

**DRAFT**

CAPAC COMMUNITY SCHOOL DISTRICT  
OF ST. CLAIR & LAPEER CO.

PROFESSIONAL MASTER CONTRACT  
CAPAC EDUCATIONAL ASSOCIATION, MEA/NEA

AND

CAPAC COMMUNITY SCHOOL DISTRICT

2008-2012

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## PREAMBLE

This agreement entered into this 3rd day of May, 2010, by and between the Board of Education of the Capac Community School District, hereinafter called the "Board," and the Capac Education Association, MEA, NEA, hereinafter called the "Association."

## ARTICLE I RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all professional, non-supervisory personnel employed by Board, including speech therapists, psychologists, social workers, vocational education teachers, department heads, and librarians, but excluding superintendent, principals, assistant principals, all other supervisors and other employees. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining unit, as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

ARTICLE II  
ASSOCIATION AND TEACHER RIGHTS

A. All provisions of the Michigan School Code, Laws of the State of Michigan, the Constitution of the State of Michigan and/or the United States and the applicable rules and regulations promulgated thereof are hereby incorporated into and made a part of this agreement.

B. Teachers employed by the school district shall be entitled to use a school room for the conduct of regular business of the Association, provided such use is in accordance with Board policies. Although this shall not entitle groups of teachers employed by other school districts to use school facilities, a small number of such teachers may be in attendance when teachers employed by the school district utilize school facilities.

C. The Association shall have access to teacher mail boxes for the confidential hand circulation of publications and releases. The Association agrees to indemnify the district against any cost it might incur, including an order to retroactive payment of postage, related compliance with this clause. The Association shall also be allowed use of email for communication with its members.

D. A bulletin board or a reasonable portion thereof shall be designated in each building for Association publications and releases.

E. The Board agrees to make available to the Association information concerning the financial resources of the district including, but not limited to annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, treasurer's report, census and membership data, names and addresses of all teachers, together with information which may be necessary for the Association to process any grievance or complaint. The Association will reimburse the Board for costs incurred in the compilation or duplication of such records. All on file information shall be available to the Association within 7 school days of receiving written request, and all compiled information shall be available at a mutually agreed to date established by the Board and the Association at the time of the request.

F. The Association shall be notified 48 hours in advance of and may be entitled to have representation on all committees for development or revision of educational programs established by the Board other than direct sub-committees comprised of Board Members and supervisory personnel.

G. The Board acknowledges that teachers possess the full rights of citizenship, that no religious or political activities of a teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers, and that the private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless it can be demonstrated that the performance of their duties has been adversely affected.

H. A teacher shall be able to wear the recognized NEA and MEA association membership identification and a CEA membership identification of a similar nature.

I. The Board or its representative shall keep the Association informed of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration.

J. Discharge, demotion, or other involuntary change in the employment status of a teacher shall be preceded by (a) the faithful execution of the evaluation procedure and the honoring of all teachers' rights included in this agreement; (b) the forwarding of a written explanation to the teacher; (c) a complete review of the non-confidential information in the teacher's personnel file with the teacher and his/her representative; and (d) if requested by the teacher, a hearing before the Board of Education.

ARTICLE III  
ASSOCIATION DUES AND PAYROLL DEDUCTIONS

A. Since all members of the bargaining unit are beneficiaries of this agreement, the expense of its negotiation and administration shall be shared equally. If a teacher shall fail to execute an authorization for deduction of Association dues, he/she shall, as a condition of continued employment, execute an authorization for the deduction of a sum equivalent to the Association dues and legal assessments. All sums which are deducted as dues shall be forwarded to the Association within thirty (30) days of their deduction.

B. The procedure in all cases for violation of this article shall be as follows:

1. If the teacher fails to comply within sixty (60) calendar days of the hiring date by the school board, the Association may file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

2. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges. In the event of compliance at any time prior to discharge, charges may be withdrawn.

3. The Association agrees to indemnify and save the Board, and individual Board members, harmless against any and all claims, demands, costs, suits, or other forms of liability and all court, administrative agency, and legal costs which may arise out of or by reason of, action taken by the Board for the purpose of complying with Sections B and C of this article.

C. The amount of such deduction from each regular pay check shall be indicated to the Board by the Association not later than November 1, and the Board agrees to remit to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction. The Association shall be able to change the amount of such deduction at the beginning of the second semester upon written request.

D. Upon authorization by the teacher, the Board shall make payroll deductions for additional Michigan Education Special Services Association options, Blue Cross-Blue Shield, United States Savings Bonds, Educational Associates Credit Union, and United Foundation. Tax sheltered annuities will be available to staff members. However, at least five employees must subscribe to an individual carrier before payroll deductions will be made for that company. Changes in payroll deductions under this section will not be altered after November 1.

E. All individual teacher contracts shall be subordinate to and consistent with this agreement.



ARTICLE IV  
MANAGEMENT RIGHTS

A. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of the master agreement.

B. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, and authority conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States.

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the employer.

2. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify, or change any work or business hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof of changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including physical conditions.

7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

11. Determine the policy affecting the selection, testing or training of employees.

C. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition, and maintenance of school buildings, and equipment; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

ARTICLE V  
TEACHING HOURS AND CLASS LOAD

A. All teachers will be required to report for duty (5) minutes before the opening of the student school day.

B. The normal teaching load in Grades K-12 will not exceed twenty eight (28) assigned teaching hours per week (excluding passing time), including a daily staggered preparation period equal to a regular class period for teachers teaching Grades 8-12. \*Refer to Appendix B for further classification. Teachers in Grades K-7 shall be provided with personal preparation time of not less than 190 minutes per week consisting of one 40 minute block and no block of less than 15 minutes. To the extent funding and scheduling permits, the buildings will attempt to provide additional preparation time consistent with the needs of that building. Time during which their classes are scheduled to receive instruction from a music, band, art, or physical education teacher will be considered as part of the preparation time. Teachers will be expected to supervise students during the passing of classes. Assignment to a supervised study period shall be considered a teaching period. Teachers are to remain until the buses clear the campus. Teachers are to remain for a sufficient period of time to attend to those matters which require attention at that time including parent consultations as arranged with the teacher, classroom preparation, and other school-related responsibilities. Teachers will have no less preparation time than the 1999-2000 school year. The Board shall utilize additional unit members as necessary to guarantee the above referenced preparation time.

C. Special education classroom teachers (not teacher consultants, speech correction staff and school psychologist) will be provided an additional \$250 per school year or up to 3 full days release time for added responsibilities.

NOTE: Splits will be prorated.

D. Special teachers shall be scheduled so that their assignment equals the load of a regular classroom teacher. They shall be provided with relief and preparation time to the same extent as other teachers in the District.

E. Newly employed first year teachers shall be assigned the lowest class size of their teaching levels. No secondary teachers shall be required to accept an assignment that requires more than four (4) daily preparations. Where ever possible no newly employed first year secondary teacher shall be required to accept an assignment that required more than three (3) daily preparations.

F. All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty-nine (39) minutes. Teachers shall not be required to supervise cafeteria.

G. Elementary teachers (K-4) shall be provided with two 15 minute duty-free, uninterrupted relief periods each day. Teachers shall not be required to supervise playground.

H. In addition to their scheduled school day, teachers will be expected to attend staff meetings, parent-teacher conferences, and other meetings not to exceed one additional hour

biweekly for 6 months of the school year. Three meetings may be held per month for the other 3 months of the school year.

Staff meetings shall terminate no later than one additional hour after the close of the teachers' school day. The Board will pay for any professional work in excess thereof at the Master Contract Hourly Rate. All teachers unless excused by the administration, shall attend each scheduled staff meeting. Failure to attend shall result in a loss of 1/1000 of the BA, Step 1, salary for each meeting missed.

I. Teachers shall receive written notice of staff meetings at least 48 hours preceding each scheduled meeting except in case of emergency. Failure to give 48 hours notice will negate the obligation of attendance at the meeting.

J. The parties believe that control of class size is an important factor for the highest quality of education. To this end, the Board agrees to study and to strive to meet the following goals in keeping with its resources, balanced by its incurred obligations, and the feasibility of increasing the staff without curtailing programs and activities deemed sound and necessary by the Board. Additionally, the Board and the Association will work closely together to monitor the equality of class sizes.

<u>Grade</u>	<u>Goal</u>	<u>Maximum</u>
Y-5's	15-18	22
K	20-24	26
1-2	22-25	27
3-4	24-26	28
5-7	25-30	30
8-12	Professional teacher recommendation based upon the course submitted to principal by April 1.	31 or higher number, if teacher requests it in writing.
Elem. Split	Goal for grade level	Max for grade level
Middle Split	Goal for grade level	Max for grade level
<u>Special Classes</u>		
Exploratory	1 adult per	32
Ind. Arts	# of pupil stations	28
Phys. Ed. (8-12)		40
K-7 Phys. Ed.		32*
Vocational	# of pupil stations	28
Homemaking		23
Art		28
Bio. II, Chem, Physics	# of pupil stations	28
Study Hall		100 (with classroom aide if over 60)

\*unless instructional aide is present to 35 maximum

K. 1. At the High School (8-12), the maximums plus up to three additional students shall not be exceeded without the consent of the teacher. Teachers will be paid \$1.25 a day, per student per class period over the classroom maximum.

