

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE LEONA GROUP, LLC and CESAR CHAVEZ ACADEMY**

And

**MICHIGAN ALLIANCE OF CHARTER SCHOOL TEACHERS AND STAFF, AFT
MICHIGAN, AMERICAN FEDERATION OF TEACHERS, AFL-CIO**

For the period

July 1, 2014 – June 30, 2016

TABLE OF CONTENTS

Article I	Recognition	4
Article II	Savings Clause	4
Article III	Duration	5
Article IV	Successor Agreement	5
Article V	Reopener	5
Article VI	Organizational Security	5
Article VII	Union Rights	6
Article VIII	Management Rights	7
Article IX	Job Vacancy and Posting	7
Article X	Successorship	8
Article XI	Consultation	8
Article XII	Grievance, Mediation, and Arbitration Procedure	8
Article XIII	Reserved	10
Article XIV	Notice of Resignation	10
Article XV	Layoff and Recall	11
Article XVI	Integration Clause; Captions; Construction	12
Article XVII	Opportunity to Provide Additional Services	13
Article XVIII	Interview Process	13
Article XIX	Duty Hours, Workload, Designated Breaks	13
Article XX	Leaves and Absences	14
Article XXI	Personnel Files	16
Article XXII	Discipline and Discharge	16
Article XXIII	Seniority	18
Article XXIV	Fair Treatment	19
Article XXV	Developing and Supporting Professional Practice and Participatory Leadership ...	20
Article XXVI	Communicating with the School Board	22

Article XXVII	Organizational Chart, Job Descriptions, Work Space, Instructional Materials, Supplies, Budget Requests, and Records Training	23
Article XXVIII	Academic Freedom and Freedom of Speech	23
Article XXIX	Class Size and Case Load	24
Article XXX	Assignments and Student Scheduling	24
Article XXXI	Instructional Planning and Preparation	25
Article XXXII	School Safety	25
Article XXXIII	Evaluations	26
Article XXXIV	Reserved	32
Article XXXV	Salaries	32

Appendices

Appendix A	Layoff Rubric
Appendix B	“Base” and “Buy-Up” Health Plan Information
Appendix C	Delta Dental PPO Summary of Dental Plan Benefits
Appendix D	Aetna Vision Preferred Benefit Description (eff. 7.1.14)
Appendix E	Guardian Life and LTD Benefit summaries
Appendix F	The Leona Group LLC Deferred Compensation Plan
Appendix G	2014/2015 Bargaining Unit Member Salary Worksheet
Appendix H	CCA Bonus System Rubric for 2015/2016
	Letter of Agreement (4.23.14 re: PD Goals, tentative PD/in-service schedule 2014/2015)

Article I. Recognition.

THIS AGREEMENT is entered into on _____, 2014 by and between THE LEONA GROUP, LLC (“TLG”) and the CESAR CHAVEZ ACADEMY (“CCA”) (CCA and TLG are referred to collectively as the “Employer”) and the MICHIGAN ALLIANCE OF CHARTER SCHOOL TEACHERS AND STAFF (MICHIGAN ACTS), AFT MICHIGAN, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter, referred to as the “Union”) (Separately a “Party” and collectively the “Parties”).

Section 1.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, of other conditions of employment for the following employees of Employer employed at CCA (which shall collectively be referred to as and constitute the “Bargaining Unit” herein):

All certified classroom teachers, licensed or certified guidance counselors, all college/vocational advisors and licensed or certified social workers, employed at CCA currently located at 8126 W. Vernor Highway, Detroit, Michigan; 4100 Martin Street, Detroit, Michigan; 6782 Goldsmith Street, Detroit, Michigan; and 1761 Waterman Street, Detroit Michigan; and 4130 Maxwell St.; but excluding administrators, managerial employees, non-professional employees, aides, paraprofessionals, technicians, office clerical employees, custodial employees, maintenance employees, food service employees, transportation employees, guards, supervisors (as defined in the National Labor Relations Act), and all other employees not specifically referenced herein. Recognition shall also extend to any other campuses later established by the charter contract between Saginaw Valley State University Board of Control and CCA.

Section 1.02 Any individual contract between the Employer and any member of the Bargaining Unit heretofore executed relating to wages, hours, terms and conditions of employment is hereby abrogated and superseded by the terms of this collective bargaining agreement.

Section 1.03 The appropriateness of the placement of any newly created position shall be collectively bargained. The Parties recognize that this Article is intended to preserve work currently performed by Bargaining Unit Members and to provide a process to determine appropriate placement of newly-created positions. Nothing in this Article is intended to change current Employer practices regarding hiring of employees.

Article II. Savings Clause.

This Agreement and all provisions herein are subject to all applicable laws. If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect and the Parties to the Agreements shall meet within ten (10) days for the purpose of reopening negotiations on the unlawful provision(s).

Article III. Duration

Section 3.01 This Agreement shall be effective from July 1, 2014 through June 30, 2016 and shall remain in full force and effect until a successor agreement has been reached between the Parties. During the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, or strike, or other illegal concerted activity. During the same period, the Employer will not lock out Bargaining Unit Members.

Article IV. Successor Agreement

Section 4.01 The Parties agree to enter into good faith negotiations for a successor agreement to this Agreement. Such negotiations shall commence no later than ninety (90) calendar days prior to the expiration date stated in Article III herein. Negotiations for a successor agreement will commence upon request of either Party, filed two weeks in advance or as otherwise mutually agreed. Nothing in this Article shall be construed to limit or abridge the rights of either Party under law.

Article V. Reopener

Section 5.01 Upon mutual agreement of the Union and the Employer, specific sections of the contract may be opened for revision.

Article VI. Organizational Security

Section 6.01 Upon receipt of an employee's signed authorization to deduct union dues, Employer shall deduct from the employee's pay the union dues set by the Union in accordance with Section 6.02 of this Article. Any such authorization card shall remain in effect until notice of revocation is provided to the Employer by the Union. The Parties understand that employees' decision to allow deductions for dues under this Article are voluntary.

Section 6.02 By August 15th of each year, the authorized representative of the Union shall certify in writing to Employer the authorized amount (expressed as a percentage of Bargaining Unit Members' salary) to be deducted from each union member's twice monthly paycheck for the payment of union dues for the succeeding 12 month period.

Section 6.03 Deductions shall be made from the first pay cycle after receipt of the signed authorization and from each subsequent check.

Section 6.04 Deductions provided for herein shall be remitted to the Union within thirty (30) days after the deduction was made. On January 15 and July 15 of each year, the Employer shall provide the Union with a record showing the amounts and dates of each Bargaining Unit Member's dues deductions.

Section 6.05 The Union shall indemnify, defend and hold the Employer harmless from any liability, loss, or expense, arising out of any claim, suit, judgment, or attachment arising out of the Employer's good faith compliance with this Article.

Section 6.06 Employer shall provide the Union with an updated list of Bargaining Unit Members when this Agreement is executed and ratified. Employer shall also provide the Union with notice of any new hires into the Bargaining Unit within 14 calendar days of the new hire's commencement of employment. Said notices shall include the Bargaining Unit Members' name, position, work location and current home address.

Article VII. Union Rights

Section 7.01 **Access:** Employer recognizes that authorized Union representatives ("Representatives") may need access to Bargaining Unit Members during non-instructional time within the instructional day. The Union recognizes the need for the Employer to ensure that its campuses operate efficiently and that leadership/administrative team members are not unduly burdened by frequent, prolonged or unannounced visits from any organization. Consistent with these principles, Representatives of the Union agree to follow the Board's visitor policy, including securing School Leader (or designee) approval for any visit to a CCA Campus; in return, the Employer agrees that authorized agents of the Union will not be unreasonably denied access to the school building. Authorized agents of the Union shall not be denied access to any Campus when a Bargaining Unit Member has a right to *Weingarten* representation.

Section 7.02 **Bulletin Board:** The Union shall have the right to post notices of union matters on a bulletin board in the lounges during mutually agreed upon time frames, such as before or after employee's hour of services or during lunch. The Employer shall provide a designated bulletin board at each worksite. Posted material will comply with the School's general policies (such as those related to non-discrimination, non-harassment, and decorum).

Section 7.03 **Mailboxes:** The Union shall be permitted to communicate with the employee through mailboxes and email accounts. The Union materials shall not be defamatory, obscene, or in violation of the law. If Bargaining Unit Member requests not to receive union materials, they may do so in writing to the Bargaining Unit Chairperson or their designee.

Section 7.04 **New Employees:** The Employer shall provide the Union with up to sixty (60) minutes to address new Bargaining Unit Members at a mutually agreeable time prior to the beginning of the academic year for students and during other new hire orientation periods. New Bargaining Unit Members may decline to participate in these introductory sessions by indicating so in writing to the Bargaining Unit Chairperson or their designee.

Section 7.05 **Meetings:** The Employer recognizes that Bargaining Unit Members may need to meet before or after the instructional day for the purposes of addressing school and union business. The Union recognizes a need for the Employer to ensure the safety of students and staff and that this requires their knowledge of who is in their facilities during these times. Consistent with these principles, the Employer agrees to allow Bargaining Unit Members to meet for the above purposes. For meetings that will include Bargaining Unit Member attendees who are not assigned to the campus where the meeting is requested, a Representative will place written request to schedule a meeting with the School Leader twenty four (24) hour before it occurs, unless mutually agreed otherwise. The School Leader will not unreasonably deny such requests. Non employee visitors or representatives who attend these meetings will utilize a sign in sheet.

