

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

of the

CEDAR SPRINGS PUBLIC SCHOOLS

and the

CEDAR SPRINGS EDUCATION ASSOCIATION

(CSEA/MEA/NEA)

Effective Date: September 1, 2011

**(Ongoing revision will be made through the
collaborative bargaining process)**

**Cedar Springs Public Schools
Cedar Springs, MI 49319**

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A G R E E M E N T

This Agreement is entered into as of the 1st day of September, 2011, by and between the Board of Education of Cedar Springs Public Schools of Kent and Newaygo Counties, Michigan, hereinafter called the "Board," and the Cedar Springs Education Association (CSEA/MEA/NEA), hereinafter called the "Association," which is affiliated with the Michigan Education Association, hereinafter called the "MEA," and also affiliated with the National Education Association, hereinafter called the "NEA."

ARTICLE I RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section Eleven of Act 379 of the Michigan Public Acts of 1965, for all certified professional employees including full-time and regular part-time personnel such as classroom teachers, speech pathologists, social workers, psychologists, guidance counselors, librarians, permanent substitutes, special education personnel, hereinafter referred to by the term "teachers," and shall include any new positions created during the life of this Agreement, provided its function is liking to, similar or approximately equal to any position herein recognized, as determined under the rules of the Michigan Employment Relations Commission.

Excluded from the unit are per diem substitutes, supervisory, executive personnel and non-teaching personnel such as secretaries, school aides, custodians, maintenance, clerical, school bus and food service employees.

- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.
- C. Despite reference herein to the Board or the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative; professional or lay, whether or not a member. Each party will provide the other, upon written request, satisfactory evidence, such as official minutes or certificate of resolution, of authority so to act.
- D. Nothing in this Agreement shall operate retroactively unless expressly so stated.

ARTICLE II
ASSOCIATION RIGHTS

- A. Pursuant to Act 379 of the Public Act of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join, and support the Association for the purpose of engaging in collaborative bargaining or negotiation. Further, the Board agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, or collaborative professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under his/her Agreement with respect to any terms or conditions of employment.

- B. The Local Association and its representatives shall have the right to use school buildings at reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. The Local Association shall, before said use of the school buildings, secure a building use permit. The Local Association may use equipment on premise only when such equipment is not otherwise in use. The Local Association shall reimburse the school for the consumption of any materials and supplies at a reasonable cost.

- C. The Association shall have the right to post notices of activities and matters of Association concern in the Teacher's Lounge, and at least one bulletin board shall be provided in each school building for said use. The Association may use teacher mail boxes for communication to teachers.

- D. The Board agrees to furnish to the Local Association in response to a reasonable written request, public financial information concerning the district as it relates to teachers, salaries paid thereto, educational background, and other public information that will assist the Local Association in developing intelligent, accurate, informed, and constructive proposals on behalf of the teachers or students. This information may also be necessary for the Local Association to process any grievance or complaint.

The Local Association shall pay all reasonable costs incurred by the Board in providing such information to the extent allowed by law.

E. **Association Security**

1. **Association Service Fee.**

All employees included in the collaborative bargaining unit set forth in Article I (A) shall, as a condition of employment, join the Association or pay to the Association a service fee pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. This obligation commences thirty (30) days after the execution of this Agreement, or the completion of an employee's first thirty (30) days of employment, whichever is later. The service fee shall not exceed the amount of yearly dues collected from Association members.

2. **Determination of Service Fee.**

The Association shall advise all employees and the Employer in writing of the amount of its dues and any changes thereto. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other

required information may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is understood that the employee remains obligated for the entire yearly service fee.

3. **Policy Regarding Objections to Expenditures.**

The Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to employees who are not members of the Association. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of that policy shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

4. **Failure to Pay Service Fee.**

In the event that an employee fails to pay a required service fee directly to the Association, or to authorize payment of the service fee through payroll deduction, the Association may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Association shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Association may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for the service fee. The Employer agrees to impose a mandatory deduction for the service fee if it determines that the employee has not paid a required service fee in an amount established by the Association. All dues and fees so deducted shall be promptly remitted to the Association at an address authorized for this purpose within twenty (20) days following the deduction.

5. **Checkoff.**

During the term of this Agreement, the Employer agrees to deduct service fees and Association membership dues, assessments and contributions from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper checkoff authorization in a form which shall be supplied by the Association. The Employer shall provide the Association with copies of all executed check off authorizations. Any written authorization which lacks the employee's signature will be returned to the Association. An employee may pay his/her service fee directly to the Association or may authorize payment through this payroll deduction program. A list of authorizations received shall be transmitted to the Association.

All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These authorizations shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct such dues, assessments and contributions from the first check in October for twelve (12) consecutive pays. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be promptly remitted to the Association at an address authorized for this purpose.

If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

6. **Other Authorized Deductions.**

The Employer agrees to allow the use of the payroll deduction process for voluntary MEA PAC contributions, annuities, credit unions or other plans or programs jointly approved by the Employer and the Association.

7. **Indemnification.**

The Association agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, but not limited to, wages, damages, awards, fines, court costs, and attorney fees that arise out of or by reason of action taken by the Employer pursuant to Article II, Paragraph E, subparagraphs 1, 2, 3, 4, 5, and/or 6. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with these Sections, the Employer agrees:

- (a) To give timely notice of such action to the Association and to permit the Association to intervene as a party if it so desires; and
- (b) To give full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

As long as there is no conflict between the positions of the Employer and the Association, the Employer agrees to allow the Association to defend it in the action at the Association's own expense and through counsel of the Association's choice.

**ARTICLE III
TEACHER RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict any teacher in the exercise of any rights the teacher may have under the Michigan General School Laws, Tenure Act, or applicable laws and regulations of the State of Michigan.
- B. The conditions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, residence, handicap(s) or marital status of any teacher.
- C. The teacher shall be entitled to engage in religious or political activities outside of school, and this shall not be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it affects the personal and professional conduct and performance of the teacher's assigned responsibilities.
- D. Materials or complaints that originate after the initial employment of a teacher will not be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with the names of the complainants, administrative action, and remedy stated. A copy of the complaint shall be given to the teacher, after which the teacher shall be allowed three (3) school days to respond to the complaint before said complaint becomes part of the teacher's personnel file. If there should be unresolved differences related to the complaint, the teacher may follow the grievance procedure defined in this Agreement. The teacher shall acknowledge by signature, his/her awareness of the complaint and the existence of said complaint being placed in his/her file.
- E. A teacher shall be entitled to have present a representative of the Association during any disciplinary action, when such action will become part of the teacher's personnel file.
- F. No teacher shall be disciplined without just cause.

**ARTICLE IV
RIGHTS OF THE BOARD**

- A. The Board, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested to it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality foregoing the right, provided that within these rights and responsibilities the Board will not violate the provisions of this Agreement:
1. To the executive management and administrative control of the school system and its properties and facilities.
 2. To construct, acquire, and maintain school buildings and equipment.
 3. To hire all teachers and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to assign, transfer, promote, and supervise all such teachers; and to establish and revise rules pertaining to the conduct of the teachers.
 4. To establish educational policy, grades, and courses of instruction including special programs, and provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

ARTICLE V
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears in the judgment of the classroom teacher and building principal, that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will, if proper steps have been taken, relieve the teacher of the responsibilities with respect to such pupil.

- B. A teacher may exclude and immediately arrange escort to the principal's office a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, that day, particulars of the incident, which may be in writing. The pupil shall not be returned to the class until after he/she has had consultation with the principal or assistant principal and/or teacher.

- C. Any case of assault upon a teacher or malicious damaging or destruction of personal or school property shall be promptly reported to the building principal, the Superintendent and the Board. The Board will provide such assistance as it deems necessary or advisable in connection with the handling of such incidents by law enforcement officials, provided that this provision shall not be construed to mean that the Board will be obligated to provide or bear the cost of legal counsel to any teacher involved in such an incident.

- D. Time lost by a teacher in connection with litigation arising out of any incident mentioned in Paragraph C immediately above shall not be charged against the teacher. The Board will reimburse the teachers for any loss, damage or destruction of clothing or personal property from any incident mentioned in Paragraph C immediately above while the teacher is on duty for the school, provided that if the teacher involved is insured against such loss, the Board shall be responsible only to the extent of any deductible involved.

**ARTICLE VI
NEGOTIATIONS**

- A. The parties acknowledge that during the negotiations which result in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collaborative bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated to bargain collaboratively with respect to any subject or matter referred to or covered in this Agreement even though such subjects or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- C. When negotiations are conducted during regular school hours by mutual agreement, released time shall be provided for the Association's negotiator.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be three (3) signed copies of any final agreement. One copy shall be retained by the Board, one by the Association, and one by the Superintendent.

**ARTICLE VII
TEACHING HOURS**

A. Work Day.

1. It is agreed that the work day of the teachers shall include a total of twenty five (25) minutes before and/or after school to be arranged by each building, a thirty (30) minute duty-free, uninterrupted lunch period for grades (7 through 12) and a thirty-five (35) minute, duty-free uninterrupted lunch period for grades (1 through 6), to be arranged by each building.
2. The kindergarten teachers, as a group, shall be provided with one (1) full-time educational assistant if the average student contact time for the kindergarten teachers, as a group, exceeds five (5) hours, thirty (30) minutes per day.
3. Prior to August 15, the arrival and dismissal times of the work day shall be mutually established by the administrative and management teams to maintain continuity of schedules with area programs in which students are involved.
4. The arrival and dismissal times for a particular teacher may be altered to provide programs/courses for students that cannot otherwise be scheduled during the regular school day, provided, however, that no teacher will be assigned to teach a class before or after school without his/her prior agreement.
5. The non-teaching time between the arrival of teachers and the beginning of the first class and following the last class and the dismissal of the teachers will normally be unassigned time that is to be used for preparation periods.
6. Lunch periods will be adjusted as needed to accommodate the student needs as determined by each building and educational program. A and B lunch shall alternate in successive years.
7. The bell schedule in grades 9 - 12 shall be as follows:

7:20am	Teacher's Report
7:35 am - 8:46 am	First Hour
8:51 am – 10:04 am	Second Hour
10:09 am - 11:20 am	Third Hour
11:25 am - 12:36 pm + C	Fourth Hour
11:25 am – 12:00 pm + B + 12:30 pm – 1:06 pm	
A + 11:55 am – 1:06 pm	
11:20 am - 11:50 am	Lunch (A)
12:00 pm - 12:30 pm	Lunch (B)
12:36 pm – 1:06 pm	Lunch (C)
1:11 pm - 2:23 pm	Fifth Hour
2:33pm	Teacher Dismissal

8. The bell schedule may be adjusted to accommodate varying instructional settings. Adjustments to the above schedule will be jointly designed by the administrative and negotiation teams provided that it does not alter additional parts of the contract and presented to the building staff and board of education for approval.
9. ***Middle school bell schedule shall be scheduled with mutual agreement between the Board and CSEA.***

B. Teaching Loads.

1. The accepted weekly teaching load in the grades 9-12 will not exceed ***twenty-six (26) hours and fifty (50) minutes (8/2006)*** of teaching time per week. Assignment to a supervised study period shall be considered a teaching period for the purpose of this provision.
2. The accepted teaching load in the elementary schools (K-8) shall be maintained, to the extent that scheduling permits, within the framework of ***twenty-seven (27) average hours and two (2) minutes (8/2006)*** of student contact time per week.
3. The Board will endeavor to assign regular part-time teachers consecutive class assignments during their scheduled work day in order to avoid assignments not connected by preparation periods or other duty free time.
4. Part-time teachers will be required to attend all staff development programs scheduled during the normal working day and regularly scheduled teacher meetings, unless excused by their building principal.
5. In the event that part-time staff members are responsible to more than one building, the staff member must attend meetings and in-service as mutually agreed upon by the staff member and the administrators involved.

