

Master Agreement



between the
Camden-Frontier Education Association 4C/UBA/MEA/NEA
and the
Board of Education
of the
Camden-Frontier Schools
2009-2012

INDEX

Camden-Frontier

Master Agreement

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ARTICLE I

Recognition

- A. The Board hereby recognizes the 4-C Unified Bargaining Association MEA-NEA as the exclusive bargaining representatives, as defined in Section II of Act 379, Public Acts of 1965, for all full-time teachers, regularly employed part-time teachers, guidance counselors, and librarians employed by the Board, but excluding Superintendent, Principal or any other executive personnel. The term “teacher,” when read hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers’ organizations other than the 4-C Unified Bargaining Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. The provisions of this Agreement and wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, age, marital status, or membership in or association with the lawful activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, physical size, or national origin, and to seek to achieve full equality of educational opportunity to all pupils within our district.

ARTICLE II

Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every bargaining unit member employee of the Board shall have the right to organize, to join, and to support the Association for the purposes of engaging in collective bargaining or negotiations and other lawful 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 Board undertakes and agrees first that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States and second that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, of his institution of any grievance, complaint or proceeding under this agreement or with respect to any terms or conditions of employment.
- B. The Board and Association recognize the right of both parties to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, as provided in Sec. 7 of Act 379 of Michigan Public Acts of 1965.
- C. The Association shall have the right to use school facilities for meetings. The Association agrees to abide by the rules and regulations established by the Board for use of school facilities. The dates must

be approved by Administration. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association. Bulletin boards in the staff lounge and teachers' mailboxes shall be made available to the Association and its members.

- D. The Board agrees to furnish the Association with a copy of such public information which may be available concerning the financial resources of the district, tentative budgets and requirements, allocations, and such information which may be necessary to the organization to bargain collectively with the school with respect to wages, hours, and other terms and conditions of employment. The Board further agrees to make available information which may be necessary to process a grievance or complaint. The Association agrees that requests for such information will be made in writing through its president or someone designated by him, and that requests will be made sufficiently in advance of their needs so that the school may have ample time to prepare and/or assemble the information. Original records may be examined only at the office of the school.
- E. It is the policy of the Camden-Frontier School that no employee shall be discriminated against on the basis of age. It is recognized, however, that the physical and mental condition of an individual may deteriorate. In order to provide for quality instruction, a teacher may be required by the Board, to submit a statement from a person trained and competent to do so attesting to the teacher's competency to continue teaching. The examination will be conducted by an individual of the Board's choice and the cost of the examination will be borne by the Board. This does not prohibit the teacher or the Association from getting a second opinion with the cost to be covered by the teacher and/or his/her medical insurance program.
- F. The Camden Frontier Education Association President shall be notified of any changes to a member's status (i.e.: leave of absence, resignation, retirement, new hire, etc.)

ARTICLE III

Board Rights

- A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including and without limiting the generality of the foregoing, and right:
 - 1) To the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees in the performance of their duties;
 - 2) To hire all employees and subject them to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees;
 - 3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board;

- 4) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 - 5) To determine class schedules, the hours of instruction, the duties, responsibilities and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.
 - 6) In the event of an emergency, the Board shall have the right to extend the length of the teachers' contract, without additional pay, to provide the required minimum number of instructional days in order to be eligible for State Aid under the laws of Michigan. The following shall be considered as an emergency: mechanical failures, bus breakdown, student and teacher strikes or other conditions which are above and beyond the control of the Board. Teachers need not report on these emergency days.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

ARTICLE IV

Professional Compensation

- A. The salary schedule (a teacher's base pay is determined by one's teaching experience and college degree), is attached to this contract as Schedule A.
- B. The salary schedule as found in Schedule A is based upon a length of time of 172 working days for teachers. Each additional work day over 172 in any school year shall be compensated at the rate of .005 (1/2%) of the teacher's base.
- C. Extended Work Time: If a teacher is employed above the normal 37 weeks, his/her salary shall be derived in the following manner:

$$\text{Salary} = A/172 \times B$$

A = Number of days worked in addition to the 172 day contract

B = Salary on the salary schedule (Schedule A)

- 1. Media Director(s) and High School Counselor(s) will be expected to work up to ten (10) additional days beyond the school year. The Agriculture Science Teacher will be expected to work up to twenty-five (25) additional days beyond the school year. These days cannot be used for FFA projects or other assignments that the teacher is being paid for under Schedule B. The teacher will be paid for additional days at the end of each semester (log required for payment).
 - 2. Activity logs/documentation shall be provided to the principal at the end of each semester when additional extra days are worked.
- D. Pays: Teachers shall be paid every other Friday. Individual teachers shall have a choice of 20 pays or 26 pays. The individual teachers may make the decision of number of pay periods they wish by the first Monday of the new school year.
 - E. Deductions:
 - 1. Teachers shall sign and return to the office a list of authorized payroll deductions by the end of the orientation period held before school starts.
 - 2. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions, MSPERS Service Credit Purchase, additional insurance and any other plans or programs jointly approved by the Board and the Association.

- F. Tuition Reimbursement: A teacher with a permanent, continuing, or professional certificate will be paid \$160 per semester hour and \$105 per term hour for courses taken. The Board will pay for a maximum of twelve (12) credit hours per year during the fiscal year.
1. The courses taken must be in the teacher's major or minor field or in his/her planned course of study as approved by the college or university or in courses otherwise approved by the Superintendent.
 2. The Superintendent shall be informed in writing of courses to be taken.
 3. Teachers will be paid after courses have been successfully completed as indicated by their grade slip or transcript showing a total G.P.A. of B or better.
 4. Teachers will be paid only for hours earned while employed by Camden-Frontier School.
- G. Mentor Teacher: The mentor teacher shall be paid four hundred dollars (\$400.00) per mentee, per school year.
- H. It is expressly understood that teachers shall not acquire tenure status in extra curricular positions listed in Schedule B of this agreement.
- I. Substitute Teaching. The Administration will make every effort to find a substitute teacher when any teacher is absent. The staff teacher who is substituting during his/her planning time will receive additional compensation 1/6 of the daily substitute rate for each clock hour the staff teacher substitutes. Librarians, social workers, counselors, LD teachers, Chapter I/Title I teachers or similar members of the bargaining unit who are not assigned the regular classroom teaching load and who substitute during their working day will also receive this rate for each hour of substituting. Substituting will be on a voluntary basis. In the event of elementary teachers not receiving their minimum of preparation time as stated in Article VII A, they will be compensated at the above rate.
- J. Mileage Reimbursement: With prior approval from the Superintendent or his designee, employees who use their personal automobiles for school related business shall be reimbursed for their mileage at the current I.R.S. allowed rate.
- K. Step Placement: Upon employing teachers for the first time in this system, the board may allow up to and including 7 years of experience.
- L. Retirement Incentive: If the Board is to offer an Early Retirement Incentive to the CFEA, it will do so by April 1 of any school year.
- M. Extra Services Pay. The 2000-2001 pay for services such as, but not limited to, committee work beyond the school day, coaching, advising, etc. is attached to this contract as Schedule B. The calculation of the extra service dollar amounts, including the maximums, shall be raised each year by the percentage equivalent to the percentage increase of the teacher's salary scale (Schedule A) for subsequent school years after 2000-2001.