Section 7.06 **Facilities:** The Employer shall permit Representatives to use building facilities for CCA-ACTS professional development workshops and school community and family events. Attendees who are not Bargaining Unit Members or Academy staff will follow the School's visitor policies. Visitors will utilize a sign-in sheet for events and meetings which take place outside of regular school hours. Attendees will not be unreasonably denied access to the building to attend meetings or events. If additional security, custodial, child care or other services are required due to the nature of the workshop, event, meeting, etc., the union will bear the costs of any such additional services. A Representative will make a request on an events request form to the School Leader for scheduling such events no later than five (5) work days before the event unless mutually agreed otherwise. The School Leader will respond within one work day of a request. If the request for an event is denied, the School Leader will provide written justification to the Bargaining Unit Chair or designee.

Section 7.07 **Phone Calls and Email Access:** The Employer will provide each Bargaining Unit Member with access to a serviceable desk, chair, and access to a telephone and computer for school business purposes; due to space and budget constraints, some employees may be assigned to resources which are shared with other employees. An email account will be made available to Bargaining Unit Members prior to the beginning of the student academic year or within five (5) days of new Bargaining Unit Members first day of work.

Article VIII. Management Rights

Section 8.01 Except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct operations and activities of the Employer and to supervise and evaluate employees, are vested solely and exclusively in the Employer. These rights include all powers, rights, authority, duties and responsibilities except as specifically limited or abrogated by the terms and provisions of this Agreement or prohibited by law.

Article IX. Article XVI - Job Vacancy and Posting

Section 9.01 When the Employer determines a vacancy or opening in a Bargaining Unit or administrative position at CCA will be filled, it will post the opening on the TLG jobs website (www.leonajobs.com) for a minimum of three (3) business days. An email will be sent to Bargaining Unit Members to notify them that a job vacancy has been posted.

Section 9.02 The posting will include a description of the position and the minimum required qualifications. Bargaining Unit employees may apply for such posted positions.

Section 9.03 Qualified internal applicants will be given priority and interviewed by the Employer before external applicants, unless the number of internal applicants creates an undue burden as determined by the Employer.

Section 9.04 Internal applicants who are interviewed will receive a written communication informing them if they are not selected for the position.

Article X. Successorship

Section 10.01 In consideration of the Union's execution of this Collective Bargaining Agreement, the Employer promises that in the event its operations covered by this Agreement are to be sold, conveyed, or otherwise transferred or assigned to any successor, the Employer shall require that the successor agree to: (1) offer employment to the affected Bargaining Unit Members in such operations and (2) recognize the Union as the exclusive representative of such employees. Immediately upon conclusion of such sale, conveyance, assignment or transfer of its operations, the Employer shall notify the Union of the transaction. Such notification shall be by certified mail to the Bargaining Unit Chair and shall be accompanied by documentation that the successorship obligations set forth in this Article have been satisfied.

Section 10.02 All disputes and claims arising under this Article, which are not settled by agreement, shall be settled by the machinery provided in the Grievance Arbitration Article of this Agreement.

Article XI. Consultation

Section 11.01 The Parties agree that effective operation of CCA requires respectful communication between the Union and the Employer. In an effort to maintain a relationship that is harmonious and non-adversarial, the Parties shall meet at least once each semester for the purpose of discussing employment issues that may arise. The meetings will be scheduled before or after school hours or during non-instructional work hours. Employees attending these meetings may receive release time from the Employer with no loss of pay.

If, after consultation meetings referenced above, workplace problems still exist, additional meetings may be scheduled with Representatives from the Union and Employer to discuss the implementation of employment policies, problems affecting employees generally, and questions relating to implementation of this contract.

Section 11.02 Where difference of opinion related to school-based decisions, policies or practices cannot be resolved, a mutually-agreed upon CCA Board of Directors ("Academy Board") member may be invited to participate in a follow-up consultation session to facilitate the resolution of these differences.

Article XII. Grievance, Mediation, and Arbitration Procedure

Section 12.01 Grievance:

- (a) A grievance shall be defined as a complaint by an employee, employee group, or the Union alleging that there has been a violation or misapplication of a provision of this Agreement. The Bargaining Unit Member may be represented at all levels of a grievance by a Union Representative. The grievant may also represent himself/herself. Prior to filing a formal grievance, the Bargaining Unit Members and the Union will make an effort to resolve the problem through an informal conference with an appropriate leadership team member. An informal conference shall take place prior to the date by which the formal grievance is due.

- (b) Extension of Limits: If a grievance is not processed by the grievant at any step in accordance with the time limits of the Article, it shall be deemed withdrawn. If the Employer fails to respond within the time limits, the grievance shall be automatically processed to the next step of the grievance procedure except to the arbitration step. All time limits may be waived by mutual consent in a written agreement.
- (c) Hearing and Meetings: Hearings and Meetings shall be scheduled by the Employer at mutually agreeable times and locations, which may be either during non-instructional working hours or outside of working hours. No employee shall lose any salary or benefits due to their participation.

Section 12.02 Formal Process:

- (a) Step One: The grievance shall be reduced to writing within ten (10) working days after the occurrence of the alleged violation or after the grievant or the Union knew or should reasonably have known of the alleged violation of the Agreement giving rise to the grievance. This shall be signed by the grievant and delivered to the School Leader. Within five (5) working days of receipt of the grievance, the School Leader, the grievant and a Union Representative shall meet and confer in an effort to resolve the grievance. A written memo detailing the School Leader's disposition of the situation shall be returned to the grievant and the Representative within five (5) working days after such meeting. In the event that a grievance concerns a matter of policy that is not within the authority of the School Leader, the Union will file a grievance at Step Two.
- (b) Step Two: If the grievant and/or the Union are not satisfied with the disposition of the grievance, they may, within five (5) working days after receiving the decision of the School Leader, appeal the grievance to the Human Resources Director or his/her designee; this appeal shall be in writing. Within ten (10) working days after receipt of the appeal, the Human Resources Director or his/her designee shall investigate the grievance and meet with the grievant and/or the Union Representative to discuss the grievance. The Human Resources Director or his/her designee will and render his or her decision in writing within five (5) working days of the meeting. A copy of this decision shall be delivered to the grievant and the Union Representative.
- (c) Step Three: Within ten (10) days of the receipt of the decision from the Human Resources Director or his/her designee, the Union shall, as a condition precedent to demanding arbitration, submit any dispute not resolved by the above steps to a mediator jointly selected by the Parties for purposes of settling the dispute without the need for any arbitration.

Section 12.03 Arbitration

- (a) If the grievance is not resolved by the decision at Step Three and the Union determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Employer within fifteen (15) calendar days of the Step Three meeting.
- (b) Within ten (10) working days after receipt of notice to arbitrate, the Union and the Employer will agree upon a mutually acceptable arbitrator and will obtain commitment

from the arbitrator to serve. If the Parties are unable to agree upon or obtain a commitment within ten (10) working days, a request list will be forwarded to the Federal Mediation and Conciliation Service (FMCS) within fifteen (15) working days of receipt of the Step Two answer. The Parties shall then be bound by the rules and procedures of the FMCS.

- (c) The arbitrator shall have no power or authority to make a decision which requires an act prohibited by law or which adds to, deletes from, or in any way changes, alters, or modifies the terms of this agreement.
- (d) The decision of the arbitrator shall be final and binding upon all Parties.
- (e) The cost for the services of the arbitrator shall be borne equally by the Union and the Employer.
- (f) At least 48 hours prior to the hearing the Union will provide in writing to the Employer a list of Bargaining Unit Members who will be attending the arbitration hearing who the Union wishes to be released from work to attend the arbitration. Upon timely submission of the Union's list, no more than three (3) appropriate Union officials and witnesses will be released on Employer time with pay to attend the arbitration hearing. Other Bargaining Unit Members in attendance at the hearing will not be paid unless they utilize their own paid time off.

Section 12.04 Miscellaneous

- (a) All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel file of the participants.
- (b) To the full extent permitted by law, this grievance and arbitration procedure also applies to any individual employee claim which would otherwise be the subject of an administrative or other legal/judicial proceeding, (e.g., a complaint filed with the Michigan Department of Civil Rights or other tribunal alleging discrimination, harassment or retaliation for the exercise of a statutory right, violations under the state and federal whistleblower statutes, and any other employment-related dispute between Employer and Bargaining Unit Members alleging wrongful termination or violation of law).

Article XIII. [Reserved]

Article XIV. Notice Resignation.

Section 14.01 Employer and the Union agree that in order for CCA to best serve its students, it is necessary that Bargaining Unit Members honor their contractual commitments. Bargaining Unit Members shall provide written notice of their resignation to their School Leader. To limit the disruption to the learning environment, members who resign shall provide at least 10 business days' notice to CCA prior to their resignation.

Article XV. Layoff and Recall

Section 15.01 A “Layoff” is the separation of an employee for lack of work or funds, without fault or delinquency on the employee’s part. The Employer will notify the Union in writing each time a Bargaining Unit Member(s) is/are being laid off. Employer agrees to provide the Union seven (7) days advanced written notice that it intends to issue Layoff notices.

