

MASTER AGREEMENT

between

BOARD OF EDUCATION

OF

CENTRAL LAKE PUBLIC SCHOOLS

and

NORTHERN MICHIGAN EDUCATION ASSOCIATION

(Representing Central Lake Education Association)

MEA/NEA

2014-2015

TABLE OF CONTENTS

Article		Page
1.1	Preamble.....	4
1.2	Recognition.....	4
1.3	Witnesseth.....	4
1.4	Extent of Agreement.....	4
1.5	Duration of Agreement.....	5
1.6	Association Dues or Fees and Payroll Deductions.....	5
1.7	Calendar.....	5
1.8	Grievance Procedure.....	5
1.9	Negotiations Procedure.....	7
2.1	Vacancies, Promotions and Transfers.....	7
2.2	Association and Teacher Rights.....	8
2.3	Personnel Files and Records.....	8
2.4	Seniority.....	9
2.5	Discipline of Teachers.....	10
2.6	Management Rights.....	10
2.7	Internet Acceptable Use.....	10
3.1	Student Discipline and Teacher Protection.....	10
3.2	Class Size, Teaching Hours and Conditions.....	11
3.3	Least Restrictive Environment.....	13
3.4	Mentor Teachers.....	15
3.5	ESEA Requirements for highly qualified teachers.....	15
4.1	Professional, Personal and Association Leave.....	15
4.2	Illness and Disability.....	17
5.1	Insurance.....	19
5.2	Compensation.....	20

5.3	Extra-Curricular Compensation.....	22
6.1	Miscellaneous Provisions.....	23
6.2	Grievance Report Form	25
6.3	Contract of Employment	28
Appendix A	Salary Schedule	30
Appendix B	Extra-Duty Assignments	30
Appendix C	MESSA-PAK	33
Appendix D	Staff Acceptable Use Form	34
	School Improvement Plan	36
	2014-2015 Calendar	37

ARTICLE 1.1

PREAMBLE

This agreement made and entered into by and between the Board of Education of Central Lake Public Schools, Central Lake, Michigan (hereafter referred to as the Employer), and the Northern Michigan Education Association (representing Central Lake Education Association), MEA, NEA (hereinafter referred to as the Association).

ARTICLE 1.2

RECOGNITION

- A. The Employer hereby recognizes the Association as the sole and exclusive bargaining representative for all teacher certified personnel including personnel on tenure, probation, classroom teachers, guidance counselors and librarians, as well as non-certified teachers (i.e., teachers on annual authorization), but excluding full and part-time supervisory and executive personnel, office and clerical employees and persons on per diem appointments (i.e., day-by-day substitute teachers). The term "teacher" when used hereinafter shall refer to all elementary and secondary teachers who are certified/authorized and under contract with the Employer.
- B. The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of the Agreement.

ARTICLE 1.3

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and by Act 379 of the Public Acts of 1965, and WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement.

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

ARTICLE 1.4

EXTENT OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Employer and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be in the form provided in Article 6.3, A. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

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

ARTICLE 1.5

DURATION OF AGREEMENT

- A. This Agreement shall be effective upon ratification by both parties, and shall continue in effect until the 31st day of August, 2015. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. Copies of this Agreement shall be printed within thirty (30) days after the Agreement is ratified by both parties, or within thirty (30) days after Association and Employer representatives have completed the final proof of the contract, whichever occurs last. Copies of the Agreement shall be presented to all teachers now employed by the Employer. The cost of printing said Agreement shall be borne by the Employer.

ARTICLE 1.6

ASSOCIATION RIGHTS AND PAYROLL DEDUCTIONS

- A. Any teacher may elect to become a member of the Association and freely exercise the rights and benefits of this master agreement.
- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for any MEA Financial Services Programs, MESSA Programs not fully employer-paid annuities, credit union, savings bonds, charitable donations or other plans or programs jointly approved by the Association and Board. During the summer months, and upon the employee's request, the Board shall print a written copy of the employee's payroll check and summary report of benefits, leave time, deductions and taxes each pay period. This shall include the name of the employer. It shall be the employee's responsibility to pick up this information from the school office.
- C. The Association shall indemnify and save the Board, including each individual member and agent thereof, harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer in order to comply with sections A and B above.

ARTICLE 1.7

CALENDAR

- A. The parties agree that the school calendar is negotiable with the exception of the first day of school (unless state law changes making such negotiable) and further agree that the school calendar shall be set forth in Appendix A of this Agreement. Any deviation shall be by mutual consent.
- B. The school calendar shall be coordinated with the Intermediate School District.

ARTICLE 1.8

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary teacher.
 2. Any matter within this agreement which is limited to a specific paragraph on the grievance procedure or to a specific remedy as otherwise provided. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
 3. Any matter for which there is recourse under state or federal statutes.
- B. A teacher or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement relating to wages, hours, terms or conditions of employment, may file a written grievance with the Employer or its designated representative within 10 working days on the grievance report form as appended. Written grievance as required herein shall contain, as a minimum, the following:
1. It shall be signed by the grievant or grievants;
 2. It shall be specific as to the alleged violation of the expressed terms of this Agreement, and shall cite the section or subsections of this Agreement alleged to have been violated;
 3. It shall contain the date of the alleged violation;
 4. It shall specify the relief requested.
- C. The Employer hereby designates as its representative for processing grievances the principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building.
- D. Within five (5) working days of receipt of the grievance the designated representative of the Employer shall meet with the teacher and/or the Association in an effort to resolve the grievance. Affected teacher may or may not be present at such meetings at his/her discretion. If the meeting is with the school Principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five (5) working days thereafter to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school Principal, or in the first instance, the grievance shall be returned to the Association with a statement of reasons why it is being disapproved. The Association shall have five (5) working days to decide to accept the findings or to pursue to the Board level.
- E. Within fifteen (15) working days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, provided however that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) working days after its submission to the Board.
- F. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.
- G. If the decision after mediation is not satisfactory to the Association, the grievance may within ten (10) working days, be submitted to arbitration before an impartial arbitrator selected by the parties.
- H. If the parties cannot agree as to the arbitrator, (s)he shall be selected by the American Arbitration Association, in accordance with its rules which shall likewise govern the arbitration hearing.

- I. Neither party shall be permitted to assert in such arbitration proceeding any grounds or to rely on evidence not previously disclosed to the other party.
- J. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
- K. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- L. The cost of arbitrator shall be born equally by the parties except that each party shall assume its own cost for representation including any witnesses.
- M. Time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties. However, the arbitrator shall have no authority to waive said time limits. Working days in Sections "D" and "E" above shall be defined as teacher work days during the school year and calendar days during the summer break.
- N. In the event the Employer representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.
- O. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this agreement and timely filed may be processed as herein provided until resolution. Any claim or grievance arising after this contract expires (and when the parties have not extended the contract by mutual agreement), shall not be arbitrated absent mutual agreement between the parties.

ARTICLE 1.9

NEGOTIATIONS PROCEDURES

- A. All items within this contract shall remain unchanged during the term of this Agreement unless both parties shall by mutual consent agree to reopen discussions. Amendments to this Agreement are open to discussion only by mutual consent of both parties.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE 2.1

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any permanent vacancy in a teaching, extra curricular, or administrative position in the district shall occur which the Board intends to fill, the Employer shall publicize the same by phoning either the President or Secretary of the Association of such vacancy, email a copy of the posting to all teachers at the address on file with the employer, and provide for appropriate posting on the bulletin boards in the teachers' lounges. The vacancy will remain posted for a period of at least ten (10) school days and ten (10) calendar days on summer postings and will not be permanently filled until the expiration thereof. There will be no postings outside the system or interviewing of candidates for a vacancy before the President, Secretary or their designees are notified and the emailing has been accomplished.
- B. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the

Superintendent's office within ten (10) school days of date of posting.

