

Caseville Education Association Table of Contents

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MASTER CONTRACT

This agreement entered into this September 21, 2004, by and between the Board of Education and the Caseville Public School, hereinafter called the "Board" and the Caseville Education Association/TCBA/MEA/NEA hereinafter called the "Association."

ARTICLE I - RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, amended, the District hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the agreement for all certificated teaching personnel, including classroom teachers on tenure or probation, but excluding: administrators, substitute teachers, supervisors, maintenance and custodial personnel, office workers, cooks, bus drivers, teachers aides and summer personnel.
- B. The Board agrees not to negotiate with any teachers' organization other than the 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 consistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment.
- C. By October 1, individual authorization forms shall be furnished by the teachers to the Association and when executed, filed by it with the Board authorizing payroll deductions of membership dues and/or assessments of the Association (in a manner as the Association shall establish. Dues deducted shall be sent to the Association at the end of each month until all dues are collected.) Membership dues and/or assessments shall be deducted together as one deduction, in 21 equal installments, beginning with the first pay period of the school year, or may be taken out of the paycheck in one lump sum on the first pay period of the school year. The Association shall be responsible for disbursement of MEA and NEA dues paid to it to the treasurer of those organizations. The Board shall not be responsible for discrepancies in such collection if such discrepancies have not resulted from the negligence of the Board or of its agents.
- D. The Association agrees to render the Board, including each individual school board member, immune from possible liability in reliance upon signed authorization forms, furnished by the Association, for the purpose of payroll deductions of dues.
- E. Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall pay a service fee to the Association in an amount equivalent to the dues uniformly required to be paid by members of the Caseville Education Association, including MEA, NEA and CEA provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided.

- F. In the event that a teacher shall not pay such service fee, the Board recognizes the right of the Association to pursue legal remedies outside of the scope of this contract.
- G. The Association agrees to advise the Board, on the twenty-ninth (29) day from the date of commencement of teaching duties, of all members of the Association who have joined the Caseville Education Association, and to furnish any other information needed by the Board to fulfill the provision of this Article.

ARTICLE II - TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the bargaining unit defined in Article I, Section A, shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of this membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its members shall petition for the use of the school building facilities at reasonable hours for meetings. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises. An Association bulletin board will be available in the faculty workroom and building mailboxes will be available to teachers and the Association.
- C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint.
- D. With respect to the provisions of this Agreement, the Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by reason of race, creed, color, national origin, sex, age, religion, handicap or marital status.

ARTICLE III - MANAGEMENT RIGHTS

Management Rights Clause

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 law and the Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees as related to teaching duties and assignments;
2. to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continual employment, or their dismissal or demotion; and to promote and transfer all such employees in accordance with the Master Agreement;
3. to establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature, but recognizing the professional capabilities of teachers the Board will confer with said teachers when making the above decisions;
5. to determine class schedules, the hours of instruction, and the duties, responsibilities and classroom assignments of teachers, and the terms and conditions of employment.

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

ARTICLE IV - PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the term of this Agreement, provided, however, that upon written notice to the other party, either may request the reopening of negotiation of such salary schedule or if the State Legislature changes the required number of student days. Teachers shall receive paychecks in 21 or 26 bi-weekly installments beginning with the first Friday after Labor Day. During vacation periods checks will be mailed to the specified address of the teacher so that they will arrive on the regular pay date.

- B. The salary schedule is based upon a weekly teacher load, as defined in the current school calendar as found in Appendix D, during teaching hours. For extra work the teacher shall be entitled to appropriate additional professional compensation.
- C. It shall be the general practice of all parties in interest to process grievance and negotiations procedures during times which do not interfere with assigned duties provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure with any representative of the Board, shall be released from assigned duties without loss of salary.
- D. A total of five (5) teacher days a year may be used with the teaching staff for the purpose of participation in area or regional Association meetings. These days would be granted without a loss of salary, providing the Association pays for substitutes.
- E. All teachers newly employed shall be allowed up to a maximum of seven (7) years experience on the salary schedule set forth in Schedule A for teaching experience in any school district in the State of Michigan, and other teaching experience for which credit is allowed.
- F. Teachers covering a class will be compensated \$15.00 per class period if the coverage is longer than 15 minutes. Teachers will fill out a time card each time they cover a class.
- G. Teachers involved in extra duty assignments set forth in Appendix B and C which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Article and the annexed appendixes without deviation upon completion of the activity.
- H. A teacher's daily rate is to be determined by dividing his basic salary for the year by the number of days a teacher is required to be on duty as set forth in the current School Calendar.

