

Capac Community School District of St. Clair and Lapeer Counties

Professional Master Contract

Capac Educational Association MEA/NEA

and

Capac Community School District

**2018-2020**

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## **PREAMBLE**

This agreement entered into this August 16, 2018, by and between the Board of Education of the Capac Community School District, hereinafter called the "Board," and the Capac Education Association, MEA, NEA, hereinafter called the "Association."

## **ARTICLE I RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all professional, non-supervisory personnel employed by Board, including guidance counselors, speech therapists, psychologists, social workers, vocational education teachers, department heads, and librarians, but excluding superintendent, principals, assistant principals, all other supervisors and other employees. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining unit who are teachers as defined in MCL Section 38.71. The Association shall also represent non-professional staff members who have traditionally been members of the bargaining unit who are being separately defined in order to address the PERA amendments concerning prohibited subjects of bargaining. MCL 423.215. References to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

## **ARTICLE II ASSOCIATION AND TEACHER RIGHTS**

- A. All provisions of the Michigan School Code, Laws of the State of Michigan, the Constitution of the State of Michigan and/or the United States and the applicable rules and regulations promulgated thereof are hereby incorporated into and made a part of this agreement.
- B. Teachers employed by the school district shall be entitled to use a school room for the conduct of regular business of the Association, provided such use is in accordance with Board policies. Although this shall not entitle groups of teachers employed by other school districts to use school facilities, a small number of such teachers may be in attendance when teachers employed by the school district utilize school facilities.
- C. The Association shall have access to teacher mail boxes for the confidential hand circulation of publications and releases. The Association agrees to indemnify the district against any cost it might incur, including an order to retroactive payment of postage,



related compliance with this clause. The Association shall also be allowed use of email for communication with its members.

- D. A bulletin board or a reasonable portion thereof shall be designated in each building for Association publications and releases.
- E. The Board agrees to make available to the Association information concerning the financial resources of the district including, but not limited to annual financial register of certificated personnel, agendas and minutes of all Board meetings, treasurer's report, census and membership data, names and addresses of all teachers, together with information which may be necessary for the Association to process any grievance or complaint. The Association will reimburse the Board for costs incurred in the compilation or duplication of such records. All on file information shall be available to the Association within 7 school days of receiving written request, and all compiled information shall be available at a mutually agreed to date established by the Board and the Association at the time of the request.
- F. The Association shall be notified 48 hours in advance of and may be entitled to have representation on all committees for development or revision of educational programs established by the Board other than direct sub committees comprised of Board Members and supervisory personnel or where the committee is discussing a prohibited bargaining subject under the Public Employment Relations Act.
- G. The Board acknowledges that teachers possess the full rights of citizenship, that no religious or political activities of a teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers, and that the private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it can be demonstrated that the performance of their duties has been adversely affected.
- H. A teacher shall be able to wear the recognized NEA and MEA association membership identification and a CEA membership identification of a similar nature.
- I. The Board or its representative shall keep the Association informed of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration. The Board shall have no obligation to bargain over prohibited bargaining subjects as put forth under the Public Employment Relations Act.

### **ARTICLE III PAYROLL DEDUCTIONS**

- A. Upon authorization by the teacher, the Board shall make payroll deductions for Michigan Education Special Services Association options, Blue Cross-Blue Shield, United States Savings Bonds, financial institutions, and United Foundation. Tax sheltered annuities will be available to staff members. However, at least five employees must subscribe to an

individual carrier before payroll deductions will be made for that company. Changes in payroll deductions under this section will not be altered after November 1. No deductions shall be allowed for Association dues or any payment to satisfy a member's obligations to the Association for dues or service fees.

- B. All individual teacher contracts shall be subordinate to and consistent with this agreement.

#### **ARTICLE IV MANAGEMENT RIGHTS**

- A. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of the master agreement.

- B. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, and authority conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States.

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the employer.
2. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify, or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof of changes therein, the institution of new and/or improved methods or changes therein.

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5. Adopt reasonable rules and regulations.
  6. Determine the qualifications of employees, including physical conditions.
  7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.



8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
  11. Determine the policy affecting the selection, testing or training of employees.
- C. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition, and maintenance of school buildings, and equipment; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

## **ARTICLE V**

### **TEACHING HOURS AND CLASS LOAD**

- A. All teachers will be required to report for duty five (5) minutes before the opening of the student school day.
- B. The normal teaching load in Grades K-12 will not exceed twenty eight (28) assigned teaching hours per week (excluding passing time), including a daily staggered preparation period equal to a regular class period for teachers teaching Grades 7-12. \*Refer to Appendix B-6 for further classification. Each teacher assigned to the Elementary School (K-6) shall be provided a single, 50 minute block of preparation time, each full day of the scheduled work week. In the event of a scheduled half day, there will be a modified rotation schedule created and published. The total preparation time granted will be 250 minutes each full week that school is in session. To the extent funding and scheduling permits, the buildings will attempt to provide additional preparation time consistent with the needs of that building. Time during which their classes are scheduled to receive instruction from a music, band, art, STEAM, or physical education teacher will be considered as part of the preparation time. Teachers will be expected to supervise students during the passing of classes. Assignment to a supervised study period shall be considered a teaching period. Teachers are to remain until the buses clear the campus. Teachers are to remain for a sufficient period of time to attend to those matters which require attention at that time including parent consultations as arranged with the teacher, classroom preparation, and other school related responsibilities. The Board shall utilize additional unit members as necessary to guarantee the above referenced preparation time.

- C. Special education classroom teachers (not teacher consultants, speech correction staff and school psychologist) will be provided an additional \$250 per school year or up to 3 full days release time for pre-approved added responsibilities.

NOTE: Splits will be prorated.

- D. Special teachers shall be scheduled so that their assignment substantially equals the load of a regular classroom teacher. They shall be provided with relief and preparation time to the same extent as other teachers in the District.
- E. No secondary teachers shall be required to accept an assignment that requires more than four (4) daily preparations.
- F. All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty-nine (39) minutes. Teachers shall not be required to supervise cafeteria.
- G. Teachers shall not be required to supervise playground.
- H. In addition to their scheduled school day, teachers will be expected to attend parent/teacher conferences and other meetings (that are approved by the superintendent). Meetings shall not exceed one hour unless mutually agreed upon. The Board will pay for any professional work in excess thereof at the Master Contract Hourly Rate. All teachers unless excused by the administration, shall attend scheduled meeting(s) that are approved by the superintendent.
- I. Teachers shall receive written notice of meetings at least 48 hours preceding each scheduled meeting except in case of emergency. Failure to give 48 hours' notice will negate the obligation of attendance at the meeting.
- J. The parties believe that control of class size is an important factor for the highest quality of education. To this end, the Board agrees to study and to strive to meet the following goals in keeping with its resources, balanced by its incurred obligations, and the feasibility of increasing the staff without curtailing programs and activities deemed sound and necessary by the Board. Additionally, the Board and the Association will work closely together to monitor the equality of class sizes.

<u>Grade</u>	<u>Goal</u>	<u>Maximum</u>
Young 5s	15 -18	22
Kdg.	20 – 24	26
1 – 2	22 – 25	27
3 – 4	24 – 26	28
5 – 6	25 – 30	30
7 – 12	Professional Teacher Recommendation based	31 or higher number requests in writing



Upon the course submitted  
to principal by April 1.