2. In grades 5-7, the maximum plus one additional student may be exceeded for the remainder of the current trimester. Non self-contained teachers will be paid \$1.25 a day, per student per class period over the classroom maximum. Self-contained teachers will be paid \$5 a day, per student over the classroom maximum.

3. In grades K-4, the maximum plus one additional student may be exceeded for the remainder of the current trimester. Teachers will be paid \$5 a day, per student over the classroom maximum.

If the above maximums including extra allowable students are exceeded, the Administration will add a new section no later than the beginning of the following trimester. During the trimester in which the overage exists, the parties will attempt to resolve the problem by providing an aide, payment to the teacher, or some other mutually agreeable resolution.

If no agreement can be reached within two weeks, the K-7 home room teacher will be paid \$5 per day per student over the maximum. Payment will be retroactive to the day the student entered.

L. If any situations regarding overages in special education arise, a committee composed of not more than the following shall meet:

2 - administrators

2 - association representatives

1 - involved staff person, if determined to be appropriate

1. If possible the committee will meet prior to the new student coming into the classroom which would place the classroom in a state non-compliance.

2. Or, once formal placement is made, the committee will meet to determine the possible options for classroom support. (Time: within five (5) days of placement.)

3. After the committee meets to discuss options, the district will file a deviation with the state - if necessary and appropriate. (Time line: 5 days)

4. If the deviation is approved, the district will continue to comply with the mutually agreed upon resolution reached in step 3.

5. If the deviation is not approved, the district will comply with the mandated directives and time lines indicated by the state for corrective action.

M. In classrooms where special education students are "mainstreamed", class size will

be lowered by the building principal to accommodate additional time requirements to deal with learning disorders.

1. Those students receiving speech and language services only will not be counted toward the special education limits.

2. There shall be a limit of 6 special education students in a general education class; of which no more than 4 may be receiving more than 10 hours of special education services per week.

N. There will be no more than four special education students in any general education class. Special education students must be recommended for placement into general education classes by the instructional staff. The maximum number will not be exceeded without the consent of the teacher. During the trimester in which the overage exists, the parties will attempt to resolve the problem by providing an aide, payment to the teacher, or some other mutually agreeable resolution.

If no agreement can be reached within two weeks, the K-4 home room teacher will be paid \$10.00 per day per student over the maximum. All other teachers will be paid \$2.00 per subject period per student over the maximum. Payment will be retroactive to the day the student entered.

ARTICLE VI  
TEACHING CONDITIONS

A. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day be directed toward insuring that the energy of the teacher is primarily utilized to that end.

B. The Board recognizes that the appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, music equipment and materials, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. Administrators and teachers will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained within available funds as determined by the Board of Education.

C. The Board shall make available in each school building functioning typing and duplicating facilities to aid teachers in the preparation of instructional materials. Whenever possible, the photocopier located in the administration office will be used. The Board agrees to provide in the district functioning copying, stencil and mimeograph facilities. The facilities shall be used only for school related purposes.

D. Under no conditions shall a teacher be required to drive a school bus as a part of his regular assignment.

E. The Board shall make available in each school, restroom and lavatory facilities exclusively for faculty use and at least one room furnished, which shall be reserved for the use as a faculty workroom.

F. Telephone facilities shall be made available to teachers for their school related calls or emergency use. All long distance calls will be logged on the form provided. In the event that the service provided is not deemed sufficient to meet the personal needs of teachers, the Association may request the installation of pay phones in teacher lounges. The cost of these phones will be borne by the Association.

G. Adequate off-street parking, properly lighted, maintained, and identified for teacher use shall be provided.

H. The Board of Education shall provide safe, healthful working conditions for teachers.

I. Whenever possible, the Board will relieve teachers of responsibility of collecting monies for the district.

J. Teachers traveling between the High School, Middle School, Elementary School or Portables (excluding trips between the Elementary School and the Portables) shall be reimbursed at a rate of 35 cents per trip and shall be provided no less than \*8 minutes travel time.

\*NOTE: If the traveling teacher is experiencing difficulty, the administration may adjust travel time up to 10 minutes.

K. Teachers shall be informed of a reliable means by which they shall by telephone advise at least 1 1/2 hours prior to the start of the student school day that they will be unavailable to report for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to provide a teacher.

L. All classroom teachers must have or provide a plan book which contains general plans for a week in advance and detailed lesson plans for at least one (1) day in advance. Such plan book must be available in the building at all times.

M. Teachers shall be held accountable for school materials, equipment, and facilities assigned to them, when adequate lockable storage facilities are provided.

N. Supervision of students is a teacher's responsibility during the teacher's scheduled school day, for activities in all school areas such as halls, lavatories, assemblies, and classrooms. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms, and the work areas.

O. The Board shall provide:

1. Two separate desk drawers or file cabinet drawers for each teacher in the district.
2. Closet space for each teacher to store coats, overshoes, and other such articles.
3. Storage space in each classroom for instructional materials.
4. Attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.
5. Space in each school district building for the storage of school related valuables.
6. Adequate file cabinets will be provided for curriculum materials.
7. Adequate space with adequate facilities within each school providing the needed privacy for special services teachers to carry out their responsibilities with individuals or groups of students.



ARTICLE VII  
TEACHING QUALIFICATIONS, ASSIGNMENTS, AND TRANSFERS

A. No teacher in the school district shall be assigned outside the scope of their major or minor fields of certification.

B. Request for assignment between buildings, classes, and positions may be initiated by the teacher through filing a Request for Transfer Form through his building principal to the superintendent on or before April 15 of each school year which will remain active until the first student day of the next school year. A teacher's educational preparation and experience will be considered in making transfers. Personal reasons for requesting transfers will be given consideration. A written notification of the status of such requests will be made to the teacher on or before June 1.

All teachers shall be given written notice of their tentative teaching and room assignment which shall include the number of periods, number of preparations and subjects taught, and/or grade level for the forthcoming year no later than the preceding first day of June.

C. To the extent possible, changes/transfers within a building and from building to building shall be voluntary and made after consultation with the involved staff members. If the transfers cannot be made with volunteers, then involuntary transfers may be necessary and will be implemented by administration. Involuntary transfers will not be arbitrary or capricious and will be weighted in favor of seniority.

D. To deal with concerns over involuntary transfers, the union or affected employee may call a confidential meeting of a committee composed of three administrators selected by the Board and the union president and vice president. The above decision on involuntary transfer may be reversed if a majority of committee members agree that such involuntary transfer is inappropriate. The decision of the committee is not subject to arbitration. The affected employees have a right to attend and provide input at the meeting.

E. In the event of a change of any tentative teaching or room assignment, the teacher in all cases will receive written notification. No change of assignment shall be made without the consent of the teacher after August 15, except in cases of absolute necessity as determined by the Board.

F. An involuntary transfer during the school year will be made only to prevent disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher is dissatisfied, he may be released from the individual teaching contract without prejudice prior to the beginning of a new assignment.

G. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education credit courses, driver education courses, summer school courses, and non-coaching positions enumerated in Appendix D, shall not be obligatory, except when that assignment was a condition of employment, but shall be with the

consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district with necessary competencies.

H. Recommendations for assignment to the adult education (high school completion), driver education, and summer school programs will be made by the superintendent to the Board on the basis of competency with reference to teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. Teachers will be compensated as per Appendix D. All benefits applicable to the regular employment period shall apply to the additional professional teaching assignments.

I. When all means to obtain qualified regular substitute teachers have been exhausted, the building principal may request a teacher to perform emergency substitute duty during the teacher's conference or preparation time. The teacher shall have the right to decline. Compensation shall be at the Master Contract Hourly Rate as per Appendix D. Elementary teachers shall perform emergency substitute duty during the absence of regularly scheduled special teachers and shall be paid at the Master Contract Hourly Rate as per Appendix D. For the purposes of pay, add 15 minutes to actual time worked when a K-7 teacher substitutes for a "specials" teacher. Teachers will have the option to accumulate 6 times of subbing for a comp day rather than pay. These days may be used as full days or half days at the teacher's option. Teachers and counselors that are pulled out of their assigned positions to substitute for a full day on an emergency basis shall be pay their regular salary plus ½ the going sub rate.

J. The parties agree to negotiate the impact of the No Child Left Behind Act, prior to implementation of any practice that would affect any mandatory subjects of bargaining.

ARTICLE VIII  
TEACHING VACANCIES AND PROMOTIONS

A. Unit vacancies which occur during the school year due to death, retirement, termination, transfer, resignation, leaves of absence expected to last for one entire school year or more, or illness/injury leaves that go beyond accumulated sick leave, may be filled for the remainder of the school year at the primary level (Pre-K-6) and for the remainder of the trimester at the secondary level (7-12) with a substitute/temporary employee.

The vacancy will be filled per the provisions below; however, the actual transfer may not occur until the end of the trimester or year, respectively.