Personal and sick time shall be calculated on a seven (7) hour day, one hour being 1/7th of a day, 1/2 hour being 1/14th of a day, or 1/4 hour being 1/28th of a day. All time less than 15 minutes will be calculated to a full 15 minutes absence, or 1/28th of a day.
- I. Teachers required in the course of their work to drive personal automobiles for field trips or other business of the District shall receive a car allowance of thirty-one cents (\$.31) per mile when the trips have been approved by the Superintendent.
- J. A teacher shall receive a new contract reflecting the new salary, if applicable, when said teacher verifies the completion of requirements for the BA+20 semester hours, BA+30, MA or MA+15 semester hour schedules. All semester hours earned must be at a National Council for Accreditation of Teacher Education (NCATE) accredited college, university, or center. Said new contract

shall be issued within ten (10) days of the district receiving the official verification of additional hours or degree.

- K. Board agrees to pay 5% teacher retirement.
- L. Teachers completing more than fourteen (14) years of service shall receive a longevity salary payment above that provided for in Appendix A as outlined below, and remitted in accordance with article IV, Section A.

2004-2005 and 2005-2006

15 – 16 years of service	\$ 600
17 – 20 years of service	\$ 700
21 – 25 years of service	\$ 1,000
26 + years of service	\$1,400

- M. Board will pay 1.88% MIP increase for 2004-05 and any additional increase for the 2005-06 school year.

ARTICLE IV-A - INSURANCE PROTECTION

- A. Pursuant to the authority set forth in Section 617 of the school Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection for the year effective September 1, 2004 or one month following ratification by the Association and Board, whichever comes later, concluding with August 31, 2006. Teachers shall elect one of the following plans:

PLAN A MESSA Choices II
 \$5.00/\$10.00 Prescription co-pay rider
 Delta Dental Plan 75/60/75:
 \$1,200 Negotiated Life \$20,000 AD&D

PLAN B \$ 300 per month toward the purchase of any
 MESSA/MEFSA option program

(Members of CEA, who are married teaching couples, may not take two Plan A coverages at one time. One may take Plan A and one may take Plan B.)

- B. Protection as outlined in Section A will be available at the Board's expense for spouse and/or dependent children, upon the first day of the month following the date the application is approved by the carrier.
- C. In the event that an employee's absence because of illness or injury has exhausted sick leave accrual, and has applied for a leave of absence, the teachers insurance option shall be continued in full by the Board through August of the current contract year.
- D. It is understood that the Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the carrier.

- E. If an employee is hired by the Board after the second pay day in September, the employee will receive the pro-rated portion of the insurance benefit year remaining and will have two (2) weeks, after Board approval of their contract, to make their selection.
- F. In 2004-2006, the Board agrees to pay full family VSP II.