- C. The Employer reserves the right to deny applications as above specified. The Employer shall give written notification of denial.
- D. Since a promotion would result in placing a teacher in a supervisory position and hence exclude from the terms of the contract, the Employer reserves the right to promote on the basis of its own judgments of qualifications and also to hire new employees for any opening or vacancy. Supervisory positions shall be Superintendent, High School Principal, Elementary Principal or other non-teaching supervisory positions.
- E. Teachers who will be affected by changes in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by the Superintendent prior to June 1st. Written grade level and/or subject area assignments will be delivered to teachers by June 1st. If unforeseen circumstances (i.e, enrollment, retirements, fiscal reasons) arise over the course of the summer, changes to such assignments may be made and will be promptly communicated to the employee.

ARTICLE 2.2

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every teacher employed by the Employer shall have the right to freely organize, join and support the Association for the purpose of engaging in lawful collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Employer, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Employer specifically recognizes the right of its teachers appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of the Agreement, and the Employer agrees to be bound by any lawful order or award thereof.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meeting. Any extra cost incurred for custodial or other related expense due to the meeting will be paid by the Association. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Teachers' bulletin board, access to computers with internet and mail boxes shall be made available to the Association and its members.
- D. The Employer agrees to make available to the Association in response to reasonable requests such information as it is entitled by law.

ARTICLE 2.3

PERSONNEL FILES AND RECORDS

- A. A teacher will have the right to review the contents of all records, excluding initial references, of the district pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such review.
- B. A teacher shall be promptly notified when complaints originating after initial employment result in written material being placed in his/her personnel file. The teacher may submit a written notation regarding any material including written complaints, and the same shall be attached to the file copy of the material in question. When a teacher is asked to sign material placed in his/her file, such signature shall indicate his/her awareness of the material and does not necessarily mean agreement with the content of the material. No such complaint will be acted upon, included in the teacher's personnel file or used in any disciplinary action unless the teacher has been informed of the complaint and the identity of the complainant is made known to the teacher.
- C. Statements, complaints or other material in a personnel file to which an employee disagrees will be handled in accordance with guidelines outlined in the Bullard-Plawecki Employee Right to Know Act (as amended).
- D. The Employer shall promptly notify an employee of any requests for personnel file information concerning the teacher made pursuant to the Freedom of Information Act (FOIA), and the employee may review any such request(s) and/or response(s) to such request(s) before the Employer formally responds to such request unless such review is later than four (4) days after the request. In such situation, the Employer may either respond to the request or ask for an extension as allowed under the Act as the Employer deems appropriate.

ARTICLE 2.4

SENIORITY

- A. Seniority:
 - 1. Seniority is based on the length of service as a member of the bargaining unit with the Central Lake School District. Leaves of absence granted pursuant to this contract shall constitute an interruption of service (i.e. a teacher who has completed two (2) years of service at the time of disruption of service shall be granted the two (2) years of seniority upon returning with no credit for the time not teaching). Bargaining unit members placed on layoff shall also be granted seniority according to this same procedure
 - 2. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in Elementary grades and/or by subject matter taught in secondary grades. .
 - 3. A seniority list shall be posted in each teachers lounge on or before November 1st of each school year. The seniority list shall not be construed as a layoff list. The Association has ten (10) working days after receipt of the seniority list to submit edits for accuracy to the employer. The Association president and the Superintendent shall conference regarding any challenges to the seniority list with November 15th being the final date to make such editorial changes.
 - 4. The parties mutually accept the seniority list as published during the last year of the previous master agreement as accurate until the new list is published from the next year. Seniority will be granted on the following basis: teachers teaching/supervising fifty-one percent (51%) or more class hours will be granted a full year of seniority. Those teaching fifty percent (50%) class hours or less will be granted one-half

(1/2) year of seniority. Assignments to a seminar may be counted for no more than one (1) class hour unless said seminar extends beyond one (1) class hour, whereupon appropriate proration shall apply.

5. In the event that more than one individual bargaining unit member is tied for the same position on the seniority list, a tiebreaker drawing shall be held. Such drawings shall take place in the presence of all affected bargaining unit members as well as the Association president or designee. This drawing shall be conducted by the Administration and shall be done openly by either drawing straws or picking numbers out of a container, with the methodology for determining the winner explained before the drawing occurs.
6. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Employer as to any changes in address. Teachers shall have seven (7) calendar days from date of letter receipt to respond to notice of recall.

ARTICLE 2.5

DISCIPLINE OF TEACHERS

- A. A teacher shall at all times be entitled to have present a representative of the Association when (s)he is being formally reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present as a witness.

ARTICLE 2.6

MANAGEMENT RIGHTS

The Association recognizes that the Employer has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law. The exercise of such rights and responsibilities shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE 2.7

INTERNET ACCEPTABLE USE

The parties will meet and review the current Internet Acceptable Use (IAU) form. The parties may revise or rework the form if necessary. Until this process is completed, the current form will remain in effect. An employee signature on the IAU form does not waive any right the Association may have to bargain.

ARTICLE 3.1

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Any action including an assault upon a teacher should be promptly reported by the teacher to the Employer or its designated representatives. Any disciplinary action taken by a teacher shall be subject to administrative review. The teacher may seek assistance from the Principal in the event of doubt of the disciplinary action to be meted out. The Employer recognizes its responsibility to give all reasonable support and assistance to the teachers with respect to the maintenance of control in the classroom.

- B. Whenever a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Employer will take reasonable steps to relieve the teachers of responsibilities with respect to such pupils.
- C. The Employer, in conjunction with the Association, shall promulgate rules and regulations setting forth procedure to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents no later than the first week of each school year. In the absence of a published school policy teachers shall confer with the building principal to determine jointly a reasonable punishment to be used for the given situation.
- D. The Employer may provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, provided that the Employer has determined that the teacher has acted within the scope of his/her authority.
- E. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Employer may provide legal counsel and render all necessary assistance to the teacher in his/her defense, provided that the Employer has determined that the teacher has acted within the scope of his/her authority.
- F. Time lost by a teacher in making a court appearance in connection with any incident mentioned in this Article shall not be charged against the teacher provided that the Employer has determined that the teacher has acted within the scope of his/her authority.
- G. The Employer will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, in connection with any incident mentioned in this Article provided that the Employer has determined that the teacher has acted within the scope of his/her authority.
- H. Any complaints by a parent of a student directed toward a teacher that would become part of the teacher's personnel file shall be promptly called to the teacher's attention.
- I. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss of person or property.

ARTICLE 3.2

CLASS SIZE, TEACHING HOURS AND CONDITIONS

- A. Class Size:
 1. The Employer recognizes that pupil/teacher ratio is an important part of an effective educational program.
 2. The following suggested optimum class sizes will be used in determining room loading. Class loads may be lowered by splitting classes or assigning (after consultation with the teacher) qualified assistance. The total number of pupils per day should not exceed five times the maximum number indicated below in the middle school / high school.

<u>Class Size</u>	<u>Classes Affected</u>
25	Programming for students with disabilities will be in compliance with state law. ELEMENTARY (K-2)

27	Industrial Arts Elementary (3-5) English Mathematics Business	Homemaking Social Studies Science Drafting	Vocational Shops Art General Education Language
35	Music		
40	Health Education & Phys Ed		

3. Deviations from these guidelines will be discussed with the teachers involved and with the Association in an attempt to reach a cooperative solution. If the problem is not resolved, it may be addressed through the grievance procedures.