Elem. Split	Goal for grade level	Max for grade level
Middle Split	Goal for grade level	Max for grade level

Special Classes

Exploratory	1 adult per	32
Industrial Arts	# of pupil stations	28
Phys. Ed.	(7 - 12)	40
Phys. Ed.	(K - 6)	30*
Vocational	# of pupil stations	28
Art		31
Biology II, Chemistry,		31
Physics	# of pupil stations	31

\*unless instructional aide is present to 35 maximum.

K. Overages

1. At the Jr.-Sr. High School (7-12) the maximums plus up to three additional students shall be allowed without the consent of the teacher. Teachers will be paid \$1.25 a day, per student per class period over the classroom maximums.
2. In grades K-6, the maximum plus one additional student shall be allowed for the remainder of the current semester. Non self-contained teachers will be paid \$1.25 a day, per student per class period over the classroom maximum. Self-contained teachers will be paid \$5 day, per student over the classroom maximum.

If the above maximums including extra allowable students are exceeded, the Administration will add a new section no later than the beginning of the following semester. During the semester in which the overage exists, the parties will attempt to resolve the problem by providing an aide, payment to the teacher, or some other mutually agreeable resolution.

If no agreement can be reached within two weeks, the K- 6 home room teacher will be paid \$5 per day per student over the maximum. Payment will be retroactive to the day the student entered.

- L. If any situations regarding overages in special education arise, a committee composed of not more than the following shall meet:

- 2 - Administrators
- 2 - Association representatives
- 1 - Involved staff person, if determined to be appropriate

1. If possible the committee will meet prior to the new student coming into the classroom which would place the classroom in a state non-compliance.
2. After the committee meets to discuss options, the district will file a deviation with the state - if necessary and appropriate. (Time line: 5 days)
3. If the deviation is approved, the district will continue to comply with the mutually agreed upon resolution reached in step 3.
4. If the deviation is not approved, the district will comply with the mandated directives and time lines indicated by the state for corrective action.

M. If a teacher believes that additional supports are necessary to address student behavior or needs in the classroom, the teacher may request a meeting with the building level administrator to consider supports that may be extended in the classroom. A meeting will be held within 10 working days of the request.

If there are more than five special education students in any general education class, the parties will attempt to resolve the problem by providing an aide, payment to the teacher, or some other mutually agreeable resolution.

If no agreement can be reached within two weeks, the K-6 home room teacher will be paid \$5.00 per day per student over the maximum. All other teachers will be paid \$1.25 per subject period per student over the maximum. Payment will be retroactive to the day the student entered at the rate of \$1.25 per overage.

N. Guidance counselors, social workers, psychologists, and speech pathologists shall only receive a preparation period if they are assigned to teach a class. Guidance counselors and social workers shall report to work as provided in the attached school calendar. If the administration directs a guidance counselor or social worker to work additional time outside of the school calendar, the guidance counselor shall be compensated at the contract master rate hourly rate of \$25.00 an hour. Guidance counselors and social workers shall be compensated according to Appendix D.

## **ARTICLE VI TEACHING CONDITIONS**

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A. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day be directed toward insuring that the energy of the teacher is primarily utilized to that end.

B. The Board recognizes that the appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, music equipment and materials, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. Administrators and



teachers will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained within available funds as determined by the Board of Education.

- C. The Board shall make available in each school building functioning duplicating facilities to aid teachers in the preparation of instructional materials. Whenever possible, the photocopier located in the administration office will be used. The Board agrees to provide in the district functioning copying, facilities. The facilities shall be used only for school related purposes.
- D. The Board shall make available in each school, restroom and lavatory facilities exclusively for faculty use and at least one room furnished, which shall be reserved for the use as a faculty workroom.
- E. Telephone facilities shall be made available to teachers for their school related calls or emergency use.
- F. Adequate off street parking, properly lighted, maintained, and identified for teacher use shall be provided.
- G. The Board of Education shall provide safe, healthful working conditions for teachers.
- H. Whenever possible, the Board will relieve teachers of responsibility of collecting monies for the district.
- I. Teachers traveling between the Jr.-Sr. High School/Elementary School complex and 201 North Nepper Street shall be reimbursed at a rate of 35 cents per trip and shall be provided no less than \*8 minutes travel time.

\*NOTE: If the traveling teacher is experiencing difficulty, the administration may adjust travel time up to 10 minutes.

- J. Teachers shall arrange for a substitute at least 1 1/2 hours prior to the start of the student school day that they will be unavailable to report for work. .
- K. All classroom teachers must provide plans for a week in advance and detailed lesson plans for at least one (1) day in advance.
- L. Teachers shall be held accountable for school materials, equipment, and facilities assigned to them, when adequate lockable storage facilities are provided.
- M. Supervision of students is a teacher's responsibility during the teacher's scheduled school day, for activities in all school areas such as halls, lavatories, assemblies, and classrooms. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms, and the work areas.

N. The Board shall provide:

1. Two separate desk drawers or file cabinet drawers for each teacher in the district.

2. Closet space for each teacher to store coats, overshoes, and other such articles.
3. Storage space in each classroom for instructional materials.
4. Paper, pencils, pens, and other such materials required in daily teaching responsibility.
5. Space in each school district building for the storage of school related valuables.
6. Adequate file cabinets will be provided for curriculum materials.
7. Adequate space with adequate facilities within each school providing the needed privacy for special services teachers to carry out their responsibilities with individuals or groups of students.

**ARTICLE VII**  
**TEACHING QUALIFICATIONS, ASSIGNMENTS, AND TRANSFERS**

- A. No teacher in the school district shall be assigned outside the scope of their qualifications as established by law or Board policy.
- B. In the event of a change of any tentative teaching or room assignment, the teacher in all cases will receive written notification.
- C. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education credit courses, driver education courses, summer school courses, and non-coaching positions enumerated in Appendix D, shall not be obligatory, except when that assignment was a condition of employment, but shall be with the consent of the teacher. The teacher shall receive compensation for two hours upon appearing to teach the class even if no students attend the class.
- D. Teachers who accept extra duty positions will be compensated as per Appendix D.
- E. When all means to obtain qualified regular substitute teachers have been exhausted, the building principal may request a teacher to perform emergency substitute duty during the teacher's conference or preparation time. Compensation shall be \$25.00 per class period. Teachers who work beyond the regular teacher contract hours for administrative requested help shall be compensated at a rate of \$25.00 per hour with superintendent approval.

For the 2018-19 school year and beyond, teachers shall retain any accumulated compensatory time acquired during previous school years but may not add to accumulated compensatory time by performing substitute duties. The teacher shall also "sell" 25% of the teacher's accumulated compensatory time back to the District for the next four school years (2018-19, 2019-20, 2020-21, and 2021-22) and receive \$25.00 per hour.



- F. All non-teacher professional staff who are bargaining unit members shall be assigned to positions based on certification, license and qualifications. If two or more such members have applied for the same opening if they possess the necessary license and/or qualifications, the position shall be awarded to the member with the greatest seniority.