C. Preparation Periods.

The District shall provide time during the normal work day to allow teachers to devote time to individual students, plan for classes or student activities, classroom management and grading, individual principal/teacher or parent/teacher conferences, teacher evaluation and/or other school related work or activities. These activities shall occur during the non-teaching time during the work day before and after school and during scheduled preparation periods.

1. **Secondary Preparation Time.**
All teachers in grades 7-12 shall also receive a preparation period equal to one classroom period each day.
2. **Elementary Preparation Time.**
 - a. The preparatory period for elementary teachers in grades K through 6 shall be the time between their arrival and the start of the student day.
 - b. Elementary teachers in grades K-6 shall also be provided with duty-free recess periods when and if recess periods are provided.
 - c. In addition, elementary teachers in grades K-6 may use for preparation all times during which their classes are receiving instruction from various teaching specialists.

- d. Weekly schedule will reflect at least two hundred and fifty (250) minutes preparation time per week (8/2004).*
3. Teachers of music, art, physical education, librarians, counselors, and all special education teachers shall be provided with unassigned preparation time, within the framework of the instructional day equivalent to the time allotted to the K-6 teachers as mentioned above.
 - a. It is the intent of the Board of Education to provide the specialists programs as long as the Board determines that it has the necessary funding/resources to permit this.
 - b. In the event that special classes are eliminated, the teachers (K-6) shall not be required to assume additional instructional time. In the event the regular schedule does not allow for the preparation periods as described above, the teacher shall be responsible for preparation time, but shall be allowed compensatory time off in increments of not less than one-half (.5) day.
 4. If a teacher has begun his/her normal teaching day and is unable to continue his/her teaching duties, an administrator may request another teacher to supervise the classroom during his/her preparation period, for that day only. The teacher who does the supervising is to be paid according to provisions set forth in Article XIV, Paragraph E, 1-c.
 5. All teachers must remain in their assigned building during their preparation periods unless their building principal specifically approves their leaving this building. Teachers may leave their assigned building during their lunch periods.
 6. Regular part-time personnel preparation period will be according to the length of the assigned teaching hours; a ½ time position will be 50% of regular prep period, ¾ time position will be 75% of the regular prep period.
 7. Teachers can be asked to teach during a preparation period for compensation (Article XIV, Paragraph E) or, if the teacher chooses, compensatory time, provided, however, that no teacher may be asked to do so more than two (2) times in any given contract year.

Compensatory time may be taken in one-half (.5) day or full day units. Two weeks' advance notice must be given to the building principal. All compensatory time must be used prior to the last two (2) full weeks of school. Compensatory time will not be used during parent/teacher conference sessions or to extend a scheduled vacation. At the end of the school year, any compensatory time of six (6) hours or less or any compensatory time earned during the last two (2) full weeks of school, may be carried over to the next school year, but cannot be taken until after the first two (2) full weeks of school. Teachers must notify the building principal by June 1 of each school year as to their desire to carry over compensatory time or be paid for it.

D. **Building Meetings.**

1. Building principals shall have the option of holding not more than sixty (60) minutes of teacher meetings each month, which shall not be split into more than two (2) thirty (30) minute meetings.
2. Building administrators will consult and collaborate with department/grade level chairpersons when constructing meeting agendas. The agenda will be crafted to meet the needs of both administrative and teaching staff. Written notice of agenda will be provided at least two (2) working days prior to meeting with five (five) working days advance notice if there are materials to be reviewed.
3. Any additional meetings for an entire building staff shall be voluntary.
4. All staff will meet for forty-six (46) hours for the purpose of collaboration. Thirty-eight (38) of those hours will count toward the state mandated hours of instruction. Thirty (30) of these hours will be designated PLC or COP time. Sixteen (16) of these hours will be designated as SD (Staff Development)
 - a. SD = Staff Development time is to be led by building or district level administrators. SD time includes necessary staff training, discussion of building-wide or district-wide initiatives, data conversations, or any other type of PD deemed necessary by administration. Content of Staff Development time would be determined by administration, in consultation with teaching staff if necessary.
 - b. PLC or COP time = Professional Learning Communities or Communities of Practice time is to be led by teachers, specifically the group's PLC or COPs leader. The teacher leader will determine the meeting agenda and the content being discussed. PLC and COP agendas will be teacher driven according to topics in Appendix E. Administrators are to act as consultants and assistants during PLC or COP time; however, they should not lead the meeting or determine the agenda.
5. One additional hour per fall and/or spring conference may be added. The additional hours if needed will come from the same month by canceling the building staff meeting. Any additional responsibilities normally associated with that staff meeting or PLC time will be canceled. This determination will be made by the building management, Teacher/PLC Leader in conjunction with the building principal.

E. **Grade Level Meetings.**

The grade level and department chairpersons may also schedule meetings for the teachers in their grade level or department. The timing and duration of these meetings will be established by the respective chairpersons, but will not normally occur during scheduled instructional periods.

F. **Job Sharing.**

1. **Application.**

Two teachers desiring to share a teaching position may make application to the Superintendent. Such application shall include a written proposal regarding hours of work, methods of communication, job duties, meetings, in-service, conferences, and the division of responsibilities and shall be reviewed by the building principal. The Superintendent shall meet with the

applicants to discuss their proposal and thereafter make his/her decision granting or denying the application in writing within ten (10) school days of the meeting.

2. **Restrictions and Waivers.**

- a. No job share shall be permitted if the arrangement will in anyway adversely affect the seniority, layoff or recall rights of another bargaining unit member, including those on layoff. In such situations, the adversely affected teacher(s) and the association may, in writing, elect to waive his/her seniority rights for that specific situation. Failure of said teacher(s) or the association to waive such rights shall nullify the proposed job share and shall in no way result in adverse effect upon the refusing teacher.
- b. Prep period will be assigned and will be according to the length of the assigned teaching hours; a ½ time position will be 50% of regular prep period, ¾ time position will be 75% of the regular prep period.

3. **Compensation System.**

Should an application for job sharing be approved, compensation for the teachers shall be as follows:

- a. **Salary:** Salary compensation shall be the prorated amount (prorated as to the percentage of appointment) at the appropriate step for each teacher of salary schedule, Appendix A.
- b. **Fringe Benefits:** All fringe benefits, to the extent permitted by the carriers, shall be prorated as to the percentage of the appointment so that a job share assignment shall allow each teacher to elect Plan B fully paid by the board. The teachers shall be allowed to elect Plan A if they pay the cost difference above Plan B.
- c. **Paid Leave:** Employees shall have paid leave days prorated to the nearest half (1/2) day.

4. **Step Advancement.**

Job share teachers shall move a full step on the salary schedule, Appendix A, for each year employed, regardless of the percentage of the appointment.

5. **Return to Full-Time.**

A teacher desiring to return to full-time status shall have the right to return to full-time employment at the beginning of the next school year provided:

- a. **Notice of Intent:** That they provide written notice to the Superintendent by March 1st of the school year preceding the return to full-time employment.
- b. **Assignment:** That the assignment, subject to the availability of full-time positions and in the event that only one full-time position is available, shall be first offered to the teacher with the most seniority.

6. **Non-Performance of Job Sharing.**

In the event that one or both of the teachers involved in a job-sharing contract cannot perform their contractual duties as agreed upon (F.1. Application), a substitute will be hired to fulfill the responsibility.

**ARTICLE VIII
CLASS SIZE AND TEACHING CONDITIONS**

- A. Inasmuch as the teacher-pupil classroom ratio may be an important aspect of an effective educational program, it is agreed that the following limits on class sizes represent desired objectives within financial constraints.

K-2	22 pupils
3-12	25 pupils

Exceptions to the above ratio include classes in physical education, typing, band, vocal music, study hall, and other large group instruction. (Large group instruction could include leveled reading, math, etc.)

- B. If, after November 1 first semester and February 1 second semester, the above mentioned ratios are exceeded by more than two (2) students, the affected teacher(s) shall first meet with the building principal to inform him/her of the class size problem that requires a resolution, and will invoke the relief procedure. The relief procedure may also be utilized for other class composition problems.

Relief Procedure:

1. The teacher(s) shall communicate with his/her principal to define the problem and to recommend a solution in an attempt to resolve the matter. (TA 1/8/03)
2. If, following this attempt, the problem is not resolved and it is recognized that additional assistance is necessary to meet the needs of the students, the teachers can request a committee review of the problem in writing to the principal's office. The committee will consist of the building principal, one other Administrator designated by the Board, the affected teachers, and one other teacher designated by the Association. Within five (5) school days of the receipt of such request by the principal, a committee meeting shall be held. (TA 1/8/03)
3. In reviewing a class size problem, the committee shall consider the following criteria:
 - a. Number of classes being taught by the teacher;
 - b. Number of students in each class;
 - c. Size of classroom or facility;
 - d. Split classes;
 - e. Number of students mainstreamed;
 - f. Instructional materials and equipment available;
 - g. Nature of subject and skills taught, i.e. basic or enrichment; and
 - h. Availability of instructional support staff.
4. The committee shall, by majority vote, recommend to the Superintendent, a solution they deem appropriate from one (1) of the alternatives listed below:
 - a. Reassignment of the student(s) to another class, grade or facility, or
 - b. Assignment of a teacher aide, or
 - c. Volunteer parental assistance, or
 - d. Purchase additional equipment, or

- e. Purchase additional materials, or
- f. Any other solution acceptable to the affected teacher, or
- g. Maintain the status quo, or
- h. Hire additional teachers.