- B. Teachers shall check in ten (10) minutes before the start of the student instructional day and shall be available for consultation with students for twenty (20) minutes after students are dismissed as per schedule except Friday P.M. or days preceding holidays or vacations, when the teachers' day shall end at the close of the pupil's day, except in case of emergency. Teachers shall be in their assigned classroom five (5) minutes prior to the start of the class period and immediately after lunch. Duty free lunch period shall be no less than thirty (30) minutes in length.
- C. The Employer recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.
- D. The parties will confer from time to time for the purpose of improving the selection and the use of such educational tools and the Employer undertakes to implement all joint decisions thereon made by its representatives and the Association as soon as practicable. The Employer agrees at all times to keep the school reasonably and properly equipped and maintained.
- E. The normal weekly teaching load in the secondary school will be twenty-five (25) teaching periods, and five (5) unassigned preparation periods, and five (5) supervised study periods except alternate assignment by mutual consent of the teacher, administration, and Association. In lieu of an assigned study period teachers can be assigned noon-time supervision of lunchroom, halls or play areas. The normal teaching load and unassigned preparation time in the elementary school shall be equivalent to the Secondary School. Elementary grades shall have specials no less than four (4) times per week and no more than one day per week without a prep period. No departure from these norms except in case of an emergency shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Employer and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.
- F. Supervision of recess by bargaining unit members shall be done on a voluntary basis.
- G. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- H. The Employer shall make available in each school: lounge and lunchroom, lavatory, exclusively for staff use, and a work area and filing space when needed. Smoking is prohibited in all areas of the school.
- I. Existing telephone facilities shall be made available to teachers for their reasonable use. The cost of any long distance personal calls shall be borne by the teacher.
- J. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the

appropriate concern of both parties of this Agreement so long as the same shall not adversely affect the student-teacher relationship.

- K. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in, or association with the activities of any employee organization.
- L. The Employer and Association agree that vacancies to the Schedule B positions spelled out on page 30 will be filled by staff members first when there are staff members who voluntarily offer to serve in such positions.
- M. Each teacher shall attend one extra-curricular activity per school year, within the confines of the following:
 - 1. The individual teacher is free to choose which activity and schedule when said commitment shall be fulfilled.
 - 2. Supervision of events will be at the employee's teaching level (either elementary or high school) unless otherwise agreed upon.
 - 3. The Employer or its representatives and the Association shall devise a list of approved activities.
- N. Teachers shall not be required to dispense medication or to perform medical/ hygienic procedures for students. For those teachers agreeing to perform such tasks, training appropriate to the task(s) shall be provided at full Employer expense and the teacher shall be indemnified and held harmless by the Employer for the performance of such duties. The Employer shall provide liability insurance in the amount of one million dollars (\$1,000,000) on each teacher who provides such service.
- O. If additional student contact time becomes necessary at the elementary level, each such hour so added shall be paid at the rate of thirty dollars (\$30.00) per hour, paid in a lump sum on the last pay of each year so affected.
- P. Teachers will be covered by workers' compensation and by school liability insurance (a minimum of \$1,000,000 coverage). Teachers using their own vehicles to conduct school business shall be reimbursed for mileage at appropriate IRS rates.
- Q. General education and special education teachers shall be granted release time, when requested, by the teacher(s), for the purpose of planning appropriate delivery techniques and support services in order to be in compliance with student individual education plans.

ARTICLE 3.3

LEAST RESTRICTIVE ENVIRONMENT

- A. The Employer and the Association acknowledge that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. Accordingly, the parties also recognize that the extent to which any individual student who would fit legal requirements which would involve the use of an individual educational planning committee (IEPC) for placement in the regular classroom must be appropriate to the student's unique needs as determined by an IEPC on an individual basis. For the purpose of this article, such students shall be referred to as "students with disabilities".
- B. If any member, in writing, advises the administration of a reasonable basis to believe that a student with disabilities assigned to the member has a current IEPC report that is not meeting the student's unique needs as required by law, the administration shall call a meeting of involved staff. If the group determines the need for an IEPC meeting, such a meeting will be called. The member so advising the administration shall be invited to attend the IEPC.

- C. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, students with disabilities will be assigned in equitable numbers across general education grade levels within each elementary location and across sections of the same course within the middle and senior high school. This section will not apply in the event the teacher volunteers in writing to take additional students with disabilities. In such situations, if the teacher so requests, the administration will reduce class size by an equivalent number of students on a one-to-one basis.
- D. The following conditions shall apply to placement of students with disabilities in general education classrooms:
1. Any member who will be providing instructional or other services to a student with disabilities in a regular education classroom setting shall be invited to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. It is understood that normally no more than two (2) teachers will be excused during the school day to attend an IEPC unless the administrator agrees that more are necessary. In instances where a group of teachers wish to be present, effort will be made to schedule the IEPC at a time when such teachers can attend.
 2. In instances where it is not possible to identify general education teachers who ultimately will have student(s) with disabilities assigned to their classroom(s) in advance of an IEPC, meetings will be convened with such general education teachers as soon as possible following the placement of the student(s) to explain the conclusion of the IEPC and to provide for the teacher to voice concerns.
 3. The student's IEPC should specify and provide for all supplementary aides, support personnel, materials and other related services deemed necessary by the IEPC to satisfactorily achieve educating the student in the regular education classroom. The district shall make every reasonable effort to encourage the IEPC process to so specify and to support the receiving teacher with necessary classroom materials.
 4. The student with disabilities' placement should be determined to the extent permissible by law and through the IEPC in such a way as would be sensitive to both the educational process for the student with disabilities and the other students in the classroom to be entered.
 5. The administration shall provide, prior to such placement whenever possible, in-service training to the teacher regarding the instruction and behavioral management of such student with disabilities in the regular education classroom setting, including but not limited to, the differing approaches, problems and techniques to be utilized with varying physical, mental, emotional and behavioral conditions as are likely to be faced in the given situation. Such in-service training shall be at Employer expense and shall be mutually arranged with the teacher(s) to be involved. If such prior training is not possible, the training will be provided as early as can be arranged after the placement has occurred.
 6. The administration shall provide, prior to such placement whenever possible, awareness information to the affected members and students regarding placement of student with disabilities in the class(es). The activities shall be provided to assure that the school climate is receptive to the placement and to maximize the potential of the student with disabilities while minimizing possible areas of concern. Should prior provision of such information not be possible, the information shall be provided as early as can be arranged after the placement has occurred.
- E. Except in life threatening or extenuating circumstances, no member shall be required to perform medical, hygienic or other non-instructional specialized procedures for or on students with disabilities such as but not limited to: suctioning, catheterization, diapering, or attending to any personal hygienic or medical need(s) of the student(s). Any such extenuating circumstances shall be preceded by notification to the Association that such circumstances exist and provide an opportunity for the Association and the teacher(s) who may be affected to meet and discuss the issues involved and how best to meet the needs of the student, the regular classroom, the teacher and the school district.

1. In such situations it is expressly understood that should the teacher agree to provide such procedures or services, he/she shall be provided with training appropriate to the situation with all expenses paid by the Employer.
2. It is further agreed that in any such event, the Employer shall indemnify and hold harmless, any teacher who has agreed to provide such services as described here, from liability for the performance of such service to the extent permitted by law. Toward that end the Employer agrees to provide such teacher(s) with legal defense and with liability insurance of at least two million dollars (\$2,000,000) which shall be at the disposal of any teacher who has had legal action brought against him/her with respect to the exercise of such duties in conformance with this article.

ARTICLE 3.4

MENTOR TEACHERS

- A. Bargaining unit mentor teacher positions shall be developed on an as-needed basis to function as an advisor/resource person to probationary teachers by the Employer according to the following guidelines:
1. Such mentor teachers shall be tenure teachers. It is understood and agreed that mentor teachers may also be retired master teachers or college professors as allowed by law.
 2. A bargaining unit mentor teacher shall serve on a voluntary basis and shall work with probationary teachers from a related area of expertise, responsibility or experience.
 3. A bargaining unit mentor teacher may have released time as approved by his/her principal to use to observe or otherwise be available to the probationary teacher assigned.
 4. The mentor teacher shall not be expected to act in a supervisory capacity over a probationary teacher. The mentor teacher shall not be required to provide information for use in such administrative functions regarding the probationary teacher assigned.
 5. The mentor teacher shall assist the probationary teacher in planning with the administration fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher. Such professional development may include the experiencing of effective practices linked in university professional development schools, ISD and regional seminars conducted by master teachers and other mentors regarding proper classroom management and instructional delivery methods.
 6. It is understood and agreed that a mentor teacher may not continue in that position from year to year unless requested to do so by the principal. The probationary teacher involved shall have input into this process.
 7. Upon request, the administration and the Association shall meet and make a joint determination by May 1 of each year regarding the number, kind, duration and compensation of (for) sabbatical leaves to be offered on a voluntary basis to prospective or continuing mentor teachers for training such teachers to aid in the professional development of probationary teachers.

