

# Master Agreement

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between the

Camden-Frontier Education Association 3G/UBA/MEA/NEA

and the

Board of Education

of the

Camden-Frontier Schools

2012-2013

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## Camden-Frontier

### Master Agreement

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## ARTICLE I

### Recognition

- A. The Board hereby recognizes the 3G Unified Bargaining Association MEA-NEA as the exclusive bargaining representatives, as defined in Section II of Act 379, Public Acts of 1965, for all full-time teachers, regularly employed part-time teachers, guidance counselors, and librarians employed by the Board, but excluding Superintendent, Principal or any other executive personnel. The term "teacher," when read hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organizations other than the 3G Unified Bargaining Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. The provisions of this Agreement and wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, age, marital status, or membership in or association with the lawful activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, physical size, or national origin, and to seek to achieve full equality of educational opportunity to all pupils within our district.

## ARTICLE II

### Teacher Rights

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

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

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

### ARTICLE III

#### Board Rights

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

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

## ARTICLE IV

### Professional Compensation

- A. The salary schedule (a teacher's base pay is determined by one's teaching experience and college degree), is attached to this contract as Schedule A.
- B. The salary schedule as found in Schedule A is based upon a length of time of 176 working days for teachers. Each additional work day over 176 in any school year shall be compensated at the rate of .005 (1/2%) of the teacher's base.
- C. Extended Work Time: If a teacher is employed above the normal 37 weeks, his/her salary shall be derived in the following manner:

$$\text{Salary} = A/176 \times B$$

A = Number of days worked in addition to the 176 day contract

B = Salary on the salary schedule (Schedule A)

- 1. Media Director(s) and High School Counselor(s) will be expected to work up to ten (10) additional days beyond the school year. The Agriculture Science Teacher will be expected to work up to twenty-five (25) additional days beyond the school year. These days cannot be used for FFA projects or other assignments that the teacher is being paid for under Schedule B. The teacher will be paid for additional days at the end of each semester (log required for payment).
  - 2. Activity logs/documentation shall be provided to the principal at the end of each semester when additional extra days are worked.
- D. Pays: Teachers shall be paid two (2) times/month on the 10<sup>th</sup> and 25<sup>th</sup>. If a pay date falls on a weekend or holiday, the employee(s) shall be paid on the prior business day.
- E. Deductions:
- 1. Teachers shall sign and return to the office a list of authorized payroll deductions by the end of the orientation period held before school starts.
  - 2. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions, MSPERS Service Credit Purchase, additional insurance and any other plans or programs jointly approved by the Board and the Association.
- F. Tuition Reimbursement: A teacher with a permanent, continuing, or professional certificate will be paid \$160 per semester hour and \$105 per term hour for courses taken. The Board will pay for a maximum of twelve (12) credit hours per year during the fiscal year.

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

ARTICLE V

INSURANCE

A. Annuity

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

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

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

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

PAK A with MESSA Choices II

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

For the 2012 – 2013 school year (beginning August 1, 2012family) each member electing PAK A and PAK B shall pay the yearly, legislated premium cap of: \$5,500/Single; \$11,000/Couple; \$15,000/Family. Any premium cost above the cap shall be borne by the member. Member contributions toward insurance shall be paid monthly through the Board administered internal Revenue Code Section 125 Plan or the amount will be deducted from the teacher's pay if the teacher does not choose to participate in the Internal Revenue Code Section 125 Plan.



Part time teacher's premium contributions shall be pro-rated. Beginning January 1, 2012, CFEA members have the option of MESSA Choices II or MESSA ABC Plan 1. The District shall schedule with MESSA (in October 2012) a special open enrollment for the purpose of CFEA members being able to choose their health coverage.

3. PAK B with no health insurance:

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

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

D. Cash Options.

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

## ARTICLE VI

### Teaching Hours

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

5. All professional personnel are expected to conduct themselves in a reasonable manner regarding their scheduled working hours. Excessive cases of delinquency shall be dealt with by the Administration and a separate committee of two (2) from the Association.

6. On days when school is closed due to inclement weather or road conditions, the Superintendent will make every effort to call off school by 7:00 a.m. The teacher need not report to school. However, subject to current Michigan Law, the snow days will be made up at the end of the year.

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

C. Forty Hour Work Week

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

## ARTICLE VII

### Teaching Load and Assignments

A. No departure from the following norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

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

2. Elementary teachers, grades K through 5, shall have a minimum of 200 minutes of non-pupil contact individual teacher planning time per week in a normal 5 day work week.

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

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

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

- B. Teachers who will be affected by a change in grade assignment in the secondary grades will be notified and consulted by their principal of any changes of a teacher's assignment by the last day of school.

## ARTICLE VIII

### Teaching Conditions

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

#### A. Class Size

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

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

#### B. Assignment of Students

1. When assigning students for the following year, the Administration will make every attempt to balance classes within an elementary grade level according to the following criteria:
  - a. Number of students
  - b. Gender of students
  - c. Academic achievement including remedial and LD
  - d. Behavior problems are to be divided equally based on previous years teacher(s) recommendation.

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

- K. It is recommended that each Secondary teacher have no more than 3 or 4 different preparations for any given school day. As financial resources become available, efforts will be made to meet this recommendation.
- L. Upon request, provisions shall be made for educational field trips in the elementary, middle school, and high school within reasonable distance and subject to approval by the Administration. Written requests shall be made no less than two (2) weeks prior to the requested field trip date.
- M. The Board of Education will provide a telephone in the teachers' workroom for the teachers' convenience with the understanding that the teachers will assume the responsibility for all personal toll calls plus tax. Every effort will be made to find budgetary monies to provide a large, private, and professionally equipped teachers' workroom.
- N. The Board of Education will provide all classroom teachers with a plan book. Complete teaching plans may be required at the discretion of the building principal. In the event of a teacher absence, the teacher will make adequate lesson plans available to the Administration for the substitute instructor.
- O. Individual contracts shall terminate immediately if the holder's permit, provisional or permanent certificate, expires and is not immediately renewed or if the certificate is suspended or revoked by proper legal authority and at such time as the employing district is able to secure the services of a qualified teacher holding a valid and appropriate provisional or permanent certificate.
- P. Student teachers shall be assigned only to those teachers who voluntarily accept the assignment.
- Q. Release time may be granted for committees, such as but not limited to, elementary career week, as authorized by the Building Principal or Designee.
- R. A committee recommending scheduling of music, elementary band, gym, computer, art and library times so that teachers within a grade level have the same prep period will be formed. The meeting of this committee of interested teachers and the elementary principal must be held before the last day of school.
- S. The elementary and secondary School Improvement Teams will meet with the principals prior to the last day of school for the purpose of recommending appropriate and relevant in-service days. This will not limit the Administration from calling in-service days that may be necessary.
- T. Teaching Assignments – All teachers shall be given written notice of their tentative assignment for the forthcoming school year. Such notice may include building, department(s), grade(s), and a listing of courses to be taught. In the event that a teacher is given a teaching assignment other than his/her stated preference, upon request the Association and the teacher shall be notified in writing as to the reasons for such denial.
- U. A 6-12 committee will be formed recommending input to the building administrator regarding scheduling for the following academic year. This committee will meet no later than May 1<sup>st</sup> of each year.