5. Within five (5) school days (elementary level) and within ten (10) school days (middle or senior high level) of receipt of the recommendation of the committee, the Superintendent shall:

- a. Implement the committee decision unless no majority consensus can be reached,
- b. Implement an alternative solution from subparagraph 4 (a-h, inclusive) above. (TA 1/8/03)

C. Students who have been tested and screened for special education programs by the school psychologist and who, as a result of such testing, qualify for such programs but cannot be placed due to lack of special class facilities and/or qualified personnel shall be equated for class membership on the following basis:

- 1. Mentally and/or emotionally handicapped - two (2) class memberships.
- 2. Physically handicapped - three (3) class memberships.

Students shall be tested for suspected handicaps within thirty (30) school days after the special education referral has been made and/or request for permission to conduct a special education evaluation has been signed by the parent and received by the special education office. In all cases Federal, state, and regional guidelines will be followed.

D. **Grade Level and Departmental Chairpersons.**

The teachers within each grade level in grades K through 8, within the group of other teachers in each elementary building and the middle school, and within each department in the high school shall select a chairperson for their particular grade, group or department. This selection shall take place prior to May 31st, and shall be effective for the next school year, commencing at the end of the selection year's instructional period. These chairpersons shall receive additional compensation as set forth on Appendix B for the school year during which they will be performing their duties.

- a. Half payment will be distributed in a regular check at the end of each semester with two weeks' advance notice to the business office; or
- b. Full payment will be distributed at the end of the year according to the extra duty payment schedule.

**ARTICLE IX
RETIREMENT**

A. **Severance Pay.**

Teachers retiring from service with the Cedar Springs Public Schools shall be paid \$100 per day of unused sick leave up to a maximum of two hundred *twenty-five (225)* days provided that notice to retire is filed in writing with the Superintendent's office by April 1st of the year of retirement and that the employee actually retires by July 1st of that year. This amount shall be paid in one lump sum the first payroll after January 1st of the year immediately after retirement of the teacher. (TA 7/17/2003) All severance pay will be paid in to a 403b account designated by the employer. Employees will need to determine withdrawal times and amounts with their financial advisor. Letters submitted to the Superintendent by November 1st for the end of first semester retirement shall receive severance pay on the first payroll in August following their retirement. (TA 5/28/05)

B. **Eligibility.**

To be eligible for benefits under this program,

1. A teacher must have completed a minimum of at least fifteen (15) continuous years of service to the Cedar Springs Public School District by July 1 and is immediately enrolled in the Michigan Public School Retirement Fund Education and must be eligible for Michigan Retirement Benefits, and
2. Is immediately enrolled in the Michigan Public School Retirement Fund, and
3. Is scheduled to receive retirement allowance within two (2) months of the date of the last payroll at Cedar Springs Public Schools, and
4. A "Final Salary Affidavit" form is requested by the employee as supplied by the Michigan Public School Employees Retirement Fund.
5. Should a person receive this benefit and return to employment in the Cedar Springs Public Schools, no further benefit will be paid unless by special action by the Board.
6. All necessary withholding shall be made as required by law but payment shall not be considered an addition to salary and will not be used to increase final allowance as paid by the Michigan Public School Employees Retirement Fund.

ARTICLE X LEAVES OF ABSENCE

At the beginning of each school year each teacher shall be credited with fourteen (14) days of leave. Less than full-time employees shall have leave days prorated to the nearest half day. Unused paid leave time will accumulate without limit.

A. Paid Leave.

1. These days may be used for personal illness, illness of a family member, medical appointments, and funeral days.
2. To qualify for a paid leave day, the employee must give notification to the proper administrative official by 6:30 a.m. the day requested. Advance notification will be given when possible.
3. Employees who leave during the instructional day because of illness, will have one-half day deducted from their paid leave day allowance.
4. Days on which an employee is in attendance at professional conventions, visitations to other schools and school systems, educational conferences and meetings, speaking engagements, etc., will not be regarded as absences if prior administrative approval has been granted. Therefore, no deduction of a day or days from the paid leave days will occur.
5. Paid leave days may be taken in half-day or full-day units.
6. A doctor's excuse is required for sick leave days preceding or following holidays or vacations. Employees must give proper notification, as explained above, to the appropriate administrator. The administrator will discuss the absence with the superintendent or designee. If mutual agreement is reached, no documentation is needed.
7. Unused paid leave days may accumulate without limit.
8. Each employee may use up to two (2) paid leave day per year for the employee's personal business. (TA 11/30/09) It is intended that personal business will be available to use at the employee's discretion. Unused personal leave will be accumulated from year to year as accrued sick leave.
 - a. Notice of personal business leave shall be given ten (10) days in advance of the day of the leave except in cases of an emergency.
 - b. Such leave shall not be utilized the day immediately before or after a holiday or vacation period.

B. Accrued Paid Leave Days.

1. Employees may utilize accrued paid leave when they are unable to work due to one of the following:
 - a. Illness, injury, or other disability as covered under the Family and Medical Leave Act of 1993.

- b. **Funeral Attendance.** Leave shall be granted for an employee to attend a funeral. Additional days for specific funeral leaves requested by the employee may be granted at the discretion of the Superintendent.

C. **Family and Medical Leave Act of 1993**

1. The employer will provide up to a total of twelve (12) weeks of unpaid leave during a rolling 12-month period as per the Family and Medical Leave Act of 1993. The leave may be taken for one or more of the following reasons:
 - a. Child Birth;
 - b. Adoption of a child or the placement of a foster child;
 - c. Care for a spouse, child, or parent who has a serious health condition; or
 - d. The employee's own serious health condition that renders the employee incapable of performing the functions of his/her job.
2. During the leave period, the employee is not entitled to unemployment compensation benefits, even if the leave is unpaid.

3. **Eligibility.**

To be eligible for family or medical leave, an employee must have been employed by the employer for at least 12 months and for at least 1,250 hours during the prior 12-month period.

4. **Leave schedule.**

- a. Where leave is to be taken for the birth or placement of a child for adoption or foster care, the leave may not be taken intermittently or on a reduced leave schedule unless the employee and employer agree otherwise.
- b. Where leave is taken to care for a sick family member or due to the employee's own serious health condition, leave may be taken intermittently or on a reduced schedule when medically necessary (partial days or weeks). The employer's agreement is not required if the employee wants to take leave intermittently or on a reduced leave schedule for these reasons.

5. **Notice of Leave.**

- a. Where the necessity for leave is foreseeable due to the expected birth or placement of a child, the employee must provide at least 30 days' notice of the employee's intention to take leave. If the date of birth or placement requires leave to begin in less than 30 days, the employee must provide such notice as soon as practicable.
- b. Where the necessity for leave is due to a family member's or the employee's own serious health condition and is foreseeable based on planned medical treatment, the employee must give at least 30 days' notice (or notice as soon as practicable, if treatment starts in less than 30 days) and make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the employer, subject to the approval of the health care provider.
- c. Where the need for leave is unforeseeable, only notice as soon as practicable is required.

- d. Where an employee requests intermittent leave or leave on a reduced schedule due to a family member's or the employee's own serious health condition and the leave is foreseeable based on planned medical treatment, the employer may require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodates the leave than the employee's regular job. The temporary position shall have the equivalent pay and benefits of the employee's regular job.

6. **Certification.**

- a. The employer requires that any leave request based on a family member's or the employee's own serious health condition be supported by certification of a health care provider. The employee must provide a copy of the certification to the employer in a "timely manner."
- b. If the employer has reason to doubt the validity of the certification, the employer can, at its expense, require the employee to get a second opinion. The second health care provider may be designated or approved by the employer, but that provider may not be employed on a regular basis by the employer.
- c. If the second opinion conflicts with the first, the employer may require a third medical opinion, again at the employer's expense. This provider must be jointly designated or approved by the employer and employee. The opinion of the third provider will be controlling.

7. **Restored Employment.**

- a. With limited exceptions, stated in the Family and Medical Leave Act of 1993, any eligible employee who takes a leave is entitled to be restored to his/her old job or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. No employment benefits that accrued before the date leave began can be lost.
- b. The employee is not entitled to the accrual of any seniority or employment benefits during the period of leave.

8. **Health Care Coverage.**

- a. The employer will maintain coverage under the group health plan for an employee who is taking family or medical leave. The coverage will be continued for the duration of the leave, at the same level, and under the same conditions coverage would have been provided if no leave had been taken.
- b. If an employee fails to return to work after the period of leave expires, the employer may, subject to exceptions allowed under the Family or Medical Leave Act, recover the premium the employer paid for coverage during the leave period.

D. **Child Care Leave.**

Extended child care leave, without pay or benefits, will be granted to an employee, upon written request to the Superintendent or designee, for a period of time no less than the balance of the contract year and not more than one school year following the granting of the leave in accordance with the following provisions:

- 1. Such leave shall be available to adoptive parents.

2. In the event of the death of the object child of the leave, or for other good cause shown, the leave may be immediately terminated by formal approval of the Board at the written request of the employee.
3. The employee shall be guaranteed a position upon return.
4. The extended child care leave may be shortened upon written request of the employee and formal approval by the Board.

E. **Bereavement Leave.**

The employee shall, per occurrence, be granted up to three (3) additional consecutive paid funeral leave days to attend a funeral when death occurs in the employee's immediate family. "Immediate family" shall mean the employee's spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren or other person residing in the employee's household at the time of death. Additional days requested by the employee may be granted from the employee's accrued paid leave days at the discretion of the Superintendent or designee.