ARTICLE 3.5

ESEA REQUIREMENTS FOR HIGHLY QUALIFIED TEACHERS

As required by the ESEA/NCLB Guidelines, CLPS teachers will meet requirements for "Highly Qualified" as defined by the ESEA and NCLB acts.

ESEA and NCLB information can be found at www.michigan.gov/mde-hq
Information regarding teacher certification can be found at www.michigan.gov/teachercert

ARTICLE 4.1

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. Any teacher whose personal illness requires absenteeism more than the allotted number of days specified in Article 4.2, Paragraph A, may at the Employer's discretion, be granted a leave of absence without pay for a period of not more than one (1) year. All leaves shall terminate at the end of the semester or school year. Notification of intent to return shall be given to the Superintendent sixty (60) days prior to the scheduled end of such leave.
- B. Leave of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:
1. For a critical illness in the immediate family (reference paragraph C-1).
 2. When emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
 3. Attendance at a ceremony awarding a degree to the teacher for such portion of the day as is necessary.
 4. When travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
 5. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.
 6. Teachers are allotted three (3) personal business days per year. Two (2) unused personal business days may be accumulated to be used in another school year. These personal business days are to be deducted from sick leave. Therefore, any personal business days not used and not rolled over into the next school year as personal business days shall be added back into the teacher's accumulated sick leave. Forty-eight hours notice must be given except in cases of emergency. Such days cannot be used immediately before or after a scheduled holiday or vacation period except in cases of emergency or unless previously approved by the Superintendent at his/her sole discretion. No more than two (2) personal days may be used consecutively. Not more than four (4) employees shall take a personal business day on the same date except in emergency or unusual situations, and then only at the sole discretion of the Employer. If more than four (4) employees request a personal business day on the same date, the earliest four (4) applications shall receive priority consideration for approval.
- C. Leave of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
1. A maximum of five (5) days per death in the immediate family. The immediate family would be defined as spouse, father, mother, sister, brother, children, step-parent/children, grandparents, grandchildren, significant other or other relative living in the household (with three (3) days per death for the same members of the spouse's family). (Exceptions would be considered.) Such days may be used at a later date when burial or memorial services are held at a later date.
 2. For court appearance as a witness on behalf of the Employer.
 3. For court appearance with prior approval of the Administration when subpoenaed on any other case.

4. Approved visitation at other schools or for attending educational conferences or conventions.
 5. Time necessary to take the military service physical examination.
 6. The Association shall be credited with five (5) days to be used at their discretion. The Association shall be responsible for assuming any financial responsibility.
- D. A teacher may be granted a leave of absence without pay for a period of up to one (1) year at the discretion of the Employer. Request for said leave must be made in writing not less than sixty (60) days prior to the date the leave is to commence. Exceptions may be made dependent on individual circumstances. Leaves of absence shall be considered upon application for the following purposes:
1. Study related to the teacher's licensed field.
 2. Study to meet eligibility requirements for a license other than that held by the teacher.
 3. Study, research, or special teaching assignment involving probable advantage to the school system.
 4. Personal Business: The regular salary increment occurring during such period may be allowed.
 5. Child care: Said leave shall commence no later than at the time of delivery.
 6. Adoption
- E. Upon the granting of said leave by the Employer, the teacher shall be entitled to return to the school system upon the expiration of said leave to a position for which he/she is certified and qualified.
- F. All leaves shall terminate at the end of the semester or school year. A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave granted by the Employer provided that he/she shall give at least sixty (60) calendar days notice in advance of the requested date of return. The Employer reserves the right in its sole discretion to approve accelerated termination of said leave on the basis of each individual case. Teachers who fail to return from said leave will be considered to have terminated their employment with the district.
- G. Teachers who are officers of the Association or are appointed to its staff may, upon proper application, be given leave of absence for one year without pay for the purpose of performing duties for the Association.
- H. Military leave of absence shall be granted to any teacher inducted into the military service of the United States in accordance with Act 145 of 1943, as amended.
- I. The Employer shall consider a leave of absence without pay to any teacher to campaign for, or serve in, a public office.
- J. A teacher called for jury duty shall be excused with full pay. If the teacher is dismissed from jury duty prior to 3:30 p.m. on a given day, excluding mileage and meals, the jury duty pay for such day must be given to the Employer. If dismissal is after 3:30 p.m. the teacher may keep it.
- K. Bargaining unit members requesting Family Medical Leave Act (FMLA) leave shall conference with the Superintendent to determine the number of paid sick/personal leave days he/she would like to hold in reserve for future use.

ARTICLE 4.2

ILLNESS AND DISABILITY

- A. All teachers absent from duty on account of personal illness, short term disability or any other approved reasons who are in the employ of the Employer shall be allowed full pay for a total of twelve (12) days absence in any school year. Teachers may accumulate unused sick leave from year to year up to a maximum of one hundred fifty (150) days. The number of accumulated sick days shall be updated regularly and provided electronically on payroll record sheets each payroll period.
- B. Any teacher who is absent because of an injury or disease compensated under the Michigan Workers Compensation Law, shall receive from the Employer the difference between the award under Worker's Compensation Law and his/her regular salary up to the dollar value attached to the accumulated sick leave.
- C. After four days of consecutive absence, a physician's statement may be required by the administration.
- D. A teacher who has exhausted his cumulative sick leave may be considered for a loan up to thirty days of additional sick leave for his/her own personal illness only. Additionally and as an alternative, bargaining unit members shall be allowed to voluntarily donate up to two (2) unused personal illness days from their personal sick leave to another bargaining unit member when requested.
- E. First year teachers shall accrue sick leave at the rate of one day for each month worked.
- F. Sick leave loans (as set forth in Article 4.2 D, above) shall be repaid by the teacher by either: 1) Deduction from the teacher's next year's allotment as provided in Article 4.2 A, above; 2) Repayment of the daily rate multiplied by the number of days through payroll deduction on a schedule to be mutually developed by the district and the teacher; or 3) A combination of these two methods as agreed upon by the district and teacher. The selection of method of repayment shall be agreed upon by the teacher and district prior to finalizing approval of the loan. The Employer reserves the right to recoup any sick leave loans not taken care of within one year of issuance by deducting the balance owed from the teacher's salary in installments of two days per paycheck until the balance is satisfied.
- G. Immunization for scarlet fever, measles, mumps, and chicken pox will be provided by the Employer. In the event that a teacher who has taken advantage of this program contacts any of these diseases from classroom exposure, (s)he will receive pay for work days missed without loss of sick leave. A teacher who refuses or neglects to be immunized will not be compensated other than by the terms of Paragraph A above.
- H. Any teacher retiring, resigning, or otherwise terminating employment with the district, other than termination for cause, who has not less than ten (10) years service to the district shall receive one-fourth (1/4) of the teacher's regular daily base pay at such termination for each day of accumulated sick leave, not to exceed three thousand dollars (\$3,000.00).
- I. Teachers with ten (10) or more years of experience with the district may opt to serve their last year of service as a senior advisory teacher with duties to assist less experienced or probationary teachers in orienting themselves to CLPS. This position shall be paid by figuring one half (1/2) of the teacher's daily base pay at such termination for each day of accumulated sick leave not to exceed \$3,500 dollars. The Superintendent may waive the ten year experience requirement at his/her discretion. Teachers who choose to retire under this provision shall notify the Superintendent in writing at least 175 student instructional days prior to his/her retirement date and shall be placed as a senior advisory teacher as listed in schedule "B". Teachers exercising this option shall not be eligible for additional termination pay under 4.2 "H" above.
- J. Sick/Personal Leave Non-Use Incentive
Teachers who are employed for a full school year will be eligible for recognition and an attendance incentive stipend when meeting the following conditions. Teachers who use no more than a combined total of three

(3) sick and personal leave days (and have not been granted unpaid or dock days) during the school year shall be recognized for excellence in attendance within four weeks after the last day of the school year. Such teachers shall also receive an attendance incentive stipend within four weeks after the last day of the school year according to the scale below:

- 0 Days used for the school year\$ 250
- 1 Day used for the school year \$ 200
- 2 Days used for the school year\$ 150
- 3 Days used for the school year\$ 100

ARTICLE 5.1

INSURANCE

A. The Employer shall provide payment of MESSA-PAK health insurance premiums for a twelve (12) month period for each full-time employee and his/her eligible dependents as specified in Appendix D according to the terms of the full legislative hard cap as defined by Public Act 152 of 2011 with annual adjustments made according to the terms of the CPI formula also identified in this legislation. Any excess difference between the cap amount and the premium amount shall be applied to the member's deductible.