ARTICLE V

INSURANCE

A. Annuity

The Board approved a resolution to allow the employees of the Camden-Frontier School District to avail themselves of the annuity purchase and deferred income taxation provisions of Section 403 (B) of the Internal Revenue Code of 1954 as amended. The bargaining unit member will select which annuity company and the amount to be deducted on or before September 13 of each school year. The amount and the company selected will be changed only in emergency cases during the contract year.

The Board shall provide all employees a choice of PAK A (Choices II) or PAK B (for those not electing health coverage) described below for a full twelve (12) month period for each year of this agreement for the employees and their eligible dependents as defined by MESSA, including sponsored dependents. **Part-Time positions will receive benefits on a pro-rated basis.**

B. Health/Dental/Vision/Life/LTD Insurance Benefits

Each teacher may elect one of the insurance benefit plan options below:

PAK A with MESSA Choices II

Health	MESSA Choices II \$200/\$400 In Network \$400/\$800 Out of Network
Rx	\$10.00/\$20.00
Long Term Disability:	66 2/3% \$2,500 maximum 90 calendar days modified fill Freeze on offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental:	80/80/80 \$1,000 80: \$1,300
Negotiated Life:	\$5,000 AD & D
Vision:	VSP 2 Silver

A teacher choosing PAK A with MESSA Choices II will pay **\$60.00 per single subscriber and \$100.00 per 2 person or full family subscriber per month** through the Board administered internal Revenue Code Section 125 Plan or the amount will be deducted from the teacher's pay if the teacher does not choose to participate in the Internal Revenue Code Section 125 Plan. **For the 2010-2011 school year only, an additional twenty-five dollars (\$25.00) per month will be added to the premium contribution (in aforementioned sentence) per member electing PAK A for the months of September, October, November and December – 2010 only.**

The monthly contribution for PAK A remains the same as the 2010-2011 school year. In addition, for the 2011 – 2012 school year only the parties will split any premium increase in excess of one thousand four hundred seventy-five dollars (\$1,475.00)/month based on the July 1,

2011 renewal composite rate. No change in level of benefits shall occur without agreement by both parties.

Part time teacher's premium contributions shall be pro-rated.

3. PAK B with no health insurance:

Delta Dental:	80/80/80: \$1,000 80: \$1,300
Negotiated Life:	\$10,000 AD & D
Vision:	VSP 2 Silver
Long Term Disability:	Same as above

A teacher choosing PAK B with no insurance will have the cost of these PAK B insurance benefits fully paid by the Board.

D. Cash Options.

The balance of the single subscriber health insurance premium amount remaining after deducting the cost of PAK B will be available for cash payment or for MESSA/MEAFSA nontaxable options for PAK B participants. This said balance shall not exceed \$1,300 per year. The Board has adopted a qualified plan document which complies with Section 125 of the Internal Revenue Code. All costs relating to the implementation and administration of benefits under this program shall be borne by the Board. To elect a tax-deferred annuity, the employees shall enter into a salary reduction agreement.

ARTICLE VI

Teaching Hours

A. The teacher's normal teaching hours in the secondary and elementary schools shall be as follows:

1. Teachers will be in the building no later than 7:40 a.m. (ten minutes prior to the start of classes.)
2. Teachers will meet their first class at their assigned place of duty no later than the beginning of student contact time.
3. Staff meetings: Meetings will be held twice per month (as needed and determined by the administration) and will last no fewer than thirty (30) minutes and no longer than forty-five (45) minutes unless mutually agreed upon by the Administration and the CFEA President and/or the Association Representatives for that level. Changes to this schedule must provide a minimum of 24 hours notice to the staff. It is understood that should a teacher have a previous commitment, he/she will not be expected to attend the meeting. However, it is the responsibility of that teacher to apprise himself of the information covered at the meeting.
4. Teachers are required to stay ten (10) minutes after students are dismissed unless he/she has received permission. Teachers may leave on Fridays immediately after students are dismissed.

5. All professional personnel are expected to conduct themselves in a reasonable manner regarding their scheduled working hours. Excessive cases of delinquency shall be dealt with by the Administration and a separate committee of two (2) from the Association.
6. On days when school is closed due to inclement weather or road conditions, the Superintendent will make every effort to call off school by 7:00 a.m. The teacher need not report to school. However, subject to current Michigan Law, the snow days will be made up at the end of the year.

B. All teachers shall have a duty-free, uninterrupted lunch period of not less than 30 minutes.

C. Forty Hour Work Week

The Board recognizes the principles of a standard forty hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of the school building.

ARTICLE VII

Teaching Load and Assignments

A. No departure from the following norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representatives of the Board 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.

1. The normal teaching load in grades 6 through 12 shall consist of six (6) periods of fifty minutes each with seminar or fifty-five (55) minutes if no seminar in schedule. Teachers shall teach six (6) daily periods. Teachers will be provided one individual planning period of at least 50 minutes each day (250 minutes or 4 hours and 10 minutes in a normal five day work week). Further, each teacher shall be provided a duty-free lunch period thirty (30) minutes each day.
2. Elementary teachers, grades K through 5, shall have a minimum of 200 minutes of non-pupil contact individual teacher planning time per week in a normal 5 day work week.

The teacher planning time shall be in segments of no less than twenty-five (25) minutes. Further, each teacher shall be provided a duty free lunch period of thirty (30) minutes each day.

3. Teachers who have a split assignment between the high school and/or middle school and/or elementary school shall have a minimum of 250 minutes of individual teacher planning time per week in a normal 5 day work week.

The teacher planning time shall be in segments of no less than thirty (30) minutes. Further, each teacher shall be provided a duty-free lunch period of thirty (30) minutes each day.

- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates in their major or minor field of study.
- C. Teachers who will be affected by a change in grade assignment in the secondary grades will be notified and consulted by their principal of any changes of a teacher's assignment by the last day of school. Any changes after July 1 will be voluntary, except when changes are necessitated by death or unforeseen resignations or leaves of a bargaining unit member.

ARTICLE VIII

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Class Size

Because the pupil teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible with the ultimate goal to be 28 pupils per class except in specialized subjects where more or less would be desirable. For the purpose of computing the class size, any student who is mainstreamed under PL 94-142 shall be counted as two (2). A teacher of academic subjects in grades K-12 will come under the following class size guidelines:

1. When a K-5 teacher has an average class size over 28, that teacher will be reimbursed \$3.00 per membership (based on daily attendance count) day per student over the maximum average class size of 28. Reimbursement will be on the second pay in June.
2. In the secondary grades (6-12) there shall be a maximum average class size of 28 excluding classes such as instrumental or vocal music where a larger class size may be mutually agreed upon. For every student over the average maximum, the teacher will be reimbursed at the rate indicated in A1, above.
3. Reimbursement shall be based on the numbers of students appearing on grade sheets at the end of each of the four (4) marking periods, and shall be made at the conclusion of each marking period.