Section 15.02 Employer shall notify in writing a Bargaining Unit Member of their layoff as soon as possible after the decision for layoff has been made. In no event shall the Employer give Bargaining Unit Members less than fourteen (14) calendar days’ written notice of their Layoff. In the event the Employer does not provide fourteen (14) calendar day’s written notice as specified herein, Employer will provide two week’s pay in lieu of notice. The Employer also agrees to provide the Union with a list of names of the Bargaining Unit Members being laid off; such union notices shall be contemporaneously sent with notices sent to Bargaining Unit Members being laid off.

Section 15.03 Layoffs shall be made in the following order, provided that the Bargaining Unit Members remaining employed after a Layoff are certified and highly qualified to teach in grades or subjects being reduced:

- (a) **Group 1:** Long-term substitutes.
- (b) **Group 2:** Employees who have not received a summative year-end evaluation.
- (c) **Group 3:** Second-year employees rated ineffective on their most recent year-end evaluation.
- (d) **Group 4:** Employees rated as “ineffective” on two consecutive evaluations in the two years immediately preceding the layoff.
- (e) **Group 5:** Employees rated as “ineffective” on two evaluations in the four years immediately preceding the layoff.
- (f) **Group 6:** Employees who have been rated as “effective” or “highly effective” and who do not otherwise fall within Groups 1 through 5.

Section 15.04 The Employer shall use the Layoff Rubric (attached as Exhibit A) to break a tie that occurs between two or more Bargaining Unit Members within any of the above six groups. If application of the Layoff Rubric does not resolve a tie between two or more Bargaining Unit Members subject to Layoff, then Layoffs shall occur in order of seniority, as defined in Article XXIII.

Section 15.05 In the event that there are open positions at other schools managed by TLG, TLG will provide all Bargaining Unit Members who are on lay off from CCA the opportunity to apply for those open positions. If a laid-off Bargaining Unit Member identifies a vacancy to which s/he would like to be rehired, they should make application and indicate his/her status as a laid-off Bargaining Unit Member. Written application may be made directly to the School Leader (of the school with the open position), to Human Resources or via the job posting/employment

website (www.leonajobs.com). Laid-off Bargaining Unit Members will have the opportunity to interview for such positions. They shall maintain this right for six (6) months from the date of layoff or until he/she refuses a position with TLG.

Section 15.06 Bargaining Unit Members shall be recalled to positions for which they are certified and highly qualified in reverse order of layoff when a vacancy occurs except that Bargaining Unit Members falling within Group 4 of Section 15.03 shall be ineligible for recall. It is the Bargaining Unit Member's responsibility to maintain his or her certification and to promptly provide documentation of the certification and qualification status to the School.

Section 15.07 Each Bargaining Unit Member shall be required to provide Human Resources written confirmation of a current address to which a letter of recall may be sent.

Section 15.08 If a recall opportunity exists, a letter shall be mailed to the Bargaining Unit Member, by certified mail, return receipt requested.

Section 15.09 A Bargaining Unit Member offered a recall opportunity must notify the Employer in writing of his/her decision within seven (7) days of receipt of the Employer's offer. Bargaining Unit Members who will be out of town for an extended period may so advise Human Resources so that accommodations may be arranged to ensure they receive the notice or it is otherwise agreed to extend the response period under this section.

Section 15.10 The recall rights set forth herein shall remain in effect for twelve (12) months from the date of layoff or until Bargaining Unit Member refuses a recall opportunity, fails to respond to a recall letter, submits their resignation, or accepts employment in another school district.

Article XVI. Integration Clause; Captions; Construction

Section 16.01 Entire Agreement. This Agreement, including the schedules and exhibits hereto, set forth the entire agreement and understanding of the Employer and the Union with respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of either the Union or the Employer.

Section 16.02 Captions. The section and paragraph headings contained in this Agreement are for convenience only and shall not be deemed to affect the meaning or interpretation of any provision of this Agreement.

Section 16.03 Construction. Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

Article XVII. Opportunity to Provide Additional Services

Section 17.01 If the Employer seeks to fill extracurricular positions connected to the Academy's programming, such as summer school, coaching, tutoring, staffing a program activity or event, qualified Bargaining Unit Members will be given priority to provide such services.

Article XVIII. Interview Process

Section 18.01 When the Employer is hiring for a position covered by this Agreement or an instructional coach position, the Employer will invite members from the Union Interview Committee to participate in the interview process in a timely manner. The Bargaining Unit Chair will provide this list of members on the Union Interview Committee to the Director of Human Resources by the end of May each year. When the Employer is hiring for a School Leader position, the Employer will invite the members from the Union Interview Committee to participate in the interview process in a timely manner provided that such an invitation does not cause undue disruption as determined by the Employer. Nothing herein shall limit the Employer's right to include additional Bargaining Unit Members in any of the processes provided for in this Article.

Article XIX. Duty Hours, Workload, Designated Breaks

Section 19.01 Calendar

- (a) Feedback from Bargaining Unit Members is welcomed in the development of the CCA school calendar which Employer attempts to coordinate with the school calendars promulgated by Wayne RESA and DPS. Employer will provide the Union with a proposed calendar fourteen (14) days before it is submitted to the Academy Board for final approval. The Union and Employer will convene a formal union-management session at a mutually-agreeable time to discuss suggestions and recommendations regarding the proposed calendar no later than seven (7) days prior to the submission of the proposed calendar for Academy board approval. The Parties will negotiate in good faith to resolve any disputes that they may have regarding the calendar, but recognize that the Academy Board, subject to the mandates of state and federal law, has sole authority to set the final school calendar. Where the Parties are unable to reach agreement on a final version of the calendar to submit to the Academy Board, the Union may provide an alternative version of the school year calendar which the Academy Board may also consider as it sees fit.
- (b) If calendar changes are made to a previously published calendar, all Bargaining Unit Members shall make all reasonable efforts to re-arrange any personal plans they've made under the old calendar. If Bargaining Unit Members cannot rearrange personal plans, they shall be held harmless from disciplinary action for time off taken based on time off requests that were approved prior to the publication of a revised calendar.
- (c) The schedule work year shall follow the CCA School calendar. No extension of the work year shall be permitted by advancing the beginning date, extending the closing date, adding to the number of workdays by altering holidays or vacation periods unless expressly provided for under the terms of this agreement or mandated by state law.

Section 19.02 Duty Hours

- (a) The regular work day for Bargaining Unit Members shall begin fifteen (15) minutes before students report and shall end fifteen (15) minutes after the close of the student school day; provided, however, that Bargaining Unit Members at the High School shall report to work thirty (30) minutes prior to student arrival and shall remain until thirty (30) minutes after student dismissal.
- (b) Permission to arrive later or leave earlier may be granted by the School Leader or Supervisor utilizing the school's time off request procedures. Each School Leader will communicate this procedure to Bargaining Unit Members, in writing, no later than the first day of school for students.
- (c) Bargaining Unit Members will be required to remain beyond the regular workday for faculty meetings and parent-teacher conferences. Within the first week of each semester, the School Leader will provide Bargaining Unit Members a calendar with the dates for faculty meetings and two (2) parent teacher conferences. Any deviation from this calendar will be communicated as far in advance as possible, but no less than twenty four (24) hours prior to a rescheduled conference or meeting. Employees will receive a written agenda for monthly faculty meetings in advance of each meeting to the greatest extent possible. Emergency situations do not require advance notification of employees to hold a meeting.
- (d) Bargaining Unit Members will on occasion be required to remain beyond the regular workday to attend team meetings, up to two (2) special events, school improvement meetings, tutoring, and parent meetings. When possible, the School Leader will provide notification of at least forty-eight (48) hours that a meeting is necessary. If a Bargaining Unit Member is asked by the School Leader to remain beyond the typical workday for such meetings, and is unable to perform this duty, the School Leader may reschedule the meetings or grant the Bargaining Unit Member exemption.

Section 19.03 Designated Breaks Employees will not be required to work during designated breaks (e.g. winter break, spring, summer break). The Employer is not required to provide work to employees during designated breaks. Every regular full-time school year active employee will continue to receive his/her contracted pay during designated breaks.

Article XX. Leaves and Absences

Section 20.01 Personal Leave

- (a) On July 1st or date of hire of each school year, all Bargaining Unit Members will receive their annual allotment of five (5) days personal leave. Those employees hired after the start of school will receive a pro-rated allotment of two hours personal leave per pay during the academic year.
- (b) Personal leave may be used for personal illness, for illness of a family member, and for personal business matters that cannot be reasonably scheduled outside of the workday.

- (c) Personal time may accrue from year to year. However, the total balance of personal time days cannot exceed a maximum of ten (10) days; provided, however, that nothing herein shall abridge any Bargaining Unit Member's entitlement on the date of ratification to previously accrued leave days in excess of the ten-day limit confined herein. Personal time does not accrue while an employee is on leave of absence.
- (d) Employees are expected to call their School Leader prior to the start of the workday to report an absence. If an employee anticipates an absence of several days they shall notify their school leader of their absences and expected date of return. If the Employee cannot return to work by their expected date of return, they shall provide their School Leader with as much notice as possible under the circumstances that they will not return as expected and provide an updated date of return at that time.
- (e) Emergency School Closures and Staff Safety: If an emergency such as severe weather or power failure requires a worksite to close, Bargaining Unit Members will be notified by the worksite's established emergency notification procedure in a timely manner. In the event of such closures, subject to their agreement to work any instructional days rescheduled due to school closures, Bargaining Unit Members shall not be required to report to their worksites nor shall they be required to make up or otherwise use personal leave days for the first three school cancellation dates of the school year. Any dates over and above the first three cancellation dates of the school year must either be (1) taken as personal leave or (2) worked in the Bargaining Unit Member's worksite.