## Distance Learning

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

## ARTICLE IX

### Vacancies and Staff Transfers

#### A. Vacancies

1. The Superintendent will give written notice to the Association's secretary of the vacancies as soon as they occur. Vacancies shall be posted on the teacher's work room bulletin board at least 14 days before being filled.
2. During the summer, the notices of a vacancy shall be included with the teachers' pay checks. Teachers not receiving summer pay checks will be notified by mail.
3. In all cases of professional vacancies the Association President will be notified.
4. All letters of resignation or notice of leave shall be presented to the Superintendent and the Association President.
5. The Superintendent will have the right to fill any vacancy or opening.

#### B. Reductions in Personnel, Seniority and Recall

1. On or before every September 30 the Board shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit. All teachers shall be ranked on the list in the order of their date of signing a contract. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.
2. A copy of the seniority list and subsequent revisions and updates shall be an addendum to the Master Agreement.
3. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, seniority is retained if severance of employment is due to lay-off. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of lay-off.
4. Seniority shall continue to accumulate when teachers are on sabbatical, military, study, parental, maternity, health, personal, or Association leave.
5. Lay-off shall be defined as a necessary reduction in the work force beyond normal attrition due to decreased student enrollment or shortage of revenues.

C. To facilitate a regular means of problem-solving and communication, the District will hold a meeting every month with both of the Local Association Presidents. At this meeting, all parties will come with an agenda of concerns and all parties will actively seek solutions to said concerns. The meetings shall not be held during the contractual working hours of either Association President.



## ARTICLE X

### ~~Leave Pay~~

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

## ARTICLE XI

### Leaves of Absence

#### A. Extended Personal Illness

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

#### B. Personal Leave

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

#### C. Sick Leave

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

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

### 3. Temporary Disability Leaves

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

Example: Operation, Pregnancy

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

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

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

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

E. Child Care Leave

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

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

3. Adoption procedure shall carry the same priority as child care leave.

#### F. Military Leave

1. In times of war, national emergency or compulsory military service, military leave of absence for one military term shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

2. Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in the active service of the school system.

#### G. Severance Pay

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

#### H. Civic Leave

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

#### I. Leave Without Pay

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

#### J. Family Medical Leave

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

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

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

## ARTICLE XII

### Protection of Teacher

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Any case of assault or a threat upon a teacher which had its inception in a school centered problem shall be reported immediately in writing through the Principal to the Superintendent or his designated representative. In the event of such an assault or a threat, the teacher involved may request assistance of the Board in such matter. These requests shall be made in writing through the Principal to the Superintendent who shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board and the extent thereof. The Superintendent's findings shall be reported to the Board whose decision shall be final.
- C. If any teacher is complained against or sued because of disciplinary action taken by the teacher against a student, the Board will provide preliminary legal counsel to assist the teacher, in his defense, provided the teacher has acted within the scope of Board policy.
  - 1. Scope of Board Policy: The Board of Education supports the teachers in all necessary action to maintain discipline in the school, on the premises and at all school activities at home or away. School personnel are responsible and authorized to maintain discipline at all times. The Board of Education does not condone the student(s) questioning or resisting the authority of school personnel. Henceforth, all complaints shall be presented to the Principal, then if necessary, to the Superintendent.
  - 2. Disciplinary procedures used by the teachers shall follow the policies as set forth in the Code of Student Conduct.

- D. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under Workman's Compensation, shall not be charged against the teacher until such time as he may be adjudged guilty by a court. But in no event will the compensation period extend beyond the current school year. This article shall in no way conflict with the rights of the teacher and the Board of Education under the Michigan teacher tenure act.
- E. The Board of Education will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher due to vandalism in the school or on the school premises, loss of which is not covered by personal insurance. Reimbursement will be contingent upon a police report of the incident.
1. The maximum amount of loss covered shall not exceed one hundred dollars.
  2. In the event of loss in a car, the car must show evidence of forceful entry.
  3. In the event of damage to a motor vehicle, evidence must be shown the damage occurred while the vehicle was on school grounds.
- F. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. A teacher who disagrees with an observation, evaluation, or recommendation may submit a written answer which shall be attached to the file copy of the document in question.
- G. A teacher shall at all times be entitled to have present a representative of the Association when he is being questioned, reprimanded, warned or disciplined for any infraction of school board policies or delinquency in professional performance when the same shall be added to his personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, provided a meeting can satisfactorily be arranged within 72 hours or the next school day, whichever is later.

### ARTICLE XIII

#### COMPLAINTS

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

1. With the exception of a complaint dealing with violation of law, the complaining party shall be encouraged to first attempt to resolve the problem directly with the teacher involved.
2. Then at the request of either or both the complainant and the teacher, the building principal shall attempt to arrange a conference between all parties concerned in order to resolve the problem. If, however, either the complainant or teacher objects to a conference of all the

parties, the principal shall discuss the matter with the involved parties separately. In any event, the teacher shall be promptly notified of the complaint. Teachers will have the opportunity to have an Association Representative present at such meetings.

3. In order for a complaint to be acted upon or to be included in said teacher's personnel file, it must be timely. That is, the complaint must be made within the school year in which the incident occurs or the summer of that school year. In the event that a complaint occurs during the last week of the school year or during the summer, a certified letter shall be sent to the teacher notifying him/her of the complaint, within 14 calendar days.
4. If a complaint relates to an alleged sexual offense or a violation of law, the sections above shall not apply.
5. If, as a result of a complaint, the complainant and/or the student suffers an identifiable reprisal from the complainant and/or student, the teacher will report, in writing, the circumstances of the situation to the building principal and request his intervention, assistance, or record of it.