B. Assignment of Students

1. When assigning students for the following year, the Administration will make every attempt to balance classes within an elementary grade level according to the following criteria:
 - a. Number of students
 - b. Gender of students

- c. Academic achievement including remedial and LD
 - d. Behavior problems are to be divided equally based on previous years teacher(s) recommendation.
2. Assignment of students shall only be made after consultation with teachers of both the sending and receiving grades. Parental requests for assignment may be honored, but only for valid educational reasons, and with due consideration to the educational impact on all students in the affected grades.
 3. Students moving into the District shall be placed in the appropriate classroom to restore or improve imbalances created by attrition.
 4. Class lists shall be made public no earlier than one (1) week before the starting date of the school year. Class lists shall be provided to teachers two (2) weeks before the start of school.
- C. All study committees would be appointed at the discretion of the Board. Teacher representation will be honored.
 - D. The Board, within the financial capabilities of the District, shall provide appropriate texts, supplies, and materials for the purpose of student instruction. Department meetings can be called at the discretion of either party for the purpose of studying and improving educational methods and tools. The Board shall consider as promptly as possible, all joint decisions thereon made by its representative and the Association.
 - E. Each teacher shall be permitted to spend a minimum of \$75.00 per year, and \$4.00 per extra student where the number of students exceeds 28, for supplementary educational materials. All material and bills will be presented to and approved by the Superintendent and will become the property of the grade or department ordered for and will remain in the school.
 - F. At any time during the school day, supervision of students is the teacher's responsibility. This includes activities in all school areas such as cafeteria, halls, lavatories, assemblies, and any other school place where students may congregate during the normal school day. Teachers are expected to be in their respective classrooms while class is in session.
 - G. Each teacher shall be provided each Fall with a copy of the District's Code of Student Conduct and a list of alternatives to corporal punishment which the District has determined to be appropriate. Teachers are encouraged to contact parents, to request their support for the behavioral modification of the child(ren). It is understood that administrators shall support teacher's supervision of students with administrative disciplinary follow-through upon receipt of a student discipline report. The teacher shall be informed by the next school day of his/her referral, and of the administrator's disposition of the case.
 - H. Permission is granted for a vending machine to be installed in the teacher's workroom. Teachers shall assume all costs.
 - I. Two Parent-Teacher Conferences shall be scheduled (Fall and Spring). Each will consist of an afternoon and two (2) evening conferences with no school on the following day of the conferences. The staff time

for the 2 evening Parent-Teacher Conferences will be in exchange for one (1) full day of comp time (the day following the scheduled conferences for both the fall and spring conferences schedules).

- J. Release time shall be given for a minimum of two (2) faculty in-service meetings per year.
- K. It is recommended that each Secondary teacher have no more than 3 or 4 different preparations for any given school day. As financial resources become available, efforts will be made to meet this recommendation.
- L. Upon request, provisions shall be made for educational field trips in the elementary, middle school, and high school within reasonable distance and subject to approval by the Administration. Written requests shall be made no less than two (2) weeks prior to the requested field trip date.
- M. The Board of Education will provide a telephone in the teachers' workroom for the teachers' convenience with the understanding that the teachers will assume the responsibility for all personal toll calls plus tax. Every effort will be made to find budgetary monies to provide a large, private, and professionally equipped teachers' workroom.
- N. The Board of Education will provide all classroom teachers with a plan book. Complete teaching plans may be required at the discretion of the building principal. In the event of a teacher absence, the teacher will make adequate lesson plans available to the Administration for the substitute instructor.
- O. Individual contracts shall terminate immediately if the holder's permit, provisional or permanent certificate, expires and is not immediately renewed or if the certificate is suspended or revoked by proper legal authority and at such time as the employing district is able to secure the services of a qualified teacher holding a valid and appropriate provisional or permanent certificate.
- P. Student teachers shall be assigned only to those teachers who voluntarily accept the assignment.
- Q. Release time may be granted for committees, such as but not limited to, elementary career week, as authorized by the Building Principal or Designee.
- R. A committee will be formed recommending scheduling of music, elementary band, gym, computer, art and library times so that teachers within a grade level have the same prep period. The meeting of this committee of interested teachers and the elementary principal must be held before the last day of school.
- S. The elementary and secondary School Improvement Teams will meet with the principals prior to the last day of school for the purpose of recommending appropriate and relevant in-service days. This will not limit the Administration from calling in-service days that may be necessary.
- T. Teaching Assignments – All teachers shall be given written notice of their tentative assignment for the forthcoming school year no later than June 1. Such notice shall include building, department(s), grade(s), and a listing of courses to be taught. If a teacher's assignment for the forthcoming school year represents a change in the assignment currently held by the teacher, such reassignment shall recognize the teaching preference(s) of the most senior staff and will only be made upon prior consultation with the affected teacher. In the event that a teacher is given a teaching assignment other than his/her stated

preference, upon request the Association and the teacher shall be notified in writing as to the reasons for such denial.

- U. A 6-12 committee will be formed recommending input to the building administrator regarding scheduling for the following academic year. This committee will meet no later than May 1st of each year.

Distance Learning

1. The terms “Distance Learning” or “Distance Education” refer to instruction where teachers and students are separated geographically so that face-to-face communication is absent and communication/teaching is accomplished instead by one or more technological media.
2. Teachers assigned to a Distance Learning/education program, such as Michigan Virtual High School or Hillsdale Fiber Optic Network, will be considered part of a teaching assignment.
3. In the event the district wishes to implement a distance learning/education program, a job description for the Distance Learning/education teaching positions will be jointly developed.
4. Class size shall be no more than 20 students inclusive of both the originating and receiving site. In no case shall there be more students than student work stations (i.e. 20 computers/20 students, etc.)
5. Teachers, who will be presenting Distance-Learning classes, shall be provided with initial and ongoing training.
6. As the program develops and there is an impact on the teacher’s workload, hours or other working conditions, the District and Association will negotiate such impact/change.
7. Teachers assigned to a Distance Learning program will be given no more than one (1) distance learning course to be taught and no more than two (2) Distance Learning periods per day. (i.e. A teacher may teach the same Distance Learning course for up to two (2) periods a day.)

ARTICLE IX

Vacancies and Staff Transfers

A. Vacancies

1. The Superintendent will give written notice to the Association's secretary of the vacancies as soon as they occur. Vacancies shall be posted on the teacher's work room bulletin board at least 14 days before being filled.
2. During the summer, the notices of a vacancy shall be included with the teachers' pay checks. Teachers not receiving summer pay checks will be notified by mail.
3. In all cases of professional vacancies the Association President will be notified.
4. All letters of resignation or notice of leave shall be presented to the Superintendent and the Association President.
5. The Superintendent will have the right to fill any vacancy or opening that occurs on or after the week before the first teacher work day on a temporary basis for a period not to exceed one (1) year, after which time the regular staff may invoke the bumping procedure.

B. Transfers

An incumbent, certified teacher, who has four or more years of service with Camden-Frontier Schools, will be given the vacant classroom position for which he/she applies within the conditions listed:

1. Teachers may transfer to a vacant position within grade levels or subject areas for which they are currently certified or able to achieve certification prior to the time for the position to be filled. Any deviation shall be with the approval of the administration, teacher, and the association.
2. If more than one certified teacher applies for the position, the position will be given to the teacher who has the greatest number of years of service to the system.

C. Placement shall be within the certification of the teacher involved. Any deviation shall be with the approval of the teacher and the Association.

D. Reductions in Personnel, Seniority and Recall

1. On or before every September 30 the Board shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit. All teachers shall be ranked on the list in the order of their date of signing a contract. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that

will reasonably allow affected teachers and Association representatives to be in attendance.