B. Whenever any newly created position or vacancy in any teaching position in the district shall occur, the Board shall publicize the same by giving written notice, description, and qualifications for such vacancy to the Association and providing the appropriate posting in every school building. A vacancy will include sections added to grade levels to accommodate movement in student population, or openings created by retirements. No vacancy shall be filled except on a temporary basis until such vacancy shall have been posted for fifteen (15) calendar days. For vacancies occurring between August 1 and one calendar day before the first student day, posting will be of reasonable length but not less than 24 hours. For a vacancy occurring on or after August 1, the Board will post the vacancy at Central Office with copies to Union President and Vice President. Persons interested in receiving postings during the summer months, shall leave self-addressed stamped envelopes at the central office. Any teaching vacancies that occur during the month of September will only have to be posted for two (2) school days provided management provides copies of said posting by way of inner-school mail to all teachers in the district.

C. The above vacancies will be filled by the most senior, certified and qualified applicant from within the district. Should no certified and qualified applicant from within the district apply, the Board shall hire a new employee. If there are no internal applicants, the Board may permanently fill the vacancy.

D. For the purposes of this article, qualified shall include the following:

1. State Certification Requirement
2. Granting of vacancy will not result in the lay off of another unit member.
3. The Board is able to fill the resulting vacancy with a certified and qualified applicant from within the unit or an acceptable, certified and qualified applicant from outside the unit.
4. The most recent evaluation is satisfactory.
5. The certified internal applicant meets accreditation requirements of the North Central Association of Colleges and Schools (as published in its Policies and Standards for the Approval of Secondary Schools, Policies and Standards for the Approval of Junior High/Middle Schools, and Policies and Standards for the Approval of Elementary Schools), or is given twenty four (24) months in the position to meet North Central accreditation. The District will work with the applicant and North Central to utilize all means of becoming accredited under said Policies during this time period and/or seek available waivers.

E. To deal with concerns resulting with the above procedure, the Board may call a confidential meeting of a committee composed of two administrators selected by the Board, the selectee, the union president and vice president. The selection above may be reversed if a majority of committee members agree that such placement is inappropriate.

Section B and C Interpretation

1. Posting when the vacancy occurs.
2. Fill temporarily as needed.
3. Grant transfer at appropriate time.

ARTICLE IX  
EXTRA DUTY ASSIGNMENTS

A. Assignments enumerated in Appendix D shall not be obligatory. When a vacancy occurs, it shall be posted no later than 15 days after the first regular Board meeting and will remain posted until the position is filled but for a minimum of 15 days. The only exception is if the Board elects not to fill the position at that meeting. Applicants shall apply as per the instructions on the posting. Persons interested in receiving postings during the summer months, shall leave self-addressed stamped envelopes at the central office. If one or more unit members has applied for the vacancy the Board shall fill the position at least two weeks prior to the Michigan High School Athletic Association starting date so long as the 15 day posting requirement has been met.

B. Assignments for coaching shall be made in writing by the superintendent with the approval of the Board. Reassignment of bargaining unit members shall be automatically renewed if the Board takes no action to the contrary by the second regularly scheduled monthly board meeting after the conclusion of the season. For the purposes of this article, the conclusion of the season means the State Finals in that particular sport. A unit member coach shall be entitled to reappointment unless his performance is determined to be unsatisfactory by his supervisor. Non-staff coaches will have the right to continue in their positions providing annual concurrence by the Board. A coach not reappointed to a coaching position will receive a written explanation stating the reasons.

C. The Athletic Director is directly responsible for the formal evaluation of all Coaches. These evaluations will be reduced to writing and a copy given to the coach within fifteen (15) days of the conclusion of the season. If the affected coach disagrees with the evaluation, he may request a meeting with the Athletic Director to discuss the evaluation. The coach has five (5) days to attach a written rebuttal to the evaluation.

D. Coaches will be paid in accordance to Appendix D in the Contract. At the junior high level if both 7th and 8th graders participate on the same team and play as a team, the coaches will be paid at the 8th grade level only. If the 7th and 8th graders compete against teams of the same grade level (7th grade basketball vs. 7th grade basketball) for the majority of their schedules, then the coaches will be paid at the grade level they are coaching.

E. A person meeting the posted qualifications may apply for an extra duty position. The District will consider any bargaining unit member who meets the posted qualifications. The Board will select the candidate it determines is superior in the majority of the following factors including: Certification, qualifications, background attainment, and other relevant factors. This shall not be construed to mean that all such vacancies will be filled from within the District. In case the position is to be reinstated after a period of not existing (position dropped due to lack of funds, etc.), the coach at the time it was dropped may be given consideration if he/she is available. An extra duty coach who resigned from an extra duty position without good cause will be presumed to be less qualified.

#### F. Mentor teachers

1. When bargaining unit members are used as mentor teachers, such participation shall be voluntary on their part, but selection of the mentor teacher will be made by the administration.

2. All training of the mentor teacher shall be provided by the District or the ISD.

3. Every effort will be made to match mentor teachers and mentees in the same building and area of certification if a bargaining unit member is the mentor teacher.

The stipend for mentor teachers will be added to Group VIII of Appendix D, extra duty schedule beginning with the 1995-96 school year. The stipend percentage is to be paid to the mentor teacher for each mentee that the mentor teacher is responsible for.

4. The mentor teacher will not have any evaluation responsibilities towards the teachers that they are working with.

ARTICLE X  
TEACHER EVALUATION

A. The following is agreed:

1. By October 15 of each school year, each probationary bargaining unit member shall be provided with an Individualized Development Plan (Appendix G). The Individualized Development Plan shall be given to and discussed with the probationary employee at a conference called by the evaluator for that purpose.

2. Probationary teachers shall be evaluated twice per school year, once in the first or second trimester and once in the second or third trimester. Each evaluation shall be based upon two (2) observations. The first evaluation shall not occur before November 1, and the second evaluation not before February 3. An informal consultation shall be held within five (5) school days following each observation for the purpose of discussing the strengths and weaknesses as described in the observation.

3. All tenure teachers shall receive a formal evaluation at least once every two years prior to May 1. Tenure teachers with less than satisfactory performance shall be provided with a Tenure Teacher Improvement Plan in accordance with the Michigan Tenure Act. The improvement plan may contain, by way of example, but not limited to, suggestions for improvement, directions to resources to obtain assistance in improving, directions to individuals for assistance and a plan for follow-up.

4. All evaluations shall be reduced to writing and a copy given to the teacher within ten school days of the evaluation.

5. Before the evaluation becomes a part of the teacher's record, a conference shall be held between the evaluator and the teacher to discuss the observation. Signing of the evaluation form by the teacher shall indicate only that the teacher has seen the form and does not indicate that the teacher agrees with the evaluation. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. All evaluations shall be based upon criteria for evaluating professional growth as set forth in the evaluation form and in instructions thereto. The form shall be attached to the master agreement.

B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with prior knowledge of the teacher. All observation of the work performance of the teacher shall be conducted openly.

C. Each teacher shall have the right, upon request, to review with the superintendent or his designee items contained in his personnel files except those communications pertaining to confidential recommendations for employment.

D. A teacher shall at all times be entitled to have present a representative of the Association, when as a result of evaluation, he is being reprimanded, warned, or disciplined. 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. The above shall not be construed to hinder effective relationship with regard to normal management of school operations.

E. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms. Identification shall be made of the specific ways in which the teacher is to improve and what assistance is to be given by the administrator and other staff members. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

F. No tenure or non-probationary teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such discipline, reprimand, or reduction in compensation, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth.

G. All teachers having paid extra duty assignments with the exception of coaches shall be formally evaluated in the performance of such assignment not later than fifteen (15) school days following the completion of assignment but not later than the last day of the school year.

H. A teaching coach may be assigned by the administration to probationary teachers upon entrance of the teacher in the school system. The "teaching coach" shall be a tenure teacher and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. It shall be the duty of the "teaching coach" to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system.

I. All informal observations of the performance of a teacher during regular teachers' hours shall be done with full knowledge of the teacher. All incidents, behaviors or events, except those observed as part of formal evaluations, prior to said formal evaluations, shall be recorded on the employee's performance record (Appendix F), signed by both the supervisor and teacher, when such occurrences could detract from the teacher's formal evaluation, resulting in negative comments on such formal evaluations. All entries on the employee's performance record (Appendix F) shall be recorded and signed by the supervisor and teacher, within five school (5) days of the occurrence. The supervisor shall include no negative comments on a formal evaluation observed outside the formal evaluation if this information does not appear on the employee's performance records. The supervisor shall present in writing to any teacher negatively evaluated specific remedial procedures to correct said matter. The employee's performance record is a supervisor's working record. Teachers have the right to place material on the employee's performance record with teacher and supervisor signatures. Signatures simply recognize data has been entered and does not signify agreement.



ARTICLE XI  
PROTECTION OF TEACHERS & STUDENT DISCIPLINE

A. A regular classroom teacher shall not be expected to assume responsibility for emotionally disturbed students, unless the students are mainstreamed. Whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

The right of pupil assignment remains the responsibility of the administrative personnel of the district and final determination of such assignment shall be made by the administrative staff after proper evaluation.

B. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately, in writing, to the superintendent or his designated representative. In the event of such assault and upon recommendation of the Association, the Board shall review the matter and provide legal assistance to the teacher relative to his rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with the handling of the matter by law enforcement and judicial authorities.

C. A teacher may send a student to the office for the balance of a class period when all ordinary classroom disciplinary procedures have been exhausted and his persistent disruptive behavior makes his/her continued presence an impossible constructive educational situation; provided due process with regard to student rights is followed. The teacher will furnish the building administrator as promptly as his teaching obligations will allow, full particulars of the situation. The student may return to the classroom only after a discussion of the problem by the teacher and the building administrator.

D. If a teacher receives worker's compensation benefits because a teacher is injured while performing services in the line of duty, the teacher shall receive the difference between the worker's compensation benefits and the teacher's salary for a period not to exceed one (1) year, and with no deduction from accumulated sick leave.

E. Time lost by a teacher because of an assault by a student while a teacher is performing teaching services, which is not compensable under worker's compensation because the time lost is not of sufficient duration to qualify for worker's compensation benefits, shall not be charged against the teacher's sick leave unless the teacher is found to have acted improperly or adjudged to be guilty or liable by a court of competent jurisdiction.

F. No action shall be taken upon any complaint of a serious nature by a student or parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file until such matter is promptly reported in writing to the teacher

concerned and until a thorough investigation has been completed. If any question of professional ethics is involved, the Association shall be notified and; if management determines the complaint is substantiated, it may be part of the teacher's file. Unsubstantiated complaints will not become part of the teacher's file.

G. The Board agrees to indemnify teachers against damages, fines, legal fees, or other costs as a consequence of any act authorized by the current Michigan Corporal Punishment Law and the Board's list of alternatives to the use of corporal punishment, provided the teacher is not adjudged guilty in a court of competent jurisdiction.

ARTICLE XII  
PROFESSIONAL IMPROVEMENT

A. Any teacher with Board approval who enrolls in a course related to his instructional responsibility at an NCATE (National Council for Accreditation of Teacher Education) accredited college or university may receive reimbursement from the Board for his tuition and books upon the successful completion of such course. If the Board requires a teacher to complete any course(s) related to his instructional responsibilities, the Board shall reimburse the teacher for all expenses of such course(s).

B. The Board may at its discretion provide upon application all or any part of the necessary funds for teachers who are approved by the superintendent to attend selected professional conferences, school visitations, and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. The teacher who is given permission by the Board to attend such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

C. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. All teachers desiring to attend shall be allowed to do so. In addition, the Board encourages its present staff to enroll in courses designed to improve reading instruction. The Capac Curriculum Coordinating Council is responsible for planning in-service programs for the district.

D. New teachers to the district shall attend an orientation meeting prior to the first day of school. Probationary teachers who are required by law to attend five (5) career development training days per school year shall do so at board's expense. Three of the five days per school year shall be scheduled during the normal work day and a substitute shall be provided. Two of the five days per year shall be the probationary teachers' responsibility to attend without additional compensation. The Board shall pay all expenses for five (5) days per school year. In the event the law is rescinded, probationary teachers will not have this requirement.

E. There is hereby established an administrative intern program for the purpose of identifying and training potential administrators among the professional staff. In order to qualify for the intern program, a teacher must have had at least three years of teaching experience and expect to receive his Master's Degree within the coming year. Such intern shall be released from teaching duties one hour per day. By June 1, the Board shall post notice of any available internships for the ensuing year. All applicants shall receive due consideration in light of their background and experience and shall be paid his or her regular salary during the internship. All candidates shall be notified of the Board's decision by June 15.

ARTICLE XIII  
REDUCTIONS IN PERSONNEL

A. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued employment of its teachers in such consolidated district.

B. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall implement the following procedures:

1. One seniority list will be prepared ranking all teachers in order of their seniority. Seniority shall be defined as the first calendar teacher day of work. In the event that more than one individual is hired on the same date, all individuals so affected will participate in a drawing, by lot, to determine position on the seniority list. Employment seniority will continue to accumulate when teachers are on sabbatical, study, military or health leaves. All seniority is lost if there is a severance of employment. After September 1, 2008, seniority will not accumulate and will be frozen for individuals on layoff.

2. In the event of a reduction of personnel, the individuals with the least seniority in the bargaining unit must accept reassignment, where certified and qualified, to any vacancies that may exist.

3. Upon return of a teacher from a leave during which seniority is not accumulated, the teacher shall be placed at the top of list of all teachers whose seniority date is the same as the new seniority date of the returning teacher.

4. Administrators and supervisors shall be carried on the seniority list at the level of their proper seniority date, and will assume that position on the seniority list should they transfer to teaching status.

Administrators hired after May 18, 2000, and who are transferred into a teaching position within the district will not be allowed to apply their accumulated seniority as an administrator to the teacher seniority list.

5. In the event of a reduction in personnel, the following procedure will be followed:

- a. Staff requirements for all schools in the district will be listed by building.
- b. Teachers will be laid off on the basis of strict seniority, the least senior teachers being laid off first. Less senior teachers may be given preference over more senior teachers only where the more senior teachers are not certified and qualified.
- c. The layoffs will be guided by the Policies and Standards for the Approval of Secondary Schools, Policies and Standards for the Approval of Junior

High/Middle Schools, and Policies and Standards for the Approval of Elementary Schools (as published by the North Central Association of Colleges and Schools). Should any compliance with North Central requirements jeopardize any teacher(s) position, the Board shall notify in writing the teacher(s) affected. The teacher(s), so notified, shall have twenty four (24) months from the date of notification to comply with the stated requirements. The District will work with the teacher(s) and North Central to utilize all means of becoming accredited under said Policies during this time period and/or seek available waivers.

- d. Secondary teachers shall be assigned according to their state certified major or minor.
- e. Teachers holding elementary certificates, and teaching in Grades 7 or 8 shall, upon assuming such assignment, review their transcript with the superintendent or his/her designee to determine equivalent majors and minors which shall be used henceforth in establishing their qualifications for assignment.
- f. Individuals not placed into assignments will be laid off, to be recalled based on certification and qualification in seniority order as requirements permit. The District shall give each teacher notice of recall by certified mail to the last address on file with the Board office. The teacher must accept such recall in writing within ten (10) days of the mailing of said notice. If the teacher fails to accept the recall within the required time, the teacher shall be deemed to have terminated his/her employment with the District.
- g. Teachers shall have the option, subject to the staffing needs of the district, to volunteer for a lay off over less senior teachers and shall retain all recall rights as provided in the master agreement.

6. The Board and the Association shall meet before the implementation of the lay-off procedure to verify the seniority list and available teaching positions. Subsequent to this meeting, all teachers affected will be notified in writing of reassignment or the possible options of other available assignments. Copies will be forwarded to the Association.

7. Nothing in this article will preclude the procedure for reductions in staff as outlined in the "Teacher Tenure Act."

ARTICLE XIV  
PAID LEAVES OF ABSENCE

A. All teachers absent from duty because of illness or injury or whenever the teacher is required during school hours to consult a doctor because of personal health shall be allowed full pay for a total of eight (8) days per year. Such leave will be computed for the ensuing year, and upon employment or at the beginning of each school year, each teacher will be credited with the total accumulation due that school year. The unused portion of such allowance shall have unlimited accumulation.

1. Illness or injury leave days may be used for illness or injury to members of the immediate family. Immediate family shall be defined as father, mother, mother-in-law, father-in-law, spouse, sister, brother, sister-in-law, brother-in-law, child, son-in-law, daughter-in-law, grandparents, grandchildren, step relations, niece/nephew or a dependent of the immediate household.

2. All illness or injury leave must be submitted to and approved by the Superintendent. During any school year beginning with the sixth continuous day of paid illness or disability leave, medical certification of the illness or disability may be requested by the Superintendent. If the administration requests a second medical certification of the illness or disability, the Board shall bear the expense.

B. FUNERAL LEAVE USE

1. At the beginning of each school year, each teacher shall be credited with six (6) days to be used for deaths in the immediate family of the teacher or spouse. Immediate family shall be defined as father, mother, mother-in-law, father-in-law, spouse, sister, brother, sister-in-law, brother-in-law, child, son-in-law, daughter-in-law, grandparents, grandchildren, step relations, niece/nephew or a dependent of the immediate household.

2. Upon request, the superintendent may approve an employee's use of two (2) funeral days (from the initial six) to be used for funerals other than immediate family.

3. In the event that an employee would need to travel more than 300 miles (total miles), the superintendent may approve an additional funeral day.

The use of a personal business day would also be allowed to apply towards this travel day.

C. A leave of absence shall be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowance or reimbursement or expenses) for each day on which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work to a maximum of 30 days.