## **ARTICLE VIII**

### **TEACHING VACANCIES AND PROMOTIONS**

The Board agrees to give the Association written notice of any newly created bargaining unit position which will include a job description and qualifications for the position. Where the Board determines to post the position, the Board will post the position on the District's website and other appropriate websites at the Board's discretion. The Board shall have the sole discretion for any teacher placement decision.

## **ARTICLE IX**

### **EXTRA DUTY ASSIGNMENTS**

- A. Assignments enumerated in Appendix D shall not be obligatory.
- B. Assignments for coaching shall be made in writing by the superintendent with the approval of the Board. Reassignment of bargaining unit members shall be automatically renewed if the Board takes no action to the contrary by the second regularly scheduled monthly board meeting after the conclusion of the season. For the purposes of this article, the conclusion of the season means the State Finals in that particular sport. A unit member coach shall be entitled to reappointment unless his performance is determined to be unsatisfactory by his supervisor. A coach not reappointed to a coaching position will receive a written explanation stating the reasons.
- C. The Athletic Director is directly responsible for the formal evaluation of all Coaches. These evaluations will be reduced to writing and a copy given to the coach within fifteen (15) days of the conclusion of the season. If the affected coach disagrees with the evaluation, he may request a meeting with the Athletic Director to discuss the evaluation. The coach has five (5) days to attach a written rebuttal to the evaluation.
- D. Coaches will be paid in accordance to Appendix D in the Contract. At the junior high level if both 7th and 8th graders participate on the same team and play as a team, the coaches will be paid at the 8th grade level only. If the 7th and 8th graders compete against teams of the same grade level (7th grade basketball vs. 7th grade basketball) for the majority of their schedules, then the coaches will be paid at the grade level they are coaching.
- E. A person meeting the posted qualifications may apply for an extra duty position. The District will consider any bargaining unit member who meets the posted qualifications.

The Board will select the candidate it determines is superior in the majority of the following factors including: Certification, qualifications, background attainment, and other relevant factors. This shall not be construed to mean that all such vacancies will be filled from within the District. In case the position is to be reinstated after a period of not existing (position dropped due to lack of funds, etc.), the coach at the time it was dropped may be given consideration if he/she is available. An extra duty coach who resigned from an extra duty position without good cause will be presumed to be less qualified.

**F. Mentor Teachers**

1. When bargaining unit members are used as mentor teachers, such participation shall be voluntary on their part, but selection of the mentor teacher will be made by the administration.
2. All training of the mentor teacher shall be provided by the District or the ISD.
3. Every effort will be made to match mentor teachers and mentees in the same building and area of certification if a bargaining unit member is the mentor teacher.

The stipend for mentor teachers will be added to Group VIII of Appendix D, extra duty schedule beginning with the 1995-96 school year. The stipend percentage is to be paid to the mentor teacher for each mentee that the mentor teacher is responsible for.

4. The mentor teacher will not have any evaluation responsibilities towards the teachers that they are working with.

**ARTICLE X  
TEACHER EVALUATION**

- A. A mentor teacher shall be assigned by the administration to probationary teachers upon entrance of the teacher in the school system. The mentor teacher shall be a tenure teacher and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. It shall be the duty of the mentor teacher to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system.

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**ARTICLE XI  
PROTECTION OF TEACHERS & STUDENT DISCIPLINE**

- A. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.



The right of pupil assignment remains the responsibility of the administrative personnel of the district and final determination of such assignment shall be made by the administrative staff after proper evaluation.

- B. Any case of assault upon a teacher which had its inception in a school centered problem shall be reported immediately, in writing, to the superintendent or his designated representative. In the event of such assault and upon recommendation of the Association, the Board shall review the matter and provide legal assistance to the teacher relative to his rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with the handling of the matter by law enforcement and judicial authorities.
- C. A teacher may send a student to the office for the balance of a class period when all ordinary classroom disciplinary procedures have been exhausted and his persistent disruptive behavior makes his/her continued presence an impossible constructive educational situation; provided due process with regard to student rights is followed. The teacher will furnish the building administrator as promptly as his teaching obligations will allow, full particulars of the situation.
- D. If a teacher receives worker's compensation benefits because a teacher is injured while performing services in the line of duty, the teacher shall receive the difference between the worker's compensation benefits and the teacher's salary for a period not to exceed one (1) year, and with no deduction from accumulated sick leave.
- E. Time lost by a teacher because of an assault by a student while a teacher is performing teaching services, which is not compensable under worker's compensation because the time lost is not of sufficient duration to qualify for worker's compensation benefits, shall not be charged against the teacher's sick leave unless the teacher is found to have acted improperly or adjudged to be guilty or liable by a court of competent jurisdiction.

## **ARTICLE XII PROFESSIONAL IMPROVEMENT**

- A. Any teacher with Board approval who enrolls in a course related to his instructional responsibility at an NCATE (National Council for Accreditation of Teacher Education) accredited college or university may receive reimbursement from the Board for his tuition and books upon the successful completion of such course. If the Board requires a teacher to complete any course(s) related to his instructional responsibilities, the Board shall reimburse the teacher for all expenses of such course(s).
- B. The Board may at its discretion provide upon application all or any part of the necessary funds for teachers who are approved by the superintendent to attend selected professional conferences, school visitations, and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher



needed to relieve the participant. The teacher who is given permission by the Board to attend such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

- C. At the request of the Association, or on the Board's initiative, arrangements may be made for after school courses, workshops, conferences, and programs designed to improve the quality of instruction. All teachers desiring to attend shall be allowed to do so. In addition, the Board encourages its present staff to enroll in courses designed to improve reading instruction. The Capac Curriculum Coordinating Council is responsible for planning in-service programs for the district.
- D. New teachers to the district shall attend an orientation meeting prior to the first day of school. Probationary teachers who are required by law to attend five (5) career development training days per school year shall do so at board's expense. Three of the five days per school year shall be scheduled during the normal work day and a substitute shall be provided. Two of the five days per year shall be the probationary teachers' responsibility to attend without additional compensation. The Board shall pay all expenses for five (5) days per school year. In the event the law is rescinded, probationary teachers will not have this requirement.

### **ARTICLE XIII REDUCTIONS IN PERSONNEL**

- A. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its teachers in such consolidated district.
- B. Each school year one seniority list will be prepared ranking all teachers in order of their seniority. Seniority shall be defined as the first calendar teacher day of work. In the event that more than one individual is hired on the same date, all individuals so affected will participate in a drawing, by lot, to determine position on the seniority list. Employment seniority will continue to accumulate when teachers are on sabbatical, study, military or health leaves. All seniority is lost if there is a severance of employment. After September 1, 2008, seniority will not accumulate and will be frozen for individuals on layoff.
- C. Administrators and supervisors shall be carried on the seniority list at the level of their proper seniority date, and will assume that position on the seniority list should they transfer to teaching status.
- D. Administrators hired after May 18, 2000, and who are transferred into a teaching position within the district will not be allowed to apply their accumulated seniority as an administrator to the teacher seniority list.



**ARTICLE XIV  
PAID LEAVES OF ABSENCE**

A. All teachers absent from duty because of illness or injury or whenever the teacher is required during school hours to consult a doctor because of personal health shall be allowed full pay for a total of eight (8) days per year, to be used in half day or full day increments. Such leave will be computed for the ensuing year, and upon employment or at the beginning of each school year, each teacher will be credited with the total accumulation due that school year.

