Reimbursed Amount ▪ Up to $15
Lenses Once Every 12 Months	Standard Glass or Plastic	
▪ Single Vision	▪ Covered 100% ▪ After $25 copay	▪ Up to $20
▪ Bifocal		▪ Up to $24
▪ Trifocal		▪ Up to $30
▪ Lenticular		▪ Up to $40
▪ Solid Tint	▪ Covered 100%	▪ N/A
▪ Fashion Gradient Tint	▪ Covered 100%	▪ N/A
▪ Glass Photogrey	▪ Covered 100%	▪ N/A
▪ Transitions	▪ Covered 100%	▪ N/A
▪ Polarized	▪ Covered 100%	▪ N/A
▪ Rimless Mounting	▪ Covered 100%	▪ N/A
Frame Once Every 12 Months	Retail Allowance ▪ Up to $90 (20% discount off balance)	▪ Up to $8
Contact Lenses Once Every 12 Months	In lieu of Lenses & Frame	In lieu of Lenses & Frame
Elective Contact Lenses	▪ Up to $90 Retail① (15% discount (Conventional) or 10% discount (Disposable) off balance)*	▪ Up to $65
Medically Necessary**	▪ Covered 100%	▪ Up to $220

*Does not apply to Contact Fill (NVA Mail Order). **Pre-approval from NVA required.

①Additional professional services related to contact lenses (also known as fitting fees) would be included in the contact lens allowance shown above.

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option pricing list below:

- $50 Progressive Lenses Standard
- $10 Standard Scratch-Resistant Coating
- $12 Ultraviolet Coating
- $40 Standard Anti-Reflective
- $30 Blended Bifocal (Segment)
- $100 Progressive Lenses Premium
- $55 High Index
- $25 Polycarbonate (Single Vision)
- $30 Polycarbonate (Multi-Focal)

Options not listed will be priced by NVA providers at their R&C retail price less 20%.

Participating providers are not contractually obligated to offer sale prices in addition to outlined coverage. Regardless of medical or optical necessity, vision benefits are not available more frequently than specified in your policy.

How Your Vision Care Program Works

Eligible members and dependents are entitled to receive a vision examination and one (1) pair of lenses and a frame or contact lenses once every 12 months from last date of service.

For your convenience, at the start of the program, you will receive two identification cards with participating providers in your zip code area listed on the back. At the time of your appointment, simply present your NVA identification card to the provider or indicate that your benefit is administered by NVA. The provider will contact NVA to verify eligibility. A vision claim form is not required at an NVA participating provider.

Be sure to inform the provider of your medical history and any prescription or over-the-counter (OTC) medications you may be taking.

To verify your benefit eligibility prior to calling or visiting your eye care provider, please visit our website at www.e-nva.com or contact NVA's Customer Service Department toll-free at 1.800.672.7723 (TDD line 1-888-820-2990) or NVA's Interactive Voice Response (IVR). Customer Service is available 24 hours a day, 7 days a week, 365 days a year. Any question any time.

If you are not a registered subscriber, you can still search our providers online by selecting the "Find a Provider" link on our home page. Enter group number 12892001 or the group number on the identification card and enter in your search parameters. It's that easy!

Get a Better View

Plan Specific Details Online: The NVA website is easy to use and provides the most up to date information for program participants:
-Locate a nearby participating provider by name, zip code, or City/State, Verify eligibility for you or a dependent
-View benefit program and specific detail, Review claims, Print ID cards (when applicable), Nominate a non-participating provider to join the NVA network

Examinations: The comprehensive exam includes case history, examination for pathology or anomalies, visual acuity (clearness of vision), refraction, tonometry (glaucoma test) and dilation (if professionally indicated).

Lenses: NVA provides coverage in full for standard glass or plastic eyeglass lenses.

Frames: Select any frame from the participating provider's inventory. Any amount in excess of your plan allowance is the member's responsibility. Frame choices vary from office to office. (Visit NVA's website to view the Benefit maximizer Program)

Contact Lenses: The contact lens benefit includes all types of contact lenses such as hard, soft, gas permeable and disposable lenses. Medically necessary contact lenses may be covered with prior authorization when prescribed for: post cataract surgery, correction of extreme visual acuity problems that cannot be corrected to 20/70 with spectacle lenses, Anisometropia or Keratoconus.

Non-Participating Providers: You will be responsible for one hundred percent (100%) of the cost at the time of service at a non-participating provider. You can request a claim form from NVA via the website www.e-nva.com or you may submit receipts along with a letter containing the member's full name, patient's full name, address, ID# and sponsoring organization to NVA, P.O. Box 2187, Clifton, NJ 07015.

Laser Eye Surgery: NVA has chosen **The National LASIK Network** to serve their members. This network was developed by **LCA Vision** in 1999 and is one of the largest panels of LASIK surgeons in the U.S. Members are entitled to significant discounts and a free initial consultation with all in-network providers.