D. A leave of absence shall be granted for time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend.

E. A teacher absent from work because of mumps, scarlet fever, measles, tuberculosis, lice, scabies, impetigo, or chicken pox shall suffer no loss of compensation and shall not be charged with loss of personal sick leave. In order to qualify for this leave, it must be determined that the disease was contracted through student and not family contact.

F. Upon recommendation of the Superintendent, the Board may request a teacher to submit to physical or mental examinations by appropriate specialists mutually chosen by Board and teacher to determine whether involuntary sick leave is warranted. The cost of the initial examination beyond that covered by medical insurance shall be equally shared by the Board and the Association.

G. The parties agree there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. The Board agrees that such leave will not be deducted from the teacher's sick leave accumulation, and any unused personal leave days will be added to the teacher's sick leave accumulation the following year. These personal leave days may be used under the following conditions:

1. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least five (5) working days in advance of the anticipated absence, except in cases of emergency, for approval by the Superintendent or his/her designated representative. In such cases, the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor.

2. Maximum length of leave shall not exceed 4 days per school year.

3. Such leave will not be granted the day before or day after holidays or vacations except in case of absolute necessity.

4. No more than two teachers per building or session per day may be granted the leave, with a maximum of six within the District.

H. Twenty (20) days shall be available for the officers and representatives of the Association to attend conferences, workshops, hearings, and seminars conducted by the MEA, NEA, and/or affiliate departments thereof, and the various governmental units involved in the education process. The Association agrees to pay the substitutes costs and to notify the Board no less than forty-eight 48 hours in advance of taking such leave. In addition, four 4 hours per month, as needed, shall be available to union officers for in-district business.

I. The Board agrees to the continuance of an illness or injury leave bank. The bank will be maintained by each full time teacher contributing a minimum of one day of his/her accumulated illness or injury leave when the balance of days in the bank drops below one hundred (100). In order to qualify, and apply, a teacher must have used all of his/her illness

or disability leave. Approval shall be granted, or denied by a committee of four (4) teachers selected by the Association.

To apply for sick bank days, a teacher must submit a written request to the union president. The union president will call a meeting of the committee within five (5) school days. The committee will then preview the case and make a decision which is final and not grievable (in tie votes the leave will be granted). Teachers receiving days from the sick bank will replace the borrowed days at the rate of a minimum of two (2) days per year and a maximum of five (5) days per year – as determined by the teacher on a yearly basis - from their personal accumulated leave days until the total amount borrowed are paid back to the bank.



ARTICLE XV  
SABBATICAL LEAVE

A. Subject to the applicable Michigan Statutory provisions and any amendments thereto, the Board may grant Sabbatical leaves for study providing:

1. No more than 2 teachers in the district shall be absent on Sabbatical leave at any one time.

2. Requests are made in writing to the superintendent 200 days prior to the intended commencement of the leave.

3. The teacher shall agree to remain in the employ of the district for a period of not less than two years following his return from Sabbatical leave.

4. The employee on Sabbatical leave will be required to file periodic reports with the superintendent.

B. The Board shall be responsible for granting all leaves. Teachers requesting Sabbatical leave will be notified on or before April 1, if their requests have been accepted or rejected. Teachers requesting Sabbatical leave for second trimester will be notified on or before November 1. Teachers requesting sabbatical leave for third trimester will be notified on or before February 1.

C. Upon return the teacher shall be entitled to advance to the next level on the salary schedule, receiving the benefit of the salary increase while on leave, providing all requirements of the Sabbatical leave policy have been fulfilled satisfactorily in the judgment of the superintendent.

D. During said Sabbatical leave, the teacher shall be considered to be in the employ of the Board, shall have a contract and shall be paid one-half of his/her annual salary and receive full insurance benefits.

E. The teacher shall give written notification to the Superintendent of either his/her intention to return or request an extension by no later than December 1, or May 1, of the last trimester of leave.

ARTICLE XVI  
UNPAID LEAVES OF ABSENCE

A. A leave of absence of one year with the second year at the Board's discretion shall be granted to a tenure teacher upon application for the purposes of participating in exchange teaching programs to other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his/her professional responsibilities, provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the next step of the salary schedule.

B. A leave of absence of one year shall be granted to a tenure teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon returning from such leave, such teachers shall be placed at the next step on the salary schedule.

C. A leave of absence for one year may be granted to a tenure teacher for the purpose of campaigning for or serving in a public office. The leave may be granted for no more than one year provided a suitable replacement is available for the period.

D. Leaves of absence for the purpose of illness and/or disability (i.e.; scheduled surgery, childbirth) are available to those teachers who do not choose to use sick leave benefits when they are unable to work because of such disability. Such leaves shall commence when the teacher is no longer able to adequately perform the duties to which he/she is regularly assigned and shall last, until such time as, he/she is able to assume those duties, but not more than one year and the leave may be renewed at the discretion of the Board.

In case any dispute as to whether a teacher, under this provision, is able to adequately perform the duties to which he/she is regularly assigned, the physician who has treated the teacher throughout the disability shall make the final and binding determination unless the Board desires an additional opinion from a mutually selected physician by the Board and teacher at Board expense.

E. A teacher may use her accumulated sick leave for disabilities caused or contributed to by pregnancy or childbirth.

F. A leave of absence shall be granted to any teacher of a newborn child. It is further provided that:

1. The initial leave period may be for the duration of the trimester when leave was granted, plus three consecutive trimesters excluding a summer. The leave may at Board discretion be extended up to a period of two (2) school years by the written request of the teacher.

2. A teacher may commence said child care leave anytime after the birth of the child and she is physically able to perform her teaching responsibilities.

3. In the event of death of the child, the leave of absence may be terminated upon request of the teacher if a position is available.

G. A member of the bargaining unit upon the adoption of a child shall be granted, upon application to the Board, a leave of up to one year with a second year's extension at the Board's discretion.

H. A leave of absence shall be granted to any teacher upon application who is inducted into the Armed Services of the United States. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during the period of time covered by his induction.

I. A leave of absence of not less than 90 days shall be granted to any teacher upon written application in case of illness of the immediate family. Upon return the teacher shall be placed on the next 1/2 step of the salary schedule providing 85 or more consecutive days have been completed. The teacher shall give written notification to the Superintendent by no later than November 1, February 1 or May 1, of the trimester of leave of either his/her intention to return or request for an extension of the leave. Extension may be given upon recommendation of the Superintendent and approval of the Board.

J. A teacher that is unable to teach because of personal illness or disability and who exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or injury, up to one year and the leave may be renewed at the discretion of the Board.

K. Leave may be granted at the discretion of the Board upon application for special programs to advance the teacher's training to meet specific needs in the District or for study related to the teacher's field.

L. Upon the expiration of an unpaid leave of absence, the teacher shall be restored to his/her former teaching position, if it is available, or to the first available position for which the teacher is certified. Seniority and pay level shall be retained but will not continue to accumulate with an unpaid leave.

ARTICLE XVII  
NEGOTIATION PROCEDURES

A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written signed amendment to this agreement.

B. In February, 2012, negotiations shall begin on the total contract.

C. Neither party in any negotiations 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.

D. As long as the parties are engaged in target specific bargaining, it is agreed that equity is an important factor to be considered. CEA and the Board shall share in the obligations of negotiations and quarterly meetings.

ARTICLE XVIII  
GRIEVANCE PROCEDURE

A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided. For the purpose of this article, all referred to days shall be school days.

Step 1: Within five (5) days of the occurrence, the teacher shall discuss the problem with the building principal.

Step 2: If a teacher or the Association does not believe the problem has been resolved, within five (5) days of the discussion with the principal the teacher shall file a written grievance with the building principal and a written decision is required within five (5) days.

Step 3: Within five (5) days, if the teacher or the Association believes the decision incorrect or incomplete, the written grievance shall be transmitted to the superintendent or his/her designee. Within five (5) school days, the superintendent or his/her designee shall meet with the teacher or the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meetings, and shall furnish a copy thereof to the aggrieved teacher and the Association.

Step 4: Within seven (7) days, if the Association believes the decision incorrect or incomplete, the written grievance shall be transmitted to the Board of Education or a designated Board committee. The Board will review the grievance no later than the next regular meeting. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter.

Step 5: If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the period above provided, the grievance may be referred for arbitration to the American Arbitration Association. Referral to the American Arbitration Association must take place within ten (10) days after the decision of the Board, or if no disposition has been made by the Board within the period above provided, within seventeen (17) days after the date it was submitted to the Board.

B. If the parties cannot agree on the identity of the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. 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. Each party shall bear the full cost for its side of the arbitration and will pay one-half (1/2) the cost for the arbitrator. The Association shall have the right to process a grievance to arbitration.

C. Powers of the arbitrator are subject to the following limitations:

1. He/She shall have no power to decide any question which is within the jurisdiction of the Civil Rights Commission, the Michigan Employment Relations, or Teachers' Tenure Commission.

2. He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement including salary schedules.

3. He/She shall not consider more than one grievance at the same time, except upon express written mutual consent, and then only if they are of a similar nature.

4. His/Her power shall be limited to deciding whether the Board has violated the express articles or sections of the agreement.