ARTICLE V - TEACHING HOURS

- A. Teaching hours shall be as follows:
 - 1. Teacher check-in time shall be 8:00 a.m.
 - 2. Teachers shall not leave the school earlier than 3:25 PM., Monday, Tuesday, Wednesday, and Thursday. They may leave at 3:10 PM on Fridays, if buses have left.
 - 3. In case of emergency situations, the teacher's day will start 30 minutes before the student's classes begin and end 15 minutes after the student's day ends.
 - 4. Teachers shall have a 30 minute duty free lunch period each day, unless relinquished in writing by the individual teacher or with exception of inclement weather or emergency situations.
 - 5. All teachers must be at a teaching station, designated by their principal 9 minutes before classes begin, to prepare for the day's classes and assist with the needs of boys and girls.
 - 6. Instructional time is increased by 11 minutes.
 - 7. Teachers may, by permission of their principal, check in/out, after or before, the above stated times.
 - 8. The half-day teacher's day will start 30 minutes before their students' classes begin and end 15 minutes after their students' day ends.
- B. Elementary teachers will receive 250 minutes of preparation time each week. Said time will be available during physical education, art, music, and library and will be without students. Teachers scheduled more than 250 minutes may be assigned the extra time by the elementary principal to help monitor recess or other teaching duties. Secondary teachers will be provided one conference period per day.
- C. All teachers shall submit lesson plans every Monday morning; high school teachers to the secondary principal, elementary teachers to the elementary principal. Lesson plans will be kept on file.
- D. Teachers shall attend all staff meetings. One staff meeting may be held each month. These meetings will begin 5 minutes after dismissal of the students and will not be longer than 1 hour, 10 minutes. Emergency meetings may be called with a 48-hour notice given to teachers. Such emergency meetings may be held at the established meeting time or between 8:00 a.m. and 8:10 a.m. on any working day.
- E. Participation in activities of the school is recommended by the Board but left to the professional discretion of each individual.

- F. During the last marking period of the school year, school may begin one-half hour earlier and be dismissed one-half hour earlier, if mutually agreed upon by the Board of Education and the Caseville Education Association. All sections of the Contract will be adjusted accordingly.

ARTICLE VI - TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load and/or supervised study periods in the Senior and Junior High School will be in accordance with accreditation standards whenever possible. Unassigned preparation periods will be in accordance with accreditation standards unless relinquished in writing by the individual teacher. Unassigned preparation periods in the elementary school will be those periods when students are released for special instruction. This section will allow the use of unassigned periods for purposes other than preparation, when deemed necessary in the judgment of the principal.
- B. Teachers shall not be assigned, except temporarily, outside the scope of their teaching certificates or their major or minor field of study.
- C. Teachers who will be affected by a change in grade assignments in the elementary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary teachers to different grade levels unless the teacher requests such a change. Provided that the final decision in the teaching load or assignment will be made by the superintendent or principal.
- D. Staff acting as mentors (not teachers of record) for on-line courses during the regular school year will receive \$125 per one semester course and \$250 per two semester course. Mentors of online courses having enrollment from 8 through 13 students will receive an additional \$125 per one semester course and an additional \$250 for a two semester course. Mentor stipends are payable as salary and earn FICA and Michigan retirement benefits.
- E. Staff acting as Supervisor (not teacher of record) for a correspondence course (e.g. American School, University of Nebraska) will be paid \$50 per one semester course and \$100 per two semester course. Supervisors of courses with enrollment of 8 through 13 will receive \$100 per one semester course and \$200 per two semester course.
- F. Mentor and Supervisor positions are voluntary and will be offered to CEA membership on a best qualified basis.
- G. Uses of time in Trimester Scheduling: In trimester schedules, where teaching load is fitted into four instructional slots per day, and those slots average 70 minutes long, time in excess of the allotted 250 minutes for teacher preparation per week shall be schedule in one of the three ways below.

- a. Twenty-minute duties: If not scheduled in either alternative (b) or alternative (c), a teacher shall be scheduled by the principal for daily 20 minutes duties. The twenty-minute duty may not include teaching duties where course preparation is required.
- b. One-for-Four: A teacher, scheduled to teach four courses per day in each of three trimesters, may choose, if a duty is available, to be scheduled to a once/week, 70-minute duty in exchange for lengthening four preparation periods per week to 70 minutes. The seventy-minute duty may not include teaching duties where course preparation is required.
- c. Twofers: A teacher may choose to teach a five (5) courses/day trimester without a preparation period, for one trimester per year, if doing so is determined by the principal to be valuable to the school program. In exchange, the teacher shall receive two trimesters with four courses per day with a full 70 minute preparation period.