The Employer shall provide payment of health insurance premiums for each eligible full-time employee who requests Plan A and who has not selected to be included in and/or covered by his/her spouse's health insurance policy up to the following amounts:

- Single Subscriber **\$488.14** per month
- Two Party (Employee plus spouse) **\$1020.83** per month
- Full Family **\$1331.27** per month

By June 1 on an annual basis the Association shall submit to the Business Office the results of an election to determine if the billing for member premium share shall be done using an aggregate, blending, or straight-up format.

B. Members not electing health insurance will receive MESSA-PAK Plan B and Choices II Pak Rate 2014-2015 member only rate per month to be applied towards the MESSA non-taxable options and/or MESSA's MEA-sponsored tax deferred annuity plan.

C. The Employer shall provide payment of health insurance premiums for each eligible part-time employee who requests Plan A on a percentage basis of the employee's coverage category according to his/her actual teaching time. Six hours shall be used as the base figure. For example: 1 hour worked = 16 2/3% coverage; 2 hours = 33 1/3%; 3 hours = 50%; 4 hours = 66 2/3%; 5 hours = 83 1/3%; and 6 hours = 100%.

D. Upon request of a bargaining unit member either on, or applying for either long term disability (LTD) benefits or short term disability (STD) benefits (options) under sub-sections (A) or (B) above, the Board shall allow the bargaining unit member to sign over his/her benefit to the school district.

1. Upon request of the teacher, the board shall create a personal sick leave bank by advancing an appropriate amount of paid sick leave to the Teacher as specified herein, below.
2. To be eligible for the advancement, the Teacher must be qualified for Long Term Disability (LTD) insurance benefits.
3. If qualified, the Board shall allow the Teacher to sign over his/her LTD benefit to the school district.

4. The district shall, immediately upon receipt of the benefit from the insurance carrier, credit the Teacher with paid sick leave in his/her personal sick leave bank at a level appropriate to the level of reimbursement through the LTD carrier as provided above. Example: If the Teacher is on LTD at a 66 2/3% benefit for 180 days, s/he would have 120 days of paid sick leave (66 2/3% of 180) credited. Said credited sick leave shall be treated as contractual paid sick leave as provided under *Section 4.2 Illness and Disability* of the Current Master Agreement with appropriate taxes deducted, retirement contributions paid and reported to the Michigan Public School Employees Retirement System, and with wages paid to the Teacher on the regularly scheduled paydays as contractually agreed upon by the Employer and the Association.
5. The Teacher shall use the following form to request this arrangement:

I, (PRINT) _____ hereby request that the Central Lake Public Schools receive the amount of (Long Term) (Short Term) Disability benefit that I am authorized to receive from MESSA. I authorize MESSA to disburse the underlined benefit above directly to the school district. In return for my authorization, the school district shall, upon receipt of the benefit, credit me with the appropriately pro-rated paid sick leave through the school district. I understand that appropriate tax withholding and MIP contribution (if applicable) will be deducted prior to issuance of wages.

SIGNED: _____
EMPLOYEE

DATE: _____

ONE COPY TO MEMBER
ONE COPY TO SCHOOL DISTRICT
ONE COPY TO MESSA

ARTICLE 5.2

COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this agreement. Salaries shall be paid in twenty-one (21) equal payments every other Friday or equal payments every other Friday ending with the pay day following the last calendar work day of the school year. Bargaining unit members electing to choose twenty-six (26) payments option must do so in writing to the administrative office before the first teacher work day. Such option will remain in effect during the contractual year.
- B. The salary schedule is based upon the normal duties of a teacher. For extra work the teacher shall be entitled to appropriate additional compensation as in Appendix C.
- C. The professional hourly rate of any teacher shall be (\$30.00) per hour. The teacher shall be paid this established hourly rate in addition to his/her base salary, for all school scheduled time spent after the regular school day in parent-teacher conferences, IEPC meetings, SIP meetings (including NCA Articulation), District Technology Committee & District Curriculum Committee meetings, supervision of extra-curricular activities of students, (if not on Appendix C), teacher meetings called by the Administration or Board after 4:00 P.M., or any educational or civic function where attendance is not voluntary but required, except that the Administration may call one meeting per month on the first Monday, and one meeting on the third Monday of each month, immediately after the end of the class day.

The above shall not apply to situations which are caused by teacher involvement in (a) meeting(s) called in accordance with the following:

1. If the affected teachers have voted by a seventy-five percent (75%) majority of the total affected membership, in an election conducted by the Association, to restructure the thirty minutes before and after

school time, referenced in Article 3.2, B, to provide time for such meeting(s) as requested by the school improvement committee as provided in number (2) below.

2. The district wide school improvement committee may propose a plan for use of such time for curriculum, discipline policy or other similar purposes. The staff shall vote on the plan, as provided above. If the plan is adopted, the restructured time will be considered as being within the normal school day for the duration of the plan. If the plan is not adopted, the regular school day will not be altered except as otherwise provided above.

Example: If the committee requested curriculum work to be done by a building staff after school for two fifty minute meetings per week for three weeks, the teachers could exchange twenty of the required (under Article 3.2, B) thirty minutes per day for three weeks for staying for two fifty minute meetings per week during that period. The other ten minutes per day not restructured would be used for passing and supervision of students at the beginning and end of the school day. Teachers would be excused from attendance during the exchanged time.

- D. The number of contract days shall be 178 according to the attached calendar. The last student day shall be a half (1/2) day for students and a full day for teachers. Teachers finishing the responsibilities the end of this day shall not be required to appear for the last teacher (non-student) day.
- E. When a teaching position is not available for a teacher returning from an illness leave of absence, his/her established contract rate shall apply for any duties offered.
- F. Following completion of required academic or professional courses, advancement on salary schedule will occur on the effective date of pay schedule at the beginning of the school year or on February 1, for courses completed during the first semester.
- G. All teachers who are mandated by the state for continuing education shall be required to earn a combination of a minimum of six (6) semester hours and/or 180 SCECHs in a five (5) year period to advance on the salary schedule.
- H. The Employer shall pay the District's legally required share of the Michigan Teachers Retirement Fund, excluding the MIP option or other mandated employee contributions unless specifically defined as part of this Master Agreement..
- I. The Employer shall provide full tuition reimbursement to a teacher up to a maximum of six (6) credit hours per fiscal year (July 1 – June 30). Such reimbursement shall be paid upon submission to the Business Office of evidence of successful completion of coursework and receipt of tuition paid by the teacher. To qualify for reimbursement, the teacher shall obtain the Superintendent's approval of the course prior to enrolling in it.
- J. Early Retirement Incentive: Early retirement benefits shall be possible, pursuant to the rules of the Michigan Public Schools Retirement System. All bargaining unit members shall automatically become members of the retirement system as required by law. Bargaining unit members who meet the following conditions will be eligible to receive an early retirement incentive:
 1. Must be eligible for retirement under the Michigan Public School Employees' Retirement System (MPERS) and must have made previous application to the Michigan Public School Employees' Retirement System.
 2. Must have submitted a written notice of his/her retirement from the Central Lake Public Schools. This written notice must be submitted to the Superintendent of Schools by March 1 of the year when retiring.
 3. Must have been employed by the Central Lake Public Schools for a minimum of ten (10) years and have a total of twenty-five (25) or more years of credited service with MPERS.