Section 20.02 Bereavement Leave

- (a) Bargaining Unit Members will be granted up to three (3) days of paid bereavement leave for the death of an immediate family member. Immediate family includes spouse, parent/parent-in-law, stepparent, children, grandchildren, brother, sister, domestic partner, grandparent, or grandparent-in-law.
- (b) Bargaining Unit Members will be granted one (1) day of bereavement leave in the case of death of any other family member such as an aunt or uncle, aunt- or uncle-in-law, niece or nephew.
- (c) In the event of the death of an employee or a student who attends CCA, co-workers or teachers may attend the funeral, without loss of pay.

Section 20.03 FMLA Leave. Employer shall comply with the Family Medical Leave Act. All family medical leave shall run concurrently with any other type of leave the employee is eligible to receive hereunder.

Section 20.04 Other Paid Leave

- (a) Jury Duty: The Employer encourages employees to fulfill their civic responsibilities by serving jury duty when required. Bargaining Unit Members will not lose pay as a result of fulfilling this civic responsibility.
- (b) Military Duty: Military leave shall be granted in accordance with applicable law.

Section 20.05 An employee desiring return from leave of absence must notify the Employer in writing of their desire to return.

Section 20.06 No loss of seniority shall occur while the employee is on leave of absence taken hereunder. No additional seniority for purposes of layoff and recall shall be granted during leave of absence.

Article XXI. Personnel Files

Section 21.01 There shall be one official personnel file for every Bargaining Unit Member.

Section 21.02 A Bargaining Unit Member shall have the right upon request and by appointment to review the contents of his/her personnel file up to four (4) times per year. Each Bargaining Unit Member shall have the right, upon request, to review and reproduce any contents of his/her personnel file at no charge on the first request. A Representative of the Union may, at the request of the employee, accompany the employee in such reviews and may, upon written authorization by the employee, review and reproduce any contents of an employee's personnel file. The review or reproduction of the contents of an employee's personnel file shall be made in the presence of the record custodian or designee.

Section 21.03 A copy of any disciplinary or evaluative item placed in the employee's official personnel file shall be provided to the employee. In addition, items challenged under the provisions of the grievance procedure may not be placed in the employee's file until the grievance has been resolved pursuant to the provisions of the grievance procedure of this contract. The employee shall have the right to respond to any item(s) to be placed in his/her personnel file and have the response attached to such item. The employee's signature shall only indicate that he/she has read the item and shall not necessarily indicate agreement with its contents. When an employee refuses to sign an item a notation shall be placed indicating the employee was asked to sign but refused. Such refusal is not grounds for disciplinary action.

Section 21.04 Except as required by law, no one other than Human Resources' authorized personnel shall have access to an employee's personnel file without prior consent of the employee.

Article XXII. Discipline and Discharge

Section 22.01 All Bargaining Unit Members are expected to maintain high standards in their working relationships and in the performance of professional duties and to adhere to the Employer's rules and policies.

Section 22.02 No employee shall be disciplined without due process, as defined in this Article.

Section 22.03 The Employer shall have the right to discipline or discharge Bargaining Unit Members for just cause. When such is the case, discipline shall be appropriate considering all of the facts and circumstances. Appropriate discipline may include, depending on the seriousness of the offences and on the circumstances, discharge or any one or more of the progressive steps of discipline delineated in Section 22.05 of this Article.

Section 22.04 The Bargaining Unit Chair or designee will be given a copy of any written discipline or administrative leave imposed upon a Bargaining Unit Members within twenty-four (24) hours of such discipline.

Section 22.05 Progressive discipline shall generally include the following steps, although the Employer reserves the right to determine the appropriate level of disciplinary action considering the seriousness and the nature of the concern (for example, behaviors including use of corporal punishment, violation of law, or sexual misconduct involving minors.)

- (a) Disciplinary action will not be taken without first holding a meeting with the employee to gather information and give the employee an opportunity to respond.
- (b) Verbal Warning/Redirection: If investigation reveals that disciplinary action is warranted, the employee's School Leader or appropriate administrator shall hold a meeting with the employee to discuss the concern(s) or problem(s), share the information gathered in investigation, and give the employee an opportunity to receive coaching or redirection. Redirection may be communicated in writing, such as via memo or email, in order to ensure full and clear communication and clarity about expectations.
- (c) Written Reprimand: If the problem is not resolved over a reasonable period of time, or if the problem recurs, or if after investigation the problem is deemed to be sufficiently serious to require a Written Reprimand, such will be given to the employee. A written plan of action for improvement and/or expectations to be met will also be instituted.
- (d) If one or more Written Reprimand(s) have been administered and expectations outlined in the plan of action for improvement have not been met, the School Leader shall implement further disciplinary action appropriate for the situation. The choice to use any particular form of discipline will be based on the nature of the problem and on a desire to help the employee improve or correct his/her conduct or performance. Those formal disciplinary actions may include, but are not limited to, formal performance improvement plan, final warnings, disciplinary suspension without pay, and/or discharge.
- (e) Disciplinary Suspension or Discharge: To initiate suspension or dismissal, the School Leader shall deliver notice of discipline in written form to the employee in person. The notice shall contain a statement of the factual basis on which the suspension or dismissal is based, any rule, standard, expectation or regulation found to have been violated, and the penalty. The employee shall also be given a copy of any documentary materials upon which such action is based, unless such sharing of documentation would violate FERPA or other confidentiality requirements.

Section 22.06 An employee shall, at his/her request, be entitled to have a Representative of the Union present when being disciplined or during an investigation where discipline is contemplated for the employee.

Section 22.07 An employee shall receive notice prior to an investigative or disciplinary meeting, including information about the time, location and purpose of the meeting, unless they choose to waive this notice or unless the situation is of an emergency nature which prevents prior notice.

Section 22.08 When imposing discipline or discharge, confidentiality shall be maintained at all times. This shall not unduly restrict communication between managerial employees who have a need to know.

Section 22.09 Disciplinary action shall not be based on hearsay or anonymous complaints, unless investigation revealed that such complaints were meritorious.

Section 22.10 No employee shall be publicly reprimanded.

Section 22.11 Any employee shall be permitted to submit a response or rebuttal to any disciplinary action. The response shall be attached to the discipline document and shall be placed in the personnel file along with the discipline document.

Section 22.12 In order to investigate sensitive concerns or complaints, an employee may be placed on paid administrative leave while an investigation is conducted. If administration feels that safety or security may be at risk, the employee may be placed on unpaid administrative leave. Such action will communicate to the employee(s) in writing. Administrative leaves will be as brief as possible and the employee will be returned to active status, or be informed about disciplinary consequences, as soon as administratively practical.

Section 22.13 Employees may utilize the grievance procedure, outlined in Article XII, to appeal discharge or discipline.

Section 22.14 Employment is continual unless terminated in accordance with this Agreement.

Article XXIII. Seniority

Section 23.01 Seniority will be computed from the first date of hire and will mean the amount of time continuously employed as a member of the Bargaining Unit. The Employer will prepare and present to the Union an initial list of Bargaining Unit Members containing each Bargaining Unit Member's name, position, seniority and certification prior to October 1st of each academic year. The Union will have until December 1 of that academic year to assess the accuracy of the information contained on this list. Absent any objections by the Union, the list prepared by the Employer will be regarded as conclusive.

Section 23.02 Employees are required to deliver to the School Leader written notice of changes in their certification or academic degrees including majors/minors.

Section 23.03 Bargaining Unit Members who are on a leave of absence for one or more school years will continue to accrue seniority only during the first year of leave. Bargaining Unit Members who leave the Bargaining Unit altogether and perform other work for the Employer will have their seniority frozen until such time that they return to the Bargaining Unit. A Bargaining Unit Member will not accrue seniority while on lay-off, but will not lose previously accrued seniority if they recalled.

Section 23.04 A Bargaining Unit Member will not accrue or maintain seniority if he/she is no longer employed by the Employer.

Section 23.05 In the event of a tie in seniority, any employees with the same seniority date will be considered according to the last two digits of their social security number. The higher number created by the last two digits of an employee's social security number will constitute higher seniority.

Article XXIV. Fair Treatment

Section 24.01 The Employer and the Union recognize:

- (a) The Employer provides equal employment opportunity for all people without regard to race, color, religion, age, sex, national origin, non-disqualifying disability, veterans with non-disqualifying disabilities, veteran status, marital status, and any other protected characteristic under local, state or federal law.
- (b) Violations of either the Equal Opportunity or Non-discrimination policies should be reported immediately to the School Leader, Regional Vice President, Human Resources Manager, or Vice President of Human resources. A thorough investigation will be conducted. Employees can raise concerns and make reports without fear of reprisals.
- (c) The Employer cannot honor any request that nothing be done about a complaint. Complaints and ensuing investigations will be as confidential as possible, but complete confidentiality is not possible. Any employee found to have violated either of these policies will be subject to appropriate corrective action, depending on the circumstances, up to and including termination of employment. No individual will suffer any retaliation or reprisal for raising in good faith a concern of unlawful harassment under this policy.