#### ARTICLE XIV

##### Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. In the event the salary schedule is re-opened for negotiations by either party, if and when provided in this agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. In the year in which the contract will expire the parties will start the negotiations process no later than March 1, for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

- D. If the parties fail to reach an agreement in any such negotiation, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.
- E. The parties recognize that principals, the Superintendent and other supervisory, administrative and executive officials are excluded from the bargaining unit. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any such supervisory or executive officials because of any decision, actions, or statement made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement, or the educational policies of the Board. The Board and the Administration agrees that they will neither take nor threaten to take any reprisals, directly or indirectly, against the Association nor any member thereof because of any decisions, actions, or statements made either personally or in the course of their official duty relative to collective bargaining.

## ARTICLE XV

### Professional Grievance

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



with the Association Representative, or through the Association Representative.

3. In the absence of the principal, the grievance must be presented in writing to the Superintendent.
4. Within five(5) days of the receipt of the grievance, the principal will:
  - a. meet with the grievant ( and Association Representative); and,
  - b. provide a written response to the grievant.

Step 2: 1. If dissatisfied with the response, the grievant may present the grievance within five (5) days of the principal's response, to the Association's Professional Rights and Responsibilities Committee (PR&R Committee) which shall serve as the Association's grievance committee.

2. Within five (5) days of receipt of the grievance, the PR&R Committee shall present the grievance to the Superintendent, with their determination as to the legitimacy of the grievance recorded thereon. (The grievant shall be notified by the PR&R Committee as to their position on the grievance; if they do not believe that the grievance has merit, the grievant may continue to process the grievance on his/her own).

3. Within ten (10) days of the receipt of the grievance, the Superintendent shall:

- a. Hold a grievance hearing with the grievant, principal, and the PR&R Committee and/or Association Representative; and
- b. Provide a written response to the grievant.

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

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

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

1. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.
2. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
3. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
4. The fees and expenses of the arbitrator shall be shared equally by the parties.

F. Miscellaneous

1. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
2. All documents, communications, and records, dealing with a grievance shall be filed separately from the personnel files of the participants.
3. A teacher or a group of teachers directly involved and the representative participating during the school day in any professional grievance negotiation, including mediation, shall be released from regular duties without loss of salary.

ARTICLE XVI  
Miscellaneous Provisions

- A. All future individual teacher contracts shall be made expressly subject to the terms of the agreement or any subsequent agreement covering the same school year as the individual contracts. The provisions of this agreement shall be incepted into and be considered part of the established policies of the Board.
- B. If any provisions of this Agreement or any application of the Agreement to any employee, group of employees, or employer shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board and/or its agents agree to meet with Association officers annually for the purpose of clarifying the ensuing year's calendar. Orientation days, record days, parent-teacher conferences as well as other variables will be mutually inserted into the calendar.
- D. Copies of this Agreement between the Camden-Frontier Board of Education and the 3G Unified Bargaining Association, MEA-NEA shall be printed at the expense of the Board within thirty (30) days after ratification and presented to all teachers now employed and hereafter employed. Further, that the Board shall furnish ten (10) copies of the Master Agreement to the Association for its use.

- E. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to continue employment of its employees in such consolidated districts.

## ARTICLE XVII

### No Strike Clause

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

## ARTICLE XVIII

### Mentor Teacher

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

D. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching.

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ARTICLE XIX

Duration of Agreement

This agreement shall be effective as of August 31, 2012 and shall continue in effect until August 31, 2013. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**Board of Education**

**3-G Unified Bargaining Unit**

\_\_\_\_\_  
Scott Riley, Superintendent/Date

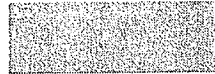
\_\_\_\_\_  
Kelly Cook, CFEA President/Date

\_\_\_\_\_  
Gordon Vincent, Board President/Date

\_\_\_\_\_  
Sandy Paesens, MEA UD 3-G/Date

SCHEDULE A

**2012-2013 SALARY SCHEDULE**



<b>Step</b>	<b>Years of Experience</b>	<b>Bachelor</b>	<b>Masters</b>
1	0	\$32,092	\$35,620
2	1	\$33,815	\$37,356
3	2	\$35,542	\$39,092
4	3	\$37,265	\$40,826
5	4	\$38,989	\$42,566
6	5	\$40,716	\$44,300
7	6	\$42,441	\$46,034
8	7	\$44,166	\$47,770
9	8	\$45,890	\$49,506
10	9	\$47,615	\$51,243
11	10	\$49,343	\$52,976
12	11	\$51,065	\$55,938

**2012-2013 Longevity**

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

- For 2012-13 The District agrees to pay each teacher \$90 per student over 595 students (starts at 596) enrolled on the first count day. This will be paid, in an off schedule, bonus payment.

SCHEDULE B  
EXTRA SERVICES PAY

(1 of 4)

1. Coaches shall be paid the established additional compensation for coaching in two equal payments.
  - a. The first payment will be made on the payroll immediately following the mid-point of the respective season.
  - b. The second and final payment will be made on the first payroll after completion of his/her coaching responsibilities.
  
2. It is expressly understood that teachers shall not acquire tenure status in extra-curricular positions in the Schedule B activities listed above.

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

SCHEDULE B  
EXTRA SERVICES PAY

(2 of 4)

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

SCHEDULE B  
EXTRA SERVICES PAY

(3 of 4)

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

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

Band Director		\$1,100.00	n/a	If band performs at each home football game and two concerts.
		\$1,100.00	n/a	If band performs in Farmers Day, County Fair and Memorial Day parade.
		\$1,100.00	n/a	If band performs in District and Jr. High Honors Band, Fall and Spring.
		\$1,100.00	n/a	If pep band plays at all home varsity basketball games.
		\$200.00		If in charge of Elementary Christmas Program.
All activities require documentation listing dates and number of students involved. % adjustment for number of games/performances completed.				