F. **Sick Bank.**

1. On or before September 30 of each school year, each teacher may contribute not more than two (2) days of the foregoing paid leave allowance to a common bank to be administered by a committee composed of three (3) Association members (president elect, president, and past president) and two (2) Administrators (the building principal involved and one other as appointed by the Superintendent).
2. As of the aforementioned date, the accumulation in the bank shall not exceed three hundred (300) days.
3. Teachers who have exhausted their accrued paid leave allowance and who have been ill for at least five (5) consecutive days may request additional days from the sick bank for themselves only.
4. The requesting member of the association must submit a letter of request to the president of the association and the Superintendent. The meeting shall be called and chaired by the president of the association.
5. Sick bank days shall be approved by a majority vote of the above committee upon written request by the teacher if the committee determines that the disability is due to an unusual and/or serious illness or accident.
6. No sick bank days will be granted for the first five (5) days after accumulated paid leave days have been exhausted. After the five (5) days, requests may be granted for up to sixty (60) days at full pay or until long-term disability begins. After sixty (60) days, salary will be adjusted to 60% of full pay. If additional days are needed for any other disability within the same school year, another request must be processed.

7. Sick Bank days provided for herein may not be granted to non-bargaining unit personnel without the express, written consent of the Superintendent.

G. **Disability Leave**

1. A disability leave of absence will be granted to employees who have been absent for more than twelve (12) weeks because of a non-work related injury, illness, or other disability, subject to the right of the Employer to require a physician's certificate establishing that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability.
2. A disability leave shall be without pay until such time as the employee has exhausted all accrued paid leave benefits and thereafter benefits shall continue as determined by COBRA. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. At the completion of the twelve (12) month period, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from his/her treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave.
3. An employee whose leave ends prior to his/her being able to return to work will be considered to be on layoff with rights to return in accordance with (Article XVI). The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability.
4. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this Section.
5. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained.
6. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as far in advance as possible. All employees returning to work from a disability leave of absence must present a physician's certificate indicating the employee is medically able to return to work.

H. **Worker's Compensation.**

Any employee who is absent because of injury or disease compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workers' Compensation Law and the leave from duty benefits herein provided. Said partial payments from the Board shall be charged pro-rata against the employee's accumulated leave days.

**ARTICLE XI
PERSONAL AND PROFESSIONAL LEAVES**

A. Leave Conditions

1. **Career Enrichment Leave**

The Board may, in its sole discretion, grant a leave of absence, without pay or benefits, of up to one (1) year upon the written request of an employee. Such leave, if granted, shall be for the purpose of participating in a school program in another school district, state, territory or country.

The work shall be related to the employee's professional responsibilities. The employee shall be guaranteed a position upon return.

2. **Sabbatical Leave**

The Board, in its sole discretion, may grant a leave of absence, without pay or benefits, to an employee upon written application, for the purpose of engaging in study at an accredited college or university in a program reasonably related to the employee's professional responsibilities. The employee shall be guaranteed a position upon return.

3. **Witness Leave**

Employees who are subpoenaed as a witness for court appearances that are not related to his/her employment by the Cedar Springs Board of Education shall be granted a paid leave for such time as is necessary to perform whatever is mandated by the subpoena.

4. **Jury Duty Leave.**

A leave of absence shall be granted an employee called for jury duty. A leave of absence shall also be granted an employee who is subpoenaed for a Cedar Springs Public School legal proceeding. The school shall pay an amount equal to the difference between the employee's daily salary and the daily jury duty fee or witness fee (not including travel allowance or reimbursement of expenses) for each day on which the employee reports for or performs the civic duty and on which he/she otherwise would have been scheduled to work.

5. **Military Training or Emergency Duty Leave.**

Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

6. **Association Leave.**

The Employer will allow a total of five (5) working days each year to allow employees selected by the Association to attend meetings or perform duties related to the Association's operation. The daily rate of the substitute teacher's salary shall be paid by the Association. The use of such days shall be requested in writing to the Superintendent at least five (5) days in advance and signed by the Association president or two (2) Association officers. The Employer reserves the right to deny leave in instances where a qualified substitute is not available. Unused days are not accumulative and may not be used in another contract year.

B. Additional Leave Conditions.

It is expressly understood and agreed that, in addition to the terms and conditions of leaves provided for above, all leaves granted herein are subject to the following terms and conditions unless specifically provided to the contrary herein:

1. All leaves shall commence and/or end at the beginning of a semester, provided that the Board, in its sole discretion, waive this policy in special circumstances.
2. The maximum length of any leave shall be one (1) calendar year in addition to any partial contract year where applicable.
3. All leave shall be requested in writing to the Superintendent's office at least thirty (30) days in advance of a leave requested and by July 1 for a leave requested to commence in September.
4. Upon return from a leave of absence, the employee shall be employed in a position for which the employee is certified and qualified, as defined in Article XVI, Paragraph E of this contract and for which the employee has the requisite seniority except in the case of extended child care, career enrichment and sabbatical leaves in which an employee shall be guaranteed a position upon return in accordance with this Agreement. In all cases, assuming a vacancy, and assuming required certification, qualification and seniority, the District will make every effort to return an employee to a comparable position held before the leave.
5. Written notice of an employee's intention to return from a leave must be given to the Superintendent's office by March 1st for a return from a leave commencing with the following September and at least sixty (60) days' prior written notice shall be given to the Superintendent's office for a second semester return from leave.
6. While on a leave of absence (except taking leave according to the Family and Medical Leave Act of 1993) an employee may maintain his/her own insurance benefits at the employee's own initiative and on a pre-paid, self-pay basis wherever that conforms with the policy of the applicable insurance carrier.
7. A second leave of absence within three (3) years of a prior leave is totally within the discretion of the Board, except an extended child care leave.
8. Employee's returning from a leave of absence shall not receive experience credit for any purpose for the time encompassed by any leaves under this Article, however, time spent on an approved leave shall not break seniority under this provision.
9. No benefits shall accrue to an employee during leave of absence, however, upon a return from a leave an employee's unused sick leave benefits, seniority and salary increments which had been accumulated at the time the leave commenced shall be restored to the returning employee.
10. Written applications for not more than one (1) additional year's leave of absence shall be submitted to the Board not later than March 1 for any leave due to expire and not later than ninety (90) days prior to the expiration of a leave which is due to expire at the end of the school year. Extensions of leaves shall be at the sole discretion of the Board.

11. If an employee notifies the Board of his/her intention to return from a leave and in fact fails to return for work, that employee agrees to reimburse the Board for any unemployment compensation liability incurred by the Board because of unnecessary lay-offs of employee's caused by said request to return to work by the employee on leave. Exceptions to this provision will be granted when circumstances and events are beyond the direct control of the employee.
12. No leave of absence shall be used for employment in any other educational institution, except as specifically provided to the contrary herein.

C. **Other Leaves.**

When absent from duty for reasons not covered by this Agreement, but for reasons which submitted in advance in writing to the building principal (Staff Attendance Record form) and approved by the Board of Education, the substitute teacher's rate of pay shall be deducted from the employee's salary.

**ARTICLE XII
INSURANCE**

A. Group Insurance Programs.

The Employer will make available Choices II group insurance programs covering certain hospitalization, surgical, medical, dental, vision, life and long term disability expenses for participating employees and their eligible dependents. All employees covered by this contract hired after July 1, 2008 will be required to pay five percent (5%) of the insurance premium.

The insurance program provides the coverage set forth below. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier.

Choices II for employees selecting health insurance.

Choices II	<i>In-network, \$200-\$400 out-of-network \$400-\$800 \$10.00-\$40.00 Prescription</i>
Long Term Disability	<ol style="list-style-type: none">1. 60%2. \$5000 maximum/ month3. 90 calendar days-modified fill4. Freeze on offsets.5. Alcoholism/drug addiction and mental/nervous same as any other illness6. COLA
Delta Dental	(80/80/80)
Negotiated Life	\$25,000 AD&D
Vision	VSP-2

Plan B for employees not selecting health insurance.

Delta Dental	(80/80/80)
Vision	VSP-2
Negotiated Life	\$30,000 AD&D
Long Term Disability	Same as above

Employees who do not select health insurance coverage shall participate in Plan B. In the event that a husband and wife are both employees of the District, they are eligible for this same insurance coverage. In such cases, one shall select Plan A and the other shall select Plan B.

Employees are eligible to participate in the group insurance program on the first (1st) day of work with the Employer or at a date thereafter that may be established by the insurance carrier. The current open enrollment period requires employees to select or make changes to their health insurance coverage on or before September 30th of each year. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

B. **Employees Not Selecting Health Insurance Coverage.**

Full time employees who do not select health insurance coverage shall be eligible to have the difference between the Plan B cost and the single subscriber rate for Choices II. This amount may be placed each month into an annuity program or into their Section 125 plan account, or any combination of the above programs. Enrollment in any of these programs must take place during the current open enrollment period. Employees working less than a full time schedule will be eligible for a prorata payment of the MESSA Choices II single subscriber rate. The prorata amount shall be determined by the ratio of the number of hours scheduled to be worked to the number of hours in a full day's schedule. However, in no event shall an employee working less than full time be required to pay for any portion of Plan B.

C. **Payment of Group Insurance Costs.**

The Employer shall pay each month the current full cost toward the insurance premium for eligible full time employees who elect to participate in Choices II and each month the current full cost toward the insurance premium for eligible employees who elect to participate in Plan B. Employees working less than a full time schedule will be eligible for a prorata payment of the amount for Choices II, determined by the ratio of hours scheduled to be worked to the number of hours in a full day's schedule. The Employer's liability under this section shall be limited to these payments, and employees shall be required to pay all premium amounts in excess of these payments.

D. **Obligation to Continue Insurance Payments.**

The Employer's obligation to make monthly insurance premium payments shall only occur during months when the employee is actually performing work for the Employer; provided, however, that the Employer shall continue to make such payments during the months of July and August for employees who worked for the Employer during at least six (6) of the months from September through June of the preceding school year or who retire but are not yet eligible for retiree health insurance.

In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires and is eligible for retiree health insurance, resigns, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, or unpaid leave of absence commences. Employees on Employer approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the date of the employee's return to work.

E. **Annuity Payments**

The Employer shall provide facilities for the utilization of deferred annuity programs by all employees.