Section 24.02 Employer believes in sustaining a respectful and inclusive work environment and strives to foster a community in which the dignity of every individual is respected. There shall be no harassment of employees, including sexual harassment. Employer does not condone and will not tolerate any form of bullying or harassment and is committed to:

- (a) Maintenance of a safe workplace for all Bargaining Unit Members
- (b) Education and prevention oriented practice
- (c) The elimination of bullying and harassing conduct
- (d) Addressing bullying behavior as soon as possible
- (e) Effective problem-solving processes to address employee concerns, whether related to individual or group behavior

Section 24.03 Bullying or harassment toward a Bargaining Unit Member, whether by students, staff, or any other persons conducting business on the premises is strictly prohibited.

Section 24.04 Workplace bullying or harassment is defined as unwanted conduct, comments, actions (including electronically transmitted acts—i.e. internet, telephone or cell phone, personal

digital assistant (PDA), or wireless handheld device) or gestures that affect an employee's dignity, psychological or physical health and well-being.

Section 24.05 Bullying can be physical, verbal, psychological, or a combination of all three. Bullying and harassment are behaviors which undermine, disrupt or negatively impact another's ability to do his or her job and results in a harmful work environment for the Bargaining Unit Member(s).

Section 24.06 If a Bargaining Unit Member believes there has been bullying or harassment regardless of whether it fits a particular definition, he/she may choose to report the behavior and initiate the complaint resolution processes outlined in this procedure.

Section 24.07 To determine whether bullying or harassment has occurred, each situation will be examined reasonably and objectively, based on its specific facts. Conduct alleged to be bullying or harassment will be evaluated by considering the totality of the particular circumstances.

Section 24.08 Bargaining Unit Members should report complaints of bullying or harassment to their School Leader, Regional Vice President, Human Resources Manager, or Vice President of Human Resources. If this fails to satisfactorily resolve a concern, complaints will be reduced to writing by the complainant and given to the Employer. The Academy Board or designee will conduct an investigation within thirty one (31) days of receiving a written complaint.

Section 24.09 At the conclusion of the investigation the Investigator will deliver a written response to the complainant summarizing the evidence gathered during the investigation and his/her recommendations regarding whether or not the complaint has been substantiated. The investigator will issue a decision regarding whether or not the complaint of bullying or harassment was substantiated. In cases where bullying or harassment is substantiated, the investigator will also issue resolving directives.

Section 24.10 Where required to ensure the safety and well-being of the complainant(s) and/or respondent(s), the Employer may implement interim measures pending the investigation and disposition of a formal complaint.

Section 24.11 Retaliation against any person who reports, is thought to have reported, participates in an investigation or inquiry concerning allegations of bullying or harassment (as a witness or otherwise), or is the target of the bullying or harassment being investigated is prohibited and will not be tolerated.

Article XXV. Developing and Supporting Professional Practice and Participatory Leadership

Section 25.01 Employer and the Union recognize that a comprehensive program of professional growth and development ultimately serves the students of CCA. Likewise, the Parties further acknowledge their mutual responsibility to ensure the continued professional growth of Bargaining Unit Members. Therefore, the Parties agree to advance the mission of CCA by continuing to explore and institute, wherever possible, best practices for professional growth and development. As set forth herein, Employer and the Union shall collaborate in the development of in-service professional development programs for Bargaining Unit Members. The Parties also

recognize that CCA's formal School Improvement Committees are the driving force for maintaining excellence in many areas important to the success of the institution. Participatory Committees are intended to strengthen the school improvement process. The Employer believes that the collaboration of Bargaining Unit Members is a key ingredient to a successful school improvement process; likewise Bargaining Unit Members recognize that in order for their input to be most meaningful, they have an obligation to participate in the collaborative process of school improvement both formally and informally.

Section 25.02 All Union members are welcome to suggest or recommend professional development activities that could be included on their work-site's calendar. They may advance those suggestions either individually or through their Union Representatives.

Section 25.03 No later than thirty (30) days before the date teachers are required to first report for duty, the Union and Employer will each appoint at least one (1) representative from each worksite who shall meet to collaborate on the development of each worksite's comprehensive program of professional growth and development for the subsequent school year and to provide input into the School Improvement priorities, including, but not limited to professional development, curriculum, and student and staff policies that are not otherwise addressed in this agreement. This committee will convene thirty (30) days after the commencement of each semester to provide input into those issues relevant to the school improvement process and the schedule and content of professional development activities as well as to discuss how the overall professional development program will relate to and advance the institutional goals and priorities.

Section 25.04 Employer shall provide the above participatory committee with School Improvement priorities and the proposed budget for professional development activities at each campus. The participatory committee's proposed professional development plan shall be based on the information provided hereunder. If the proposed plan is approved by the School Improvement Committees, then it will be incorporated into the School Improvement Plan.

Section 25.05 At least one week prior to the Bargaining Unit Members first day of work each school year, the School Leader will provide a tentative schedule for the in-service days that take place before students return to school. The schedule will include the days on which it is anticipated that Bargaining Unit Members will work in their classrooms.

Section 25.06 Employer and the Union will collaborate, wherever possible, to foster partnerships with institutions of higher education and other organizations to provide resources for the development, content and execution of the comprehensive program of professional growth and development as well as other areas which may have an impact on the school improvement process referenced in this Article.

Section 25.07 Employer and the Union shall through the above committees collaborate, wherever possible, to add value to the school improvement process by identifying financial resources that will assist Bargaining Unit Members in their formal professional development. Employer and the Union recognize the importance of having staff trained in ESL instruction and will, therefore, continue their mutual commitment to professional development in this critical area.

Section 25.08 Bargaining Unit Members who wish to engage in professional development activities (seminars, conferences, etc.) shall submit a written request to their School Leader describing in as much detail as possible the content of the proposed activity, anticipated cost, and the rationale for the activity with respect to district, school and/or individual priorities. Available resources shall be allocated on the basis of school needs and priorities, budget, individual development needs, and order of receipt of requests. School Leaders will notify Bargaining Unit Members if funds will be allocated as soon as possible after receiving such requests.

Section 25.09 To assist management with the evaluation of requests for profession development, requests should be clear and concise. While management encourages formal and informal input into the formulation of professional development activities as part of the school improvement process, a written analysis of any proposed professional development activities' expected impact on student achievement will assist in the evaluation of the merits of such proposals. Wherever available, this analysis should include relevant data from the comprehensive needs assessment that supports the proposed professional development activity.

Section 25.10 Requests for personal professional development activities should be submitted in writing to School Leaders or, in the case of professional development activities that affect more than one work site, to that School Leader and the District Curriculum Director as well.

Section 25.11 Professional development activity identified as part of the individual goals established through the performance evaluation process of Article XXXIII herein or as part of a Performance Improvement Plan ("PIP") may be implemented at any time by the school leader.

Article XXVI. Communicating with the School Board

Section 26.01 When members of the CCA community communicate with each other openly and directly, the work environment can be excellent, communications can be clear and attitudes can be positive. Employer demonstrates its commitment to the school community by responding to Bargaining Unit concerns. The Parties demonstrate this commitment by being professional, respectful and honest in communications with the Academy Board.

Section 26.02 The Union recognizes that board meetings are an important place for conducting Academy business. Employer acknowledges that the Union is an organization that is part of the school community. Both the Union and the Academy Board have a shared interest in ensuring that CCA is a positive learning and working environment. In order to strengthen communication, a Union representative may make a written request for time on the board meeting agenda. This request shall specify the topic(s) upon which they would like to be heard so that Academy Board members may be prepared to better address the issues that the representative plans to raise. Requests will be directed to the Academy Board Chair or designee and shall be made at least forty-eight (48) hours prior to meeting.

Section 26.03 The Academy Board will make a good faith effort to provide translation services at board meetings upon attendee requests. Requests for translation services will be made as far in advance as possible.

Article XXVII. Organizational Chart, Job Descriptions, Work Space, Instructional Materials, Supplies, Budget Requests, and Records Training

Section 27.01 The Employer shall provide Bargaining Unit Members with an organizational chart for the district and each campus setting forth, inter alia, lines of supervision. Changes to the organizational chart shall be communicated to the Bargaining Unit in a timely fashion.

Section 27.02 All employees shall be provided with a job description. Job descriptions shall be updated as needed and timely communicated to Bargaining Unit Members. The Employer will make all CCA job descriptions available to the Bargaining Unit Chair or his/her designee.

Section 27.03 All Bargaining Unit Members will be provided with space to work, to keep their personal belongings, and for instructional purposes and student learning.

Section 27.04 The Employer shall supply the instructional materials (e.g. student and teacher editions of textbooks, course packs, workbooks, whether written or electronic) and the technical support and training for the use of those instructional materials. If the Bargaining Unit Member makes a written request to the School Leader for materials or training and receives no response, then the Bargaining Unit Member may not be held accountable for failure to perform instructional duties.

Section 27.05 Bargaining Unit Members shall not be charged for missing textbooks, teacher's editions, supplies or equipment unless the Member causes the theft, loss, or damage. Employer will follow Michigan law regarding paycheck deductions for lost or damaged items.