SCHEDULE B  
EXTRA SERVICES PAY

(4 of 4)

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

\* With 20 or more athletes

\* With 20 or more athletes

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

**APPENDIX A**  
**GRIEVANCE REPORT FORM**

(1 of 2)

Grievance # \_\_\_\_\_ School District \_\_\_\_\_ Distribution of Form  
1. Superintendent  
2. Principal  
3. Association  
4. Teacher

Grievance Report  
Submit to Principal in Duplicate

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Building	Assignment	Name of Grievant	Date Filed
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Step I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Statement of Grievance \_\_\_\_\_

Relief Sought \_\_\_\_\_

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_____ Signature	_____ Date
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C. Disposition by Principal \_\_\_\_\_

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_____ Signature	_____ Date
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D. Position of Grievant and/or Association \_\_\_\_\_

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_____ Signature	_____ Date
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Note: Continued

Step II

(2 of 2)

A. Date Received by Superintendent or Designee \_\_\_\_\_

A. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Step III

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Step IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Planning and Preparation 25%	1- Ineffective	2- Minimally Effective	3- Effective	4 - Highly Effective	Comments
<p>Assignments are clearly aligned with content expectations/common core. Demonstrates knowledge of content and instruction</p>	<p>Teacher makes content errors or does not correct errors students make</p>	<p>Teacher displays basic content knowledge, but cannot articulate connections.</p>	<p>Teacher displays knowledge and makes connections between content and other areas of the discipline and other disciplines.</p>	<p>Teacher displays extensive knowledge with evidence of continuous pursuit of such knowledge</p>	
<p>Designs assignments in a clear and logical manner. Assignments include a variety of teaching methods and evaluation strategies.</p>	<p>The assignment or unit has no clearly defined structure or the structure is chaotic. Time allocations are unrealistic. The content and method of assessment lacks congruence with content standard</p>	<p>The activity or assignment has a recognizable structure, although not uniformly maintained. Most time allocations are reasonable. Some of the content standards are assessed through the proposed approach, but many are not.</p>	<p>The activity or assignment has a clearly defined structure that activities are organized around. Time allocations are reasonable. All standards are assessed through clearly organized activities.</p>	<p>The activity or assignment structure is clear and allows for different pathways according to student needs. The approach to assessment is completely congruent with the instructional goals, both in content and process.</p>	
<p>Plans include differentiation to reflect students' interest, ability and history, as needed.</p>	<p>The teacher displays little knowledge of students' skills and knowledge, and does not indicate that such knowledge is valuable.</p>	<p>Teacher recognizes the values of understanding students' abilities and skills, but displays this knowledge for the class only as a whole.</p>	<p>Teacher displays knowledge of students' skills and abilities for groups of students and recognizes the value of this knowledge.</p>	<p>Teacher displays knowledge of most students and their skills including those with special needs.</p>	
<p>Demonstrates knowledge of current resources. Seeks to use technology and resources to enhance student learning and engagement.</p>	<p>Teacher is unaware of technology/resources available through the district, does not have technical knowledge to use such resources, or rarely, if ever, uses technology to enhance student learning and engagement.</p>	<p>Teacher displays limited awareness of technology/resources available through the district, has limited technical knowledge to use such resources, or seldom uses technology to enhance student learning and engagement.</p>	<p>Teacher uses technology/resources to support content standards while engaging students in meaningful learning that enhances understanding in the content area.</p>	<p>Teacher uses technology/resources to plan varied approaches to learning to support content standards and engage students in meaningful learning of the content area as part of a coherent structure.</p>	

Planning and Preparation 25%	1- Ineffective	2- Minimally Effective	3- Effective	4 - Highly Effective	Comments
Use of data for lesson planning.	The Teacher does not assess or use data.	Minimally uses relevant data and formative and summative assessment to plan for group instruction.	Uses relevant data and formative and summative assessment results to plan for group instruction.	Uses relevant data and formative and summative assessment results to plan for individual student differences within the context of a group lesson.	
Instruction 20%	1- Ineffective	2- Minimally Effective	3- Effective	4 - Highly Effective	Comments
Communicates clearly and accurately.	Presentations are confusing to students. Spoken and written language is used incorrectly.	Most students' confusion is clarified. Vocabulary is limited and/or inappropriate to the age group.	Teacher provides clear directions and appropriate level of detail so that most students understand the directions the first time. Vocabulary is clear, correct, and appropriate.	Directions and procedures are clear. Teacher anticipates possible misunderstandings and provides solutions. Vocabulary is correct and expressive.	
Demonstrates quality interactions with students.	Teacher ignores or brushes aside student questions and interest. Interaction between student and teacher is predominately reactionary	Teacher attempts to adjust the lesson and accommodate students' questions and interests with mixed results.	Teacher successfully accommodates students' questions or interests with smooth adjustment.	Students assume responsibility for the discussion. Teacher seizes opportunity for "teachable moments"	
Recognizes and adjusts teaching to accommodate student differences.	When a student has difficulty learning, the teacher places blame either on the student or environment. No intervention is attempted.	Teacher accepts responsibility for success of all students with mixed results due to limited repertoire of instructional strategies to use.	Teacher persists in seeking approaches for students who have difficulty learning, making minor adjustments and using a moderate repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help using extensive repertoire of strategies and soliciting additional resources from others.	
Providing clear learning goals	The students are not provided with the learning goal for the lesson.	The students are verbally provided a learning goal, however, it may only be moderately clear and/or is a combination of goals and activities.	The learning goal is posted and is a clear statement of knowledge the students will gain. The teacher tracks student progress on the goal.	The learning goal is posted and is a clear statement of knowledge the students will gain. The teacher AND students track progress on the goal.	

Camden-Frontier Teacher Evaluation 2012-13

Classroom Environment 15%	1- Ineffective	2- Minimally Effective	3- Effective	4 - Highly Effective	Comments
<b>Creating an environment of respect and rapport</b>	Teacher interaction with at least some students is negative, demeaning, sarcastic or inappropriate.	Teacher-student interactions are generally appropriate but inconsistent. Students exhibit only minimal respect for teacher.	Teacher-student interactions are positive, respectful and attentive to students' needs and differences. Students exhibit respect for the instructional staff.	Teacher demonstrates an exceptional level of caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond the role.	
<b>Establish a culture for learning</b>	Instructional goals and activities, interactions, and the classroom environment convey low expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey moderate expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	Both students and teacher establish and maintain, through planning of learning activities, interactions and the classroom environment, high expectations for the learning of all students.	
<b>Managing classroom procedures</b>	Students are not productively engaged with the teacher in activities. Much time is lost during transitions.	Tasks for student work are partially organized. Students are inconsistently engaged in activities. Effective transactions are inconsistent.	Tasks for student work are organized. Students are actively engaged in activities. Transitions occur smoothly.	Students are productively engaged at all times in activities, with students assuming responsibility for engagement in activities. Transitions are seamless.	
<b>Managing student behavior</b>	Clear standards are not evident, or student behavior is not monitored, or teacher does not respond appropriately to the misbehavior.	Occasionally, clear standards appear to be absent, behavior of students is not monitored, teacher responds inappropriately to the misbehavior.	Standards of conduct are clear to all students. Teacher is alert to student behavior at all times and teacher response to misbehavior is appropriate and respects the students' dignity.	Clear standards of conduct developed with student participation. Student monitor their own behavior and teacher response to misbehavior is highly effective and sensitive to students' individual needs.	