4. Bargaining unit members who qualify as outlined above, will receive the following purchase of retirement credit with MPSERS upon retirement:

Years of MPSERS
Credited Service

25	Full Cost of Purchasing Five (5) years generic credit for 1997-98 and 1998-99 only. Three years generic credit for 1999-2000
26	Four (4) years generic credit for 1997-98 and 1998-99 only. Three (3) years generic credit for 1999-2000
27	Three (3) years generic credit
28	Two (2) years generic credit
29	One (1) year generic credit
30	Zero (0)

This one-time payment will be paid to MPSERS on behalf of members as stated above based on that member's credited service as determined by MPSERS. Example: A member who is in his/her twenty-seventh (27th) year of credited service would receive the purchase of three (3) years of generic service credit and a member in his/her twenty-eighth (28th) year of credited service would receive the purchase of two (2) years of generic service credit and so on. The full cost referenced above includes all charges, excluding applicable taxes, which the member would incur to purchase the generic credit.

5. The amount of the one-time payment to the eligible retiree will be made to MPSERS on behalf of the member by July 15 of the year when retiring for school year employees and by September 15 of the year when retiring for full year employees.
6. It is understood and agreed that no more than three (3) bargaining unit members will be eligible for this benefit in any given school year on a first come, first served basis. Any member who is otherwise eligible but who cannot take advantage of the opportunity under this clause shall be allowed to take the benefit without penalty in the next school year.
7. No member shall be eligible to receive the aforementioned cost of purchasing service credit directly in any form. All purchases shall only be made on behalf of the eligible employee through MPSERS.
8. The Employer shall have the sole right to waive any of the conditions which may otherwise preclude a bargaining unit member from qualifying for the benefits as stated above when in its judgment such waiver is in the best interest of the district. Such action, when and if taken, shall not be considered as precedent setting.

ARTICLE 5.3

EXTRA-CURRICULAR COMPENSATION

- A. The salary schedule for extra-curricular activities is incorporated as presented in Appendix C.
- B. All percentages listed in the extra-curricular salary schedule (Appendix C) shall be limited to the first six years of continuous service and shall be applied to the appropriate level of the B.A. track. However, after three or more years of continuous service, a teacher will be allowed a one year break without interrupting continuous service.
- C. Open positions on the extra curricular schedule shall normally be awarded for the following year by June 1. Association members shall be given preference for open extra curricular positions if they are qualified and/or experienced. The Board reserves the right to determine which member is most qualified and most experienced for the open position.
- D. Should Parent-Teacher conferences be scheduled by the parties outside of the regular school day, requiring extra working time by teachers during that day, such time shall be paid at the rate of \$30.00

per hour, or the district will award teachers a compensatory day in exchange for the one afternoon and two evenings of parent-teacher conferences.

- E. In-service or Professional Development activities outside of the regular school day, school week or school year and approved by the administration and teacher(s) shall be paid at the rate of \$20.00 per hour for actual time spent at the activity. Such activities shall be limited to six (6) hours per day unless agreed otherwise by the parties.

ARTICLE 6.1

MISCELLANEOUS PROVISIONS

- A. Teachers shall be informed of a telephone number they may call before 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association shall be duly advised by the Employer of fiscal, budgetary and tax programs affecting the district, and the Association shall, whenever feasible, have the opportunity in advance to consult with the Employer with respect thereto.
- C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Employer recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- D. All school monies will be collected by the office.
- E. On a day in which children are not required to be in attendance due to inclement weather, teachers shall be notified as soon as possible and are not required to report to school on such days. Snow days shall be made up as per state law. When days are to be made up, scheduling of such days shall be negotiated. Days made up in June shall be 1/2 days unless more clock hours are required by state mandate. Teachers will not receive extra compensation for make-up days. Pre-arranged personal leave time shall not be charged when school is closed due to inclement weather.
- F. The Association and the Administration of the school shall cooperate in establishing a calendar for the ensuing year. Insofar as possible, efforts shall be made to avoid conflicts between the academic program and co-curricular, extra-curricular activities.
- G. Teacher aides as mentioned in this contract shall mean adult personnel hired to assist the professional staff in routine assignments. Teacher aides shall not be construed to mean high school pupils. The provisions of this clause do not infer that members of the Future Teachers Association or S.T.A. class members cannot be allowed in the classrooms to assist in gaining meaningful experience under a qualified teacher. A high school pupil may be hired if necessary to do routine teachers aide duties, if agreeable to the teacher involved.
- H. Each teacher shall maintain with the office of the Superintendent of Schools the current correct address and phone number which may be used to contact him (or her) in emergency matters while they are in the employ of the school district.
- I. The Association recognizes the occasional need for work to be performed before and after the actual contracted days of employment in a given school year. The Employer may request additional days of employment from a staff member, and if mutually agreed upon, will reimburse said employee at a rate equal to or above the hourly contract rate.

- J. If the Employer decides it is necessary to certify a teacher in another area and the teacher agrees to be recertified, the Employer shall pay tuition, books and fees. In addition the Employer will pay a stipend of \$150.00 per semester hour taken during the summer non-school days.
- K. Prior to any annexation or consolidation there will be an agreement between the Association and the Board of Education to include seniority status, benefits and working conditions of the District's employees.
- L. Pay for Performance Compliance with Michigan Revised School Code: Consistent with Michigan School Code Revisions and Reform, the parties agree to the following:
 - 1. Regarding Pay for Performance:
 - a. Teachers who are rated effective or highly effective on annual year-end performance evaluation shall be awarded \$1.00 performance pay.
 - b. Teachers who are rated as minimally effective or ineffective on an annual year-end job performance evaluation shall not be awarded the \$1.00 performance pay.
- M. The Employer and the Association recognize that an Emergency Manager may be appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate this collective bargaining agreement as provided in Public Act 4 of 2011. This clause is included in this agreement because it is legally required by state law.
- N. On an annual basis, the Employer shall give a copy of its policies and procedures to the Association President. Any revision of these policies shall be given to the Association President within fifteen (15) work days of such Board action.

ARTICLE 6.2

GRIEVANCE REPORT FORM

Grievance # _____, Central Lake School District

Distribution Form:

- 1) Superintendent 2) Principal 3) Association 4) Teacher

GRIEVANCE REPORT

Building Assignment Name of Grievant Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature, N.M.E.A. Date

C. Disposition by Principal _____

Signature of Principal Date

Note: If additional space is needed in reporting Section B1 and B2 of Step I, attach an additional sheet.

D. Position of Grievant and/or Association _____

Signature

Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III-A (Optional)

A. Date Submitted to Mediation _____

B. Recommendation of Mediator _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator (as per attached statements)

Signature _____ Date _____

**ARTICLE 6.3
CONTRACT OF EMPLOYMENT
Central Lake Public Schools
Central Lake, Michigan
TEACHERS CONTRACT**

This is a _____ Contract.

Parties: This contract is entered into between the School District of the Central Lake Public Schools, Antrim County, Michigan, hereinafter called "School District," and _____, hereinafter called the "Teacher."

Employment: The School District agrees to hire Teacher for the School Year _____ in the capacity of Teacher, and Teacher hereby agrees to perform public school services in such grade, department, or assignment as may be requested by the Board of Education of the School District, to perform, to obey and fulfill the laws of the State of Michigan and the rules, regulations and policies of the School District, and in general, to carry out the educational programs of the School District.

Salary: The School District agrees to pay Teacher in accordance with existing salary schedule and computation hereinafter contained in _____ biweekly installments.