1. Illness or injury leave days may be used for illness or injury to members of the immediate family. Immediate family shall be defined as father, mother, mother-in-law, father-in-law, spouse, sister, brother, sister-in-law, brother-in-law, child, son-in-law, daughter-in-law, grandparents, grandchildren, step relations, niece/nephew or a dependent of the immediate household.
2. All illness or injury leave must be submitted to and approved by the Superintendent.
3. The Superintendent may require the teacher to produce medical certification of the illness or disability upon the sixth (6<sup>th</sup>) consecutive day of absence due to illness or disability, unless the Superintendent suspects that the teacher has abused his or her sick day(s) then the medical certification may be requested at any time. If the administration requests a second medical certification of the illness or disability, the Board shall bear the expense.
4. A teacher may accumulate a maximum of one hundred and twenty five (125) sick leave days. If a teacher has acquired more than 125 sick days as of August 16, 2018, the teacher shall "sell" back to the District sick days over 125 days to be paid at \$50 per day. The Board shall buy back 25% of the teacher's sick days over 125 banked sick days during the 2018-19 school year.

B. Bereavement Leave Use

1. At the beginning of each school year, each teacher shall be credited with six (6) days to be used for deaths in the immediate family of the teacher or spouse. Immediate family shall be defined as father, mother, mother-in-law, father-in-law, spouse, sister, brother, sister-in-law, brother-in-law, child, son-in-law, daughter-in-law, grandparents, grandchildren, step relations, niece/nephew or a dependent of the immediate household.
2. Upon request, the superintendent may approve an employee's use of two (2) bereavement days (from the initial six) to be used for funerals other than immediate family.
3. In the event that an employee would need to travel more than 300 miles (total miles), the superintendent may approve an additional bereavement day. The use



of a personal business day would also be allowed to apply towards this travel day.

4. Unused bereavement days are not carried forward to future school years.
- C. A leave of absence shall be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowance or reimbursement or expenses) for each day on which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work to a maximum of 30 days.
  - D. A leave of absence shall be granted for time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend.
  - E. A teacher absent from work because of mumps, scarlet fever, measles, tuberculosis, lice, scabies, impetigo, or chicken pox shall suffer no loss of compensation and shall not be charged with loss of personal sick leave. In order to qualify for this leave, it must be determined that the disease was contracted through student and not family contact.
  - F. Upon recommendation of the Superintendent, the Board may request a teacher to submit to physical or mental examinations by appropriate specialists mutually chosen by Board and teacher to determine whether involuntary sick leave is warranted. The cost of the initial examination beyond that covered by medical insurance shall be equally shared by the Board and the Association.
  - G. The parties agree there may be personal conditions or circumstances which may require teacher absenteeism to attend to personal business. The Board agrees that such leave will not be deducted from the teacher's sick leave accumulation, and any unused personal leave days will be added to the teacher's sick leave accumulation the following year unless the teacher has reached the maximum of 125 sick days. Teachers will be provided four (4) personal leave days per year. These personal leave days may be used under the following conditions:
    1. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least five (5) working days in advance of the anticipated absence, except in cases of emergency, for approval by the Superintendent or his/her designated representative. In such cases, the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor. If prior timely notification is not received, the administration may deny the personal leave request.
    2. Maximum length of leave shall not exceed 4 days per school year.
    3. Such leave will not be granted the day before or day after holidays or vacations except in case of absolute necessity.
    4. Personal leave may not be used on the first or last day of school except in case of emergency and with superintendent approval.

5. No more than two teachers per building or session per day may be granted the leave, with a maximum of six within the District.
- H. Twenty (20) days shall be available for the officers and representatives of the Association to attend conferences, workshops, hearings, and seminars conducted by the MEA, NEA, and/or affiliate departments thereof, and the various governmental units involved in the education process. The Association agrees to pay the substitutes costs and retirement reimbursement and to notify the Board no less than forty-eight 48 hours in advance of taking such leave. In addition, four (4) hours per month, as needed, shall be available to union officers for in-district business.
  - I. Eliminated per letter of agreement dated 7/2/14. The Board of Education and Capac Education Association agree to allow the balance of days in the sick bank to be used to offset the cost of substitute expense for the Association member to attend conferences conducted by MEA, NEA or affiliated as referred to in Article XIV section H. Once days are exhausted then the Association agrees to pay the substitute cost as is stated in paragraph in H above.

#### **ARTICLE XV SABBATICAL LEAVE**

- A. Subject to the applicable Michigan Statutory provisions and any amendments thereto, the Board may grant Sabbatical leaves for study providing:
  1. No more than 2 teachers in the district shall be absent on Sabbatical leave at any one time.
  2. Requests are made in writing to the superintendent 200 days prior to the intended commencement of the leave.
  3. The teacher shall agree to remain in the employ of the district for a period of not less than two years following his return from Sabbatical leave.
  4. The employee on Sabbatical leave will be required to file periodic reports with the superintendent.
- B. The Board shall be responsible for granting or denying all requests for a leave of absence. Teachers requesting Sabbatical leave will be notified on or before April 1, if their requests have been accepted or rejected. Teachers requesting Sabbatical leave for second semester will be notified on or before November 1.
- C. Upon return the teacher shall be entitled to advance to the next level on the salary schedule, receiving the benefit of the salary increase while on leave, providing all requirements of the Sabbatical leave policy have been fulfilled satisfactorily in the judgment of the superintendent.



- D. During said Sabbatical leave, the teacher shall be considered to be in the employ of the Board, shall have a contract and shall be paid one half of his/her annual salary and receive full insurance benefits.
- E. The teacher shall give written notification to the Superintendent of either his/her intention to return or request an extension by no later than December 1 for the first semester or May 1, of the last semester of leave.

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**ARTICLE XVI**  
**UNPAID LEAVES OF ABSENCE**

- A. A leave of absence of (one year with the second year at the Board's discretion) may be granted to a tenure teacher upon application for the purposes of participating in exchange teaching programs to other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full time participant in such program; or a cultural travel or work program related to his/her professional responsibilities, provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the next step of the salary schedule.
- B. A leave of absence of one year shall be granted to a tenure teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon returning from such leave, such teachers shall be placed at the next step on the salary schedule.
- C. A leave of absence for one year may be granted to a tenure teacher for the purpose of campaigning for or serving in a public office. The leave may be granted for no more than one year provided a suitable replacement is available for the period.
- D. Leaves of absence for the purpose of illness and/or disability (i.e.; scheduled surgery, childbirth) are available to those teachers when they are unable to work because of such disability and have exhausted all available sick leave. Such leaves shall commence when the teacher is no longer able to adequately perform the duties to which he/she is regularly assigned and shall last, until such time as, he/she is able to assume those duties, but not more than one year and the leave may be renewed at the discretion of the Board.

In case any dispute as to whether a teacher, under this provision, is able to adequately perform the duties to which he/she is regularly assigned, the physician who has treated the teacher ~~throughout the disability shall make the final and binding determination unless the Board desires an additional opinion from a mutually selected physician by the Board and teacher at Board expense.~~

- E. A teacher may use her accumulated sick leave for disabilities caused or contributed to by pregnancy or childbirth.