2. A copy of the seniority list and subsequent revisions and updates shall be an addendum to the Master Agreement.
3. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, seniority is retained if severance of employment is due to lay-off. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of lay-off.
4. Seniority shall continue to accumulate when teachers are on sabbatical, military, study, parental, maternity, health, personal, or Association leave.
5. Lay-off shall be defined as a necessary reduction in the work force beyond normal attrition due to decreased student enrollment or shortage of revenues.
6. Teachers to be laid off the following school year shall be notified in writing on or before May 15 of the current school year. Teachers to be laid off mid year will be notified no later than November 1 of the current school year.
7. Lay-offs, when necessitated, shall be effectuated in the following manner:
 - a. Before the Board makes any reductions in personnel, it will first consult with the Association regarding the effects of such reduction. A list of district staff positions shall be published and posted in each building with a copy to the Association. Such list shall be published and posted prior to the implementation of any lay-off.
 - b. Beginning with the first name on the seniority list, each individual shall be placed in an assignment in the following order of priority:
 - (1) Current assignment; if not available then,
 - (2) Current grade/department; if not available then,
 - (3) Another grade/department; if not available then,
 - (4) If no vacancy is available in any grade/ department for which the individual is certified, the individual will then be laid off. Written notification in accordance with the timelines herein provided will be forwarded to affected teacher and the Association.
 - c. Qualifications for placement in positions shall be based solely on the valid state teaching certificate(s) or license(s) held by the affected teacher.
 - d. Part time teachers shall be given no more than an equivalent part-time assignment until all full time teachers have been placed in full time positions.

Refusal of less than a full time position shall not forfeit the teacher's right to remain on the recall list.

It is understood that reduction in assignment shall be considered a lay-off and the bumping procedure shall be followed.

8. Laid off teachers shall be recalled to the first vacancy for which they are certified in reverse order of lay-off.
 9. A laid off teacher shall be considered laid off until he/she is reinstated in the district. Refusal of an offer from the Board of a position for which the laid off teacher is certified, or failure to respond within fourteen (14) days of the receipt of a written offer of a position made by the Board shall be cause for termination.
 10. Notification of a recall shall be in writing with a copy sent to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
 11. During such lay-off, the teacher's seniority shall remain unbroken and all accrued benefits, including but not limited to accumulated sick leave, shall be reinstated upon recall.
 12. A laid off teacher shall, upon application, be granted priority status on the district substitute teacher list.
 13. During such lay-off, the teacher shall receive no insurance benefits at Board expense. Only those teachers who have taught the full school year and are subject to lay-off for the following school year shall receive full fringe benefits provided herein during the summer months. Under the provisions of the COBRA law, teachers may elect to continue insurance benefits by paying premiums at the payroll office.
 14. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers with a valid state teaching certificate(s) or license(s) to fill any vacancy which may arise. The recall list shall be maintained for a period of three (3) years. Thereafter, the teacher on lay-off shall lose his right to recall.
- F. To facilitate a regular means of problem-solving and communication, the District will hold a meeting every month with both of the Local Association Presidents. At this meeting, all parties will come with an agenda of concerns and all parties will actively seek solutions to said concerns. The meetings shall not be held during the contractual working hours of either Association President.

ARTICLE X

Leave Pay

Any teacher who is absent because of an injury or disease compensated under the Michigan Workman's Compensation, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness with no subtraction of sick leave up to a maximum of one year, and may be extended thereafter at the discretion of the Board.

ARTICLE XI

Leaves of Absence

A. Extended Personal Illness

1. Any teacher whose personal illness extends beyond the period not compensated under Leave Pay, (Article X) shall be granted a leave of absence without pay for a period not to exceed one year renewable at the discretion of the Board.
2. Upon return from this leave a teacher shall be assigned to his/her same position if such position still exists. If the position does not still exist then assignment shall be made to the most nearly comparable position.

B. Personal Leave

1. Each teacher shall be allowed four (4) days per year for personal leave. Unused personal leave days may be accumulated up to a maximum of six (6) days or may be turned in at the end of the year for a rebate. The rebate will equal the number of unused day(s) multiplied by the current rate of substitute pay.
2. Request for leave shall be submitted at the earliest possible time and no less than one (1) day in advance of the leave except in extreme emergency.
3. The Superintendent reserves the right to refuse more than three applications for personal leave on one given day. No personal leave days shall be taken contiguous to Thanksgiving vacation, Christmas vacation, or spring recess, except under emergency or extenuating circumstances, as determined by the Superintendent.

C. Sick Leave

1. Sick leave, not to exceed a total of ten (10) days is granted for the following purposes to each member of the teaching and library staff, under a one hundred eighty-three (183) day (instructional) contract with Camden-Frontier School. Borrowing in advance of the current school year on sick leave days shall not be permitted.
2. List of sick leave purposes:

- a. Personal illness of such nature as to render a member unfit for service.
- b. Quarantine of member.
- c. Critical illness in the immediate family of member. The immediate family is understood to include the following only: A member's spouse, mother, father, brother, sister, son, daughter, grandparents, grandchildren, in-law relatives, step children, step parents, or any other individual for whom the member is the primary care giver.
- d. Death of a relative and to include c above.

3. Temporary Disability Leaves

- a. Definition – Any illness or injury which would render a teacher incapable of discharging his/her duties for a period of more than five (5) consecutive working days.
- b. Any teacher wishing to go on leave for a temporary disability and use sick days must, in all cases where possible, give written notice to the Superintendent one (1) week in advance.

Example: Operation, Pregnancy

- c. The teacher applying for such leave must submit a doctor's statement containing:
 - 1. The nature of the illness or injury.
 - 2. That he/she is incapable of carrying out his/her usual duties because of the disability.
 - 3. The date which he/she can return to work.
- d. A teacher with a temporary disability, who wishes to continue working, may be required by the Board to submit periodically a doctor's statement that he/she can carry out his/her teaching duties in a normal fashion.
 - 1. The examination will be by the teacher's physician.
 - 2. The cost of such examination will be paid by the Board.
- e. Any teacher using sick days for temporary disability must return to work if school is in session, within one (1) week after his/her doctor has given permission to return to work or when school starts if it is not in session. If the teacher does not do this, he/she must either resign his/her position or take a leave without pay.

4. At the end of each year such unused portion of the ten (10) sick days shall become accumulative, and may be used by the member at some subsequent time, if need be, for the above purposes. Unused sick leave days may accumulate to 100 days. Teachers having unused sick days accumulated beyond 100 days shall be reimbursed seventy-five dollars (\$75.00) per unused day. The number of unused days to be reimbursed shall be determined by the total numbers of sick days above 100 on June 15. Reimbursement checks will be paid to the member(s) on or before June 30 of each year.
5. Teachers under contract who are working less than full time are allowed sick leave on a prorated basis.
6. Teachers who are sick should notify the school principal or his/her designee as early as possible and no later than 6:30 a.m. to enable the school to employ a substitute.
7. Each staff member shall be provided a statement of his accumulated sick leave.
8. Accumulated sick leave shall be terminated on severance of employment.

D. Leaves of Absence with Pay Not Chargeable Against the Teacher's Allowance

1. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
 - a. Time necessary to take the selective service physical examination.
 - b. Attendance at professional meetings, conferences, or school affairs when previously approved by the Superintendent.
 - c. The Association shall be allowed two (2) days to be used at their discretion for Association business. Another six (6) days will be available if the Association pays for the substitute.
 - d. Funeral leave for a relative as defined in Article XI, C, c 2, up to a maximum of two (2) days per incident.

E. Child Care Leave

1. A child care leave shall be granted without pay. The use of paid sick leave is unavailable for utilization by teachers with respect to child care, unless one or more of the conditions for permissible use of sick leave (as currently identified in Article XI (c) is also satisfied during the period of the child care leave. A teacher may also request a child care leave under the provisions of the Family Medical Leave Act of 1993.

2. The teacher shall be entitled to return from such leave at any time to the position, if available, or shall be assigned to a suitable or an equivalent position when available. The teacher shall be entitled to a leave of not more than one (1) year.
3. Adoption procedure shall carry the same priority as child care leave.