Continuing Tenure: If Teacher holds all certificates and other qualifications required by law, is legally certified to teach in the School District, and has satisfactorily served a probationary period according to the law of the State of Michigan and as prescribed by the Board of Education of School District, said teacher shall be a teacher on continuing contract. Employment on continuing contract shall continue in accordance with laws of State of Michigan and policies of School District and Teacher shall annually receive a supplementary contract.

Assignment & Transfer & Non-Tenure in Administrative Assignment: Teacher is subject to assignment and transfer at discretion of the Superintendent of Schools of the School District. No Teacher employed in an administrative capacity shall be granted tenure in such administrative capacity, but shall be granted continuing tenure only as a classroom teacher. Failure of the Board of Education of School District to reemploy such teacher in any administrative capacity shall not be deemed a demotions within provision of Michigan laws relating to tenure.

Master Agreement: The provisions of this contract are subject to the terms and conditions of the master agreement developed by the Central Lake Education Association and the Board of Education.

Extra Duty Assignment: No teacher shall be granted tenure in an extra duty assignment. Additional compensation for extra duty pay may be terminated by the School District upon 30 days written notice. In case of termination, only such proportional part of the pay due at the time of termination shall be paid as the number of days worked compared to the number of days contracted.

Policy: The statement of policy and rules and regulation of the School District are an integral part of this contact if not superseded by provisions of master contacts.

Salary Computation:

Base Salary:

Experience inside system:

Step:

Experience outside system:

Professional Growth:

Increments Hours:

Extra Duty Assignment:

Summer Work:

Longevity:

Total:

IN WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.

Teacher

Board of Education

Signature: _____

APPENDIX A

2014-2015 SALARY SCHEDULE

Freeze of 2013-14 Schedule

STEP		BA		MA
1	1.00	38,399	1.00	41,517
2	1.06	40,703	1.06	44,008
3	1.10	42,239	1.12	46,499
4	1.15	44,159	1.17	48,575
5	1.20	46,079	1.23	51,066
6	1.25	47,999	1.28	53,142
7	1.29	49,535	1.33	55,218
8	1.34	51,455	1.39	57,709
9	1.38	52,991	1.51	62,691
10	1.48	56,831		

LONGEVITY

YEAR		BA,		MA
12	409	57,240		63,100
13	617	57,448		63,308
14	822	57,653		63,513
15	1029	57,859		63,720
27	2054	58,885		64,745

APPENDIX B

EXTRA-DUTY ASSIGNMENTS

POSITION OR DUTY

% OF STEP 1 - 5 (BA)

Athletic Director	8%	Two class periods of release time shall be provided for the performance of such duties.
Varsity Football	10%	
Ass't Football	7%	
J.V. Football	7%	
Ass't J.V. Football	5%	
Varsity Basketball	10%	
J.V. Basketball	7%	
Freshman Basketball	5%	

J.H. Basketball	5% for 1 team 7% for 2 teams
Volleyball	8%
J.V. Volleyball	4%
Pre-season (Any Varsity head coach)	2%
Cheerleading (Fall Season)	5%
Cheerleading (Winter Season)	5%
Middle School Football	5%
Middle School Volleyball	4%
Middle School Track	4%
Middle School Basketball (1 Team)	5%
Middle School Basketball (2 Teams)	7%
Middle School Cross Country	4%
HS Track (Boy's or Girl's)	8%
HS Track (Boy's and Girl's combined)	10%
HS Cross Country	8%
Baseball and Softball	7%
Play Director/Xmas Program Dir.	2% Each Play - Limit 2
Band Director	10%
Science Fair	4%
Safety Patrol	1%
Quest Advisor	1% per group
Curriculum	See *, below
Senior Advisory Teacher	See 4.2, I
Annual Supervisor	
(If not part of regular teaching day)	3%
National Honor Society	1.5%
4 th Grade Overnight Trip Coordinator	2%
5 th Grade Overnight Coordinator	.5%
8 th Grade Overnight Coordinator	2%
Dean of Students	\$3,000 (at least 1 released hour per day)

Duties: Discipline of students, parent contacts, follow-up with teachers when appropriate. Other duties not requiring authority over or evaluative responsibilities for other teaching staff as assigned by the Superintendent.

CLASS SPONSORS:

6TH	½%
7TH	½%
8TH	½%
9TH	1%
10TH	2%
10 th Grade Concessions	2%
11TH	2%
12TH	2%

POSITION OR DUTY

% OF STEP 1 - 5 (BA)

Student Council	3%
Forensics	2%
Art Fair	2%
Vocal Music Comm. Activities	2%

- A. *A \$5,000 fund will be established through which any member may apply for pay for curricular or other approved projects for pay at \$30.00 per hour. A committee shall be established consisting of two Association members selected by the Association and representative of the buildings and the two principals. This committee shall review and approve applications for such projects. Projects not so approved shall not be eligible for the compensation referenced above. Unused funds at the end of the year will be distributed by the committee for curricular purposes (special purchases approved by the committee by application).
- B. Pay for extra duty athletic coaching assignments shall be equalized K-12 where hours, students, meets, and games are equal. No teacher will receive a reduction in rate due to terms of this paragraph.
- C. The Board shall compensate a teacher at the rate of 10% of the teacher's pay if a sixth class in lieu of prep time is a repeat of another course caused by a split class. However, if sixth class in lieu of prep time creates an additional prep for the teacher, then the Board shall compensate the teacher at the rate of 16% of the teacher's pay.
- D. Mentor teachers shall be paid two-hundred dollars (\$200.00) per semester.
- E. Where positions are divided between two or more teachers the sum shall be divided equally.
- F. If an aide is not assigned to recess duty, teachers may volunteer and the following shall be in effect:
 - 1. For a teacher volunteering to supervise recess (30 minutes/day) for the entire school year, reimbursement shall be at 6% of Step 1-5 of the BA base salary.
 - 2. Teachers who volunteer to substitute for recess duty or who serve as recess supervisor on a less than full school year basis shall be compensated at the rate of ten (10) dollars per recess.
 - 4. Assignment of teachers volunteering on a yearly basis will be at the discretion of the Employer.
 - 5. When there is an administrative decision to not provide for formal recess being built into the elementary building schedule, classroom teachers may schedule one or more unstructured breaks or playtimes within their school day, not to exceed thirty (30) minutes per day. Such breaks/playtimes shall be supervised on a voluntary, non-extra-compensation basis.

APPENDIX C

MESSA-PAK

PLAN A

**HEALTH
LTD**

CHOICES II **OR** ABC Plan 1 (Member Option)
66 2/3%
Plan II
90 Calendar Day Modified Fill
\$5,000 Monthly Max on Benefits
Maternity Coverage
Preexisting Condition Waiver
Freeze on Offsets
Alcohol/Drug - Same as any other illness
Mental/Nervous - Same as any other illness
Cost of Living Benefit
80/80/80 \$1500 80/\$4000
\$50,000 with AD & D
VSP 3+ Platinum

**Delta Dental Plan
Negotiated Life
Vision**

PLAN B

**Delta Dental Plan
Vision
Negotiated Life
LTD**

80/80/80 \$1500 80/\$4000
VSP 3+ Platinum
\$50,000 with AD & D
66 2/3% (Same as above)

THE EMPLOYER WILL REQUEST A SPECIAL ENROLLMENT PERIOD FOR MEMBERS ELECTING TO CONVERT TO THE ABC PLAN 1, EFFECTIVE EACH JANUARY. MEMBERS WILL DECLARE THEIR DESIRE TO SWITCH TO THE HSA PLAN NO LATER THAN NOVEMBER 1 EACH YEAR.

ON AN ANNUAL BASIS, BUT NOT LATER THAN JUNE 1ST, THE ASSOCIATION WILL NOTIFY THE EMPLOYER IF THERE ARE ANY CHANGES TO THE INDIVIDUAL MEMBER OPTIONS FOR THEIR MESSA HEALTH CARE PLANS.