- F. A leave of absence shall be granted to any teacher of a newborn child. It is further provided that:
1. The initial leave period may be for the duration of the semester when leave was granted, plus two consecutive semesters excluding a summer. The leave may at Board discretion be extended up to a period of two (2) school years by the written request of the teacher.
  2. A teacher may commence said child care leave any time after the birth of the child and she is physically able to perform her teaching responsibilities.
  3. In the event of death of the child, the leave of absence may be terminated upon request of the teacher if a position is available.
- G. A member of the bargaining unit upon the adoption of a child shall be granted, upon application to the Board, a leave of up to one year with a second year's extension at the Board's discretion.
- H. A leave of absence shall be granted to any teacher upon application who is inducted into the Armed Services of the United States. Upon return from such leave, the 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 the period of time covered by his induction.
- I. A leave of absence of not less than 90 days shall be granted to any teacher upon written application in case of illness of the immediate family. The teacher shall give written notification to the Superintendent by no later than November 1, or February 1 of the semester of leave of either his/her intention to return or request for an extension of the leave. Extension may be given upon recommendation of the Superintendent and approval of the Board.
- J. A teacher that is unable to teach because of personal illness or disability and who exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or injury, up to one year and the leave may be renewed at the discretion of the Board.
- K. Leave may be granted at the discretion of the Board upon application for special programs to advance the teacher's training to meet specific needs in the District or for study related to the teacher's field.
- L. Upon the expiration of an unpaid leave of absence, seniority and pay level shall be retained but will not continue to accumulate with an unpaid leave.



**ARTICLE XVII**  
**NEGOTIATION PROCEDURES**

- 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 signed amendment to this agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district.
- C. As long as the parties are engaged in target specific bargaining, it is agreed that equity is an important factor to be considered. CEA and the Board shall share in the obligations of negotiations and quarterly meetings.

**ARTICLE XVIII**  
**GRIEVANCE PROCEDURE**

- A. A claim by the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement or Board policy may be processed as a grievance as hereinafter provided. For the purpose of this article, all referred to days shall be school days.

Step 1: Within five (5) days of the occurrence, the teacher shall discuss the problem with the building principal.

Step 2: If the Association does not believe the problem has been resolved, within five (5) days of the discussion with the principal the Association shall file a written grievance with the building principal and a written decision is required within five (5) days.

Step 3: Within five (5) days, if the teacher or the Association believes the decision incorrect or incomplete, the written grievance shall be transmitted to the superintendent or his/her designee. Within five (5) school days, the superintendent or his/her designee shall meet with the teacher or the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meetings, and shall furnish a copy thereof to the aggrieved teacher and the Association.

Step 4: Within seven (7) days, if the Association believes the decision incorrect or incomplete, the written grievance shall be transmitted to the Board of

Education or a designated Board committee. The Board will review the grievance no later than the next regular meeting. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter.

Step 5: If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the period above provided, the grievance may be referred for arbitration to the American Arbitration Association. Referral to the American Arbitration Association must take place within ten (10) days after the decision of the Board, or if no disposition has been made by the Board within the period above provided, within seventeen (17) days after the date it was submitted to the Board.

B. If the parties cannot agree on the identity of the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. 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. Each party shall bear the full cost for its side of the arbitration and will pay one half (1/2) the cost for the arbitrator. The Association shall have the right to process a grievance to arbitration.

C. Powers of the arbitrator are subject to the following limitations:

1. He/She shall have no power to decide any question which is within the jurisdiction of the Civil Rights Commission, the Michigan Employment Relations, or Teachers' Tenure Commission or to decide a grievance which is based upon an alleged violation of a Board Policy.
2. He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement including salary schedules.
3. He/She shall not consider more than one grievance at the same time, except upon express written mutual consent, and then only if they are of a similar nature.
4. His/Her power shall be limited to deciding whether the Board has violated the express articles or sections of the agreement.
5. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first determine the arbitrability of the grievance. A case that is ruled non arbitrable shall be referred back to the parties without decision or recommendation on its merits.
6. Any topic that constitutes a prohibited bargaining subject under Section 15 of the Public Employment Relations Act.



- D. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- E. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15, of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible.
- F. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation. The personnel file of the teacher shall not reflect in any way that a grievance was filed.
- G. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. No grievance shall be adjusted that is inconsistent with the terms of this agreement.
- H. When and if it is necessary for a member of the Association to attend a meeting involving school administrators, during school hours, for the purposes of processing a grievance; there will be no deduction in pay for the person or persons involved in such procedures.

**ARTICLE XIX**  
**MISCELLANEOUS PROVISIONS**

- A. If any provision of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed void and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect during the life of the agreement.
- B. Copies of this agreement shall be posted to the District's website.
- C. On scheduled student attendance days if the students are not present because of conditions not within the control of school authorities, teachers will not be required to be present. If students are sent home after the school day has begun due to any reason other than inclement weather, teachers may be required to remain. School buildings will be open, if possible, to permit teachers to work in the buildings if they so desire.
- D. If it is necessary, in the opinion of the Board or its representative, for a teacher to use his/her private vehicle for professional services, the teacher shall be paid at a rate per mile as established by the Bureau of Internal Revenue guidelines. Such rate shall be



adjusted effective January 1, of each year to reflect the Bureau of Internal Revenue guidelines.

1. All in-county mileage and mandated out-of-county mileage will be reimbursed at the contractual rate. The reimbursement rate is determined by using the Bureau of Internal Revenue guidelines.
  2. All out-of-county travel requested and approved will be reimbursed at the "actual cost of gas." A reimbursement request must be accompanied by a receipt.
- E. The teacher's regular salary shall be paid in envelopes biweekly in 20 (21 pays if the 20th pay day occurs before the end of school calendar) or 26 pays, and provisions shall be made for deductions by the Board and remitted to the appropriate agencies.

## **ARTICLE XX CALENDAR**

- A. The parties agree that the school calendar shall be set forth in Appendix B. There shall be no deviation from or change in this school calendar except by mutual agreement of the Board and the Association. It is agreed, however, that work days may be rescheduled by the Board, in the event such is necessary in order to meet the minimum number of student instruction days or hours required by law. It is understood that rescheduled days shall be considered as part of the regular school year and no employee shall receive additional compensation for those days. The dates of the rescheduled days shall be determined by the Board and Association.

## **ARTICLE XXI TEACHER COMPENSATION**

- A. The basic salaries of teachers covered by this agreement are set forth in Appendix C-1 which is attached to and incorporated in this agreement. Such salary shall remain in effect during the designated periods.
- B. The Board may credit newly hired teachers for years of experience in other districts at its discretion.
- C. Advancement to the next level on the salary schedule shall be effective at the beginning of the school year and after completion of the first half of the school year upon the presentation to the Superintendent proof of completion of credits or degrees. Such proof must be submitted before October 1, for the beginning of the school year and on or before March 1, for the second half of the school year.