ARTICLE VII - 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 the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. 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. The recommended maximum class sizes are:

- | | | |
|----|--|-----------|
| 1. | Kindergarten: | 25 pupils |
| 2. | Elementary school grades: | 25 pupils |
| 3. | Special classes for handicapped or special needs | 15 pupils |
| 4. | Special sight-saving and hearing classes: | 12 pupils |
| 5. | Emotionally disturbed classes: | 9 pupils |

The recommended maximum class size per teacher in the secondary schools shall be as follows:

- | | | |
|-------------------|---|-----------|
| English | } | |
| Social Studies | } | |
| General Education | } | |
| Mathematics | } | 25 pupils |

Science	}	
Language	}	
Business	}	
Computers/Keyboarding		30 pupils
Homemaking		20 pupils
Music		35 pupils
Art		25 pupils
Physical Education		40 pupils

- B. The Board 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. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- D. The Board shall make available when practicable and possible, in each school adequate lunchroom, restroom, and laboratory facilities for teacher use and at least one room, appropriately furnished, which shall be for use as a faculty lounge.
- E. Local telephone facilities only shall be made available to teachers for their reasonable use.
- F. Adequate parking facilities shall be made available to teachers.
- G. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless crime, immorality or heinous acts bring notoriety to the school district.
- H. No high school teacher shall be required to teach more than one core subject per course hour.
- I. Teachers shall be reimbursed, one time only per subject area, for the direct cost of a test required by the State or Federal government to meet 'highly qualified' teacher status.

ARTICLE VIII - VACANCIES AND PROMOTIONS

- A. A teacher may apply for any position at any time. Such application must be in writing, addressed to the superintendent of schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application must be renewed annually.

All vacancies which occur in administrative, teacher or extra-curricular positions will be promptly posted on the Association bulletin board.

- B. In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system on a continuous basis, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.
- C. The filling of newly created supervisory and administrative positions is a prerogative of the Board and the decision of the Board with respect to such matters shall be final.
- D. The parties recognize that changes in grade assignments in the elementary and changes in subject and assignments in the secondary school are sometimes necessary. While the right of determination to assign a teacher is vested in the Board, the Board will not in any case, assign a teacher without prior discussion with said teacher. Such changes of assignments shall be on a voluntary basis wherever possible.

In making involuntary assignments the conveniences and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instruction requirements and best interests of the school system and the pupils.

ARTICLE IX - LEAVE PAY

- A. Sick days shall be defined as personal illness, personal disability or other approved reasons, excluding health examinations, routine dental appointments, or surgical procedures which could be scheduled during a time when school is not in session.
- B. All full time teachers shall be allowed full pay for a total of twelve (12) sick days in any school year, usable immediately after school starts. Teachers with 0 thru 10 years of teaching service with Caseville Public Schools will receive two (2) of the current year's sick days for personal days. Teachers with 11 or more years of teaching service with Caseville Public Schools will receive three (3) of the current year's sick days for personal business. Unused sick days will accumulate to 120. All staff members who accumulate over the 120 days of their maximum accumulation will be compensated at the rate of \$35 per day at the conclusion of each succeeding school year.
- C. Half-day teachers shall be allowed full pay for a total of twelve (12) half sick days in any school year. Unused sick days will accumulate to 120 days. All half day teachers who accumulate over 120 days of their maximum accumulation will be compensated at the pro-rated rate of \$35 per day at the conclusion of each succeeding school year. Sick days are usable immediately after school starts.

- D. A teacher who is not able to return to duty after the 5th day following an illness or disability shall present a certificate of ableness to their principal upon his return to duty. This certificate is to be made out by a physician authorized to practice under the laws of the State of Michigan.
- E. A maximum of five (5) sick days a year may be used for sickness as defined in Section A, in the immediate family, defined as spouse, children, step-children, one's own mother and father.
- F. All full time teachers shall be allowed up to five (5) sick days for each death in the immediate family, defined as spouse, children, step-parents, step-children, one's own mother and father, grandchildren, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, and own grandparents. These days must be consecutive school days unless prior arrangements are made. Half day teachers will receive a pro-rated number of days.
- G. If a teacher has already used his personal day leave as defined in Section I of this Article, he/she may apply for an emergency business leave for attending a funeral other than those provided for under Section F.

Emergency business leave shall be limited to one (1) day per year and shall be deducted from teacher's sick leave when used. Any partial day will be counted as a full day in meeting this section.

An application for an approved emergency business leave, containing the relationship of the individual for the leave, must be submitted in writing to the superintendent at least two (2) days in advance.