5. Effective for newly hired teachers for the 1995-96 school year. He/She shall have no power to hear, decide or rule any grievance pertaining to a decision of the Board of Education not to renew the contract of a probationary teacher.

6. He/She shall have no power to rule on any evaluation issue with the exception of a strictly procedural issue. In the event the tenure law is repealed or amended such that a teacher could not challenge the content of an evaluation in a tenure proceeding, this paragraph, Article XVIII, C., 6., shall be immediately deleted from the contract.

7. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first determine the arbitrability of the grievance. A case that is ruled non-arbitrable shall be referred back to the parties without decision or recommendation on its merits.

D. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

E. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15, of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible.

F. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation. The personnel file of the teacher shall not reflect in any way that a grievance was filed.

G. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. No grievance shall be adjusted that is inconsistent with the terms of this agreement.

H. When and if it is necessary for a member of the Association to attend a meeting involving school administrators, during school hours, for the purposes of processing a grievance; there will be no deduction in pay for the person or persons involved in such procedures.

ARTICLE XIX  
MISCELLANEOUS PROVISIONS

A. If any provision of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed void and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect during the life of the agreement.

B. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed. Twenty additional copies of this agreement shall be furnished to the Association at cost.

C. On scheduled student attendance days if the students are not present because of conditions not within the control of school authorities, teachers will not be required to be present. If students are sent home after the school day has begun due to any reason other than inclement weather, teachers may be required to remain. School buildings will be open, if possible, to permit teachers to work in the buildings if they so desire.

D. If it is necessary, in the opinion of the Board or its representative, for a teacher to use his/her private vehicle for professional services, the teacher shall be paid at a rate per mile as established by the Bureau of Internal Revenue guidelines. Such rate shall be adjusted effective January 1, of each year to reflect the Bureau of Internal Revenue guidelines.

1. All in-county mileage and mandated out-of-county mileage will be reimbursed at the contractual rate. The reimbursement rate is determined by using the Bureau of Internal Revenue guidelines.

2. All out-of-county travel requested and approved will be reimbursed at the "actual cost of gas." A reimbursement request must be accompanied by a receipt.

E. The teacher's regular salary shall be paid in envelopes biweekly in 20 (21 pays if the 20th pay day occurs before the end of school calendar) or 26 pays, and provisions shall be made for deductions by the Board and remitted to the appropriate agencies.

F. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.



ARTICLE XX  
CALENDAR

A. The parties agree that the school calendar shall be set forth in Appendix B. There shall be no deviation from or change in this school calendar except by mutual agreement of the Board and the Association. It is agreed, however, that work days may be rescheduled by the Board, in the event such is necessary in order to meet the minimum number of student instruction days or hours required by law. It is understood that rescheduled days shall be considered as part of the regular school year and no employee shall receive additional compensation for those days. The dates of the rescheduled days shall be determined by the Board and Association.

ARTICLE XXI  
TEACHER COMPENSATION

A. The basic salaries of teachers covered by this agreement are set forth in Appendix C which is attached to and incorporated in this agreement. Such salary shall remain in effect during the designated periods.

B. A full year's credit will be counted for outside experience of 135 to 180 full consecutive days. At the time of initial employment, credit toward placement on the salary step will be given for each year taught. Until verification of both experience and degree has been made, the teacher will be placed at the BA-O step of the salary schedule. Experience elsewhere shall be prorated as follows:

**PUBLIC**

<u>Years Experience</u> <u>Elsewhere</u>	<u>Salary Step Credit</u>
0	0
1-2	1
3-4	2
5-8	3
9-10	4
11 or more	5

**NON-PUBLIC**

0-2	0
3-5	1
6-10	2
11 +	3

C. A teacher with more than 135 consecutive days teaching experience in a given year shall be moved up one full step on the salary schedule at the beginning of the school year. A teacher with more than 70 consecutive days teaching experience in a given year shall be moved up one-half (1/2), step on the salary schedule at the beginning of the following school year.

D. Advancement to the next level on the salary schedule shall be effective at the beginning of the school year and after completion of the first half of the school year upon the presentation to the Superintendent proof of completion of credits or degrees. Such proof must be submitted before October 1, for the beginning of the school year and on or before March 1, for the second half of the school year.

E. As of September 1, 2003, any new graduate course credits earned beyond the MA level, or new college credits earned beyond the MA level that meet the state continuing education requirements, shall be applied for compensation on the MA + 15 or MA + 30 level salary schedule. As of September 1, 2003, any other new course work credited beyond the MA level may be applied for compensation on the MA + 15 or MA + 30 level salary schedule

subject to approval by the superintendent.

F. The Master Contract Hourly Rate for teaching in addition to the teacher's regular schedule is defined in Appendix D.

G. All professional teaching assignments of 12 months duration shall be compensated at the rate of 1.33 of the appropriate step on the current salary schedule, compensation will continue on the basis of the previous contract until such time as the new agreement is ratified. The difference in pay will be retroactive to the beginning of the individual's current contract. Whether a contract is a 12-month contract or a rider issued to a regular contract shall be at the discretion of the Board of Education and its representative.

H. Each teacher shall receive an increment of \$400 after accumulating 11 years of seniority in the District and an increase of \$500 after years 15, 20, 25. Longevity pay shall be included in the annual salary for teachers who qualify and shall be considered a part of the teacher's base salary. All seniority is lost if there is a severance of employment and a break in service.

I. Non-professional duties may be refused by the involved teacher.

J. Upon leaving the employment of the district after ten years, a teacher shall be reimbursed for all accumulated sick leave. Such reimbursement shall be computed by multiplying the number of unused sick days times \$35 per day for 2003-04 and \$40 per day for 2004-05. Payment will be made at the time of severance of employment.

ARTICLE XXII  
INSURANCE PROTECTION

A. The Board shall provide to all full time teachers insurance protection on one of the following plans. The Board will provide fully-paid MESSA Choices II for 08-09, 09-10, 10-11. For the 2011-12 school year, the table on the following page will be in effect. Employees who enroll in Super Care 1 will pay the difference in the illustrated premium rates between Super Care 1 and Choices II.

Any insurance premiums required to be paid by the employees will be on a pre-tax basis.

MESSA SUPER CARE 1 PAK/MESSA CHOICES

Plan A for those needing health insurance

- Super Care 1 or MESSA Choices
- Delta Dental 80/80/50 \$1,000 maximum ortho
- Life Insurance \$40,000 AD&D
- Vision VSP2
- \*MESSA (LTD)

Plan B for those not needing health insurance

- A two thousand dollar (\$2,000.00) per contract year subsidy to apply to MESSA options or tax sheltered annuity
- Delta Dental (same as plan A)
- Life Insurance \$40,000 AD & D
- Vision (same as plan A)
- \*MESSA (LTD)
  
- \*MESSA Long Term Disability (LTD) for plans A and B
  - 66.6% of pay to max of \$3,500 per month
  - 120 day waiting period
  - freeze on offsets
  - 2 year limit on drug/alcohol and mental/nervous disabilities

OR

MESSA CHOICES II

Prescriptions \$10 generic, \$20 brand name for both MESSA Super Care I or MESSA Choices II.

Employees shall have the following riders: \$5 office visit, \$10 urgent care, and \$25 emergency room.

During the 2010-11 school year, employees will have a deductible of \$100 for single subscriber, and \$200 for full family.

During the 2011-12 school year, employees will have a deductible fo \$200 for single subscriber, and \$400 for full family. Additionally, employees will make a premium contribution for their first 21 pays of:

- \$25 per pay, if MESSA rates increase up to 11% from previous year.
- \$30 per pay, if MESSA rates increase from 11.01% to 17% from previous year.
- \$35 per pay, if MESSA rates increase from 17.01% to 22% from previous year.
- \$40 per pay, if MESSA rates increase over 22.01% from previous year.

Absent a successor agreement, CEA members will pay an additional premium contribution of \$10 per pay.

New employees shall be offered MESSA Choices II during the first two years of employment. Thereafter, these employees will have the same option of Super Care 1 or Choices II.

B. The Board shall make payment of insurance premiums for each employee to assure insurance coverage for the full twelve month period commencing September 1, and ending August 31, for all employees who complete their contractual obligation. If an employee terminates his/her employment for reasons other than illness prior to June, his/her subsidy shall terminate on the first of the month following. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In instances where the cost of the coverage exceeds the amount of the subsidy, the School Board shall make provisions for the excess to be payroll deducted.

C. For purposes of clarification, it is understood that for each trimester worked, four (4) months of benefits will be paid by the Board.

D. The Board shall provide to part-time teachers either Plan B or they shall pay the portion of Plan A according to their part-time status (50% working status – Board pays 50% of Plan A, 75% working status – Board pays 75% of Plan A., etc.).

E. For the 2010-11 and 2001-12 school years, the Board and Association agree to form a committee to health insurance options. The committee will be comprised of up to 6 CEA members and up to 4 Board representatives. The committee will meet at least two times per contract year, beginning in 2010-11. Other members may be invited to participate if mutually agreed. Committee members shall report to their respective parties.