- D. As of September 6, 2016, any new graduate credits earned beyond the MA level, or new college credits earned beyond the MA level that meet the state continuing education requirements, shall be applied for compensation on the MA + 15 or MA + 30 level salary schedule. As of September 6, 2016, any other new course work credited beyond the MA level may be applied for compensation on the MA + 15 or MA + 30 level salary schedule subject to approval by the superintendent.
- E. The Master Contract Hourly Rate for teaching in addition to the teacher's regular schedule is defined in Appendix D. All professional teaching assignments of 12 months duration shall be compensated at the rate of 1.33 of the appropriate step on the current salary schedule, compensation will continue on the basis of the previous contract until such time as the new agreement is ratified. The difference in pay will be retroactive to the beginning of the individual's current contract. Whether a contract is a 12 month contract or a rider issued to a regular contract shall be at the discretion of the Board of Education and its representative.
- F. Nonprofessional duties may be refused by the involved teacher.
- G. Upon leaving the employment of the district after ten years, a teacher shall be reimbursed for all accumulated sick leave. Such reimbursement shall be computed by multiplying the number of unused sick days times \$50 per day. Payment will be made at the time of severance of employment.
- H. Individuals with \$1,500.00 or more accumulated unused-sick leave pay shall have benefit deposited as a lump sum distribution to an approved Special Pay Plan as defined by IRS rules and regulations. The Capac District plans are managed by MidAmerica, Administrative and Retirement Solutions', Inc. Plan detail is available at Central Office. Accumulated unused sick time of less than \$1,500.00 will receive benefit through the district's payroll.

## **ARTICLE XXII INSURANCE PROTECTION**

- A. The Board shall provide to all full time teachers insurance protection on one of the following plans. The Board will provide MESSA Plan A or Plan B as follows.

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Any insurance premiums required to be paid by the employees will be on a pre-tax basis.

**Plan A:**

- MESSA ABC Plan 1
- Delta Dental 80/80/50 \$1,000 maximum orthodontist



- Life Insurance \$40,000 AD&D
- Vision VSP2
- \*MESSA (LTD)

Plan B for those not needing health insurance:

- A two thousand dollar (\$2,000.00) per contract year subsidy to apply to MESSA options or tax sheltered annuity
- Delta Dental (same as plan A)
- Life Insurance \$40,000 AD & D
- Vision (same as plan A)
- \*MESSA (LTD)

\*MESSA Long Term Disability (LTD)

- 66.6% of pay to max of \$3,500 per month
- 120 day waiting period
- freeze on offsets
- 2 year limit on drug/alcohol and mental/nervous disabilities

For 2018-2019 school year and beyond, the Board will determine, at its sole discretion, how it will comply with PA 152 which requires that a public entity limit how it provides health care benefits for its employees. For the 2018-2019 school year, the Board has elected to pay 80% of the health care premiums for each covered employee, requiring each covered employee to contribute 20% of the health care premiums as well as the deductible for the health care plan selected, as identified above. For the 2019-2020 school year, Board contribution will be determined by the Board of Education.

B. The Board shall make payment of 80% of the insurance premiums for each employee to assure insurance coverage for the full twelve month period commencing January 1, and ending December 31, for all employees who complete their contractual obligation. If an employee terminates his/her employment for reasons other than illness prior to June, his/her subsidy shall terminate on the first of the month following. In instances where the cost of the coverage exceeds the amount of the subsidy, the School Board shall make provisions for the excess to be payroll deducted.

C. For purposes of clarification, it is understood that for each semester worked, six months of benefits will be paid by the Board subject to the employee's contribution as required under PA 152.

D. The Board shall provide in compliance with PA 152, to part-time teachers either Plan B or they shall pay the portion of Plan A according to their part-time status and in compliance with PA 152

**ARTICLE XXIII  
DEPARTMENT HEADS K-12**

A. Divisions of departments:

1. Language arts
2. Fine arts
3. Math
4. Physical education/health
5. Science
6. Social studies
7. Vocational
8. Special Education

All Teachers shall work in at least one of the above departments.

B. A job description for this position will formally be adopted by the Board.

C. Department heads must meet the following:

1. Tenure teacher
2. Major or minor field and/or Highly Qualified

D. Selection

1. Position posted in May and filled for two schools years.
2. After five (5) days, a committee composed of the building principals, the curriculum director and three (3) representatives from the Association will meet and, if possible, select two (2) candidates for each position.
3. Final selection of the department heads will be made by the superintendent.
4. The final selection of department heads will not be later than July 1.

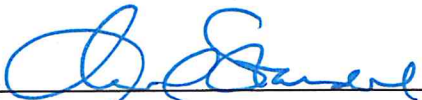
E. The stipend for Department Heads shall be 5% paid on the BA/BS 4 Step Salary Schedule according to the Appendix C-1 Schedule.


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**ARTICLE XXIV  
DURATION OF AGREEMENT**

The terms and conditions of this agreement shall be effective as of the date of signing. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

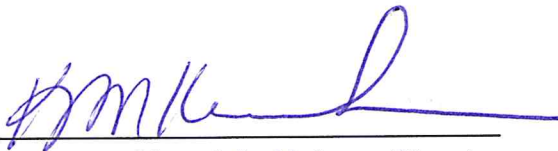
BOARD OF EDUCATION NEGOTIATION TEAM

  
\_\_\_\_\_  
Monica Standel, Board President

  
\_\_\_\_\_  
Jeff Terpenning, Superintendent

CAPAC EDUCATION ASSOCIATION

  
\_\_\_\_\_  
Mary Sokacz, CEA President

  
\_\_\_\_\_  
Kathleen Kuretich, Uniserv Director

Date of signing: September 2018

APPENDIX A  
CAPAC COMMUNITY SCHOOL DISTRICT  
GRIEVANCE PROCEDURE REPORT

Submit in Triplicate

STEP I

A. Date problem was informally discussed with supervisor.

STEP II

A. Date cause of grievance occurred.

B. Date grievance was given in writing to supervisor.

C. Statement of grievance and relief sought.

\_\_\_\_\_/\_\_\_\_\_  
Signature of Grievant                      Date

D. Disposition of supervisor.

\_\_\_\_\_/\_\_\_\_\_  
Signature of Supervisor                      Date

E. Grievant and Association position.

\_\_\_\_\_/\_\_\_\_\_  
Signature of Grievant                      Date

\_\_\_\_\_/\_\_\_\_\_  
Signature of Supervisor                      Date

STEP III

A. Date received by Superintendent or Designee.

---

B. Disposition of Superintendent or Designee.

\_\_\_\_\_/\_\_\_\_\_  
Signature                                              Date

C. Position of Grievant and Association.

\_\_\_\_\_/\_\_\_\_\_  
Signature of Grievant      Date

\_\_\_\_\_/\_\_\_\_\_  
Signature of Association      Date

**STEP IV**

A. Date received by Board of Education or Designee.

B. Disposition by Board.

\_\_\_\_\_/\_\_\_\_\_  
Signature of Board Member      Date

C. Position of Association

\_\_\_\_\_/\_\_\_\_\_  
Signature of Grievant      Date

\_\_\_\_\_/\_\_\_\_\_  
Signature of Association      Date

**STEP V**

A. Date submitted to arbitration.

B. Decision of Arbitrator attached.





APPENDIX B

CAPAC COMMUNITY SCHOOL DISTRICT  
SCHOOL CALENDAR  
2018-19

SNOW DAY MAKE UP

If more snow days occur than what the State of Michigan allows, they will be made up at the end of the school year or dates and times set by the District during the school year.