Not more than two (2) teachers will be granted emergency business leave for the same day, and not more than two (2) teachers will be granted a leave for funerals in this section and in section F. Section F requests will be granted first. Applications will be accepted on a first come-first served basis.

- H. A teacher who has exhausted his cumulative sick leave shall have deducted from their Contract amount an amount equivalent to their daily rate as established in Article IV, Section H.
- I. A request for personal day form must be completed at least two (2) days in advance of the proposed date of said leave. A maximum of two (2) teachers may take personal days on the same day. These numbers may be exceeded in case of emergency, upon approval of the administration. Requests for such leave shall be granted on a first come-first served basis. Applications for leave days will be processed effective August 1 of each school year.
- J. Any employee called for jury duty, should he or she desire to serve, shall be compensated for the difference between the jury pay and teaching pay he would receive by the Board.

Employees subpoenaed to give testimony in child abuse/neglect/custodial cases concerning the teachers current or former students will be granted leave. Such leave will not be deducted from any forms of other leave. Employees will inform

the Superintendent of such subpoena as soon as it is received. An employee requested to testify shall be required to remit to the Board all compensation received from the court for his/her service as a witness.

- K. All accumulated sick leaves shall automatically terminate on the date that a teacher's resignation, accepted by the Board becomes effective.

ARTICLE X - LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for the duration of the illness, but not to exceed one (1) calendar year.
- B. Upon request, an employee will be granted a leave of absence without pay for reason of maternity for a period not to exceed one (1) year. The date of leaving and returning shall be agreed upon by the employee and the superintendent.
- C. A teacher may, at the discretion of the Board, be granted a parental leave without pay for the purpose of adopting a child. The teacher shall notify the Superintendent at the time of application for adoption and further, if an interval of sixty (60) days lapse following the most recent notice to the Superintendent of the pending adoption, the teacher shall submit a re-notification.

Leaves under this provision shall be granted for not less than one (1) semester or more than one (1) school year.

- D. Leaves of absence without pay may be granted to tenure teachers for up to thirty (30) calendar days. The request for such leaves shall be submitted to the Superintendent at least ten (10) days prior to the first day of the leave.

The Board may upon written request, five (5) calendar days before expiration of the leave, grant a renewal or extension of this leave.

Leaves of absence without pay, may be granted to non-tenured teachers, upon written request, not to exceed thirty (30) days.

- E. Teachers leaving the system, except for an approved leave of absence, shall lost seniority, sick days, and all other privileges of previous employment.
- F. A return to duty from leave of absence shall be subject to the following conditions:
 - 1. If leave was due to physical or mental illness, a doctor's certificate of fitness shall be filed with the Board. Teachers returning from leaves of absence which were granted for purposes other than physical or mental illness, shall present satisfactory evidence of fitness, if the Board deems necessary.

2. There is no guarantee that any teacher shall be returned to a specific building, grade level, or special assignment at the conclusion of a period of absence exceeding one (1) semester.
- G. No teacher shall accumulate sick leave during any leave of absence granted under this Article if the leave takes effect the first day of the school year.
- H. Sabbatical Leave: Bargaining unit members, who have been employed for seven (7) consecutive years by the Caseville Public School, may be granted a sabbatical leave devoted to professional improvement upon presentation and approval by the Board of Education.

Compensation, including, but not limited to salary, retirement, fringe benefits and seniority will not be provided to the employee. In addition, experience credit will not be gained for the duration of the leave.

Upon return from the sabbatical leave, the bargaining unit member shall be restored to the same position or to a position for which they are qualified, and be placed on their next experience and seniority level, with no loss of accumulated sick days.

A sabbatical leave is to be applied for a minimum of ninety (90) days in advance of the succeeding school year. The leave shall be for one (1) year commencing with the day preceding the succeeding school year and concluding in 360 days.

The bargaining unit member shall file a statement of intent to return at least ninety (90) days prior to the termination of the leave. Failure to comply with this provision will indicate that the bargaining unit member does not intend to return to duty at Caseville Public School.