Section 27.06 Instructional departmental teams and grade level teams shall discuss and suggest instructional resources and, prior to March 1 of each year, shall suggest to their School Leader a proposed budget for the ensuing school year. Prior to the submission of the School Improvement Plan, the School Leader and the departmental/grade-level teams or their designee shall meet with the School Improvement Team to discuss these recommendations.

Section 27.07 Prior to purchasing curricular programs or assessments, instructional department/grade level teams will have the opportunity to review programs or assessments under consideration. The department/grade level chair or his/her designee shall present a written recommendation to their respective school leader regarding any curricular/assessment programs under consideration for purchase.

Section 27.08 The Employer will provide all Bargaining Unit Members with training within two weeks of the commencement of the instructional year in all programs used for student record keeping and in maintaining the confidentiality of the same. Employees hired after this time period will receive such training within two week of performing work duties.

Article XXVIII. Academic Freedom and Freedom of Speech

Section 28.01 Responsible academic and artistic freedom is recognized for all Bargaining Unit Members who shall exercise such freedom within the framework of state law, the curriculum and instructional program, and school and Employer policies.

Section 28.02 All Bargaining Unit Members shall retain the right to speak publicly on any matter of concern before any public body, with the media, or with any public official. Nothing in this Article shall be construed to deny employees of any right to freedom of speech they would otherwise enjoy under law. Employees should state clearly that their expression represents personal views and does not necessarily those of the school, TLG, its members, officers or directors. Bargaining Unit Members are expected to refrain from communication that does or may interfere with a safe and orderly educational workplace environment; should not make threats or use abusive or defamatory comments about co-workers, administrators, members, officers, directors or officials of the school or TLG; and should refrain making public expressions which they know to be false or which are made without regard for truth or accuracy with reference to TLG, the school, co-workers, officials of the school community or its stakeholders.

Section 28.03 If contacted by the media with questions about TLG operations or management topics, except for comments on protected concerted activities, employees are expected to direct that person to Leona Group's communications department or the School Leader as a first point of contact.

Section 28.04 All Bargaining Unit Members shall have the right to individually or collectively address their concerns to TLG or the Academy Board in writing or at any meeting of the Board utilizing the Public Comment process for Board meetings. Nothing in this Article shall be construed to limit the duties of the Parties to bargain collectively pursuant to law.

Article XXIX. Class Size and Case Load

Section 29.01 Class Size.

- (a) Employer retains the right to set class sizes.
- (b) Class sizes for K-8 customarily have not exceeded twenty-seven (27) students per class period. Class sizes for high school customarily have not exceeded thirty (30) students per class period.
- (c) In the event a class size issue arises, a Union Representative, the affected teacher and the School Leader will meet to discuss appropriate remedial measures.

Section 29.02 Case Load. The case load for special education teachers shall not exceed state guidelines for special education caseloads.

Article XXX. Assignments and Students Scheduling

Section 30.01 On or before April 1, Bargaining Unit Members may provide their School Leaders with a written statement setting forth their preferred assignments for the following school year. The failure to provide such a statement of preferred assignment shall indicate that the Bargaining Unit Member desires to continue in his or her current assignments. Employer, subject to the required consultation referenced in this Article, will use reasonable best efforts to accommodate such requests.

Section 30.02 The School Leader and the Union Bargaining Unit Chair or designee will consult over assignments and, subject to the criteria set herein, consider Bargaining Unit Members' requests regarding same. After consultation, the School Leader shall make final determination on assignments, considering the needs of the particular school, performance, legal requirements, qualification, evaluation, and expertise and relevant experience.

Section 30.03 Bargaining Unit Members shall be notified of their proposed final assignments for the next school year on or before June 15, subject to change based on the needs of the school.

Section 30.04 Employer recognizes the importance of beginning each school year in a way that establishes a positive school culture for the rest of the year. Both Parties agree that setting student schedules in a timely manner is essential to a positive first weeks of school. Bargaining Unit Members will receive an anticipated student roster, which will include student enrollment by class period no later than three (3) work days before the first instructional day of each semester. Additional students may be added to this roster, and rosters may be modified, upon enrollment at the Academy and/or to accommodate graduation requirements and the needs of individual students. Changes in course offerings after the first instructional day of each semester will be avoided whenever possible and will be based on student enrollment. Employer will provide the Bargaining Unit Chair with at least five (5) work days notification prior to making such a change.

Article XXXI. Instructional Planning and Preparation

Section 31.01 Employer and the Union recognize that effective instructional delivery depends on individual and collaborative planning and professional reflection. To this end all teachers shall receive a scheduled planning period of at least one (1) regular class period per day. Scheduled planning periods may be subject to change in the event of emergencies and other special circumstances that occur from time to time which may affect the regular daily class schedule.

Section 31.02 Lesson plans are important road maps intended to guide student learning and accomplish other important objectives. Classroom instruction should be organized, efficient, focused on student learning objectives and aligned with appropriate state standards. Lesson plans should conform to the criteria and deadlines for submission as established by each campus's School Leader. School Leaders shall provide their expectations in writing to teachers during in-service dates prior to the commencement of the school year; expectations may be modified from time to time so long as these modifications are also placed into a written directive and distributed to teachers.

Article XXXII. School Safety

Section 32.01 No Bargaining Unit Member shall be required to take an action that places themselves, other employees or students at risk of serious physical danger. Employer shall continue to provide annual training on issues related to school safety as part of its comprehensive program of professional development.

Section 32.02 No Bargaining Unit Member shall be required to restrain a student unless they have first received training from certified instructors in appropriate methods of restraint. An

employee shall not be disciplined or reprimanded for actions taken while searching or restraining a student if they have been directed by a supervisor to conduct those activities or for actions taken while breaking up a fight, if such actions are in accordance with the policies and procedures on which the employee was trained.

Section 32.03 Bargaining Unit Members may use reasonable force in accordance with Employer's written policies which shall be consistent with applicable law and conveyed to all CCA students and staff on at least an annual basis.

Section 32.04 All Bargaining Unit Members are, in accordance with the Worker Disability Compensation Act, covered by Workers' Compensation Insurance. In the event of work-related injuries, Bargaining Unit Members shall immediately notify the campus administration and abide by the claims administration process which shall be distributed to Bargaining Unit Members on at least an annual basis. Employer shall provide all proper forms for filing a worker's compensation and/or covered disability claims.

Section 32.05 Employer will submit property loss claims to its insurance carrier to reimburse Bargaining Unit Members for the reasonable cost of any personal property that is damaged or destroyed as the result of an assault while the Bargaining Unit Member is acting in the discharge of his/her duties within the scope of employment. Employer may subrogate the claim if the Bargaining Unit Member is covered by another insurance policy. The carrier's loss determination shall be binding upon Employer and any Bargaining Unit Member submitting a claim hereunder. No Bargaining Unit Member shall be required to utilize their personal property in the performance of their duties.

Section 32.06 Employer will develop and enforce an official Student Handbook which will outline a student code of conduct in conformity with applicable law and that sets forth, inter alia, a student discipline policy for acts of misconduct. The Handbook will establish and communicate a clear policy for Bargaining Unit Members to report student misconduct and other behavior that compromises school safety.

Section 32.07 Employer will inform all Bargaining Unit Members of emergency procedures prior to the start of the student school year. These procedures shall be posted at each worksite.

Article XXXIII. Evaluations

Section 33.01 Evaluations

- (a) The purposes of the evaluation process are to promote professional growth for CCA Bargaining Unit Members, to improve the effectiveness of instruction and professional practice and to thereby enhance student learning.
- (b) The Evaluation system implemented at CCA will comply with state law.
- (c) The decision to apply for a waiver from using the state recommended process, if a waiver is available will be made by Employer with consultation from the Union.

Section 33.02 Instruction Observation Tool

- (a) The instruction observation tool, Teacher Evaluation Rubric – Michigan, will be used for the same purposes outlined in Section 33.01 of this Article, and will determine 50% of a teacher's annual evaluation rating. This tool will have clear, appropriate standards of professional practice for all teachers. If any modifications become necessary, the Union and the Employer will meet to agree upon such changes.
- (b) Optional supplemental documents are for the purpose of providing teachers with instructional feedback, and as a source of additional information, evidence and artifacts to only be used in determining a rating of the professional standards identified in the instruction observation tool.

Section 33.03 Measuring Student Growth

- (a) Achievement Growth (Student Growth) will determine 50% of a teacher's annual evaluation rating. Up to 10% of the Achievement Growth measure will be based on a school wide measurement. Student Growth refers to the student progress between two points in time. Student Growth will be based on individual classroom data that is based on assessments which may include state standardized assessment(s), benchmark assessment(s), pre- and post-assessments, and/or progress against student learning objectives, as defined through the process in Section 33.03 (b) below. The criteria used to determine the school wide measurement, and the school's achievement goal will be jointly established by the School Improvement Team and the Union no later than September 1 of each year.
- (b) At each campus, the School Leader and an evaluation committee in each department level for grades 6-12, and one per building for K-5 teachers including "specials" teachers and one per building for academic interventionists, consisting of at least one Union Representative, will develop a list of possible student growth assessments no later than September 1 of each school year.
- (c) The School Leader and each teacher will establish student growth measurement goals and determine the assessments that will be used to measure student growth at a pre evaluation conference from the assessments set in Section 33.03 (b). A single assessment shall not determine more than 20% of teacher's annual evaluation rating.