APPENDIX B-1 (Calendar)  
CAPAC COMMUNITY SCHOOL DISTRICT

Capac Community Schools 2018-2019 Calendar

**July 2018**

We	Th	Fr	Sa
4	5	6	7
11	12	13	14
18	19	20	21
25	26	27	28

**August 2018**

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	

**September 2018**  
(18 Student, 18 Teacher)

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						

**October 2018**  
(18 Student, 23 Teacher)

We	Th	Fr	Sa
3	4	5	6
10	11	12	13
17	18	19	20
24	25	26	27
31			

**November 2018**  
(20 Student, 20 Teacher)

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	

**December 2018**  
(15 Student, 16 Teacher)

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					

**January 2019**  
(18 Student, 19 Teacher)

We	Th	Fr	Sa
2	3	4	5
9	10	11	12
16	17	18	19
23	24	25	26
30	31		

**February 2019**  
(18 Student, 18 Teacher)

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		

**March 2019**  
(16 Student, 16 Teacher)

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						

**April 2019**  
(18 Student, 20 Teacher)

We	Th	Fr	Sa
3	4	5	6
10	11	12	13
17	18	19	20
24	25	26	27

**May 2019**  
(22 Student, 22 Teacher)

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	

**June 2019**  
(9 Student, 9 Teacher)

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						

ed  
ak - No School

**Totals**  
180 student days

Full-day 8:00-2:57 (377 min)  
Half-day 8:00-11:30 (210 min)

11-1/2 days (2,310 mins)  
169 full days (63,713 mins)



## Capac Community Schools 2018-2019 Calendar

### Appendix B Capac Community School District School Calendar 2018-2019

Date	Activity
August 27 <sup>th</sup>	No students/New Teacher PD
August 28 <sup>th</sup>	No students/ Teachers report-Full-day Admin. Program/Professional Development
August 29 <sup>th</sup>	No students/ Teachers Full-day Professional Development
August 30 <sup>th</sup>	No students/ Teachers Full-day Professional Development
September 3 <sup>rd</sup>	Labor Day
September 4 <sup>th</sup>	First day of school
October 4 <sup>th</sup>	Half-day for students
October 4 <sup>th</sup>	Half-day Teacher Professional Development
October 18 <sup>th</sup>	Half-day students
October 18 <sup>th</sup>	Parent-Teacher Conferences, 12:30-3:00 and 5:30-8:00
October 19 <sup>th</sup>	Half-day all; Teachers and students
November 2 <sup>nd</sup>	End of 1 <sup>st</sup> Marking Period
November 21 <sup>st</sup>	Half-day all; Teachers and students
November 22 and 23 <sup>rd</sup>	Thanksgiving Break
December 5 <sup>th</sup>	Half-day students
December 5 <sup>th</sup>	Half-day Teacher Professional Development
December 21	Winter break starts at the end of da
January 7 <sup>th</sup>	Classes resume
January 18 <sup>th</sup>	End of 1 <sup>st</sup> semester
Februa 6 <sup>th</sup>	Half-day students
Februa 6 <sup>th</sup>	Half-day Teacher Professional Development
Februa 15 <sup>th</sup> -18 <sup>th</sup>	Mid-Winter Break
March 7 <sup>th</sup>	Half-day students
March 7 <sup>th</sup>	Parent-Teacher Conferences, 12:30-3:00 and 5:30-8:00
March 8 <sup>th</sup>	Half-day all; Teachers and students
March 22 <sup>nd</sup>	End of 3 <sup>rd</sup> Marking Period
March 25 <sup>th</sup> -29 <sup>th</sup>	Spring Break
April 19 <sup>th</sup> -22 <sup>nd</sup>	Easter Break
April	Testing Month
Ma 1 <sup>st</sup>	Half-day students
May 1 <sup>st</sup>	Half-day Teacher Professional Development
Ma 24 <sup>th</sup>	Half-day all; Teachers and students
Ma 27 <sup>th</sup>	Memorial day , no school
June 12 <sup>th</sup>	Half-day all; Teachers and students
June 12 <sup>th</sup>	Last day of school
June 12 <sup>th</sup>	End of 2 <sup>nd</sup> semester

#### Snow Day Make Up

If more snow days occur than what the State of Michigan allows, they will be made up at the end of the school year or dates and times set by the District during the school year.

## Appendix B-2

### Capac Community School District Professional Development Hours

The State of Michigan requires that every hour of Professional Development be documented for each teacher. New teachers (1-3 yr.) must use this form to list their professional development hours and cannot opt out of any Capac in-service. Teachers with more than 3 years in the district must use this form if they wish to replace up to 6 hours Capac District in-service hours with outside of school hours conference time. All conferences based with replacement hours must have been previously approved by the superintendent. Use the following codes for type of conference hours.

#### **Definitions:**

1. **Sustained, work-embedded, focused on teacher growth, directly related to student achievement.** The number of hours of professional development acquired through collegial work at the building, district, or regional level that relates to student achievement. Professional development must be connected to the School Improvement Plan.
2. **Mentoring or being mentored.** The number of hours of professional development the teacher acquired for the purpose of advancing mentoring skills or advancing classroom skills of a new teacher during his/her first three years in the profession.
3. **Workshops or conferences.** The number of hours of participation in one-day or short-term professional development provided by LEAs, ISDs, higher education institutions, regional math/science centers, professional organizations, etc.
4. **Coursework.** The number of hours of professional development acquired through continuing education courses taken for credit at an institution of higher education.
5. **Highly qualified status.** The number of hours of content-specific professional development acquired for the purpose of documenting highly qualified status.
6. **State-level or institution of higher education content-specific service or committee.** The number of hours of professional development acquired through state-level or institution of higher education content-specific service or committee.
7. **Virtual learning.** The number of hours of content-specific professional development through online delivery or other distance learning experiences.
8. **Administrator continuing education.** The number of hours of leadership professional development acquired for the purpose of fulfilling the continuing educational requirements of administrators.









Appendix C

Capac Community Schools District Salary Schedule

2018-2020 Salary Schedule *(Reflects 10% reduction imposed June 15, 2013)*

Step	BA	Step	BA+18	Step	MA	Step	MA+15	Step	MA+30
0	30,508	0	32,031	0	33,537	0	35,081	0	36,612
1	32,855	1	34,400	1	35,942	1	37,488	1	39,029
2	35,203	2	36,766	2	38,328	2	39,886	2	41,450
3	37,544	3	39,132	3	40,716	3	42,292	3	43,877
4	39,904	4	41,502	4	43,100	4	44,697	4	46,296
5	42,251	5	43,868	5	45,486	5	47,104	5	48,715
6	44,599	6	46,233	6	47,870	6	49,502	6	51,142
7	46,948	7	48,605	7	50,256	7	51,910	7	53,562
8	49,297	8	50,970	8	52,644	8	54,313	8	55,983
9	51,642	9	53,338	9	55,030	9	56,718	9	58,412
10	56,071	10	57,849	10	59,619	10	61,399	10	63,170

For the 2018-19 school year, only the 7 teachers at the bottom of the salary schedule shall receive a one-step wage increase. The District and the Association have conferred regarding the identity of those 7 teachers. At the beginning of the 2018-19 school year, those teachers who will not receive a “step” wage increase, shall receive a 1.0% off schedule payment (subject to MPERS employer contribution) for services rendered to be paid in September 2018 and a 1.0% off schedule one-time bonus (not subject to MPERS employer contribution) to be paid in March 2019.