ARTICLE XI - TEACHER EVALUATION

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly.
- B. Evaluations shall only be conducted by a building principal or other qualified administrator as designated by the Board of Education. Each written review of the teacher's job performance shall be based on at least fifteen (15) accumulated minutes of classroom observation.
- C. The performance of all teachers shall be evaluated in writing as follows:
 1. Probationary teachers shall be evaluated in writing at least once every two years. A personal meeting will be held within ten (10) school days thereafter to review the job performance of the probationary teacher.

2. Tenure teachers shall be evaluated in writing at least once every two years. A personal meeting will be held with each tenure teacher within ten (10) school days thereafter to review his/her job performance.
- D. Three (3) copies of the written evaluation shall be submitted to the teacher, one to be signed and returned to the administration and the other two (2) to be retained by the teacher. In the event that the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the personnel file. Teacher evaluations are not subject to the grievance procedure.
- E. Each teacher shall have the right upon request to review the contents of his personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- F. Discipline of Teachers:
1. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers.
 2. No teacher shall be disciplined, including reprimand, suspension with pay, or discharge, without just cause. Just cause shall include, but not be limited to:
 - a. incompetence
 - b. insubordination against the reasonable rules of the Board
 - c. moral misconduct
 - d. any violation of the terms of this Agreement notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Michigan Tenure of Teachers Act, just cause shall be determined under that act.
 3. Discipline of teachers shall be subject to the grievance procedure provided, however, that (1) as to probationary teachers, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act during the pendency of any grievance; and (2) as to teachers on tenure of continuing contracts pending grievances shall be dismissed upon the filing of written charges under the Michigan Tenure of Teachers Act; and the Tenure Act shall thereafter govern all proceedings against the teacher.

ARTICLE XII - PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, 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. The Board further recognizes that the

teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students not to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps with respect to such pupil.

- B. Any case of assault upon a teacher, which has its inception in school shall be promptly reported to the Board, or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

ARTICLE XIII - REDUCTIONS IN PERSONNEL

- A. In the event it becomes necessary to reduce the number of teachers employed by Caseville Public School, the following will be followed:
 - 1. Probationary teachers will be laid off first, by seniority within subject areas and grade levels.
 - 2. If further reductions are required, tenure teachers will be laid off by seniority within subject areas and grade level.
 - 3. A seniority list will be established by the Board in the consultation with the Association. This list will be given to the Association for approval no more than thirty (30) days after the first day of school. This list will be published prior to any layoff.
- B. Teachers will be recalled in the reverse order of the layoff procedure (the last laid off will be the first person recalled).
- C. Seniority and re-employment rights shall be lost by the teacher if the teacher does not notify the Board of his intentions within ten (10) days of receipt of a registered letter of recall.
- D. Seniority shall be defined as total years of continuous service to the Caseville School District as a member of the bargaining unit.

Unpaid leaves of absence will not count toward seniority.

In the event there should be a teacher layoff due to a lack of funds, and, in the event notice of layoff is given to the affected teacher(s) sixty (60) days prior to the last day of pupil attendance in the school year, the parties agree as follows:

- 1. That a joint committee of representatives selected by the Association and representatives selected by the Board will meet in good faith effort to deal with the issue of what should happen if a laid off teacher collects unemployment benefits over the summer months and is recalled prior to the first teacher duty day of the new school year (i.e. laid off in June, 1986, and recalled before August 25, 1986).

2. That these discussions shall not extend beyond ten (10) days from the date of the first meeting.
 3. That should these good faith discussions lead to an agreement, the same shall be reduced to writing in the form of a memorandum of agreement and submitted to the Board and the Association for ratification.
 4. That these discussions in no way constitute a reopening of the existing collective Agreement, and, if no agreement is reached, the existing agreement remains in full force and effect.
- E. Seniority shall be broken when a bargaining unit member retires, resigns, takes a non-bargaining unit position within the District, or has been dismissed for just cause.

ARTICLE XIV - NEGOTIATION PROCEDURES

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices between the parties.
- B. Beginning no later than the March Board meeting of the calendar year in which this Agreement expires, the Caseville Education Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein a good-faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Any agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and the Caseville Education Association.
- C. In any negotiations described in this Article, neither party shall have 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.