Section 33.04 Evaluation Process

- (a) Evaluations shall be conducted by the Bargaining Unit Member's School Leader in the same building. All evaluators must be trained in the evaluation process. Observations may be conducted by someone other than the School Leader (Section 33.05).
- (b) Evaluations will be conducted annually for each Bargaining Unit Member.
- (c) The School Leader shall orient each Bargaining Unit Member to the evaluation process, the observation tool student growth measurement expectations, and how final ratings will be determined no later than September 15 of each school year. The School Leader will also provide teachers with an expected timeline of the evaluation process.

- (d) The School Leader will meet with each Teacher no later than October 1 of each school year for pre-evaluation conference to establish student growth measurement expectations (Section 33.03), set professional practice goals, schedule formal observations and identify needs to support the teacher. If a scheduled observation must be changed, the evaluator will notify the teacher in writing prior to the scheduled observation and will provide an alternative date for the observation. A Teacher will not be formally observed until after the pre-evaluation conference occurs. For Teachers hired mid-year, this meeting shall occur within thirty (30) school days after hire where applicable. A Teacher may choose to have one colleague assist in establishing goals and may select a staff member from their campus to sit with them and their School Leader during this planning session.
- (e) No later than June 1, the School Leader shall meet with all Teachers for a summative evaluation conference. The Teacher shall receive a copy of their entire written evaluation, which will be signed by both the School Leader and the Teacher at the time of the conference. Signatures will only signify that the Teacher has seen and read the evaluation. Either the School Leader or the Teacher may request a Union Representative, another administrator and/or both to attend the conference.
- (f) Signed copies of the evaluation, with the Bargaining Unit Members' comments attached if applicable, shall become part of the Bargaining Unit Member's personnel file.
- (g) The Employer shall provide an individual professional plan for a teacher who is identified as "ineffective" or "minimally effective," or equivalent categories based on a state-mandated evaluation tool, if applicable. A Performance Improvement Plan may also be initiated at anytime during the school year if a significant deficiency exists in the Bargaining Unit Member's instructional performance. No Teacher shall be required to incur a cost for completing components of the individual professional development plan.
- (h) Teachers who are working on an individual professional development plan will receive clear measurable goals for specific areas of improvement to improve their evaluation rating and will receive reasonable support and training to help them progress towards these goals.
- (i) A teacher may appeal their summative evaluation score within five (5) days of receiving their summative evaluation. Appeals will be submitted in writing to their School Leader and specifically identify the reason for such an appeal. The School Leader will provide the teacher the opportunity to present additional evaluative evidence. If a teacher has been evaluated effective for three or more consecutive years and is rated ineffective they may request a review of the evaluation and the rating by the Director Human Resources. The request must be submitted in writing within twenty (20) days after the teacher is informed of the rating. Upon receipt of the request, the Director of Human Resources shall review the evaluation and rating and shall make any modifications as appropriate based on his or her review. The outcome for all evaluation score appeals will be determined by June 30.
- (j) The Employer will not make evaluation scores public except as required by law.

- (k) The Parties agree to meet no later than March 1st, annually, for the purpose of reviewing the Teacher evaluation tool and process. This meeting is to help ensure that evaluation data is valid, that the process is contributing to the identified purposes, and to jointly identify areas in need of improvement in the process.

Section 33.05 Observations

- (a) All teachers will be formally observed at least two (2) times as part of their evaluation. Formal observations of work performance must consist of no less than thirty (30) consecutive minutes.
- (b) All formal observations will be performed by a teacher's School Leader, instructional coach, district curriculum coordinator or lead teacher.
- (c) Teachers will only be observed by someone who is trained and qualified to conduct their observations. Evaluator training will include using the observation tool for observing and debriefing teacher performance. Informal observations and walk-thrus will only be conducted by the teacher's School Leader or Instructional Coach, and District Curriculum Coach. District Curriculum Coach can perform up to two informal observations per teacher per year. These informal observations will only be utilized to provide additional evidence for the instruction observation tool (Section 33.02) as well as to provide the teacher with coaching and guidance for improvement. Informal observations may be either scheduled or unscheduled, but the time, date, and observational data must be documented to be considered part of the evaluative procedure.
- (d) A Teacher may request additional formal and informal observations from an observer of their choice, provided they fit the criteria established in Section 33.05, items (a) and (c). Their School Leader will not unreasonably deny such a request. These observations will be incorporated in determining the Teacher's observation rating.
- (e) A Teacher and the School Leader must mutually agree to incorporate the use of video recording as part of the observation process.
- (f) All observations of instructional performance shall be conducted openly and with knowledge of the Teacher. Only ethical and professional means and procedures shall be used to gather evaluation information.
- (g) Following each formal observation, the person who conducted the observation will confer with the Teacher within ten (10) school days unless mutually agreed upon. Absences by either the Teacher or the Observer will not be part of the ten days. The observer will debrief the Teacher's lesson using the Rubric (Section 33.02). The Teacher shall receive a copy of the written observation report, signed by both the Teacher and the Observer Parties at the time of the conference. Signatures only signify that the Teacher has seen and read the observation report.

Section 33.06 Evaluating Non Instructional Staff

- (a) Evaluations shall be conducted by the Bargaining Unit Member's School Leader in the same building. All evaluators must be trained in the evaluation process.
- (b) The School Leader will meet with each Counselor or Social Worker no later than October 1 of each school year for a pre-evaluation conference to set establish set professional practice goals and to schedule a midyear status conference. The purpose of this meeting will also be to agree on the criteria and artifacts that the evaluator will be using to observe the demonstration of the standard of professional practice.
- (c) The Midyear status conference will occur no later than January 31 of each school year.
- (d) Guidance Counselors and Social Workers will be evaluated using a performance and appraisal & development tool that identifies standards of professional practice and clearly defines the criteria used to determine whether those being evaluated are below, meeting, or exceeding performance standards for each standard of professional practice.
- (e) No later than May 1, the School Leader shall meet with all Guidance Counselors and Social Workers for a summative evaluation conference. They shall receive a copy of their entire written evaluation, signed by both the School Leader and the Guidance Counselor or Social Worker at the time of the conference. Signatures will only signify that the Guidance Counselor or Social Worker has seen and read the evaluations. Either Party may request a Union Representative, another administrator and/or both to attend the conference.
- (f) Section 33.04, items (f) through (k) of this Article shall also apply to Guidance Counselors and Social Workers.

Section 33.07 **Scoring of Teacher Evaluations**

Scoring of the Student Achievement Growth Component

- (a) The teams identified in section 33.03 will determine the weight of each assessment to be used. Each assessment shall be weighted up to twenty (20) points; the points to be awarded for each assessment shall be determined based on the percentage of students not meeting, meeting, or exceeding the growth goals or proficiency targets.
- (b) The Individual Classroom Growth Score shall be worth a total of fifty (50) points. The Overall School Growth Score will comprise up to five (5) additional points. The total of these scores will place teachers in the Achievement Growth evaluative categories according to the ranges listed below:
 - i. Ineffective: 0-34 total points
 - ii. Effective: 35-44 total points
 - iii. Highly Effective: 45-55 total points

Scoring of the Instruction Component

- (a) Each of the nine (9) instructional domains in the Teacher Evaluation Rubric – Michigan will be rated according to the descriptions in the rubric (Ineffective – 1, Effective – 2, Highly Effective – 3). These ratings will be used to provide teachers with feedback during observation conferences throughout the year.
- (b) At observation conferences, the observer will use their observational artifacts and other walkthrough tools to provide sample ratings on the Teacher Evaluation Rubric – Michigan. Observational artifacts and walkthrough tools will be aligned to the domains in the rubric. The observer will inform the teacher how their performance during the observation would correlate to the ratings of performance on the rubric. Parties understand that every domain will not necessarily be observed and rated during an observation, however domains not observed may be discussed during the observational conferences. Parties understand that teachers will be provided with a signed copy of the observational report.
- (c) Parties also understand that there may be additional occasions during the year when teachers receive feedback about performance as a result of information obtained other than through a formal or informal observation. During such occasions, the Leader or other observer will make reference to the Rubric in discussing feedback.
- (d) Teachers may submit relevant artifacts of their instruction at any time throughout the year. The evaluator will use these artifacts and any others that he/she has collected to (1) provide an overall snapshot of how that Teacher is performing according to the rubric and (2) inform the Teacher how the relevant domain(s) are being rated in the summative evaluation.
- (e) For the summative year-end evaluation, the evaluator will consider data from observations and other artifacts to determine a rating for each domain. The scores for these domains are then totaled to provide an overall evaluation score for Instruction. This score will place the teacher in an Instructional category according to the ranges listed below.
 - i. Ineffective: 14 or below
 - ii. Effective: 15-20
 - iii. Highly Effective: 21 or above

Combining the Components for a Final Evaluation

- (a) Both the Student Achievement Growth and the Instruction components of the evaluation will have equal weight in determining an overall evaluation rating of the Teacher through the use of the Final Evaluation Matrix presented below.

		Instruction		
		Highly Effective	Effective	Ineffective
Student Growth	Highly Effective	<i>Highly Effective</i>	<i>Highly Effective</i>	<i>Effective</i>

	Effective	<i>Highly Effective</i>	<i>Effective</i>	<i>Minimally Effective</i>
	Ineffective	<i>Minimally Effective*</i>	<i>Minimally Effective</i>	<i>Ineffective</i>

*For the duration of the contract, Teachers evaluated as Minimally Effective in this box shall be treated as Effective teachers in the performance-based salary increase rubric.