The parties agree to re-open the contract to discuss wages only on or about November 1, 2018 and November 1, 2019. The parties agree that additional financial consideration will only be extended to the Association if the District’s projected fund balance is at or above 8% for the 2018-19 and again in the 2019-20 school year.

The Board shall adopt policies to comply with Section 164h (1) (d) of the State Aid Act regarding merit pay under MCL 380.1250. The parties also agree to an attendance incentive which provides teachers with the following compensation:

Absences	Compensation
0	\$250
1-2 days absent	\$150
3-4 days absent	\$50

To have zero absences, a teacher must be present, at school, for all teacher contract days, and during all hours that teachers are expected to be present at school. Approved school business day absences will not count as an absence.

## Appendix D

### Capac Community School District Extra Duty Schedule

	<u>Years' Experience</u>				
	0	1	2	3	4
<b><u>GROUP I</u></b>	10%	10 1/2%	11%	11 1/2%	12%
Head Varsity Boys' Basketball					
Head Varsity Girls' Basketball					
Head Varsity Football					
<b><u>GROUP II</u></b>	8%	8 1/2%	9%	9 1/2%	10%
Head Varsity Baseball					
Head Varsity Girls' Softball					
Head Varsity Golf					
Head Varsity Cross Country					
Head Varsity Boy's Track					
Head Varsity Girls' Track					
Head Varsity Volleyball					
Head Varsity Wrestling					
Instrumental Music					
<b><u>GROUP III</u></b>	6%	6 1/2%	7%	7 1/2%	8%
Head J. V. Baseball					
Head J. V. Softball					
Head J. V. Boys' Basketball					
Head J. V. Girls' Basketball					
Head 9th Grade Boys' Basketball					
Head 9th Grade Girls' Basketball					
Head J. V. Football					
Head 9th Grade Football					
Head J. V. Volleyball					
Head 9 <sup>th</sup> Grade Volleyball					
Vocal Music					
FFA Advisor					
<b><u>GROUP IV</u></b>	5%	5 1/2%	6%	6 1/2%	7%
Assistant Varsity Baseball					
Assistant Varsity Boys' Basketball					
Assistant Varsity Girls' Basketball					
Assistant Varsity Cross Country					
Assistant Varsity Football					
Assistant Varsity Golf					
Assistant Varsity Boys' Track					
Assistant Varsity Girls' Track					
Assistant Varsity Volleyball					
Assistant Varsity Wrestling					



Appendix D (continued)

Capac Community School District  
Extra Duty Schedule

	<u>Years Experience</u>				
	0	1	2	3	4
<u>GROUP IV</u>	5%	5 1/2%	6%	6 1/2%	7%
Assistant Varsity Softball					
Head 8th Grade Boys' Basketball					
Head 8th Grade Boys' Track					
Head 8th Grade Football					
Head 8th Grade Girls' Basketball					
Head 8th Grade Girls' Track					
Head 8th Grade Girls' Volleyball					
Head 8 <sup>th</sup> Grade Wrestling					
Head 7th Grade Boys' Basketball					
Head 7th Grade Boy's Track					
Head 7th Grade Football					
Head 7th Grade Girl's Basketball					
Head 7th Grade Girl's Track					
Head 7th Grade Girls' Volleyball					
Head 7 <sup>th</sup> Grade Wrestling					
High School Intramural					
Middle School Intramural					
Varsity Cheerleading					
<u>GROUP V</u>	4%	4 1/2%	5%	5 1/2%	6%
Assistant J. V. Boys' Basketball					
Assistant J. V. Football					
Assistant J. V. Girls' Basketball					
Assistant J. V. Volleyball					
Assistant 9th Grade Boys' Basketball					
Assistant 9th Grade Football					
Assistant 9th Grade Girls' Basketball					
Assistant 8th Grade Boys' Basketball					
Assistant 8th Grade Boys' Track					
Assistant 8th Grade Football					
Assistant 8th Grade Girls' Basketball					
Assistant 8th Grade Girls' Track					
Assistant 8 <sup>th</sup> Grade Volleyball					
Assistant 8 <sup>th</sup> Grade Wrestling					
Assistant 7th Grade Boys' Basketball					
Assistant 7th Grade Boys' Track					
Assistant 7th Grade Football					
Assistant 7th Grade Girls' Basketball					
Assistant 7th Grade Girls' Track					
Assistant 7 <sup>th</sup> Grade Volleyball					





Appendix D (continued)

Capac Community School District  
Extra Duty Schedule

	<u>Years Experience</u>				
	0	1	2	3	4
<u>GROUP V</u>	4%	4 ½%	5%	5 ½%	6%
Assistant High School Intramural					
Assistant Middle School Intramural					
Debate					
Forensics					
Girls' Athletic Association					
High School Play (per play)					
High School Student Council					
Business Professionals of America					
Quiz Bowl					
7 <sup>th</sup> and 8 <sup>th</sup> Grade Cheerleading					
Junior Varsity Cheerleading					
9 <sup>th</sup> Grade Cheerleading					
<u>GROUP VI</u>	3 1/2%				
High School Newspaper					
High School Yearbook					
Junior High Student Council					
Elementary Student Council					
<u>GROUP VII</u>	2 1/2%				
Senior Class Sponsor (2)					
Junior Class Sponsor (2)					
SADD					
Safety Patrol					
National Honor Society					
<u>GROUP VIII</u>	1 1/2%				
Sophomore Class Sponsor (2)					
Freshman Class Sponsor (1)					
8th Grade Class Sponsor (1)					
7th Grade Class Sponsor (1)					
Mentor Teacher					
<u>GROUP IX</u> - Master Contract Hourly Rate \$25.00					
After School Clubs/Activities that have been pre-approved by the Superintendent					

Appendix D (continued)

Capac Community School District  
Extra Duty Schedule

- A. The above percentages will be paid on the BA/BS 4 Step of the Salary Schedule.
- B. If a person is promoted within the system from a position to a Head Varsity position within the same sport, one year of experience shall be applied for every two years' experience in that position. All other promotions within the same sport shall treat experience at par.
- C. Upon recommendation of the athletic director, head coach, high school principal and with Board approval, assistant coaches shall be provided for each sport when the program warrants such action.
- D. Whenever the future of an extracurricular activity is jeopardized by low numbers of student participants, a meeting of the athletic director, high school principal, head coach, and union president or designee shall be held to develop a recommendation for restructure or cancellation of the program. Restructuring may include salary, scheduling, transportation, responsibilities, and other factors. In cases of activities other than sports, a meeting will be held and a recommendation will be developed by the relevant parties involved. The Board has the right to accept or reject the above recommendation.
- E. Adult Education, Summer School, Saturday School, and Credit Recovery teachers will be paid \$25 per hour upon pre-approval by the Superintendent.

Teachers shall receive a minimum of two hours of compensation ("no show" pay) regardless of whether students are present for the course.