F. **Changes in Family Classification**

Changes in family classifications, as defined in Article XII, Section A shall be reported by the teacher to the business office within 30 days of such change. The teacher shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

ARTICLE XIII
GRIEVANCE PROCEDURE

- A. A claim by a teacher or group of teachers or the Association that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement, or any rule, order or regulation of the Board regulating to wages, hours, terms, or conditions of employment, may be processed as a grievance as hereinafter provided. The Cedar Springs Education Association President or his/her designee as the local agent responsible for the processing of grievances.
- B. In the event that a teacher, group of teachers or the Association, believes there is a basis for a grievance, he/she shall, within seven (7) school days of the occurrence of the grievance, first discuss the alleged grievance with his/her building principal.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, the teacher, within seven (7) school days of the discussion with the building principal as called for in B above, may invoke the formal grievance procedure through the Association on the form set forth in Appendix D signed by the grievant, which form shall be available from the Association representative in each building. A signed copy of the grievance shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- D. Within five (5) school days of the receipt of the grievance, the principal and the Association President or his/her designee shall meet with the grievant in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.
- E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or his/her designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.
- F. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from the date of filing, whichever is later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting (or two calendar weeks, whichever shall be later), may hold a hearing on the grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the grievant and the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, within twenty (20) school days from the disposition of the Board, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. 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. Grievances involving question of law or matter within the jurisdiction of the teacher tenure commission shall not be arbitrated, but may be submitted to the court or commission having jurisdiction to determine such matters.

- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. The time limit provided in this Article shall be strictly observed but may be extended by mutual written agreement of the parties.
- J. No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of teachers shall be the sole responsibility of the Association.
- K. A teacher engaged during the school day with any representative of the Board in any professional grievance negotiations, including arbitration shall be released from regular duties without loss of salary.

ARTICLE XIV
PROFESSIONAL COMPENSATION

A. **Annual Salaries.**

The salaries for employees covered by this Agreement are set forth on Appendix A which is attached to and incorporated into this Agreement. The salary levels established in Schedule A are based upon employment and work on a full day's schedule for a full school year. A teacher who works less than a full school year shall receive a prorata salary determined by the ratio of the number of days employed to the number of days required for a full school year. A teacher who works less than a full day's schedule shall receive a prorata salary determined by the ratio of the number of hours worked to the number of hours in a full day's schedule.

B. **Interpretation of Schedule A.**

Employees shall be entitled to annual salaries under Schedule A in accordance with the following:

1. **Salary Steps.**

Each salary step from step 1 through step 30 shall represent one full year of employment with the Employer. Advancement from one step to the next through step 30 shall be automatic during the term of this Agreement upon completion of a full school year of employment with the Employer. For purposes of this paragraph only, a full school year of employment is defined as one school year in which the employee actually works more than one half of the teacher work days in the school year. All new employees will be hired at step 1; provided, however, that the Employer in its discretion may hire a new employee at advanced steps based upon that employee's prior experience.

2. **Certificate Column.**

An employee will be placed on the proper column of Schedule A based upon receipt by the Superintendent's office of grade sheets, official transcripts or a copy of the degree establishing the employee's qualification for that column. Advancement from one column to the next shall only occur at the start of the school year, provided that the required documentation is submitted to the Employer prior to the first day of school in the fall. All degrees and credits must be earned at accredited institutions while enrolled in an approved education program for a Masters, Educational Specialist or Doctorate degree.

3. Starting September 1, 2000 credits received for certification towards salary column MA+15, MSW/MA+30 and 2nd MA/PhD on salary schedule shall meet the following criteria.

- a. Second (2nd) masters without carry over credits from previous master will receive salary from column 2nd MA/ED/PhD.
- b. Second (2nd) Masters with carry over credits from previous masters, will receive salary column MSW/MA+30.
- c. Teachers currently working towards advancement beyond first (1st) masters column will be grandfathered (do not need to follow paragraphs A and B, provided documentation is presented to district office by September 1, 2000).

C. **Salary Payment.**

Starting 2000-01 school year salaries will be paid every two weeks and shall be divided into twenty-six (26) payments.

D. **Extra Teaching Assignments**

For semester (or longer) teaching assignments in excess of the regular school calendar or the assigned teaching load, teachers will be compensated using their individual teaching loads and salary rates determined in the following manner:

$$\frac{\text{Number of Overload Minutes taught per week}}{\text{Maximum Teaching load per week}} = \text{Actual Teaching Ratio}$$

$$\frac{\text{Actual Teaching Ratio}}{\text{Current Salary}} = \text{Annual Overload Salary}$$

Example:

HS Teacher overload minutes = 339 minutes

HS Teacher maximum teaching hours = 26 hours/50 minutes = 1610 minutes

$339/1610 = .211$

$.211 \times \text{Salary} - \$42,175 \text{ (MA step 4)} = \$8,898.93 \text{ Annual Overload Pay}$

MS Teacher overload minutes = 240 minutes

MS Teacher maximum teaching hours = 27 hours/2 minutes = 1622 minutes

$240/1622 = .148$

$.148 \times \text{Salary} - \$42,175 \text{ (MA step 4)} = \$6,241.90$

E. **Other Assignments**

1. For a teacher who is already an employee of the district taking an additional assignment, the teacher will be compensated at **.099** percent of the entry level BA teacher schedule. These assignments are defined below:

a. **Additional Non-Instructional Assignments** - (i.e. curriculum study, detention, etc.), except summer job placement teacher assignment that requires working beyond the school year.

Detention/lunch/recess at \$25.00/hour

Curriculum at \$150.00/day

b. **Substitute Teaching** - A teacher who is already an employee of the district taking a substitute position in excess of his/her assigned contract load.

c. **Teacher Substituting during Prep Period** - a teacher who is already an employee of the district taking a substitute position during his/her prep period.

d. **ELO/Summer School Teacher** - starting 2003-04 school year (5/23/02).

Standard lunch provided if staff accept non-instructional duties during student lunch period at no cost.

2. For a certified staff member who is already an employee of the district taking an additional assignment requiring specialized training and/or skill, that staff member will be compensated at .15 percent of the entry level BA teacher schedule. These assignments normally would be contracted outside the school district; however, the district may desire the expertise of its own staff or a suitable outside consultant may not be available. They are defined below:
 - a. **Testing and Diagnostic Work with Students** - The employee is responsible for testing, diagnosing and handling the required paperwork for processing students into appropriate programs.

ARTICLE XV
CONTINUITY OF EDUCATION

- A. The Board, Association, and each teacher recognize the primary responsibility is to the children of the District and declare that their mutual objective is to provide those children with a proper education. To that end it is agreed that during the life of this Agreement (when the calendar, wages and benefits packages are agreed upon and in place), they will not permit, cause, encourage, or participate in any interruption, disturbance, or interference with the continuous normal education of such children by sanction, concerted activity, or otherwise, and that any difference of opinion or dispute which there may be between or among themselves will not be allowed to affect in any way the normal education afforded the children of the Cedar Springs School District.

- B. Employees are not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities. These canceled days may be rescheduled by the district in order to allow the district to qualify for full state aid. Employees will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

- C. In the event that the Employer determines to modify the normal starting time and/or dismissal time for students due to inclement weather or other circumstances, employees will modify their scheduled time for arrival and/or dismissal to coincide with the delay/dismissal for students.

- D. It is recognized that staff development is an important part of the educational process. The board, administration, and staff will consider the need for released time for staff development while maintaining a schedule with the least amount of disruption to the educational process for students. The master calendar will reflect these scheduled staff development days.

ARTICLE XVI
SENIORITY AND REDUCTION OF PERSONNEL

- A. No later than thirty (30) days following ratification of this Agreement and by every September 30, thereafter, the Board shall prepare a seniority list. Seniority is defined as unbroken length of service in the Cedar Springs School System and shall include years of teaching experience in the Cedar Springs Public Schools acquired by teachers and Administrators both prior and subsequent to their administrative service. This shall not be construed to grant Administrators seniority who have not taught within the district. Teachers on approved leave of absence shall retain, but shall not accumulate, seniority during such periods. Teachers teaching less than 50% of the normal load will advance on the seniority list every other year.
- B. Ranking on the seniority list shall be in the order of the effective date of initial employment. In the circumstance of more than one individual having the same effective date of initial employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and individual(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 individual(s) and Association representatives to be in attendance.

The seniority list shall be published and posted conspicuously in all buildings of the District by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.

- C. All seniority shall be lost when employment is terminated by resignation, retirement, physical or mental disability precluding the performance of required duties for more than three (3) contract years or teacher's seniority whichever is greater, or discharge for just cause. In cases of lay off, seniority shall be retained; however, all seniority shall be lost when the period of layoff, exceeds the affected teacher's total seniority or three (3) school years, whichever is greater.
- D. In the event it becomes necessary to reduce the number of teachers in the given fields or programs due to financial causes or pupil reduction, the following procedures shall be utilized:
1. The Board will grant 30 calendar days' notice of layoffs in all cases except those layoffs that are necessitated by a bargaining unit member electing to bump another member out of the position held by that teacher because he/she has greater seniority and the necessary qualifications to teach in that position.
 2. In the event that a teacher is bumped and that teacher has tenure, as defined by the Michigan Teachers Tenure Act, the tenured teacher who is bumped shall be entitled to 14 calendar days' notice of layoff. In order to be entitled to compensation for the 14 calendar days, the teacher shall be available as a substitute teacher or to perform such other teaching duties as may be designated by the Board of Education or the Superintendent of Schools.
 3. Probationary teachers with the least number of continuous years of teaching in the Cedar Springs School System will be laid off first, provided there are remaining fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.

If further reduction is still necessary, then tenure teachers with the least number of years of continuous teaching experience in the Cedar Springs School System will be laid off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.

E. Fully qualified and fully certificated teachers will be defined as follows:

Fully qualified shall be taken to mean teachers that have demonstrated they are highly qualified for their assignment under the No Child Left Behind (NCLB) requirements.

F. For recall, in the event of lay-off, the Board will institute a recall procedure which will be in inverse order of the above lay-off procedure.

G. Seniority rights shall be lost by the teacher if the teacher does not return within ten (10) working days when he/she is recalled from lay-off. A recalled teacher who, prior to his/her layoff, held a full time, regular position, shall have the right to accept or reject any position which is not a full time, regular position without loss of recall rights at a future time.

H. A laid off teacher may continue his/her insurance benefits hereunder, provided the same is acceptable to the appropriate carrier and further provided the teacher pays his/her premiums and charges in advance to the District.

I. Administrators who taught in the District may exercise their previously accrued seniority hereunder, in the case of layoff and in case of voluntary return to the bargaining unit.