ARTICLE XXIII  
DEPARTMENT HEADS K-12

A. Divisions of departments

1. Language arts
2. Fine arts
3. Math
4. Physical education/health
5. Science
6. Social studies
7. Vocational
8. Special Education
9. High School North Central Chairpersons (two positions)
10. Middle School North Central Chairpersons (two positions)
11. Elementary School North Central Chairpersons (two positions)

All teachers shall work in at least one of the above departments.

B. A job description for this position will formally be adopted by the Board.

C. Department heads must best meet the following:

1. Tenure teacher
2. Major or minor field and/or Highly Qualified

D. Selection

1. Position posted in May and filled for two school years.
2. After five (5) days, a committee composed of the building principals, the curriculum director and three (3) representatives from the Association will meet and, if possible, select two (2) candidates for each position.
3. Final selection of the department heads will be made by the superintendent.
4. The final selection of department heads will not be later than July 1.

E. The stipend for Department Heads shall be 5% paid on the BA/BS 4 Step Salary Schedule.

ARTICLE XXIV  
DURATION OF AGREEMENT

The terms and conditions of this agreement shall be effective as of August 21, 2008, and shall continue in effect until August 20, 2012. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Race to the Top

The parties agree to negotiate the impact of the legislation commonly referred to as Race to the Top (series of bills titled Michigan Integrated Education Reform Acts), prior to implementation of any practice that would affect any mandatory subjects of bargaining.

ULP Decision

Members will be "made whole" according to the ALJ's recommendation.

BOARD OF EDUCATION NEGOTIATION TEAM

\_\_\_\_\_  
DALE STUEVER

\_\_\_\_\_  
JERRY JENNEX

\_\_\_\_\_  
GENE SINDA

\_\_\_\_\_  
DEBORAH LEWIS

CAPAC EDUCATION ASSOCIATION

\_\_\_\_\_  
THOMAS MANNEY

\_\_\_\_\_  
FLORENCE RUHMANN

\_\_\_\_\_  
LORI CAUGHEL

\_\_\_\_\_  
BRIDGET WHITICAN

\_\_\_\_\_  
KATHERINE GOESCHEL

\_\_\_\_\_  
DEBORAH WESTON

\_\_\_\_\_  
TRACY BROOKS, UNISERV DIRECTOR

Date of signing:

APPENDIX A

CAPAC SCHOOL DISTRICT  
GRIEVANCE PROCEDURE REPORT

Submit in Triplicate

STEP I

A. Date problem was informally discussed with supervisor

STEP II

- A. Date cause of grievance occurred
- B. Date grievance was given in writing to supervisor
- C. Statement of grievance and relief sought

\_\_\_\_\_/\_\_\_\_\_  
 Signature of Grievant                      Date

D. Disposition of supervisor

\_\_\_\_\_/\_\_\_\_\_  
 Signature of Supervisor                      Date

E. Grievant and association position

\_\_\_\_\_/\_\_\_\_\_  
 Signature of Grievant                      Date

\_\_\_\_\_/\_\_\_\_\_  
 Signature of Association                      Date



STEP III

- A. Date received by superintendent or designee
- B. Disposition of superintendent or designee

\_\_\_\_\_/   
Signature Date  
C. Position of grievant and association

\_\_\_\_\_/   
Signature of grievant Date  
\_\_\_\_\_/ \_\_\_\_\_   
Signature of Association Date

STEP IV

- A. Date received by board of education or designee
- B. Disposition by board

\_\_\_\_\_/   
Signature Date  
C. Position of association

\_\_\_\_\_/   
Signature of Grievant Date  
\_\_\_\_\_/ \_\_\_\_\_   
Signature of Association Date

STEP V

- A. Date submitted to arbitration
- B. Decision of arbitrator attached.

APPENDIX B  
CAPAC COMMUNITY SCHOOL DISTRICT  
CALENDAR 2005-2006

August 24	New Teacher Orientation
August 25	Teacher Administration Program
August 29	Classes Begin K-12
September 2	No School
September 5	Labor Day – No School
September 6	Classes Resume
October 31	½ Day for Students, Teacher In-service ½ Day End of First Marking Period (44 Days)
November 9	½ Day Students, Conferences 12:30-3 p.m. and 5:30-8:30 p.m.
November 10	½ Day Students, Conferences 12:30-3 p.m. and 5:30-8:30 p.m.
November 11	*No School Students/Teachers
November 24-25	Thanksgiving Recess
November 28	No School Students, Teacher In-service All Day
November 29	Classes Resume
December 21	Holiday Break Begins End of Day
January 3	No School students, Teacher In-service All Day
January 4	Classes Resume
January 20	½ Day for Students, ½ Records Day Teachers End of Second Marking Period (46 Days)
February 17-20	Winter Recess
February 21	No School for Students, Teacher In-service All Day
February 22	Classes Resume
March 16	½ Day Students Parent/Teacher Conferences 12:30-3 p.m., 5:30-8:30 p.m.
March 17	½ Day Students and Teachers
March 24	End of Third Marking period (42 Days)
April 14-21	Spring Break
April 24	Classes Resume
May 5	½ Day Students, Teacher In-service p.m.
May 29	Memorial Day, No School
May 30	Classes Resume
June 8	½ Day Students, ½ Day Teacher Records End of Fourth Marking Period (47 Days)

APPENDIX B  
CAPAC COMMUNITY SCHOOL DISTRICT  
CALENDAR

\*NOTE: Change in parent/teacher conference schedule (adding evening hours on the second day and eliminating morning conference hours on the third day which is normally counted as a work day) shall not be construed as a permanent reduction in actual teacher work days for future calendars.

NUMBER OF STUDENT DAYS

August	0
September	18
October	18 + 3 half days
November	19
December	12 + 1 half day
January	21
February	17
March	22 + 1 half day
April	12 + 2 half days
May	20 + 1 half day
June	<u>10+ 1 half day</u>
	169 full + 9 half days

	<u>FULL DAYS</u>	<u>HALF DAYS</u>
High School	169	9
Middle School	169	9
Elementary School	169	9

182 Teacher Work Days  
183 New Teacher Work Days

SNOW DAY MAKE UP

If snow days occur over what the state allows, they will be made up at the end of the school year.

REDUCTIONS IN STATE REQUIRED STUDENT INSTRUCTION

Reduction in State required student instruction time will occur at the end of the school year.

Any reduction in the state required professional development time will result in the same reduction of required professional development time from the teacher calendar, so long as the reduction does not impact the student instruction time or cause a reduction in state aid. A reduction in professional development from the calendar shall become duty free and will not impact the yearly salary schedule.

APPENDIX B  
CAPAC COMMUNITY SCHOOL DISTRICT  
CALENDAR 2005-2006 (CONTINUED)

IN-SERVICE DAYS

Two half-day and 4 full-day in-services have been tentatively scheduled. One in-service may be extended to 3:42 p.m. and will be counted as a staff meeting.

PROFESSIONAL DEVELOPMENT HOURS

Approved professional development attended outside of scheduled school hours may be used in lieu of scheduled in-service time to a maximum of 6 hours.

APPENDIX B  
CAPAC COMMUNITY SCHOOL DISTRICT  
CALENDAR 2006-2007

August 28	New Teacher Orientation
August 29	Teacher In service All Day
August 30	Teacher Administration Program
September 4	Labor Day
<b>September 5</b>	<b>Classes Begin K-12</b>
October 31	½ Day for Students, Teacher In-service ½ Day
November 3	End of First Marking Period (44 Days)
November 8	½ Day Students, Conferences 12:30-3 p.m. and 5:30-8 p.m.
November 9	½ Day Students, Conferences 12:30-3 p.m. and 5:30-8 p.m.
November 10	No School Students/Teachers
November 22	½ Day Students and Teachers
<b>November 23-24</b>	<b>Thanksgiving Recess</b>
November 27	No School Students, Countywide Teacher In-service
November 28	Classes Resume
<b>Dec. 21-Jan. 2</b>	<b>Holiday Break</b>
<b>January 3</b>	<b>Classes Resume</b>
<b>January 19</b>	<b>½ Day For Students, ½ Records Day Teachers</b>
	<b>End of Second Marking Period (42 Days)</b>
<b>February 16-19</b>	<b>Winter Recess</b>
February 20	No School Students, Countywide Teacher In-service All
February 21	Classes Resume
March 15	½ Day Students
	Parent Teacher Conferences 12:30-3 p.m., 5:30-8 p.m.
March 16	½ Day Students and Teachers
March 30	End of Third Marking Period (47 Days)
<b>April 6-13</b>	<b>Spring Break</b>
April 16	Classes Resume
May 4	½ Day Students, ½ Day Teacher In-service p.m.
May 28	Memorial Day, No School
May 29	Classes Resume
June 12	½ Day Students, ½ Day Teacher Records
	End of Fourth Marking Period (45 Days)

APPENDIX B  
CAPAC COMMUNITY SCHOOL DISTRICT  
CALENDAR 2006-2007 (CONTINUED)

**NOTE:** Dates in bold coincide with St. Clair County RESA's planned calendar breaks. This calendar shows 4 full-day and 2 half-day teacher in-service days.