F. Military Leave

1. In times of war, national emergency or compulsory military service, military leave of absence for one military term shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.
2. Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in the active service of the school system.

G. Severance Pay

A teacher who leaves the employ of the Camden-Frontier School after fifteen (15) years of service in the system shall receive a sum equal to one-half (1/2) of the unused sick days credited to the teacher's account as of that date, times the current rate of substitute pay, except that any teacher hired prior to January 1, 1980, who would have a minimum of twelve (12) years of service in the system on or before the end of this Agreement would qualify for severance pay under this heading. In the event that a teacher who qualified for this pay dies, said severance pay shall be paid to the teacher's named beneficiary.

H. Civic Leave

When a teacher is called for jury service or as a witness in any case connected with the teacher's employment for the school, or whenever the teacher is subpoenaed to attend any proceeding, the school shall pay the difference between his salary and his compensation for jury service or his fee as a witness. These days shall not be deducted from sick leave days or business days.

I. Leave Without Pay

No teacher shall take more than one day for the purpose of hunting, fishing, vacationing, other work or for any purpose which does not fall under the emergency category. Absences must be approved in advance by the Superintendent.

J. Family Medical Leave

Following one year of employment and upon request, a teacher shall receive up to twelve (12) weeks unpaid Family (or Self) Medical Leave. In conformance with the Family Medical Leave Act, the teacher shall continue to receive his/her usual fringe insurance benefits, paid

by the employer, during this leave. The teacher has the right to return to his/her former position upon conclusion of a Family Medical Leave.

- K. The Board may grant any teacher upon written request, an unpaid leave of absence of up to one (1) year for personal reasons. A written agreement stating conditions for returning will be made between said teacher and Superintendent.
- L. Recognizing that the educational improvement of the teacher is beneficial to the school system and should be encouraged, each teacher shall be allowed to attend seminars and professional workshops, or have in-service training, approved by the Administration. The Camden-Frontier School will pay expenses up to \$75 per conference, plus mileage (or furnish transportation) for a maximum of one (1) conference per teacher per year.

ARTICLE XII

Teacher Evaluation

- A. Each teacher shall be notified in writing by September 30, in the year they are to be evaluated and prior to the start of the evaluation process. To begin, the administrator shall hold a pre-evaluation conference with the teacher in order to review the administrator's expectations, to review the Individual Development Plan where applicable, to arrange an observation schedule, and to provide a tentative time schedule for the evaluation cycle completion. An evaluation cycle shall be defined as having: 1) a pre-observation conference, 2) classroom observation(s), 3) post observation conference(s), and 4) a written evaluation(s). A complete draft of the written evaluation form shall be presented to the teacher at least two (2) days prior to the evaluation conference.
- B. The administrator shall hold a post-observation conference with the teacher for the purpose of clarifying the evaluation. Such a conference shall be held within ten (10) days of the submission of the written report to the teacher.
- C. Teacher evaluation will be completed by classroom observations conducted by the appropriate building administrator. All observations will be made within the first 170 class days of the school year. A written teacher report will be completed and provided to the teacher within ten (10) days of each observation.
 - 1. Probationary Teacher Evaluation. The probationary teacher evaluation program will consist of two distinct components – the actual evaluation and the Individual Development Plan (IDP). During the first sixty (60) days of each school year, the probationary teacher and building administrator will develop and publish an IDP highlighting goals and objectives for the current school year. Each probationary teacher will be evaluated at least twice annually during the probationary period. Each evaluation will be based on at least one (1) classroom observation of at least thirty-five (35) minutes in duration. These evaluations will be at least sixty (60) days apart. At the end of the school year the teacher and administrator will review and modify the IDP in light of the evaluation results.

In the event a probationary teacher is not recommended for continuing employment due to professional incompetence, the reason for non-renewal shall be consistent with the criteria found in the Individual Development Plan and the evaluation instrument (Addendum B).

2. Tenure Teacher Evaluation. Each tenure teacher will be evaluated at least once every three (3) years. This evaluation will be based on at least two (2) classroom observations of at least thirty-five (35) minutes in duration. These observations will be at least sixty (60) days apart. After the first observation, a draft evaluation report will be completed and presented to the teacher highlighting the observation summary, including strengths and weaknesses. After the second observation, the evaluation report will be completed. This report will contain the narrative summaries of both observations and a completed evaluation summary.
- D. The form used for the purpose of evaluation shall be part of this Master Agreement as Addendum B.
 - E. All monitoring or observation of a teacher's work will be conducted openly and with full knowledge of the teacher.
 - F. Unsubstantiated statements, hearsay, or rumors made by parents, students, or other district employees shall not be included in a teacher's evaluation.
 - G. It is expressly understood that teachers shall not acquire tenure status in extra curricular positions listed in Schedule B of this agreement.
 - H. The employer agrees that discipline will be for just cause. The term discipline as used in this agreement shall include reprimands, suspensions, and discharges. It is further understood that the principles of due process and progressive discipline shall be followed. Progressive disciplines shall include verbal warning, written warning, unpaid or paid suspension, and discharge.

ARTICLE XIII

Protection of Teacher

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Any case of assault or a threat upon a teacher which had its inception in a school centered problem shall be reported immediately in writing through the Principal to the Superintendent or his designated representative. In the event of such an assault or a threat, the teacher involved may request assistance of the Board in such matter. These requests shall be made in writing through the Principal to the Superintendent who shall make a determination as to

whether the conduct of the teacher making such request justifies any assistance from the Board and the extent thereof. The Superintendent's findings shall be reported to the Board whose decision shall be final.

- C. If any teacher is complained against or sued because of disciplinary action taken by the teacher against a student, the Board will provide preliminary legal counsel to assist the teacher, in his defense, provided the teacher has acted within the scope of Board policy.
 - 1. Scope of Board Policy: The Board of Education supports the teachers in all necessary action to maintain discipline in the school, on the premises and at all school activities at home or away. School personnel are responsible and authorized to maintain discipline at all times. The Board of Education does not condone the student(s) questioning or resisting the authority of school personnel. Henceforth, all complaints shall be presented to the Principal, then if necessary, to the Superintendent.
 - 2. Disciplinary procedures used by the teachers shall follow the policies as set forth in the Code of Student Conduct.
- D. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under Workman's Compensation, shall not be charged against the teacher until such time as he may be adjudged guilty by a court. But in no event will the compensation period extend beyond the current school year. This article shall in no way conflict with the rights of the teacher and the Board of Education under the Michigan teacher tenure act.
- E. The Board of Education will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher due to vandalism in the school or on the school premises, loss of which is not covered by personal insurance. Reimbursement will be contingent upon a police report of the incident.
 - 1. The maximum amount of loss covered shall not exceed one hundred dollars.
 - 2. In the event of loss in a car, the car must show evidence of forceful entry.
 - 3. In the event of damage to a motor vehicle, evidence must be shown the damage occurred while the vehicle was on school grounds.
- F. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. A teacher who disagrees with an observation, evaluation, or recommendation may submit a written answer which shall be attached to the file copy of the document in question.
- G. A teacher shall at all times be entitled to have present a representative of the Association when he is being questioned, reprimanded, warned or disciplined for any infraction of school board policies or delinquency in professional performance when the same shall be added to his personnel file. When a request for such representation is made, no action shall be taken

with respect to the teacher until such representative of the Association is present, provided a meeting can satisfactorily be arranged within 72 hours or the next school day, whichever is later.