ARTICLE XVII
NOTIFICATION OF VACANCY

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing with the Superintendent. The application shall set forth the reasons for the transfer, the school, grade or position sought, and the applicant's academic qualifications.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year at which time the position will be considered vacant.
- C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or it's anticipated, the Superintendent shall notify the Association Members and post notice of same on bulletin board in each school building for one (1) week before the position is filled. The Board, however, shall not be limited in the selection of personnel to the Association, but shall screen all qualified Association applicants to fill any such vacancies. A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.

D. Temporary Personnel

- 1. Temporary teachers shall be defined as teachers who are hired by the District for a given period of time to fill a temporary teaching position. They are employed for less than 150 days within one school year or part of a school year as a temporary teacher for members of the teaching staff or to fill a temporary vacancy. Teachers employed as temporary for members of the teaching staff and/or as temporary teachers shall be subject to the policies governing the employment of the regular staff, except as follows:
 - a. Temporary teachers completing less than 150 days within one (1) school year do not earn nor accumulate seniority or salary schedule credit for the time served as a temporary teacher.
 - b. Time spent working as a temporary teacher that is less than 150 days within one (1) school year shall not be considered as length of time in the school system or as being part of the teaching staff for the purpose of vacancies and promotions under Article XVII of this Agreement.
 - c. Time spent working as a temporary teacher shall not be counted towards continuous years of service or considered as seniority for purposes of layoffs or recalls under article XVI of this Agreement until such time as a temporary teacher is awarded a vacant teaching position.

- d. Temporary teachers will have to pay to the Association a service fee under Article II of this Agreement. If the temporary teacher is awarded a vacant teaching position in the subsequent year they will establish their seniority date back to when their temporary teaching assignment began.

$$\text{Payment} = \frac{\text{Contract amount}^*}{\# \text{ of Contract days}} \quad \times \quad \text{Temporary Teacher's Contract Days}$$

* NOTE: The contract amount is computed using the current salary schedule according to the experience and education of the temporary teacher.

E. Retired Personnel

1. Retired teachers shall be defined as teachers who are hired by the District for a given period of time to fill a temporary teaching position. They are employed on a part-time basis not to exceed one school year, to be reviewed annually. Reasonable notice and expectation of contract and pay will be given with 30 calendar days notice. If reductions are necessary, in accordance with Article XVI, temporary and retired personnel will be reduced first.
 - a. Retired teachers do not earn nor accumulate seniority or salary schedule credit for the time served.
 - b. Time spent working as a retired teacher shall not be considered as length of time in the school system or as being part of the teaching staff for the purpose of vacancies and promotions under Article XVII of this Agreement.
 - c. Time spent working as a retired teacher shall not be counted towards continuous years of service or considered as seniority for purposes of layoffs or recalls under article XVI of this Agreement.
 - d. Retired teachers will have to pay to the local Association a service fee under Article II of this Agreement
 - e. The contract amount is computed using the current salary schedule according to the experience and education of the retired teacher not to exceed 2nd MA, step 10.

Retired teachers will be kept informed and attend meetings as necessary at the discretion of the building's principal. All preparation time will be performed outside the scheduled work day.

ARTICLE XVIII
PAYROLL DEDUCTIONS

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, union dues, charitable donations, or any additional plans or programs jointly approved by the Association and the Board.

ARTICLE XIX
TEACHER EVALUATION

- A. Evaluations of teachers shall be based on the Teacher Evaluation Forms which shall be distributed at the beginning of each school year. These forms shall be used by all evaluators for evaluating members of the bargaining unit. Information reported on these forms shall be gathered during formal observation and informal observation of the teacher. Evaluators may make attachments as necessary to reflect an accurate appraisal of the teacher's performance. Standard uniform evaluation forms shall be used by the evaluators and must be mutually agreed upon by the Association and the Board. All forms, guides and procedures as agreed to by both parties shall become part of this Master Agreement and included in the Addendum and shall be presented to the individual teachers no later than the first school day in October. The evaluation tools will reflect the unique nature of special services staff assignments. Any changes in the forms must be mutually agreed to by both parties.

It is understood that evaluation criteria, procedures and form(s) used under Article XIX will be established in the collaborative process.

- B. The evaluation of teachers shall be conducted in accordance with the Board of Education policy number 5520, except as provided herein.
- C. All monitoring or observation of the work of a teacher shall be conducted openly and with the knowledge of the teacher. The use of eavesdropping, closed circuit television, video-tape, public address or audio systems and similar surveillance devices shall be strictly prohibited unless agreed to in writing by the teacher being evaluated.
- D. An evaluation of the teacher shall be based upon not less than one (1) total class period. Each observation shall be no less than thirty (30) consecutive minutes or the duration of a particular teaching unit.
- E. The evaluator(s) shall prepare and submit a written report and recommendations to the teacher within ten (10) in-session days of the formal observation. The evaluation process may include more than one (1) observation.
- F. If any area in which the evaluator(s) feels improvement is needed, especially if less than average or not satisfactory is noted, the reasons shall be set forth in specific terms and shall identify specific ways in which the teacher is to improve and of the assistance to be given by the evaluator(s) and/or other persons. Such terms and ways shall be included in the above mentioned Section H.
- G. A teacher who disagrees with an observation or evaluation shall submit a written answer which shall be attached to the file copy of the observation or evaluation in question. The teacher is to sign a copy of the evaluation to show that he/she is aware of it. The teacher's signature does not mean that the teacher agrees with the content of the evaluation. In the event that an observation contains less than average or a not-satisfactory evaluation, the teacher may request a re-evaluation by another evaluator prior to the filing of the evaluation in the Superintendent's office. This additional evaluation may be in addition to the teacher's written answer to an evaluation in question.

- H. A request for re-evaluation shall be submitted in writing within the ten (10) in-session days of the teacher's receipt of the evaluation in question. The request shall be submitted to the Superintendent's office.
- I. It is expressly understood and agreed that the content of an evaluation shall not be subject to the grievance procedure. Negative written comments on the evaluation shall be discussed with the teacher, upon request, within fifteen (15) school days of the evaluation and constructive written recommendations shall be given to assist the teacher in overcoming weak points within this period of time. All suggestions for improvement of the teacher's performance shall be included in written evaluations within this fifteen (15) school day period. Failure to again note a specific deficiency in writing in the next three (3) successive evaluations shall be interpreted to mean that the teacher has made adequate improvement with respect to that particular deficiency only.

**ARTICLE XX
MISCELLANEOUS PROVISIONS**

- A. The Board will provide one copy of this agreement to all teachers now employed or hereinafter employed by the Board. Thirty (30) additional copies shall be made available to the Association. All copies are at no cost to the Association.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and substituting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. It is agreed that each teacher shall be given an individual teaching contract which shall be limited only by the specific and express terms of the master contract which is in conformance with the constitution and the laws of the State of Michigan and the Constitution and laws of the United States.
- D. The calendars shall be as set forth on Appendix C. Part-time employees are expected to work a full day on all non-student days (including 1/2 student days) whose purpose is in-service, staff development, district-wide meetings or building-wide meetings. The school calendar for the life of this agreement and for 2011-2012 school year reflect 172 student days and will meet the minimum requirement of hours as set by the State of Michigan.
- E. Freedom of Information Act (FOIA) Request
 - 1. If a FOIA request is made for any information on any teacher in the district, the Board will:
 - a. Immediately notify, in writing, the said teacher(s) who are subject of a FOIA request;
 - b. Give the teacher(s) the names of all those requesting any FOIA documents;
 - c. Allow teacher(s) and/or the Association (with the teacher's permission) to review said documents or files before releasing any document;
 - d. Exclude from the production of documents any materials exempt from disclosure under FOIA (MCLA 15.243); and
 - e. The district will take the full legal time line as permitted under law to comply with FOIA.
 - 2. Prior to a FOIA request a teacher may review and highlight all areas exempt from disclosure according to law.
- F. This agreement allows an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. Provisions required by this subsection are prohibited subjects of bargaining under this act.

“This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.”

ARTICLE XXI CONTINGENCY

The Association recognizes that, if sufficient funds do not exist with which to meet the financial obligations imposed upon this Board by the terms of this Agreement unless the Board reduces its contingency fund below 1% of General Operations Fund or unless the Board further reduces programs, services, materials, facilities or equipment, layoffs of teachers may occur.

The Association recognizes that if "total revenues" available for the prior school year do not equal or exceed 105% of the total revenues available to the District for the existing school year, layoffs of teachers may also occur. The fiscal years noted will change to correspond with the years covered by this Agreement.

The Association further recognizes that, if layoffs occur as a result of the aforementioned potential revenue shortages, the class size limitations provided for in Article VIII, Paragraph A of this Agreement may be exceeded.

Knowing and recognizing the foregoing, the Association agrees that if revenues do not increase as set forth above or if it is not possible for the Board to meet its financial obligations hereunder unless it reduces its contingency fund below 1% of General Operations Fund, or unless it further reduces programs, services, materials, facilities or equipment, the Board is authorized to implement layoffs according to the procedure provided for herein and that, in the event such layoffs result in any class size exceeding the class size limitations set forth in Article VIII, Paragraph A of this Agreement, both the aforesaid class size limitation and Relief Procedure provided for in Article VIII Paragraph B of this Agreement shall be suspended. It is clearly understood that the above conditions and/or stipulations in no way represent a position or policy of the CSEA/MEA/NEA concerning remedies in conducting minimal educational programs or over-coming the inadequate funding of educational programs by local School Districts. The provisions of this article are only applicable to the bargaining unit members as expressed herein.

**ARTICLE XXII
DURATION OF AGREEMENT**

- A. The provisions of this Agreement shall be effective as of September 1, 2008. This Agreement shall not be extended orally, and shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. The parties agree that as issues or problems arise, they may be brought to either party as stated under section A above and without the suspension of Article XV, section A.
- C. Negotiations shall be reopened for calendar, wage, and fringe benefits on or before March of the expiration date of this contract agreement or within three (3) calendar days.
- D. In witness whereof, the parties have hereunto set their hands causing this Agreement to become effective as of the day and year first written above.