Professionalism 15%	1- Ineffective	2- Minimally Effective	3- Effective	4 - Highly Effective	Comments
<p>Maintaining accurate and timely records.</p>	<p>Records are in disarray or non-existent. Necessary records are often turned in late, at times are incomplete or inaccurate, or not turned in at all.</p>	<p>System for maintaining records is rudimentary, partially effective and needs monitoring. Records are sometimes turned in late, at times are incomplete or inaccurate, or not turned in at all.</p>	<p>System for maintaining records is effective and timely.</p>	<p>System for maintaining records is fully effective and always timely. Reminders are not needed.</p>	
<p>Exhibits effective professional relationships</p>	<p>Teacher's relationships with colleagues are negative or self-serving.</p>	<p>Teacher maintains cordial relationship with colleagues to fulfill the duties that the school or district requires.</p>	<p>Support and cooperation characterize relationships with colleagues.</p>	<p>Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty.</p>	
<p>Grow and develop professionally. Significant/relevant accomplishments. Relevant special training.</p>	<p>Teacher does not seek to further his/her professional development.</p>	<p>Teacher participates in most school-organized professional development opportunities.</p>	<p>Teacher participates in all school-organized professional development and seeks occasional outside opportunities to further his/her knowledge.</p>	<p>Teacher takes a leadership role in seeking out and providing effective professional development. Teacher is lifelong learning, constantly seeking professional opportunities to further his/her professional growth.</p>	
<p>Maintains the professional District standards, as applicable, including, but not limited to, dress code, FERPA, disciplinary record, attendance, punctuality etc.</p>	<p>Teacher does not abide by the set policies and procedures.</p>	<p>Teacher requires frequent monitoring to abide by policies and procedures.</p>	<p>Teacher will abide by policies and procedures with minimal monitoring.</p>	<p>Teacher will abide by the policies and procedures through self-monitoring.</p>	



Professionalism 15%	1- Ineffective	2- Minimally Effective	3- Effective	4 - Highly Effective	Comments
<p><b>Collaborating for student success</b></p>	<p>The teacher is insensitive to students with diverse needs and does not seek out resources available to support the students.</p>	<p>The teacher is unaware of the needs of diverse students populations and displays limited awareness of resources available through the school district.</p>	<p>The teacher works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed. The teacher is fully aware of all resources available through the school or district and knows how to gain access for students.</p>	<p>The teacher makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school. In addition to being aware of school and district resources.</p>	

**Measuring Student Growth:** Student growth is the change in student achievement between two points in time. Identifying multiple measures of student growth must be based on objective criteria but are not limited to state standardized tests. In fact, it would be impossible to measure student growth solely by standardized tests because not all teachers instruct in grade levels or content areas that are tested. Classroom assessments are generally a more valid measure of individual teacher impact than standardized tests.

By a mutually agreed upon date, the evaluator and teacher will meet to put in writing the selected assessments that will be used as data sources in this evaluation. Some of those assessments may include, but are not limited to: MEAP, pre/post test, quarterly assessments, MME/ACT, star testing, accelerated reader/math, MLPP, explore, and plan.

The following assessments will be utilized during the evaluation process;

Camden-Frontier Teacher Evaluation 2012-13

*Scoring the evaluation:	2012-13/2013-14	2014-15	2015-16	Total Score	Mean Score	Weight
Planning and Preparation	25%	20%	15%	_____ (20 pts.)	/5	*.25 =
Instruction	20%	20%	15%	_____ (16 pts.)	/4	*.20 =
Classroom Environment	15%	10%	10%	_____ (16 pts.)	/4	*.15 =
Professionalism	15%	10%	10%	_____ (16 pts.)	/5	*.15 =
Student Growth	25%	40%	50%	_____ (20 pts.)	**	*.25 =
Total	100%					

**Teacher Performance Rating:**

- 3.5 < 4 = Highly Effective
- 2.6 < 3.5 = Effective
- 1.5 < 2.5 = Minimally Effective
- 0 < 1.5 = Ineffective

\*For the annual year-end evaluation for the 2012-13 & 2013-14 school years, at least 25% of the annual year-end evaluation shall be based on student growth and assessment data. For the annual year-end evaluation for the 2014-15 school year, at least 40% of the annual year-end evaluation shall be based on student growth and assessment data. Beginning with the annual year-end evaluation for the 2015-16 school year; at least 50% of the annual year-end evaluation shall be based on student growth and assessment data.

\*\* Depends on the number of criteria used for the student growth measure.

Overall Evaluation Comments:

Goals

**CAMDEN-FRONTIER SCHOOL  
TEACHER SENIORITY LIST  
October 12, 2012**

<u>NAME</u>	<u>HIRE DATE</u>
Cynthia Moore	12/20/82
Elizabeth Dillon	07/01/85
Kelly Cook	08/19/85
Lesa Laser	08/19/87
Dawn Follis	08/02/90
Dave Follis	06/17/91
Brian Eves	07/15/91
Rochelle McNeil	06/20/94
Renee Marshall	08/30/94
Barbara Balbo	08/14/95
Carol Kelley	08/31/95
Amy Ash	02/19/96
Denise Gendron	07/16/96
Marilyn Grasse Brubaker	12/09/96
Andrew Brown	06/26/97
*Jennifer Bever	07/21/97
*Marilyn Dauer	07/21/97
Jo Adele Slusher	08/09/00
Angela Lehman	08/11/00
Vicki Wammes	08/25/00
Scott Goodpaster	08/29/00
Angela Elliott	08/08/01
Debra Brown	09/16/02
Kimberly Alley	07/20/04
Samantha Varga	06/16/06
Jeffrey Qualls	07/24/06
Lacey Spieth	07/06/07
Cheryl Voisin	07/17/08
Cory Dunn	08/05/08
*Shelly Szekely	06/21/10
*Tim Fether	06/21/10
Carmen Hughes	08/16/10
*Heather Hukill	09/01/10
*Kathy Lockwood	09/01/10
*Jeffrey Fisher	09/01/10
*Amanda Salisbury	09/19/11
*Jason Holubik	09/19/11
*Jacob Gust	09/19/11
Tenille Fenstermaker	08/20/12

- Drew numbers for seniority

July 2012-13 Calendar

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January

S	M	T	W	TH	F	S
		<del>1</del>	<del>2</del>	<del>3</del>	<del>4</del>	5
6	7	8	9	10	11	12
<del>13</del>	<del>14</del>	<del>15</del>	<del>16</del>	<del>17</del>	<del>18</del>	<del>19</del>
20	21	22	23	24	25	26
27	28	29	30	31		