ARTICLE XV - PROFESSIONAL GRIEVANCE PROCEDURE

- A. Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order, or regulation, of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms, or conditions of employment, may file a written grievance with the Board or its designated representative. If a teacher does not file in writing with the principal or other designated Board representative within five (5)

- school days after the occurrence, then the grievance shall be considered as waived.
- B. Within five (5) school days of receipt of the grievance, the designated representative of the Board shall meet with the Association or the individual in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted, by the Association or teacher to the Superintendent who shall have five (5) school 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 immediately be transmitted, by the Association or teacher, to the Secretary of the Board, with a statement of reasons why it is being disapproved. Failure to answer at any level within the time period for answer moves the grievance automatically to the next level.
- C. At the next regular meeting of the Board, after 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, or prescribe such procedure as it may deem appropriate for consideration of the grievance.
- D. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department head, assistant principal, or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals, or other employees in such informal procedures be deemed to be a supervisory or executive function.
- E. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
1. The termination of services or failure to re-employ any probationary teacher.
 2. The placing of a non-tenure teacher on a fourth year of probation without consent of the teacher.
 3. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan as amended).
 4. Teachers evaluations (content).
- F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all

professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or equivalent in money shall be paid to him.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. Teachers shall be informed of a telephone number they may call before 7:00 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 Board of Education will not require the teacher to take a polygraph or lie detector test.
- C. The Association shall deal with ethical problems arising under the code of ethics of the Education Profession (adopted by the Representative Assembly, July, 1968, and amended July, 1972) in accordance with the terms thereof and the Board recognizes that the code of ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria or professional behavior. Nothing in the section would deny the Board any right guaranteed by law or any article of this Agreement.
- D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees 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.
- F. No teacher shall use his position in the school system to his financial advantage by such activities as preparing lists for sales solicitation, by soliciting sales from his students and their parents, by promoting his employment as a tutor for his assigned students, and by soliciting employment as a private music teacher for his assigned students or by seeking any similar advantage. When teachers are approached by parents to do tutoring during the school year, it is recommended that the teacher inform the principal.
- G. Copies of this Agreement shall be printed at the expense of the Board and one copy presented to all teachers now employed or hereinafter employed by the Board.

ARTICLE XVII - DURATION OF AGREEMENT

All Articles of this Agreement shall be effective September 1, 2004, through August 31, 2006.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

By _____
President of the Board

By _____
MEA/TCBA Representative

and _____
Secretary of the Board

Dan Tighe, Ed.D
Negotiator

Barbie Tilt, TCBA
Negotiator

APPENDIX A - SALARY SCHEDULE**2003-2004 Salary Schedule**

STEP	BA	BA+20	BA+30	MA	MA+15
0	30,828	32,559	32,737	32,953	35,128
1	32,631	34,447	34,666	34,921	37,155
2	34,433	36,332	36,597	36,891	39,181
3	36,237	38,222	38,530	38,860	41,208
4	38,036	40,110	40,459	40,828	43,234
5	39,841	41,996	42,390	42,798	45,258
6	41,642	43,882	44,323	44,768	47,285
7	43,444	45,771	46,253	46,737	49,310
8	45,246	47,658	48,182	48,705	51,339
9	47,049	49,546	50,116	50,677	53,366
10	48,843	51,440	52,045	52,652	55,397

2004-
2005

STEP	BA	BA+20	BA+30	MA	MA+15
0	31,213	32,966	33,146	33,365	35,567
1	33,039	34,878	35,099	35,358	37,619
2	34,863	36,786	37,054	37,352	39,671
3	36,690	38,700	39,012	39,346	41,723
4	38,511	40,611	40,965	41,338	43,774
5	40,339	42,521	42,920	43,333	45,824
6	42,163	44,431	44,877	45,328	47,876
7	43,987	46,343	46,831	47,321	49,926
8	45,812	48,254	48,784	49,314	51,981
9	47,637	50,165	50,742	51,310	54,033
10	49,454	52,083	52,696	53,310	56,089

2005-2006

STEP	BA	BA+20	BA+30	MA	MA+15
0	31,604	33,378	33,561	33,782	36,012
1	33,452	35,314	35,538	35,799	38,090
2	35,299	37,246	37,518	37,819	40,167
3	37,149	39,184	39,499	39,838	42,245
4	38,993	41,119	41,477	41,855	44,322
5	40,843	43,052	43,456	43,875	46,397
6	42,690	44,986	45,438	45,894	48,475
7	44,537	46,922	47,417	47,913	50,550
8	46,384	48,857	49,394	49,930	52,630
9	48,233	50,792	51,377	51,952	54,708
10	50,072	52,734	53,354	53,977	56,791

Board agrees to pay step increases for both the 2004-05 and 2005-06 school years.