- H. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any breach thereof shall be subject to the Professional Grievance Procedure hereinafter set forth. The above sections of this article shall be in compliance with the State's existing tenure policy.

ARTICLE XIV

COMPLAINTS

With respect to any complaint against a teacher by a parent, guardian, student, another school employee, board member, or a community citizen, the following procedures shall be followed.

1. With the exception of a complaint dealing with violation of law, the complaining party shall be encouraged to first attempt to resolve the problem directly with the teacher involved.
2. Then at the request of either or both the complainant and the teacher, the building principal shall attempt to arrange a conference between all parties concerned in order to resolve the problem. If, however, either the complainant or teacher objects to a conference of all the parties, the principal shall discuss the matter with the involved parties separately. In any event, the teacher shall be promptly notified of the complaint. Teachers will have the opportunity to have an Association Representative present at such meetings.
3. No disciplinary action shall be taken upon any complaint directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file or evaluations unless the matter with the name of the complainant is reported in writing to the teacher concerned within 10 school days of the complaint. The teacher will be provided sufficient time and opportunity to respond and/or to correct the situation prior to any further administrative action.
4. In order for a complaint to be acted upon or to be included in said teacher's personnel file, it must be timely. That is, the complaint must be made within the school year in which the incident occurs or the summer of that school year. In the event that a complaint occurs during the last week of the school year or during the summer, a certified letter shall be sent to the teacher notifying him/her of the complaint, within 14 calendar days.
5. If a complaint relates to an alleged sexual offense or a violation of law, the sections above shall not apply.
6. If, as a result of a complaint, the complainant and/or the student suffers an identifiable reprisal from the complainant and/or student, the teacher will report, in writing, the circumstances of the situation to the building principal and request his intervention, assistance, or record of it.

ARTICLE XV

Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. In the event the salary schedule is re-opened for negotiations by either party, if and when provided in this agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. In the year in which the contract will expire the parties will start the negotiations process no later than March 1, for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiation, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.
- E. The parties recognize that principals, the Superintendent and other supervisory, administrative and executive officials are excluded from the bargaining unit. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any such supervisory or executive officials because of any decision, actions, or statement made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement, or the educational policies of the Board. The Board and the Administration agrees that they will neither take nor threaten to take any reprisals, directly or indirectly, against the Association nor any member thereof because of any decisions, actions, or statements made either personally or in the course of their official duty relative to collective bargaining.
- F. The parties agree to form a subcommittee to continue negotiations with the objective of taking such actions as may be necessary to comply with the Revised School Code in regards to evaluation and merit pay.

ARTICLE XVI

Professional Grievance

- A. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties; both agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently.
 - B. A grievance is a claim there has been a violation, misinterpretation or misapplication of any provision of this Agreement or written Board policy relating to wages, hours, terms, and conditions of employment. The Grievance form shall be an Addendum to this contract.
 - C. The number of days indicated at each level are a maximum and every effort should be made to expedite the progress. The time limits may be extended by mutual consent. Days shall be defined as teacher work days.
 - D. Any teacher or group of teachers may be represented at all meetings and hearings at any level of the grievance procedure by a designated Association representative. Should a teacher choose not to be represented by the Association, the Association's representative shall have the right to present and to state the Association's views at all stages of the grievance procedure.
 - E. Step 1:
 - 1. Within ten (10) days of the alleged violation, a teacher (or teachers) with a grievance shall present the grievance, in writing, to the principal.
 - 2. The teacher (or teachers) may present the grievance individually, together with the Association Representative, or through the Association Representative.
 - 3. In the absence of the principal, the grievance must be presented in writing to the Superintendent.
 - 4. Within five(5) days of the receipt of the grievance, the principal will:
 - a. meet with the grievant (and Association Representative); and,
 - b. provide a written response to the grievant.
- Step 2: 1. If dissatisfied with the response, the grievant may present the grievance

within five (5) days of the principal's response, to the Association's Professional Rights and Responsibilities Committee (PR&R Committee) which shall serve as the Association's grievance committee.

2. Within five (5) days of receipt of the grievance, the PR&R Committee shall present the grievance to the Superintendent, with their determination as to the legitimacy of the grievance recorded thereon. (The grievant shall be notified by the PR&R Committee as to their position on the grievance; if they do not believe that the grievance has merit, the grievant may continue to process the grievance on his/her own).
3. Within ten (10) days of the receipt of the grievance, the Superintendent shall:
 - a. Hold a grievance hearing with the grievant, principal, and the PR&R Committee and/or Association Representative; and
 - b. Provide a written response to the grievant.

Step 3: 1. If dissatisfied with the response, the grievant may present the grievance to the Board of Education, via the PR&R Committee. The grievance will be given to the Superintendent within five (5) days of his response to the grievance, and he shall include the grievance as an action item at the next regularly scheduled meeting of the Board of Education.

2. A written response will be provided to the grievant within ten (10) days of the hearing of the grievance by the Board.

Step 4: If dissatisfied by the response, the Association may submit the grievance to arbitration before an impartial arbitrator.

1. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.
2. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
3. 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.
4. The fees and expenses of the arbitrator shall be shared equally by the parties.

F. Miscellaneous

1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

2. All documents, communications, and records, dealing with a grievance shall be filed separately from the personnel files of the participants.
3. A teacher or a group of teachers directly involved and the representative participating during the school day in any professional grievance negotiation, including mediation, shall be released from regular duties without loss of salary.

ARTICLE XVII
Miscellaneous Provisions

- A. All future individual teacher contracts shall be made expressly subject to the terms of the agreement or any subsequent agreement covering the same school year as the individual contracts. The provisions of this agreement shall be incepted into and be considered part of the established policies of the Board.
- B. If any provisions of this Agreement or any application of the Agreement to any employee, group of employees, or employer shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association an amount up to the amount of dues uniformly required to be paid by members of the Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as hereinafter provided (“Association Dues or Fees and Payroll Deductions”). In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as hereinafter provided, the Association shall have the right to collect the fee in an action at law.
- D. The Board agrees to deduct Association dues, assessments and contributions in ten (10) equal monthly payments throughout the school year and to promptly transmit the dues to the party designated by the Association.
- E. The Board and/or its agents agree to meet with Association officers annually for the purpose of clarifying the ensuing year’s calendar. Orientation days, record days, parent-teacher conferences as well as other variables will be mutually inserted into the calendar.
- F. Copies of this Agreement between the Camden-Frontier Board of Education and the 4-C Unified Bargaining Association, MEA-NEA shall be printed at the expense of the Board within thirty (30) days after ratification and presented to all teachers now employed and hereafter employed. Further, that the Board shall furnish ten (10) copies of the Master Agreement to the Association for its use.
- G. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to continue employment of its employees in such consolidated districts.

ARTICLE XVIII

No Strike Clause

The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan) by teachers are contrary to law and Public Policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this agreement, it shall not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or any group of teachers.