Appendix D – Staff Acceptable use Policy

CENTRAL LAKE PUBLIC SCHOOL DISTRICT PROPOSED NETWORK & ACCESS AGREEMENT FOR STAFF MEMBERS

This agreement is entered into this ____ day of _____, 20____ between _____, hereafter referred to as Staff Member, and the Central Lake School District, hereinafter referred to as District. The purpose of this agreement is to provide Electronic Mail, Electronic Bulletin Board and Internet access for educational and administrative purposes to the Staff Member. As such, this access will (1) assist in the collaboration and exchange of information, (2) facilitate personal growth in the use of technology, and (3) enhance information gathering and communication skills.

The intent of this contract is to ensure that Staff Members will comply with all Network and Internet Acceptable Use Policies approved by the Central Lake School District.

In exchange for the use of the Central Lake School District Internet resources either at school or away from school, I understand and agree to the following:

- A. The use of the Central Lake School District Network is a privilege which may be revoked by the District at any time and for any reason. Appropriate reasons for revoking privileges include, but are not limited to, the altering of system software, the intentional placement of unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages. The District reserves the right to remove files, limit or deny access, and refer the Staff Member for other disciplinary actions as provided under Article 2.6.
- B. The District reserves all rights to any material stored in files which are generally accessible to others and will remove any material which the District, at its sole discretion, believes may be unlawful, obscene, pornographic, or abusive, or otherwise objectionable. Staff members will not use their District-approved computer account/access to obtain, view, download, or otherwise gain access to such materials.
- C. All information services and features contained on District or Network resources are intended for the private use of its registered users and any use of these resources for commercial-for-profit or other unauthorized purposes (i.e. advertisements, political lobbying), in any form is expressly forbidden.
- D. The District and/or Network resources are intended for the exclusive use by their registered users. The Staff Member is responsible for the use of his/her account/password and/or access privilege. Any problems which arise from the use of a Staff Member's account are the responsibility of the account holder. Use of an account by someone other than the registered account holder is forbidden and may be grounds for loss of access privileges.
- E. Any misuse of the account will result in suspension of the account privileges and/or disciplinary action determined by the District. Misuse shall include, but not be limited to:
 - (1) Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users without expressed consent.
 - (2) Misrepresenting other users on the Network.
 - (3) Disrupting the operation of the Network through abuse of the hardware or software.
 - (4) Malicious use of the Network through hate mail, harassment, profanity, vulgar statements or discriminating remarks.
 - (5) Interfering with others use of the Network.
 - (6) Extensive use for nonwork-related communication.
 - (7) Illegal installation of copyrighted software.

(8) Unauthorized downloading, copying, or use of licensed or copyrighted software.

F. The use of District and/or Network resources are for the purpose of (in order of Priority):

- (1) Support of the academic/administrative program.
- (2) Telecommunications
- (3) General Information

G. The District and/or Network does not warrant that the functions of the system will meet all specific requirements the user may have, or that it will be error free or uninterrupted: nor shall it be liable for any direct, indirect, incidental or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.

H. The Staff Member will delete old mail messages from the personal mail directory to avoid excessive use of the electronic mail disk space.

The District and/or Network reserves the right to log Internet use and to monitor electronic mail space utilization by users and will periodically make determinations on whether specific users of the Network are consistent with the Acceptable-Use policy.

I. The Staff Member may transfer files from information services and electronic bulletin board services. For each file received through a file transfer, the Staff Member agrees to check the file with a virus-detection program before opening the file for use. Staff Members may be liable for loss of privileges on a case by case basis. Such situations may be reviewed by network staff.

J. The Staff Member may not transfer file, shareware, or software from information services and electronic bulletin boards without the permission of the District. The Staff Member will be liable to pay the cost or fee of any file, shareware, or software transferred, whether intentional or accidental, without such permission.

K. The District reserves the right to log computer use and to monitor fileserver space utilization by users. The District reserves the right to remove a user account on the Network to prevent further unauthorized activity. Personal information should not be stored on network resources.

L. Software Registry will be maintained. Registration of all Central Lake School District software/equipment will be maintained at Central Lake Software Network.

M. The parties agree that the classroom Teacher(s) are released from any liability based upon information retrieved from the Internet by a student.

In consideration for the privileges of using the Central Lake School District resources, and in consideration for having access to the information contained on the Network, or by the Network, I hereby release the District, Network and their operators and administration from any and all claims of any nature arising from my use, or inability to use the District and/or Network resources.

Signature of Staff Member

Date

SCHOOL IMPROVEMENT PLAN

- A. It is mutually agreed and understood that the school district will be involved in School Improvement Plans, School Reform Plans, or other similar plans which may be known by various names.
- B. Bargaining unit members shall not be excluded from voluntarily participating in School Improvement Plans or school reform plans and such participation shall be voluntary.
- C. Final copies of all School Improvement Plans shall be made available to the Association President upon request.
- D. Site based decisions and/or the school improvement process and committee membership shall be consistent with State and/or Federal regulations and/or guidelines except that site-based decisions and/or school improvement process shall not be contrary to or inconsistent with the terms of this agreement.
- E. Members shall be paid a stipend for their service and membership shall be for a period of three (3) years. The stipend shall be set forth in Article 5.2 C.

Central Lake Public Schools Calendar 2014-2015

September 2014	Mon.	Tues.	Wed.	Thu.	Fri.
9-1 First Day for Students	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30			

March 2015	Mon.	Tues.	Wed.	Thu.	Fri.
	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
Spring Break	23	24	25	26	27
	30	31			

October 2014	Mon.	Tues.	Wed.	Thu.	Fri.
			1	2	3
	6	7	8	9	10
	13	14	15	16	17
10-23 Eve. Conf. 10-24 AM. & Eve. Conf.	20	21	22	23	24
	27	28	29	30	31

April 2015	Mon.	Tues.	Wed.	Thu.	Fri.
			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	

November 2014	Mon.	Tues.	Wed.	Thu.	Fri.
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
Thanksgiving Break	24	25	26	27	28

May 2015	Mon.	Tues.	Wed.	Thu.	Fri.
					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
5-25 Memorial Day	23	26	27	28	29

December 2014	Mon.	Tues.	Wed.	Thu.	Fri.
	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
Christmas Break	22	23	24	25	26
	29	30	31		

June 2015	Mon.	Tues.	Wed.	Thu.	Fri.
	1	2	3	4	5
Graduation June 7	6	7	8	10	11

January 2015	Mon.	Tues.	Wed.	Thu.	Fri.
				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

The above calendar includes the following breaks:

February 2015	Mon.	Tues.	Wed.	Thu.	Fri.
	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
2-26 Eve. Conf. 2-27 AM. & Eve Conf	23	24	25	26	27

September 1	Labor Day
September 2	Teacher Work Day- No School
September 3	½ day students, ½ day PD
September 26	½ day students, ½ day PD
October 10	½ day students, ½ day PD
October 22 & 23	Full Day 10-22; ½ day 10-23 P/T Conf.
October 24	No School
November 5	ISD Wide Professional Development Day – No School
November 26, 27 & 28	Thanksgiving
December 22 – January 4	Winter/Christmas Break
January 23	½ day students, ½ day PD
February 13	½ day students, ½ day PD
February 25 & 26	Full day 2-25; ½ day 2-26 P/T Conf.
February 27	No School
March 6	½ day students, ½ day PD
March 27 – April 6	Spring Break
May 22	½ Day PD- ½ Day Transitions
May 25	Memorial Day – No School
Sunday, June 7, 2015	Graduation 2pm
June 5, 8 & 9	½ days Exams
June 9	½ day – Last Day for Students

Student Days= 173
Instructional Hours= 1109.50
PD Hours= 30.5

**CENTRAL LAKE PUBLIC SCHOOLS
BOARD OF EDUCATION**

**NORTHERN MICHIGAN EDUCATION
ASSOCIATION / MEA / NEA**

BY: _____
Superintendent

BY: _____
Mary Lieberman, UniServ Director
Chief Spokesperson

BY: _____
Board of Education President

BY: _____
Central Lake EA President

BY: _____
NMEA President