Discounts: In addition to your funded benefit you are eligible to access the **EyeEssential® Plan discount** (in Network Only) on additional purchases during the plan period. Please see table for more detail regarding NVA's discount plan:

*Discount is not applicable to mail order; however, you may get even better pricing on contact lenses through Contact Fill.

Your NVA EyeEssential® Plan Discount – In Network Only		
Service	**Participating Provider**	**Lens Options**
	Member Cost:	
Eye Examination:	Retail Less $10	$12 Solid Tint/ Gradient Tint
		$50 Standard Progressive Lenses
Contact Lens Fitting:	Retail Less 10%	$75 Polarized Lenses
		$65 Transitions Single Vision Standard
		$70 Transitions Multi-Focal Standard
Lenses:	Glass or Plastic	$15 Standard Scratch Coating
Single Vision	$35.00	$12 UV Coating
Bifocal	$55.00	$35 Polycarbonate
Trifocal or Lenticular	$70.00	$45 Standard Anti-Reflective
Frame:	Retail Less 35%	
Contact Lenses*:	**Member Cost:**	
Conventional	Retail Less 15%	
Disposable	Retail Less 10%	

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option price list above.

Options not listed will be priced by NVA providers at their reasonable & customary retail price less 20%.

At NVA, We Work Only for Our Clients.

Exclusions / Limitations: No payment is made for medical or surgical treatments / Rx drugs or OTC medications / non-prescription lenses / two pair of glasses in lieu of bifocals / subnormal visual aids / vision examination or materials required for employment / replacement of lost, stolen, broken or damaged lenses/ contact lenses or frames except at normal intervals when service would otherwise be available / services or materials provided by federal, state, local government or Worker's Compensation / examination, procedures training or materials not listed as a covered service / industrial safety lenses and safety frames with or without side shields / parts or repair of frame / sunglasses.

National Vision Administrators, L.L.C. ▫ PO Box 2187 ▫ Clifton, NJ 07015
Web: www.e-nva.com ▫ Toll-Free: 1.800.672.7723
NVA® and EyeEssential® are registered marks of National Vision Administrators, L.L.C.

This document is intended as a program overview only and is not a certified document of the individual plan parameters.

National Vision Administrators, L.L.C.

Your NVA Vision Benefit Summary

Option 4 if you do not take our medical coverage

Clarkston Community Schools (Option 4)

Effective 04/01/2014
Revised 07/01/2016
Group Number# 1289

Schedule of Vision Benefits

Benefit Frequency	Participating Provider	Non-Participating Provider
Examination Once Every 12 Months	▪ Covered 100%	Reimbursed Amount ▪ Up to $35 (OD) ▪ Up to $45 (MD)
Lenses Once Every 12 Months	Standard Glass or Plastic	
▪ Single Vision	▪ Covered 100%	▪ Up to $38
▪ Bifocal		▪ Up to $60
▪ Trifocal		▪ Up to $72
▪ Lenticular		▪ Up to $108
▪ Rimless Mounting	▪ Covered 100%	▪ N/A
▪ Glass Photogrey	▪ Covered 100%	
▪ Single Vision		▪ Up to $4
▪ Bifocal		▪ Up to $10
▪ Trifocal		▪ Up to $12
▪ Lenticular		▪ Up to $10
▪ Transitions	▪ Covered 100%	
▪ Single Vision		▪ Up to $4
▪ Bifocal		▪ Up to $10
▪ Trifocal		▪ Up to $12
▪ Lenticular		▪ Up to $10
▪ Color Tints / Coats	▪ Covered 100%	
▪ Single Vision		▪ Up to $4
▪ Bifocal		▪ Up to $10
▪ Trifocal		▪ Up to $12
▪ Lenticular		▪ Up to $10
▪ Polarized	▪ Covered 100%	
▪ Single Vision		▪ Up to $18
▪ Bifocal		▪ Up to $30
▪ Trifocal		▪ Up to $38
▪ Lenticular		▪ Up to $30
Frame Once Every 12 Months	Retail Allowance ▪ Up to $90 (20% discount off balance)	▪ Up to $55
Contact Lenses Once Every 12 Months	In lieu of Lenses & Frame	In lieu of Lenses & Frame
Elective Contact Lenses	▪ Up to $115 Retail① (15% discount (Conventional) or 10% discount (Disposable) off balance)*	▪ Up to $115
Medically Necessary**	▪ Covered 100%	▪ Up to $220

How Your Vision Care Program Works

Eligible members and dependents are entitled to receive a vision examination and one (1) pair of lenses and a frame or contact lenses once every 12 months from last date of service.

For your convenience, at the start of the program, you will receive two identification cards with participating providers in your zip code area listed on the back. At the time of your appointment, simply present your NVA identification card to the provider or indicate that your benefit is administered by NVA. The provider will contact NVA to verify eligibility. A vision claim form is not required at an NVA participating provider.

Be sure to inform the provider of your medical history and any prescription or over-the-counter (OTC) medications you may be taking.