ARTICLE XIX

Mentor Teacher

- A. In accordance with the Michigan School Code (380.1526), each bargaining unit member in his/her first three (3) years in the classroom shall be provided a mentor teacher. In no instance will an administrator serve as a teacher mentor. The mentor shall be selected by the Administration from a list of tenured teachers in the district who have indicated an interest in mentoring and who meet the criteria of the Department of Education publication, "Guidelines and Recommendations for the New Teacher Induction/Teacher Mentoring Process in Michigan." Teachers in the district will not be forced to be mentors. Every effort will be made to match mentor teachers and mentees who work in the same building and who have the same area of certification. Where possible, the mentor teacher and the mentee shall be assigned common preparation time. If there is an insufficient number of mentor teachers, retired teachers or college professors may serve as a mentor teacher provided that he/she shall be paid at the rate listed in Article IV, Paragraph G.
- B. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentoring assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. It is understood that the mentor-mentee relationship shall be confidential and shall not be a matter included in the evaluation of the mentor teacher nor of the mentee. Neither the mentor nor the mentee shall be permitted to participate in the evaluation of the other. The job description for mentors shall be in accordance with the Michigan Department of Education publication, "Guidelines and Recommendations for the New Teacher Induction/Teacher Mentoring Process in Michigan."
- C. The mentor teacher assignment shall be for one (1) school year subject to review by the mentor teacher and mentee in April of each school year. The assignment may be renewed in succeeding years upon concurrence of the mentor, mentee and the Administration.
- D. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching.

ARTICLE XX

Duration of Agreement

This Agreement shall be effective as of August 31, 2009 and shall continue in effect until the 31st day of August, 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

4-C UNIFIED BARGAINING ASSOCIATION

BY _____
President/Date

BY _____
4-C President/Date

BY _____
Secretary/Date

BY _____
MEA UniServ Director/Date

BY _____
Superintendent/Date

BY _____
Local President/Date

Board:

Association:

Scott Riley, Superintendent
Dave LoPresto
Gordon Vincent
Mike Vondran

Kelly Cook, President
Vicki Wammes
Barbara Balbo
Rochelle McNeil
Tom Gunnells
Diane Langan, MEA UniServ Director

SCHEDULE A

2008-2009 SALARY SCHEDULE



Step	Years of Experience	Bachelor	Masters
1	1	\$32,092	\$35,620
2	2	\$33,815	\$37,356
3	3	\$35,542	\$39,092
4	4	\$37,265	\$40,826
5	5	\$38,989	\$42,566
6	6	\$40,716	\$44,300
7	7	\$42,441	\$46,034
8	8	\$44,166	\$47,770
9	9	\$45,890	\$49,506
10	10	\$47,615	\$51,243
11	11	\$49,343	\$52,976
12	12	\$51,065	\$55,938

2008-2009 Longevity

13	(years 2 to 8 on step 12)	\$53,820	\$57,580
15	(years 9 and above on step 12)	\$54,843	\$58,673

SCHEDULE A

2009-2010 SALARY SCHEDULE



Step	Years of Experience	Bachelor	Masters
1	1	\$32,092	\$35,620
2	2	\$33,815	\$37,356
3	3	\$35,542	\$39,092
4	4	\$37,265	\$40,826
5	5	\$38,989	\$42,566
6	6	\$40,716	\$44,300
7	7	\$42,441	\$46,034
8	8	\$44,166	\$47,770
9	9	\$45,890	\$49,506
10	10	\$47,615	\$51,243
11	11	\$49,343	\$52,976
12	12	\$51,065	\$55,938

2009-2010 Longevity

13	(years 2 to 8 on step 12)	\$53,820	\$57,580
15	(years 9 and above on step 12)	\$54,843	\$58,673

SCHEDULE A

2010-2011 SALARY SCHEDULE



Step	Years of Experience	Bachelor	Masters
1	1	\$32,092	\$35,620
2	2	\$33,815	\$37,356
3	3	\$35,542	\$39,092
4	4	\$37,265	\$40,826
5	5	\$38,989	\$42,566
6	6	\$40,716	\$44,300
7	7	\$42,441	\$46,034
8	8	\$44,166	\$47,770
9	9	\$45,890	\$49,506
10	10	\$47,615	\$51,243
11	11	\$49,343	\$52,976
12	12	\$51,065	\$55,938

2010-2011 Longevity

13	(years 2 to 8 on step 12)	\$53,820	\$57,580
15	(years 9 and above on step 12)	\$54,843	\$58,673

* For 2010-2011 each member shall receive \$100.00 off schedule if there is no reduction in the foundation allowance based off of 2009-2010.

SCHEDULE A

2011-2012 SALARY SCHEDULE



Step	Years of Experience	Bachelor	Masters
1	1	\$32,092	\$35,620
2	2	\$33,815	\$37,356
3	3	\$35,542	\$39,092
4	4	\$37,265	\$40,826
5	5	\$38,989	\$42,566
6	6	\$40,716	\$44,300
7	7	\$42,441	\$46,034
8	8	\$44,166	\$47,770
9	9	\$45,890	\$49,506
10	10	\$47,615	\$51,243
11	11	\$49,343	\$52,976
12	12	\$51,065	\$55,938

2011-2012 Longevity

13	(years 2 to 8 on step 12)	\$53,820	\$57,580
15	(years 9 and above on step 12)	\$54,843	\$58,673

* For 2011-2012 each member shall receive \$500.00 off schedule if there is no reduction in the foundation allowance based off of 2010-2011.

**SCHEDULE B
EXTRA SERVICES PAY**

(1 of 4)

1. Coaches shall be paid the established additional compensation for coaching in two equal payments.
 - a. The first payment will be made on the payroll immediately following the mid-point of the respective season.
 - b. The second and final payment will be made on the first payroll after completion of his/her coaching responsibilities.

2. It is expressly understood that teachers shall not acquire tenure status in extra-curricular positions in the Schedule B activities listed above.

ADVISORS	# of Positions	Wages for CFEA Teaching Staff	Wages for Non CFEA Staff	
* Senior Class Advisors	2	\$400.00	\$333.00	If responsible for graduation ceremony only.
Amount to be divided if 2 Advisors		\$600.00	\$503.00	If responsible for graduation, day long senior trip and concessions.
		\$1,000.00	\$834.00	If responsible for graduation, over night senior trip, and concessions.
* Jr. Class Advisors	2	\$1,100.00 \$1,300.00	\$950.00 \$1,035.00	If responsible for prom. If responsible for prom and Smorgasbord.
Amount to be divided if 2 Advisors.				
6th - 10th Grade	1	\$10 per hour	\$10 per hour	Hours must be approved by Administration NO requirement for after school activities.
Yearbook Advisor	1	\$2,500.00	n/a	If no class period is dedicated to that purpose.
		\$600.00	n/a	If class period is authorized for journalism/yearbook.

SCHEDULE B
EXTRA SERVICES PAY

(2 of 4)

Non-Athletic Activities	# of Positions	Wages for CFEA Teaching Staff	Wages for Non CFEA Staff	
Technology Coordinator	1	\$6,000.00	\$6,000.00	If no class period is dedicated to that purpose. If period is authorized and scheduled the compensation will be \$3000.00 per year.
Mentor Teacher		\$400.00	\$400.00	
FFA Advisor		\$3,500.00	\$1,500.00	
Quiz Bowl/Knowledge Master (Elementary School)	1	\$300.00	\$200.00	
Quiz Bowl/Knowledge Master (Middle School)	1	\$300.00	\$200.00	
Quiz Bowl/Knowledge Master (High School)	1	\$300.00	\$200.00	
Choir Director	1	\$300.00	\$200.00	If separate from Band Director; 2 concerts.
Student Council	1	\$450.00	\$350.00	Amount to be divided if more than one person.
National Honor Society	2	\$365.31	n/a	If current advisors leave position - duties are to return to H.S. Counselor.
Peer mentors	1	\$1,000.00	\$750.00	

SCHEDULE B
EXTRA SERVICES PAY

(3 of 4)

Committee Work	# of Positions	Wages for CFEA Teaching Staff	Wages for Non CFEA Staff	
Fair Booth Committee	3	one release day	n/a	\$10.00 hour for time beyond school day - max \$100 per member

Kindergarten Graduation	1 to 3	one release day	n/a	\$10.00 hour for time beyond school day - max \$200 per member
Planning and Implementing New Programs				To be determined by Union and Administration

Band Director		\$1,100.00	n/a	If band performs at each home football game and two concerts.
		\$1,100.00	n/a	If band performs in Farmers Day, County Fair and Memorial Day parade.
		\$1,100.00	n/a	If band performs in District and Jr. High Honors Band, Fall and Spring.
		\$1,100.00	n/a	If pep band plays at all home varsity basketball games.
		\$200.00		If in charge of Elementary Christmas Program.