1-4 No school - Christmas break  
18 - 1/2 Day for Students  
23 - End of 2nd qtr. (42)  
T = 18 + 1 (1/2) day (19)  
S = 18 + 1 (1/2) day (19)

August

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	<del>27</del>	<del>28</del>	<del>29</del>	<del>30</del>	31	

27 - PD Full Day  
28 - PD Full Day  
29 - PD Full Day  
30 - PD Full Day  
T = 4

February

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	<del>18</del>	19	20	21	22	23
24	25	26	27	28		

No school students/staff  
T = 19  
S = 19

September

S	M	T	W	TH	F	S
						1
2	<del>3</del>	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	<del>24</del>	<del>25</del>	26	27	28	29
30						

4 - First day of school  
24 - No school - Fair Day  
25 - No school - Fair Day  
T = 17 S = 17

March

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	<del>28</del>	<del>29</del>	30
31						

22 - End of 3rd quarter (40)  
28 - 1/2 day students/Conf. 1:00-9:00  
29 - No school  
T = 21  
S = 19 + 1(1/2) day (20)

October

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

T = 23 S = 23

April

S	M	T	W	TH	F	S
	<del>1</del>	<del>2</del>	<del>3</del>	<del>4</del>	<del>5</del>	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	<del>22</del>	23	24	25	26	27
28	29	30				

1-5 No school - Spring Break  
22 - 1/2 day students/staff  
T = 16 + 1(1/2) day (17)  
S = 16 + 1(1/2) day (17)

November

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	<del>8</del>	<del>9</del>	10
11	12	13	14	15	16	17
18	19	20	<del>21</del>	<del>22</del>	<del>23</del>	24
25	26	27	28	29	30	

2 - End of first marking period (42)  
8 = 1/2 day for students/conf. 1:00-9:00  
9 = No school  
21-23 No school - Thanksgiving Break  
T = 19  
S = 17 + 1 (1/2) day (18)

May

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
<del>19</del>	20	21	22	23	24	25
26	<del>27</del>	28	29	30	<del>31</del>	

19 - Graduation  
27 - No School Memorial Day  
31 - 1/2 Day students - Last Day! (40)  
T = 22  
S = 21 + 1 (1/2) day (22)

December

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	<del>24</del>	<del>25</del>	<del>26</del>	<del>27</del>	<del>28</del>	29
30	<del>31</del>					

24-31 No school - Christmas Break  
T = 15  
S = 15

June

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

T = 176 total (inc. 2 (1/2) days)  
S = 170 total (inc. 5 (1/2) days)

\*\* P.T. Conf. = 2 days

DISTRICT POLICY  
TEACHER PLACEMENT

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The Board of Education considers the appropriate placement of effective teachers as an essential ingredient in promoting student academic growth, in attaining successful educational outcomes for students and in providing quality educational services.

For purposes of this policy, the term "teacher" shall refer to those employees of the District whose employment is regulated by the Teachers' Tenure Act, MCL 38.71 *et seq.* The term "placement" shall include decisions involving the assignment and transfer of teachers as well as decisions involving the filling of vacant teaching positions with on-staff teachers. Those placement decisions are delegated to the Superintendent.

Placement does not include staffing decisions made in the context of recall of a teacher from layoff, which decision is governed by District Policy 3131. Placement also excludes decisions to initially hire or to dismiss or non-renew a teacher, which determinations are reserved to the Board of Education and are not delegated under this Policy.

Teacher placement decisions shall be guided by the following standards:

1. These decisions will be premised on staffing the established curriculum with the most effective teachers who are certified and qualified to instruct the courses within the established curriculum, grades and departments.
2. All teachers must be properly certified (or otherwise approved or authorized) for all aspects of their assignment. The certification (or authorization/approval status, as applicable) of a teacher shall be determined by provisions of the Revised School Code, the Teacher Certification Code, the Michigan Department of Education's Rules for Special Education Programs and Services, and other applicable statutes and regulatory authority.
3. Teacher placement decisions shall also be made on the basis of a teacher's qualifications, which shall be determined by the following standards:
  - a. Compliance with applicable state or federal regulatory standards, including, but not limited to, those standards established as a condition to receipt of foundation, grant, or categorical funding.
  - b. Compliance with applicable accreditation requirements.

- c. Assessment of the extent of a teacher's professional training and academic preparation are relevant to an instructional assignment and are predictive of the teacher's effectiveness in that assignment.
  - d. Assessment of the extent to which a teacher's prior teaching experience is relevant to an instructional assignment and is predictive of the teacher's effectiveness in that assignment.
4. In addition to certification and qualifications, teacher placement decisions shall be made on the basis of teacher effectiveness, as determined through the teacher effectiveness criteria established in Section 1248 of the Revised School Code and as articulated in District Policy 3131/ Reduction and Recall of Teachers.

Legal Reference: MCL 380.11a (K-12), MCL 380.601a (ISD), MCL 380.1233, MCL 423.215, MCL 388.1763, MCL 38.71 *et seq.*

DISTRICT POLICY  
REDUCTION AND RECALL OF TEACHERS

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In making program and staffing decisions, the Board of Education shall determine the size of the teaching staff in response to curricular, fiscal, and other operating conditions and retains the exclusive right to do so. To the extent that such determinations involve the requirements of Section 1248 of the Revised School Code, MCL 380.1248, this policy shall guide the implementation of that statute.

This Policy applies to "teachers", which term refers to those employees of the District whose employment is regulated by the Teachers' Tenure Act, MCL 38.71 *et seq.* For purposes of this policy, the term "teacher" shall be defined co-extensively with Article I, Section 1 of the Teachers' Tenure Act, MCL 38.71.