EDUCATION ASSOCIATION

By: Thomas Summishy
President

By: Brett M. Burns
President Elect

By: Cheryl M. Hood
Secretary

By: John Coy
Treasurer

BOARD OF EDUCATION

By: Brook Nichol
It's President

By: Suzanne
It's Secretary

2009 BASE: \$37,191
 BASE INCREASE: 00%
 COLA % STEPS 13-30 0.725%
 COLA % STEPS 2-3 2.0%
 COLA % STEPS 4-6 4.0%
 COLA % STEPS 7-9 5.0%
 COLA % STEPS 10-12 5.0%

APPENDIX A

2011 - 2013 SALARY SCHEDULE

STEP	BA	BA+20	MA (30 credits)	MA (45 credits)	MSW/ MA+30	2ND MA/ ED/PHD
1	\$37,935	\$39,452	\$41,728	\$42,866	\$44,763	\$46,662
2	\$38,693	\$40,241	\$42,563	\$43,724	\$45,659	\$47,595
3	\$39,468	\$41,046	\$43,415	\$44,599	\$46,572	\$48,546
4	\$41,046	\$42,688	\$45,151	\$46,382	\$48,435	\$50,488
5	\$42,688	\$44,396	\$46,957	\$48,238	\$50,372	\$52,508
6	\$44,396	\$46,171	\$48,835	\$50,167	\$52,387	\$54,609
7	\$46,615	\$48,480	\$51,277	\$52,675	\$55,006	\$57,339
8	\$48,946	\$50,903	\$53,841	\$55,309	\$57,756	\$60,205
9	\$51,393	\$53,449	\$56,532	\$58,075	\$60,644	\$63,216
10	\$53,963	\$56,121	\$59,360	\$60,979	\$63,676	\$66,376
11	\$56,661	\$58,927	\$62,327	\$64,027	\$66,860	\$69,695
12	\$59,494	\$61,873	\$65,444	\$67,228	\$70,203	\$73,180
13	\$59,925	\$62,322	\$65,918	\$67,715	\$70,712	\$73,711
14	\$60,360	\$62,774	\$66,396	\$68,207	\$71,225	\$74,245
15	\$60,798	\$63,229	\$66,877	\$68,702	\$71,742	\$74,783
16	\$61,239	\$63,688	\$67,362	\$69,199	\$72,261	\$75,325
17	\$61,682	\$64,149	\$67,850	\$69,701	\$72,786	\$75,871
18	\$62,130	\$64,614	\$68,343	\$70,207	\$73,313	\$76,421
19	\$62,580	\$65,083	\$68,839	\$70,715	\$73,845	\$76,976
20	\$63,034	\$65,555	\$69,337	\$71,228	\$74,380	\$77,534
21	\$63,490	\$66,030	\$69,841	\$71,745	\$74,919	\$78,096
22	\$63,950	\$66,509	\$70,346	\$72,265	\$75,462	\$78,662
23	\$64,414	\$66,991	\$70,857	\$72,789	\$76,009	\$79,233
24	\$64,882	\$67,477	\$71,370	\$73,317	\$76,561	\$79,807
25	\$65,352	\$67,966	\$71,887	\$73,848	\$77,116	\$80,386
26	\$65,826	\$68,458	\$72,408	\$74,383	\$77,675	\$80,968
27	\$66,302	\$68,955	\$72,933	\$74,922	\$78,238	\$81,555
28	\$66,784	\$69,455	\$73,462	\$75,466	\$78,805	\$82,147
29	\$67,267	\$69,958	\$73,995	\$76,012	\$79,377	\$82,742
30	\$67,755	\$70,466	\$74,532	\$76,564	\$79,952	\$83,341

**APPENDIX B(1)
ADDITIONAL COMPENSATION FOR EXTRA DUTIES**

Percent calculated on BA, Step 1, of the current contract salary schedule.

<u>TITLE OF POSITION</u>	<u>PERCENT</u>
Department/Grade Level/Group Chairpersons (each)	1
Mentor Teachers First Year	1
Second Year	1
Third Year	1
*Cognitive coaches are exempt from mentor pay	
COPS Team Facilitators (Communities of Practice K-12)	3
PLC Team Facilitators (Professional Learning Communities K-12) (TA 05/17/10)	4
Annual/Yearbook Sponsor	3
Play Director*	3
Musical Director*	3
Elementary Musical Director (Provided after school concerts occur) 5/23/02	3
Debate Advisor	2
Hawk Talk Advisor	2
F.F.A. Advisor (each)	3
Business Professionals of America	2
Senior Class Advisor (each)	1
Junior Class Advisor (each)	2
Sophomore Class Advisor (each)	1
Freshman Class Advisor (each)	1
Middle School Class Advisor (each)	1
Middle School Vocal Music	1.5
Summer Job Placement Teacher (4 weeks)	15
Summer Counselors (each) (1 week)	3.5
High School/Middle School Student Senate Advisor	2
High School Honor Society Advisor	2
Middle School Honor Society Advisor	1
Media Coordinator	5
(Media Coordinator shall not receive extra duty pay if functions are part of classroom assignment.)	

*3% per play or musical. Additional plays or musicals within a year by BOE approval.

**APPENDIX B(2)
PAY FOR COACHING, BAND, ETC.**

<u>POSITION</u>	<u>1st YEAR</u>	<u>2nd YEAR</u>	<u>3rd YEAR</u>	<u>4th YEAR</u>	<u>5th YEAR</u>
Boys and Girls Football, Basketball, Track, Volleyball, Wrestling					
Head	12%	13%	14%	15%	16%
Assistants	8%	9%	10%	11%	12%
Middle School	6%	7%	8%	9%	10%
Boys and Girls Baseball, Tennis, Softball, Cross Country, Golf, Soccer, Competitive Cheer					
Head	8%	9%	10%	11%	12%
Assistants	6%	7%	8%	9%	10%
Middle School	5%	6%	7%	8%	9%
Band Director	12%	13%	14%	15%	16%
Assistant Band Director	7%	8%	9%	10%	11%
HS Vocal Music Director	3%	4%	5%	6%	7%
Summer Agriculture Teacher	3%	4%	5%	6%	7%

- A. All percentages are figured on the BA base salary of the current year.
- B. Head coaches shall be heard in the assignment of assistants.
- C. Coaches hiring in may be allowed credit for previous experience as are regular teachers as far as steps are concerned.
- D. Pom Pom Coach shall receive 1% BA Base Salary.
- E. Sideline Cheerleading Coaches shall receive:
 - Football-Varsity 5% BA Base Salary
 - Boy's Basketball-Varsity 5% BA Base Salary
 - Middle School Basketball 3% BA Base Salary
 - Assistants 2% BA Base Salary
- F. Faculty Manager (each) shall receive 10% BA Base Salary.
The B(1) and B(2) Extra duties listed above shall be offered and conducted during any school year at the discretion of the School District Board of Education, except as otherwise provided.
- G. Assistant Coaches
It is agreed upon that in all athletic programs beginning with the 1999-2000 contractual pay will not be reduced for existing coaches and paid to additional coaches hired for that program.

APPENDIX C-1
CEDAR SPRINGS PUBLIC SCHOOLS
2011-2012

August 22 - 25	New Staff (District Orientation)
August 30	All Staff Opener 8:00 –9:00 (1 hr) Building Meetings 9:00 – 11:00 (2 hrs) Professional Development 11:30-3:30 (4 hrs)
August 31	Professional Development 7:30 – 11:30 (4hrs)
September 1	PLC Teams 7:30 - 11:30 (4hrs)
September 5	Labor Day
September 6	1st Day for Students
September 30	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
October 14	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
October 28	Student Early Release Day (2 hrs) – Data conversations (2 hrs)
November 11	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
November 22	End 1 st Trimester – 56 days
November 23	No School for Students and Staff (conference comp)
November 24 - 25	Thanksgiving Break
November 28	No School for Students – PLC Teams (4 hrs) 7:30 – 11:30
December 9	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
Dec 17 - Jan 2	Winter Break
January 3	No School for Students - Professional Development (4hrs) 7:30 - 11:30
January 20	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
February 3	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
February 20 - 21	Mid-Winter Break
February 24	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
March 7	End 2 nd Trimester – 59 days
March 16	Student Early Release Day (2 hrs) – Data Conversations (2 hrs)
March 29	No School for Students – PLC Teams (4 hrs) 7:30 - 11:30
March 30	No School for Students and Staff (conference comp)
March 31 - April 8	Spring Break
April 27	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
May 4	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
May 25	No School for Students and Staff - Snow Day Make-Up

APPENDIX C-1
CEDAR SPRINGS PUBLIC SCHOOLS
2011-2012 Calendar
Page 2

May 28 Memorial Day Break

June 7 Last Day for Students
End 3rd Trimester – 57 days

June 8 **Last Day for Staff - 7:30 – 11:00 (3.5 hrs)**

June 11, 12, 13, 14, 15 Snow Day Make Up if needed

Staff Days: 2 Staff Work Days – 7 hours total (August 30/June 8)

- 1 Fall Conference (6 hours scheduled by buildings)
- 1 Spring Conference (5 hours scheduled by buildings)
- 1 Open House/Curriculum Night/Orientation – 1 hour
- Professional Development Hours – 46 hours
 - 30 hours – PLC Teams
 - 12 hours – Professional Development
 - 4 hours – Building Data Conversations

APPENDIX C -2
CEDAR SPRINGS PUBLIC SCHOOLS
2012-2013 Calendar

August 20 - 23	New Staff (District Orientation)
August 28	All Staff Opener 8:00 –9:00 (1 hr) Building Meetings 9:00 – 11:00 (2 hrs) Professional Development 11:30-3:30 (4 hrs)
August 29	Professional Development 7:30 – 11:30 (4hrs)
August 30	PLC Teams 7:30 - 11:30 (4hrs)
September 3	Labor Day
September 4	1st Day for Students
September 28	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
October 12	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
October 26	Student Early Release Day (2 hrs) – Data conversations (2 hrs)
November 9	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
November 20	End 1 st Trimester – 56 days
November 21	No School for Students and Staff (conference comp)
November 22 - 23	Thanksgiving Break
November 26	No School for Students – PLC Teams (4 hrs) 7:30 – 11:30
December 14	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
Dec 22 - Jan 6	Winter Break
January 7	No School for Students - Professional Development (4hrs) 7:30 - 11:30
January 25	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
February 8	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
February 18 - 19	Mid-Winter Break
February 22	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
March 6	End 2 nd Trimester – 59 days
March 15	Student Early Release Day (2 hrs) – Data Conversations (2 hrs)
March 28	No School for Students – PLC Teams (4 hrs) 7:30 - 11:30
March 29	No School for Students and Staff (conference comp)