All activities require documentation listing dates and number of students involved. % adjustment for number of games/performances completed.

SCHEDULE B
EXTRA SERVICES PAY

(4 of 4)

Athletics	# of Positions	Wages for CFEA Teaching Staff	Wages for Non CFEA Staff
Head Varsity Football	1	\$4,200.00	\$3,800.00
Assistant Varsity Coach	1	\$3,100.00	\$2,800.00
J. V. Football	2	\$3,100.00	\$2,800.00
Middle School Football Coach	1	\$1700.00	\$1400.00
Varsity Girls Basketball	1	\$4,200.00	\$3,800.00
J. V. Girls Basketball	1	\$3,100.00	\$2,800.00
8th Grade Girls Basketball	1	\$1,700.00	\$1,400.00
7th Grade Girls Basketball	1	\$1,700.00	\$1,400.00
J. V. and Varsity Fall Cheerleading	1	\$1,320.00	\$1,200.00
Varsity Boys Basketball	1	\$4,200.00	\$3,800.00
J. V. Boys Basketball	1	\$3,100.00	\$2,800.00
8th Grade Boys Basketball	1	\$1,700.00	\$1,400.00
7th Grade Boys Basketball	1	\$1,700.00	\$1,400.00
J. V. and Varsity winter Cheerleading	1	\$1,320.00	\$1,200.00
Varsity Volleyball	1	\$4,200.00	\$3,800.00
J. V. Volleyball	1	\$3,100.00	\$2,800.00
8th Grade Volleyball	1	\$1,700.00	\$1,400.00
7th Grade Volleyball	1	\$1,700.00	\$1,400.00
Head Varsity Track	1	\$4,200.00	\$3,800.00
Assistant Varsity Track	1*	\$2,500.00	\$2,000.00
M. S. Track Coach	1	\$1,500.00	\$1,200.00
Assistant M. S. Track	1*	\$1,100.00	\$900.00
Boys Baseball Coach	1	\$3,800.00	\$3,000.00

* With 20 or more athletes

* With 20 or more athletes

Assistant Boys Baseball Coach	1	\$1,100.00	\$900.00
Girls Softball Coach	1	\$3,800.00	\$3,000.00
Assistant Girls Softball Coach	1	\$1,100.00	\$900.00

APPENDIX A
GRIEVANCE REPORT FORM

(1 of 2)

Grievance # _____ School District _____ Distribution of Form

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

Grievance Report
Submit to Principal in Duplicate

Building Assignment Name of Grievant Date Filed

Step I

A. Date Cause of Grievance Occurred _____

B. Statement of Grievance _____

Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature

Date

D. Position of Grievant and/or Association _____

Signature

Date

Note: Continued

Step II

(2 of 2)

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 IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature

Date

CAMDEN-FRONTIER SCHOOLS



TEACHER EVALUATION REPORT

For

(NAME OF TEACHER)

School Year 200_-200_

Evaluation Completed by
(Name of Principal)
Principal

Probationary Teacher

1st Evaluation

2nd Evaluation

Observation Date _____

Duration of Observation _____

Tenure Teacher

1st Observation Date _____

Duration of Observation _____

2nd Observation Date _____

Duration of Observation _____

EVALUATION FORM

(2 of 4)

Camden-Frontier teacher evaluation addresses four major categories under which standards of performance have been identified.

I. ADDRESSING CURRICULUM AND TEACHING/LEARNING STANDARDS

Note: District Curriculum Framework – A framework around which lessons are based. Benchmarks and standards don't evaluate, but identify broad areas for planning what students are to know and do. Standards are the driving force around which the teacher plans. Are teachers addressing them? There needs to be evidence that teachers are moving in the direction of the benchmarks and standards.

Performance standards:

1. Demonstrates that planning is driven by benchmarks and standards. *(Ex. Units planned around benchmarks, evidence of training for planning.)*
2. Unit plans provides evidence that opportunities exist for all students to learn. *(Ex. Multiple activities are included in accordance with teaching/learning standards (i.e., Newman), unit plans and varied multiple student activities.)*
3. Uses State Assessment and high priority needs data to introduce activities to address those needs. (Where appropriate, e.g. core subjects). *(Ex. Lesson plans.)*

NARRATIVE:

Teacher Initials _____

Administrator Initials _____

II. MANAGEMENT AND CONTROL

Performance Standards:

4. Establishes expectations as to appropriate behavior. *(Ex. Students show respect, follow routine, show readiness to learn, teacher shows and models respect, class is generally on task.)*
5. Demonstrates management and control of the classroom. *(Ex. Fair grading/assessment system, records, consistency of student behavior, expectations and consequences, planning in a timely fashion, timeliness of checking papers, makes good use of class time.)*

NARRATIVE:

Teacher Initials _____

Administrator Initials _____

III. SCHOOL RELATIONSHIPS AND RESPONSIBILITIES

Performance Standards

6. Meets assigned tasks and submits materials in a timely manner. Demonstrates punctuality. *Ex. Plans, grades and reports – deadlines, attendance, eligibility, forms, CSI meetings, minutes, agendas, escorting students, hall and classroom duty, repeated abuse of punctuality pattern.)*
7. Demonstrates professional behavior. *(Ex. Shows respect, models good behavior in school situations.)*
8. Participates in continuous improvement/professional development. *(Ex. Meetings, attendance, minutes, curriculum documents, conferences, courses/workshops.)*
9. Communicates (effectively and frequently) with school/community stakeholders. *(Ex. Identifies trouble spots with failing students, notifies parents and follows through, progress reports, parent-teacher conferences, phone calls or parent communication, discipline reports, files field trip forms, permission forms.)*

NARRATIVE:

Teacher Initials _____

Administrator Initials _____

IV. PHYSICAL APPEARANCE OF CLASSROOM

Performance Standards:

10. Provides a safe and orderly environment. *(Ex. Room clear of clutter, pathways uncluttered, students move about in orderly fashion.)*
11. Sets expectations that students are involved in classroom maintenance. *(Ex. Student work displayed, students visible to teacher, students organized and ready to work, orderly and safe emergency procedures, void of dangerous disruptions, life science specimens kept humanely and the safety of students protected, room orderly.)*

NARRATIVE:

Teacher Initials _____

Administrator Initials _____

**CAMDEN-FRONTIER SCHOOL
TEACHER EVALUATION SUMMARY**

(4 of 4)

EVALUATOR SUMMARY AND PROFESSIONAL DEVELOPMENT
Teacher Initials _____ Administrator Initials _____
EVALUATION SUMMARY AND IDP
Teacher Initials _____ Administrator Initials _____

Teacher Signature Date

Administrator Signature Date

Check two of the following:

- Non-Tenure Teacher
- Tenure Teacher
- IDP
- Satisfactory