To verify your benefit eligibility prior to calling or visiting your eye care provider, please visit our website at www.e-nva.com or contact NVA's Customer Service Department toll-free at 1.800.672.7723 (TDD line 1-888-820-2990) or NVA's Interactive Voice Response (IVR). Customer Service is available 24 hours a day, 7 days a week, 365 days a year. Any question any time.

If you are not a registered subscriber, you can still search our providers online by selecting the "Find a Provider" link on our home page. Enter group number 12894001 or the group number on the identification card and enter in your search parameters. It's that easy!

*Does not apply to Contact Fill (NVA Mail Order).
**Pre-approval from NVA required.

①Additional professional services related to contact lenses (also known as fitting fees) would be included in the contact lens allowance shown above.

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option pricing list below:

- $50 Progressive Lenses Standard
- $100 Progressive Lenses Premium
- $10 Standard Scratch-Resistant Coating
- $55 High Index
- $12 Ultraviolet Coating
- $25 Polycarbonate (Single Vision)
- $40 Standard Anti-Reflective
- $30 Polycarbonate (Multi-Focal)
- $30 Blended Bifocal (Segment)

Options not listed will be priced by NVA providers at their R&C retail price less 20%.

Participating providers are not contractually obligated to offer sale prices in addition to outlined coverage. Regardless of medical or optical necessity, vision benefits are not available more frequently than specified in your policy.

Get a Better View

Plan Specific Details Online: The NVA website is easy to use and provides the most up to date information for program participants:
-Locate a nearby participating provider by name, zip code, or City/State, Verify eligibility for you or a dependent
-View benefit program and specific detail, Review claims, Print ID cards (when applicable), Nominate a non-participating provider to join the NVA network

Examinations: The comprehensive exam includes case history, examination for pathology or anomalies, visual acuity (clearness of vision), refraction, tonometry (glaucoma test) and dilation (if professionally indicated).

Lenses: NVA provides coverage in full for standard glass or plastic eyeglass lenses.

Frames: Select any frame from the participating provider's inventory. Any amount in excess of your plan allowance is the member's responsibility. Frame choices vary from office to office. (Visit NVA's website to view the Benefit maximizer Program)

Contact Lenses: The contact lens benefit includes all types of contact lenses such as hard, soft, gas permeable and disposable lenses. Medically necessary contact lenses may be covered with prior authorization when prescribed for: post cataract surgery, correction of extreme visual acuity problems that cannot be corrected to 20/70 with spectacle lenses, Anisometropia or Keratoconus.

Non-Participating Providers: You will be responsible for one hundred percent (100%) of the cost at the time of service at a non-participating provider. You can request a claim form from NVA via the website www.e-nva.com or you may submit receipts along with a letter containing the member's full name, patient's full name, address, ID# and sponsoring organization to NVA, P.O. Box 2187, Clifton, NJ 07015.

Laser Eye Surgery: NVA has chosen **The National LASIK Network** to serve their members. This network was developed by **LCA Vision** in 1999 and is one of the largest panels of LASIK surgeons in the U.S. Members are entitled to significant discounts and a free initial consultation with all in-network providers.

Discounts: In addition to your funded benefit you are eligible to access the **EyeEssential® Plan discount** (in Network Only) on additional purchases during the plan period. Please see table for more detail regarding NVA's discount plan:

*Discount is not applicable to mail order; however, you may get even better pricing on contact lenses through Contact Fill.

Your NVA EyeEssential® Plan Discount – In Network Only

Service	Participating Provider	Lens Options
	Member Cost:	
Eye Examination:	Retail Less $10	$12 Solid Tint/ Gradient Tint $50 Standard Progressive Lenses $75 Polarized Lenses $65 Transitions Single Vision Standard $70 Transitions Multi-Focal Standard $15 Standard Scratch Coating $12 UV Coating $35 Polycarbonate $45 Standard Anti-Reflective
Contact Lens Fitting:	Retail Less 10%	
Lenses:	Glass or Plastic	
Single Vision	$35.00	
Bifocal	$55.00	
Trifocal or Lenticular	$70.00	
Frame:	Retail Less 35%	
Contact Lenses*:	**Member Cost:**	
Conventional	Retail Less 15%	
Disposable	Retail Less 10%	

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option price list above.

Options not listed will be priced by NVA providers at their reasonable & customary retail price less 20%.

At NVA, We Work Only for Our Clients.

Exclusions / Limitations: No payment is made for medical or surgical treatments / Rx drugs or OTC medications / non-prescription lenses / two pair of glasses in lieu of bifocals / subnormal visual aids / vision examination or materials required for employment / replacement of lost, stolen, broken or damaged lenses/ contact lenses or frames except at normal intervals when service would otherwise be available / services or materials provided by federal, state, local government or Worker's Compensation / examination, procedures training or materials not listed as a covered service / industrial safety lenses and safety frames with or without side shields / parts or repair of frame / sunglasses.

National Vision Administrators, L.L.C. ▫ PO Box 2187 ▫ Clifton, NJ 07015
Web: www.e-nva.com ▫ Toll-Free: 1.800.672.7723
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This document is intended as a program overview only and is not a certified document of the individual plan parameters.