Decisions involving the reduction and recall of teachers shall be guided by the following standards and procedures:

1. These decisions will be initially premised on retaining effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the established curriculum, grades, and departments.
  - a. All teachers must be properly certified (or otherwise approved or authorized) for all aspects of their assignment. The certification (or authorization/approval status, as applicable) of a teacher shall be determined by the Revised School Code, the Teacher Certification Code, the Michigan Department of Education's Rules for Special Education Programs and Services, and other applicable statutes and regulatory authority.
  - b. All teachers must also be qualified for all aspects of their assignment. Teacher qualifications shall be determined by the Board through reference to the following standards:
    - i. Compliance with applicable state or federal regulatory standards, including, but not limited to, those standards established as a condition to receipt of foundation, grant, or categorical funding;
    - ii. Compliance with applicable accreditation requirements;
    - iii. Assessment of the extent to which a teacher's professional training and academic preparation are relevant to an instructional assignment and are predictive of the teacher's effectiveness in that assignment;

- iv. Assessment of the extent to which a teacher's prior teaching experience is relevant to an instructional assignment and is predictive of the teacher's effectiveness in that assignment; and
  - v. Possession or satisfaction of any qualification requirement(s) contained in a job posting, job description, or administrative regulation pertaining to the position in question which was promulgated in advance of the reduction or recall.
- c. A teacher shall maintain current and valid certification (or approval or authorization, as applicable), and shall be responsible for filing a copy of his/her teaching certificate (or approval or authorization, as applicable) in the Superintendent's office in conformance with requirements of Section 1532 of the Revised School Code. If a teacher petitions for nullification of his/her teaching certificate or any endorsement on that certificate, he/she shall promptly provide written notice of that petition to the Superintendent's office. A teacher shall supply current documentation to the District of all of the teacher's qualifications (as defined above).
  - d. Reduction and recall decisions shall be made on the basis of the certification and qualifications of a teacher, as reflected in the District's records, at the time that such decisions are made.
2. The Superintendent shall be responsible, acting within budgetary approval, for establishing the number and type of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds have been budgeted to support delivery of the curriculum through the existing complement of faculty, he/she shall recommend to the Board the number of teaching positions to be reduced and the grades or departments within which the recommended reductions are to be effectuated.

Similarly, if after a reduction of teaching staff, the Superintendent determines that the District's curriculum cannot be delivered through the existing complement of faculty and that sufficient funds are budgeted to support the augmentation of faculty through recall of teachers, he/she shall recommend to the Board the number of teaching positions to be added and to identify the affected grades or departments.

- 3. All teacher reductions and recalls are subject to formal action and approval by the Board of Education.
- 4. When a teaching position has been identified for reduction and there exists a concurrently vacant teaching assignment for which the incumbent teacher in the position to be reduced is both certified and qualified, and if that teacher has received an overall rating of at least "effective" on his /her most recent year-end performance evaluation,



that teacher shall be assigned to the vacant position unless the Superintendent determines that the educational interests of the District would not be furthered by that assignment.

5. If one or more teaching positions are to be reduced, the Superintendent shall first identify the academic level(s) or department(s) impacted by the reduction. Among those teachers who are certified (or approved or authorized) and qualified to instruct the remaining curriculum within the impacted academic levels or departments, selection of a teacher for layoff shall be based upon the teacher's effectiveness score. Those teachers within the above group with the highest effectiveness scores will be retained and the teachers with the lowest effectiveness scores will be laid off.
  - a. The Superintendent shall provide written notice of layoff to affected teachers.
  - b. It is the laid-off teacher's responsibility to maintain current contact information (address, phone and e-mail address) in the Superintendent's office.
  
6. In the event of a recall of teachers, the Superintendent shall first identify the grades or departments where additional position(s) will be created. The Superintendent may reassign on-staff teachers to the additional position(s) in accordance with District Policy 3130/Teacher Placement. Recall of teacher(s) to assignments that remain unfilled shall be accomplished by first recalling the teacher with the highest effectiveness rating who is certified and qualified for the open assignment.
  - a. The Superintendent shall provide written notice of recall to teachers and shall establish the time within which the teacher must accept recall in order to preserve the teacher's employment rights.
  - b. A teacher who is recalled and fails to accept recall by the time designated in the recall notice and report for work by the deadline specified in the recall notice, shall be regarded as having forfeited all rights to recall and continued employment unless the Superintendent, in his/her discretion, has extended those time limitations, in writing.
  
7. This Policy shall not operate or be applied to retain or recall a teacher whose most recent performance evaluation contains an overall rating of "ineffective" in preference to any teacher with a higher effectiveness rating, as reflected in that teacher's most recent performance evaluation.

This Policy shall not operate or be applied to retain or recall a probationary teacher who has received a rating of either minimally effective or ineffective on his/her most recent annual year-end performance evaluation in preference to any tenured teacher who is

rated either effective or highly effective on his/her most recent annual year-end performance evaluation.

A probationary teacher who is rated as effective or highly effective on his or her most recent annual year-end performance evaluation is not subject to being displaced under this policy by a tenured teacher solely because the other teacher has attained tenure under the Teachers' Tenure Act, MCL 38.71 et seq.

8. A teacher's length of service with this District or the teacher's attainment of tenure under the Teachers' Tenure Act shall not be the primary or determining factors in layoff and recall decisions, except if the decision involves two or more teachers and all have the same effectiveness ratings, as described in ¶ 9 of this Policy.

*In that circumstance, a tenured teacher has priority over a probationary teacher and, among tenured teachers, the teacher's seniority (as established by the most recent seniority list for the bargaining unit to which the tenured teachers belong) will determine preference for reduction and recall.*

9. A teacher's effectiveness rating shall be determined according to the following standards:
  - a. For the annual year-end evaluation for the 2012-13 & 2013-14 school years, at least 25% of the annual year-end evaluation shall be based on student growth and assessment data. For the annual year-end evaluation for the 2014-15 school year, at least 40% of the annual year-end evaluation shall be based on student growth and assessment data. Beginning with the annual year-end evaluation for the 2015-16 school year, at least 50% of the annual year-end evaluation shall be based on student growth and assessment data.
    - i. In arriving at the value of a teacher's effectiveness rating on the criterion of individual performance, the predominant factor (25%)\* shall be based on evidence of student growth. The percentage weight assigned to student growth within the performance evaluation shall comport with those percentages expressed in Section 1249 of the Revised School Code.

*\*See Note in Section 9a.*

- ii. The remainder (.75%)\* of the teacher's effectiveness rating on the criterion of individual performance shall be based on the evaluation results of demonstrated Planning and Preparation (25%), Instruction (20%), Classroom environment (15%), and Professionalism (15%) including, but not limited to, determination of the following:

*\*See Note in Section 9a.*

1. Planning and Preparation;
  - A. Assignments are clearly aligned with content expectations/common core. Demonstrates knowledge of content and instruction;
  - B. Designs assignments in a clear and logical manner. Assignments include a variety of teaching methods and evaluation strategies;
  - C. Plans include differentiation to reflect students' interest, ability and history, as needed;
  - D. Demonstrates knowledge of current resources. Seeks to use technology and resources to enhance student learning and engagement;
  - E. Use of data for lesson planning;
2. Instruction;
  - A. Communicates clearly and accurately;
  - B. Demonstrates quality interactions with students;
  - C. Recognizes and adjusts teaching to accommodate student differences;
  - D. Providing clear learning goals;
3. Classroom Environment
  - A. Creating an environment of respect and rapport;
  - B. Establish a culture for learning;
  - C. Managing classroom procedures;
  - D. Managing student behavior;

4. Professionalism;

- A. Maintaining accurate and timely records;
- B. Exhibits effective professional relationships;
- C. Grow and develop professionally. Significant/relevant accomplishments. Relevant special training.
- D. Maintains the professional District standards, as applicable, including, but not limited to, dress code, FERPA, disciplinary record, attendance, punctuality etc.;
- E. Collaborating for student success.