APPENDIX B - PAY SCALE FOR EXTRA CURRICULAR ACTIVITIES

Percentages will be paid to CEA members on the base salary of the BA schedule in Appendix A

2004-2006

Seventh Grade Camp-Director (1)	3.00%
Seventh Grade Camp-Assistant (1)	2.50%
Band (1)	10.00%
Drama (1)	5.00% per production
Yearbook (1)	7.50%
FCCLA	2.50%
NHS	2.00%
Elementary Christmas Program Director (1)	1.00%
Academic Track Director (1)	1.75%
Quiz Bowl Coach (2)	1.00%
Environthon Coach (1)	1.00%
Senior Class sponsor (1)	2.00%
Junior Class Sponsor (1)	2.00%
Sophomore Class Sponsor (1)	2.00%
Freshman Class Sponsor (1)	1.50%
8 th Grade Class Sponsor (1)	1.50%
7 th Grade Class Sponsor (1)	1.50%

1. Any CEA member taking more than one activity from Appendix B will receive an additional .5% for each additional activity. Class sponsor positions do not count toward the additional .5%.
2. The Board of Education shall post all vacant positions in the teachers' work room. Should an Association member not be able to fulfill contractual positions listed in the Appendix B, the Board may offer any unfilled position to a person outside the Association at a rate determined by the Board.
3. After all Appendix B positions are filled, members may choose to assist in an activity and, with the concurrence of the contracted Association member, and with the approval of the Superintendent, shall split the stipend.
4. Association members who held Appendix B positions the previous year shall have the first opportunity at these same positions.

APPENDIX C

Pay scale for additional extra curricular activities (applies to CEA members):

<u>2004-2006</u>	
Baseball (1)	7.00%
Softball (1)	7.00%
Track-Varsity (1)	7.00%
Basketball-Varsity (2)	10.00% each
Basketball-JV (2)	7.00% each
Soccer (1)	7.50%
Volleyball-Varsity (1)	10.00%
Volleyball-JV (1)	7.00%
Volleyball 7 & 8 (2)	5.00%
Golf (1)	5.00%
Basketball 7 & 8 (2)	6.00% each
Track 7 & 8 (1)	5.00%
Cheerleading 7 & 8 (1)	1.50%
Pom Pon (1)	3.50%

1. Any Association member coaching more than one activity from Appendix C will receive 2.00% additional for each additional activity.
2. The Board of Education shall post all vacant positions in the teachers' work room. Should the Association members not fill the positions listed in Appendix C, the Board may offer any position to a person outside the Association at a rate determined by the Board.

APPENDIX D - SCHOOL CALENDAR

2004-2005	183/180
2005-2006	183/180

The parties agree to meet by April 1st of each year for the purpose of determining the work day for the ensuing school year. Both parties agree that the calendar for each ensuing year will be completed by not later than five (5) working days prior to the regularly scheduled board meeting in May. The parties further agree that the State mandated number of instructional hours will be met as a result of this meeting.

ACTS OF GOD PROVISION

Should a closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet an annual instructional minimum required law, rule or regulation, instructional additional days will be rescheduled as follows:

- The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Appendix D.

- Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day.
- It is understood and agreed that in the event the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills, the teacher may:
 - a) use his or her personal leave;
 - b) use his or her sick leave; or
 - c) use unpaid leave time.

SUNSET ADDENDUM TO ALL CLOSING PROVISIONS

- A. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, epidemics, or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions, or an Employer directive results in the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

- B To the extent that any other provision of the Collective Bargaining Agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.