- (b) The Parties understand that a teacher receiving a rating of Highly Effective in one category and Ineffective in another may demonstrate that either the evaluation tool or its implementation may need to be adjusted. The Parties will discuss the occurrence of these potential irregularities at the established Employer-Union consultation meetings.

Article XXXIV. [Reserved]

Article XXXV. Salaries

Section 35.01 The Parties acknowledge that recruiting and retaining high-quality staff is key to achieving the Academy’s mission and that compensation and rewards play a role in that effort. The Parties also acknowledge that in order for Bargaining Unit Members to receive and sustain significant compensation rewards, CCA must be in a financial position to grant such rewards.

Section 35.02 School Year 2014/2015

- (a) For school year 2014/2015, Employees will receive a one-time adjustment to base salaries as follows:
- (i) Employees who attained 0-1 years of seniority in the 2013/2014 school year will be paid no less than \$38,160 on an annualized basis.
 - (ii) Employees who have 2-3 years ... \$40,499.60 on an annualized basis.
 - (iii) Employees who have 4-5 years ... \$42,876.57 on an annualized basis.
 - (iv) Employees who have 6-7 years ... \$45,499.16 on an annualized basis.
 - (v) Employees who have 8-9 years ...\$48,176.10 on an annualized basis
 - (vi) Employees who have 10 years ... \$51,066.68 on an annualized basis
 - (vii) Employees who have 11 years ... \$54,130.68 on an annualized basis
 - (viii) Employees who have 12-14 years ... \$57,378.53 on an annualized basis
 - (ix) Employees who have 15 or more years ...\$60,821.24 on an annualized basis

- (b) Employees whose pay rates currently exceed the rates above will receive a 6% increase to base pay in accordance with the attached Exhibit A.
- (c) New hires: Inexperienced Bargaining Unit Members shall be hired with at least a base salary of \$36,000. Experienced Bargaining Unit Members may be offered a salary comparable to those of Bargaining Unit Members with similar experience and credentials.
- (d) Salary increase will be implemented on August 31, 2014
- (e) If the product of $A \times B$ equals an amount greater than \$17,002,496 where A represents the total CCA district enrollment and B represents the amount of state funding received by CCA per pupil, fifty percent (50%) of the revenue generated in excess of \$17,002,496 shall be distributed by July 1, 2015 on a pro rata basis to each member of the Bargaining Unit employed by Employer on the last date of 2014/2015 instructional year.
- (f) If the product of $A \times B =$ an amount less than \$16,750,000 where A represents the total CCA district enrollment and B represents the amount of state funding received by CCA per pupil AND
 - (i) The Employer is unable to balance the District's budget through other cost cutting means as required by state law; OR
 - (ii) The Employer is similarly unable to reasonably comply with the terms and conditions of the Michigan Finance Authority, Public School Academy Limited Obligation, Revenue Refunding Bonds (Cesar Chavez Academy Project), Series 2012 financial covenants applicable to the CCA Refunding Bonds during fiscal year 2014/15

then the Employer and the Union shall meet to discuss the manner in which the Bargaining Unit can assist the Employer to address its shortfall in revenue projections through reductions in personnel costs. Should the Parties, after undertaking reasonable efforts to collectively bargain cost reductions, fail to mutually-agree on the necessary cost reductions to comply with conditions 35.02(f)(i) and (35.02(f)(ii), the Employer may take actions it deems necessary to bring the District into compliance with these conditions. Any disputes regarding Employer's actions under this section are subject to the grievance and arbitration procedure in this collective bargaining agreement.

Section 35.03 School Year 2015/16

- (a) For school year 2015/2016 Employer shall appropriate funds for a performance-based salary increase pool equal to a percentage of the aggregate total annualized based salaries received by Bargaining Unit Members in the 2014/2015 school year and who remain Bargaining Unit Members in 2015/2016 ("2015-16 Raise Pool"). Commencing no later than April 15, 2015, the Parties will collectively bargain the precise percentage to be allocated to the 2015-2016 Raise Pool.

- (b) For school year 2015/2016 Employer shall appropriate funds for a performance-based bonus pool equal to a percentage of the aggregate total annualized base salaries received by Bargaining Unit Members in the 2014/2015 school year and who remain Bargaining Unit Members in 2015/2016 (“2015-16 Bonus Pool”). Commencing no later than April 15, 2015 the Parties will collectively bargain the precise percentage to be allocated to the 2015-2016 Bonus Pool and the method of allocation of the Bonus Pool among Bargaining Unit Members based upon their scores on the CCA Bonus System Rubric attached as Exhibit B hereto.
- (c) The Raise Pool shall be allocated according to the performance-related criteria established in the Performance-Based Salary Increase rubric that the Parties will collectively bargain in good faith by or before August 31, 2014 so that Bargaining Unit Members and management have a clear understanding of performance criteria.
- (d) The Bonus Pool shall be allocated according to the criteria established in the Bonus Rubric attached hereto as Exhibit B except that in 2014/15 stipends will be awarded to Employees who assume significant leadership responsibilities. Half of the stipend will be paid in the first pay period in December 2014; and the remaining half in the first pay period of June 2015, assuming the work was performed satisfactorily as determined by the School Leader. The special leadership positions are the following:
 - (i) Building School Improvement Team Chair: \$2,000
 - (ii) High School Department Chair: \$2,000
 - (iii) 8th Grade Class Moderator: \$1,000
 - (iv) 9-12th Grade Class Moderators: \$2,000
 - (v) Content/Grade Level Chair \$2,000.
- (e) Any amounts paid in December 2014 and June 2015 for special school leadership work performed in 2014/2015 shall be first taxed against the Bonus Pool that would otherwise be distributed in 2015/2016.
- (f) One-time bonuses of \$500 will be awarded to Employees who have earned an advanced degree within or related to the academic field in which he or she is assigned. Employees must provide documentation of such a degree.
- (g) I awarded, bonuses from the Bonus Pool will be distributed on October 31, 2015 to employees who are actively employed and good standing on the date of distribution. Bonuses will be paid as a lump sum payment.
- (h) Employees who are on leave of absence at the time of bonus distribution will not receive the bonus payment unless and until they return to work and to active status. All funds for these payments are generated from the funding allocated to and through the CCA district.

- (i) The Parties understand and agree that TLG cannot use any funding from its operations to guarantee payments called for under this agreement.

Appendix A

Layoff Rubric

Position Affected

Date

Scoring Factors

Employee Name	Performance	Experience	Credentials	Measurable Participation In Qualified Activities	Total Points
---------------	-------------	------------	-------------	--	--------------

A

B

C

D

Etc.

Step I – Score Employees

Performance Rating: Score employees based on their most recent performance rating. All employees rated “Ineffective” will be given a score of one (1) in that category. All employees with a ranking of “Effective” or “Highly Effective” will be given a score of two (2) in that category. All employees with a score of “Highly Effective” on their last two (2) performance evaluations will be given a score of three (3) in that category.

Experience (total years of experience at CCA): Employees with ten (10) or more years of experience as a certified teacher or counselor or a licensed social worker, at CCA will receive a score of three (3) in that category. Employees with five (5) or more years will receive a score of two (2) in that category. Employees with fewer than five (5) years will receive a score of one (1).

Credentials: Employees who are highly qualified for the eliminated position will receive a score of one (1). If the employee also has an ESL endorsement, then add one (1) point to their Credentials score. Thus, an employee may receive up to two (2) points in this category.

Measurable Participation in Qualified Activities: Teachers who attend 5 or more school-sponsored special events receive one (1) point for this category. Teachers who serve on their School Improvement Committee (or a sub-committee thereof) or an event-planning committee receive one (1) point for this category. Teachers who coach one or more school-sponsored (non-intermural) athletic teams or serve as an advisor to school-sanctioned club/s receive one (1) point for this category. Teachers who serve in a leadership capacity (such as department chair, team lead, teacher mentor) receive one (1) point for this category. An employee may receive up to two (2) points in this category.

Step II – Total Points

For each employee, add the score in each category across the row and indicate the total in the final column.

Step III – Selections

Identify the employee with the least points; that is the individual selected for layoff. If the layoff will include more than one staff member in the group, continue to select employees with the next-lowest number of points until you reach the number of employees in the group to be laid off.

Step IV – Ties

Where the above rubric results in a tie between two or more Bargaining Unit Members, layoffs will occur according to seniority as defined in Article XIII of this agreement. .

Step V --- Verification

Submit the worksheet and your recommendation to Human Resources for review, verification of the factual data in the Layoff Rubric, and approval.

Appendix H

Signed Letter 4.23.14

Letter of Agreement

“Developing and Supporting Professional Practice and Participatory Leadership”

The Parties agree that members of the participatory committee established in Article (TBD), section 2, will meet once prior to the first day that staff reports for the 2014/2015 school year. The purpose of this meeting is to review the goals of this committee and provide input on the tentative schedule for in-service days.

SIGNATURES

FOR THE EMPLOYER (CCA)

FOR THE UNION

By: _____ Date _____

By: _____ Date _____

Its: _____

Its: _____

FOR THE EMPLOYER (TLG)

By: _____ Date _____

Its: _____