APPENDIX C
CEDAR SPRINGS PUBLIC SCHOOLS
2012-2013 Calendar - DRAFT
Page 2

March 30 - April 7	Spring Break
April 26	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
May 10	Student Early Release Day (2 hrs) – PLC Teams (2 hrs)
May 24	No School for Students and Staff - Snow Day Make-Up
May 27	Memorial Day Break
June 6	Last Day for Students End 3 rd Trimester – 57 days
June 7	Last Day for Staff - 7:30 – 11:00 (3.5 hrs)
June 10, 11, 12, 13, 14	Snow Day Make Up if needed

Staff Days: 2 Staff Work Days – 7 hours total (August 30/June 8)

- 1 Fall Conference (6 hours scheduled by buildings)
- 1 Spring Conference (5 hours scheduled by buildings)
- 1 Open House/Curriculum Night/Orientation – 1 hour
- Professional Development Hours – 46 hours
 - 30 hours – PLC Teams
 - 12 hours – Professional Development
 - 4 hours – Building Data Conversations

APPENDIX D
Grievance Report Form

Grievance # _____

School District _____

Distribution of Form

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

Submit to Principal in duplicate

Building _____

Assignment _____

Name of Grievant _____

Date Filed _____

Step I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature _____

Date _____

C. Disposition by Principal _____

Signature of Principal _____

Date _____

D. Position of Grievant and/or Association _____

Signature _____

Date _____



Appendix E

Essential Outcomes for Professional Learning Communities

I. Improve learning for all students

- *Align and coordinate curriculum*
- *Continually explore meaningful data to drive classroom instruction*
- *Develop quality assessments that guide best practice teaching*
- *Design alternative practices when learning is outside traditional time line (advanced/remediation)*

II. Build a culture of collaboration and support

- *Develop pathways to support interdependence*
- *Share successes and struggles in a professional atmosphere that nurtures respect*
- *Create environment that encourages flexible thinking*
- *Recognize the need for continual improvement through adaptation and change*
- *Build a sense of trust and empowerment with all staff*

III. Research and explore proven professional practices

- *Explore best practice models*
- *Build our craft through increased knowledge*
- *Share ideas proven through experience and practice*
- *Create a unifying common vision of best practice*
- *Develop action research models*

Appendix E

Essential Outcomes for Communities of Practice

To Directly Impact Teaching/Learning in the Classroom

- *Implementing best practices*
- *Exploring new strategies*
- *Engaging in action research*

To Grow Our Expertise

- *Improving our content knowledge*
- *Exploring/trying new teaching strategies*
- *Assessing our practices*
- *Reflecting/refining our teaching skills*

To Continually Support Our Self-Efficacy

- *Sharing our successes*
- *Providing opportunities for leadership*
- *Developing ourselves as critical thinkers –
smarter workers*

Interdependence

- *Being accountable and supportive to one
another*
- *Creating a safe environment for working
together*

Appendix F

Performance Evaluation

Cedar Springs Public Schools

School Year: _____

Teacher: _____

Primary Building: _____

Assignment: _____

PLC: _____

Administrator: _____

Coach: _____

Date of Goal Setting Meeting: _____

Date of Evaluation: _____

Performance Evaluation Scoring	
Demonstration of Student Growth: PLC Goals	_____ out of 15
Demonstration of Student Growth: Individuals Goals	_____ out of 25
I. Classroom Environment II. Prep Planning III. Instruction IV. Assessment V. Professional Responsibilities	_____ out of 8 _____ out of 8 _____ out of 20 _____ out of 4 _____ out of 20
TOTAL SCORE - A score of 80 or better is considered exceeds goals (effective) - A score of 70-79 is considered meets goals (effective) - 51-69 is considered progressing (not yet effective) - 50-below is considered ineffective	_____ out of 100 Effective Ineffective

Signature of Teacher

Date of Evaluation

Signature of Administrator

Date of Evaluation

DEMONSTRATION OF STUDENT GROWTH: PLC Level

The PLC must set SMART goal(s) with pre-determined indicators of success. These goals MUST directly relate to student achievement in accordance district-wide school improvement goals. A district and building administrator must sign off on the PLC goal prior to October 15th.

Remember, the goal set for this school year is not the same as a long-term PLC Goal. For instance, you may have a long-term goal of having 80% of your student’s college-ready based on the ACT Reading test. However, suppose only 39% of students are currently at that level. Set your one-year goal at a realistic level so that you can progress toward your long-term goal.

A PLC Leader should NOT sign off on a goal without consulting with and receiving approval from the PLC members.

PLC GOAL:

INDICATORS :

STRATEGIES: (What are your strategies, why was the strategies chosen,, how and when will the data be collected.)

We agree that these goals are realistic, measurable, and in accordance with district-wide goals. We will be scored (circle one) *As a Team* *Individually*

Signature of PLC Team Members

Date

Signature of building and district Administrator

Date

*These pieces of evidence may include pre-test/post-test results; quiz, test, and/or exam scores; survey data, examples of student work, projects, summative assessments, grade or report card information; practice assessment data such as ACT or MEAP prototypes, ACT Plan or Explore results, or Work Keys; or any type of normative data, such as reading level scores.

Evaluation Rubric: Demonstration of Student Growth – PLC Level

<p>15 points</p> <p>At his/her performance evaluation meeting, the PLC presents multiple (more than two) pieces of evidence to demonstrate that students have exceeded expectations in relation to the PLC’s goals.</p>	<p>14 points</p> <p>At his/her performance evaluation meeting, the PLC presents multiple (more than two) pieces of evidence to demonstrate that students have met expectations in relation to the PLC’s goals. These pieces of evidence may include pre-test/post-test results; quiz, test, and/or exam scores, survey data, examples of student work, reading level data, grade or report card information, or practice assessment data (i.e. ACT or MEAP prototypes).</p>	<p>13 -12 points</p> <p>At his/her performance evaluation meeting, the PLC presents two pieces of evidence to demonstrate that students have met nearly all expectations in relation to the PLC’s goals. These pieces of evidence may include pre-test/post-test results; quiz, test, and/or exam scores, survey data, examples of student work, reading level data, grade or report card information, or practice assessment data (i.e. ACT or MEAP prototypes).</p>	<p>11 points</p> <p>At his/her performance evaluation meeting, the PLC presents one or two pieces of evidence to demonstrate that students have shown progress but not met all expectations in relation to the PLC’s goals. These pieces of evidence may include pre-test/post-test results; quiz, test, and/or exam scores, survey data, examples of student work, reading level data, grade or report card information, or practice assessment data (i.e. ACT or MEAP prototypes).</p>
<p>10-6 points</p> <p>At his/her performance evaluation meeting, the PLC presents one or two pieces of evidence; however, the evidence does not clearly show student progress. These pieces of evidence may include pre-test/post-test results; quiz, test, and/or exam scores; survey data examples of student work, reading level data, grade or report card information, or practice assessment data (i.e. ACT or MEAP prototypes).</p>		<p>0-5 points</p> <p>If the PLC does not present any evidence of student growth, the administrator of record has the option of assigning the teacher a score of 0-5 for this section based on the amount of effort and time the teacher put into his/her presentation.</p>	
<p>Points Earned for Demonstrating Student Growth:</p> <p>_____ out of 15 possible</p>			

DEMONSTRATION OF STUDENT GROWTH: Classroom Level*

The teacher must set realistic, measurable classroom goal(s) with pre-determined indicators of success. These goals **MUST** directly relate to student achievement in accordance district-wide goals. The teacher will consult with a district or building coach prior to presenting his/her goals to the building administrator. October 15th.

TEACHER GOAL:

INDICATORS :

STRATEGIES: (What are your strategies, why was the strategies chosen,, how and when will the data be collected.)

We agree that these two goals are realistic, measurable, and in accordance with district-wide goals.

Signature of Teacher

Date

Signature of Administrator

Date

*These pieces of evidence may include pre-test/post-test results; quiz, test, and/or exam scores; survey data, examples of student work, projects, summative assessments, grade or report card information; practice assessment data such as ACT or MEAP prototypes, ACT Plan or Explore results, or Work Keys; or any type of normative data, such as reading level scores.

Evaluation Rubric: Demonstration of Student Growth: Individual Level

<p>25-23 points</p> <p>At his/her performance evaluation meeting, the teacher presents multiple (more than two) pieces of evidence to demonstrate that students have exceeded expectations in relation to the teacher's goals.</p>	<p>22-21 points</p> <p>At his/her performance evaluation meeting, the teacher presents multiple (more than two) pieces of evidence to demonstrate that students have met expectations in relation to the teacher's goals. These pieces of evidence may include pre-test/post-test results; quiz, test, and/or exam scores, survey data, examples of student work, reading level data, grade or report card information, or practice assessment data (i.e. ACT or MEAP prototypes).</p>	<p>20-18 points</p> <p>At his/her performance evaluation meeting, the teacher presents two pieces of evidence to demonstrate that students have met nearly all expectations in relation to the teacher's goals. These pieces of evidence may include pre-test/post-test results; quiz, test, and/or exam scores, survey data, examples of student work, reading level data, grade or report card information, or practice assessment data (i.e. ACT or MEAP prototypes).</p>	<p>17-16 points</p> <p>At his/her performance evaluation meeting, the teacher presents one or two pieces of evidence to demonstrate that students have shown progress but not met all expectations in relation to the teacher's goals. These pieces of evidence may include pre-test/post-test results; quiz, test, and/or exam scores, survey data, examples of student work, reading level data, grade or report card information, or practice assessment data (i.e. ACT or MEAP prototypes).</p>
<p>15-10 points</p> <p>At his/her performance evaluation meeting, the teacher presents one or two pieces of evidence; however, the evidence does not clearly show student progress. These pieces of evidence may include pre-test/post-test results; quiz, test, and/or exam scores; survey data examples of student work, reading level data, grade or report card information, or practice assessment data (i.e. ACT or MEAP prototypes).</p>		<p>0-9 points</p> <p>If a teacher does not present any evidence of student growth, the administrator of record has the option of assigning the teacher a score of 0-9 for this section based on the evidence of effort and time the teacher put into his/her work to improve student achievement.</p>	
<p>Points Earned for Demonstrating Student Growth:</p> <p>_____ out of 25 possible</p>			