- iii. In applying the above standards, a teacher's evaluation shall be his/her most recent year-end evaluation, except for teacher on an Individualized Development Plan. In that case, the evaluation used for application of the above standard shall be the District's most recent evaluation of the teacher at the time that a reduction or recall decision is made.

Legal Reference: MCL 38.71, *et seq*; MCL 380.11a (K-12); MCL 380.601a (ISD); MCL 380.1248; MCL 380.1532; MCL 423.215

DISTRICT POLICY  
TEACHER DISCIPLINE

The Board of Education believes that maintaining appropriate procedures and standards for addressing teacher misconduct and other inappropriate behavior is a critical ingredient in furthering an effective educational environment and in providing quality educational services necessary for the attainment of successful educational outcomes for students. This policy is intended to provide standards and procedures by which administrative personnel shall make determinations as to whether teacher discipline is warranted and, if so, in arriving at an appropriate disciplinary response.

Although discipline is corrective, other significant purposes of discipline are to promote accountability of teachers to maintain proper conduct, to provide notice to teachers of behavioral expectations, and to inform teachers of the consequences of any future disciplinary infractions, offenses or other misconduct.

For purposes of this policy, the term "teacher" shall refer to those employees of the school district whose employment is regulated by the Teachers' Tenure Act, MCL 38.71 *et seq.*

Discharge, demotion, or other discipline of teachers under this policy shall be made only for a reason(s) that is not arbitrary or capricious. This standard signifies that a disciplinary decision must be supported by results of a disciplinary investigation and that any resulting disciplinary action must have a rational relationship to the teacher's conduct which forms the basis for a disciplinary decision.

Before imposing any disciplinary measure under this policy, the administrator shall investigate whether a teacher has engaged in an offense, infraction, or other misconduct which could result in a disciplinary consequence. An administrator shall investigate the alleged violation before imposing a disciplinary measure upon the teacher. The investigation should include discussions with any witnesses to the event(s) upon which possible teacher discipline is premised, including witnesses or other sources suggested by the teacher being investigated. The teacher who is the subject of the disciplinary allegation shall be provided with an opportunity to respond to those allegations as part of the investigation process.

The following procedures shall be used for disciplinary actions taken against teachers, up to and including a recommendation for discharge:

1. Oral or written notice will be given by the administration to the teacher of the incident, complaint, or charge that forms the basis for the investigation and potential disciplinary action.
2. If the complaint alleges child abuse or neglect, the matter shall be reported to Child Protective Services consistent with Policy No. 8462.
3. The teacher will be given written notice of the time, date, and location of a meeting to provide the teacher with an opportunity to respond to the disciplinary incident, complaint, or charge. This opportunity to respond shall include the right of the teacher to dispute the factual basis of the incident, complaint, or charge, as

well as the nature of any contemplated disciplinary action in the event that the disciplinary incident, complaint, or charge is factually substantiated.

4. A teacher represented by an exclusive bargaining agent under the Public Employment Relations Act shall, upon request, be entitled to union representation at any investigative meeting which the teacher reasonably believes could ultimately result in disciplinary action. Alternatively, a teacher shall, upon his/her request, be entitled to have another member of their bargaining unit accompany him/her to any investigative meeting which the teacher under investigation is required to attend when that teacher reasonably believes that the investigation may ultimately result in his/her discipline. The obtaining of a representative shall not unreasonably delay an investigative meeting.
5. The Superintendent (or designee) is authorized to place a teacher on administrative leave, with pay, pending the completion of a disciplinary investigation of the alleged or suspected offense, infraction, or misconduct. This authority can be exercised in those circumstances when, in the judgment of the Superintendent (or designee), the nature of the charges, the behavior or record of the teacher, or other circumstances make it inadvisable for the teacher to remain at work while the investigation is ongoing. Placement on administrative leave under this provision is not regarded as, in itself, a disciplinary measure or penalty.
6. If criminal charges are filed against a teacher before or during the pendency of a disciplinary investigation, a probationary teacher may be placed on unpaid leave during the pendency of the investigation after notice and an opportunity to be heard. Under these circumstances, a tenured teacher's salary shall not be discontinued other than through observance of the pertinent standards and procedures specified in the Teachers' Tenure Act. The District need not delay the institution of tenure charges or other disciplinary action against a teacher during the pendency of any criminal charges against the teacher.
7. If an investigation of teacher conduct supports a determination that the teacher has engaged in an offense, infraction, misconduct, or other behavior warranting disciplinary action, the administrative decision as to the level of discipline shall be guided by the following standards:
  - a. The seriousness of the offense, infraction, or misconduct;
  - b. The teacher's prior disciplinary and employment record;
  - c. How teachers engaging in similar or like offenses, infractions, or misconduct have been disciplined in past comparable circumstances involving similarly situated teachers; and
  - d. The existence of aggravating or mitigating factors.

8. Disciplinary measures include but are not limited to: oral warning (memorialized in writing), written warning, written reprimand, paid or unpaid suspension, and discharge. ~~Nothing in this policy or the identification of these levels of discipline~~ requires that the above disciplinary measures be applied progressively or sequentially. The Board reserves the right to apply the disciplinary sanction it determines to be appropriate to a specific set of circumstances.
9. When disciplinary action is taken against a teacher it shall be confirmed in writing. The document confirming the discipline will be provided to the teacher and placed in the teacher's personnel file.
10. The Superintendent (or designee) is delegated the authority under this policy to impose all teacher discipline with the exception of:
  - a. The discharge of either a probationary or tenured teacher;
  - b. The non-renewal of a probationary teacher; and
  - c. The demotion of a tenured teacher, as defined in the Teachers' Tenure Act.
  - d. The discharge or demotion of an administrator
  - e. The non-renewal of an administrator.

Each of the above disciplinary actions may only be imposed by this Board of Education upon written recommendation of the Superintendent and upon adherence to any applicable procedures set forth in the Teachers' Tenure Act.

Legal Reference: MCL 380.11a (K-12), MCL 380.601a (ISD), MCL 423.215, MCL 38.71, *et seq.*