169 Full Student Days + 9 Half Student Days = 178 Days  
 182 Teacher Work Days  
 183 New Teacher Work Days  
 1 less teacher/student day (182 days teachers/178 days students)

\*NOTE: Change in parent/teacher conference schedule (adding evening hours on the second day and eliminating morning conference hours on the third day which is normally counted as a work day) shall not be construed as a permanent reduction in actual teacher work days for future calendars.

NUMBER OF STUDENT DAYS

August	0
September	19
October	21 + 1 half day
November	15 + 3 half days
December	14
January	20 + 1 half day
February	17
March	20 + 2 half days
April	15
May	21 + 1 half day
June	<u>7 + 1 half day</u>
Total	169 + 9 half days

	<u>FULL DAYS</u>	<u>HALF DAYS</u>
High School	169	9
Middle School	169	9
Elementary School	169	9

SNOW DAY MAKE UP

If snow days occur over what the state allows, they will be made up at the end of the school year.

REDUCTIONS IN STATE REQUIRED STUDENT INSTRUCTION

Reduction in State required student instruction time will occur at the end of the school year.

APPENDIX B  
CAPAC COMMUNITY SCHOOL DISTRICT  
CALENDAR 2006-2007 (CONTINUED)

Any reduction in the state required professional development time will result in the same reduction of required professional development time from the teacher calendar, so long as the reduction does not impact the student instruction time or cause a reduction in state aid. A reduction in professional development from the calendar shall become duty free and will not impact the yearly salary schedule.

IN-SERVICE DAYS

Two half-day and 4 full-day in-services have been tentatively scheduled. One in-service may be extended to 3:42 p.m. and will be counted as a staff meeting.

PROFESSIONAL DEVELOPMENT HOURS

Approved professional development attended outside of scheduled school hours may be used in lieu of scheduled in-service time to a maximum of 6 hours.

APPENDIX B  
CAPAC COMMUNITY SCHOOL DISTRICT  
CALENDAR 2007-2008

(182 days teachers/178 days students)

\*NOTE: Change in parent/teacher conference schedule (adding evening hours on the second day and eliminating morning conference hours on the third day which is normally counted as a work day) shall not be construed as a permanent reduction in actual teacher work days for future calendars.

NUMBER OF STUDENT DAYS

August	
September	
October	
November	
December	
January	
February	
March	
April	
May	
June	
Total	169 + 9 half days

	<u>FULL DAYS</u>	<u>HALF DAYS</u>
High School	169	9
Middle School	169	9
Elementary School	169	9

SNOW DAY MAKE UP

If snow days occur over what the state allows, they will be made up at the end of the school year.

REDUCTIONS IN STATE REQUIRED STUDENT INSTRUCTION

Reduction in State required student instruction time will occur at the end of the school year.

Any reduction in the state required professional development time will result in the same reduction of required professional development time from the teacher calendar, so long as the reduction does not impact the student instruction time or cause a reduction in state aid. A reduction in professional development from the calendar shall become duty free and will not impact the yearly salary schedule.



APPENDIX B  
CAPAC COMMUNITY SCHOOL DISTRICT  
CALENDAR 2007-2008 (CONTINUED)

IN-SERVICE DAYS

Two half-day and 4 full-day in-services have been tentatively scheduled. One in-service may be extended to 3:42 p.m. and will be counted as a staff meeting.

PROFESSIONAL DEVELOPMENT HOURS

Approved professional development attended outside of scheduled school hours may be used in lieu of scheduled in-service time to a maximum of 6 hours.

## PROFESSIONAL DEVELOPMENT HOURS

The State of Michigan now requires that every hour of Professional Development be documented for each teacher. New teachers (1-3 yr.) must use this form to list their professional development hours and cannot opt out of any Capac in-service. Teachers with more than 3 years in the district must use this form if they wish to replace up to 6 hours Capac District in-service hours with outside of school hours conference time. All conferences based with replacement hours must have been previously approved by the superintendent. Use the following codes for type of conference hours.

### Definitions:

1. **Sustained, work-embedded, focused on teacher growth, directly related to student achievement.** The number of hours of professional development acquired through collegial work at the building, district, or regional level that relates to student achievement. Professional development must be connected to the School Improvement Plan.
2. **Mentoring or being mentored.** The number of hours of professional development the teacher acquired for the purpose of advancing mentoring skills or advancing classroom skills of a new teacher during his/her first three years in the profession.
3. **Workshops or conferences.** The number of hours of participation in one-day or short-term professional development provided by LEAs, ISDs, higher education institutions, regional math/science centers, professional organizations, etc.
4. **Coursework.** The number of hours of professional development acquired through continuing education courses taken for credit at an institution of higher education.
5. **Highly qualified status.** The number of hours of content-specific professional development acquired for the purpose of documenting highly qualified status.
6. **State-level or institution of higher education content-specific service or committee.** The number of hours of professional development acquired through state-level or institution of higher education content-specific service or committee.
7. **Virtual learning.** The number of hours of content-specific professional development through online delivery or other distance learning experiences.
8. **Administrator continuing education.** The number of hours of leadership professional development acquired for the purpose of fulfilling the continuing educational requirements of administrators



**APPENDIX B  
DAYS AND CLOCK HOURS**

**ELEMENTARY SCHOOL**

Full Day – 8:03 a.m. to 2:50 p.m. = 6 hours 47 minutes = 407 minutes  
 - 35 minutes student lunch  
 372 minutes/day

Half Day – 8:03 a.m. to 11:43 a.m. = 3 hours 40 minutes = 220 minutes/half day

		372 minutes		220 minutes	
		<u>X169 full days</u>	+	<u>x 9 half days</u>	
		62,868 minutes		1,980 minutes	= 64,848 minutes/60 per hour = 1,080.8 hours

**MIDDLE SCHOOL**

Full Day – 7:55 a.m. to 2:42 p.m. = 6 hours 47 minutes = 407 minutes  
 - 35 minutes student lunch  
 372 minutes/day

Half Day – 7:55 a.m. to 11:30 a.m. = 3 hours 35 minutes = 215 minutes

		372 minutes		215 minutes	
		<u>X169 full days</u>	+	<u>x 9 half days</u>	
		62,868 minutes		1,935 minutes	= 64,803 minutes/60 per hour = 1080.5 hours

**HIGH SCHOOL**

Full Day – 8:05 a.m. to 2:52 p.m. = 6 hours 47 minutes = 407 minutes  
 - 35 minutes student lunch  
 372 minutes/day

Half Day – 8:05 a.m. to 11:45 a.m. = 3 hours 40 minutes = 220 minutes

		372 minutes		220 minutes	
		<u>X169 full days</u>	+	<u>x 9 half days</u>	
		62,868 minutes		1,980 minutes	= 64,848 minutes/60 per hour = 1080.8 hours

<b>2006-07 and 2007-08</b>	<b>169 full days</b>	<b>9 half days</b>
<b>Elementary</b>	<b>1080.8 hours</b>	
<b>Middle</b>	<b>1080.05 hours</b>	
<b>High</b>	<b>1080.8 hours</b>	

The Board agrees that should additional student instructional time not be required by the state in the second year of the contract, the Capac Schools will meet the minimum state required hours and not add any additional days as listed above for that particular year.

APPENDIX C  
CAPAC COMMUNITY SCHOOLS  
SALARY SCHEDULE

**2008-09 (0%)**

<u>STEP</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	33,897	35,590	37,263	38,979	40,680
1	36,506	38,223	39,935	41,653	43,365
2	39,114	40,851	42,586	44,318	46,055
3	41,727	43,480	45,240	46,991	48,752
4	44,337	46,114	47,889	49,663	51,440
5	46,946	48,742	50,540	52,338	54,128
6	49,554	51,370	53,189	55,002	56,824
7	52,165	54,006	55,840	57,678	59,514
8	54,774	56,633	58,493	60,348	62,204
9	57,379	59,264	61,145	63,020	64,902
10	62,301	64,276	66,244	68,221	70,189

**2009-10 (0%)**

<u>STEP</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	33,897	35,590	37,263	38,979	40,680
1	36,506	38,223	39,935	41,653	43,365
2	39,114	40,851	42,586	44,318	46,055
3	41,727	43,480	45,240	46,991	48,752
4	44,337	46,114	47,889	49,663	51,440
5	46,946	48,742	50,540	52,338	54,128
6	49,554	51,370	53,189	55,002	56,824
7	52,165	54,006	55,840	57,678	59,514
8	54,774	56,633	58,493	60,348	62,204
9	57,379	59,264	61,145	63,020	64,902
10	62,301	64,276	66,244	68,221	70,189

**2010-11 (0%)**

<u>STEP</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	33,897	35,590	37,263	38,979	40,680
1	36,506	38,223	39,935	41,653	43,365
2	39,114	40,851	42,586	44,318	46,055
3	41,727	43,480	45,240	46,991	48,752
4	44,337	46,114	47,889	49,663	51,440
5	46,946	48,742	50,540	52,338	54,128
6	49,554	51,370	53,189	55,002	56,824
7	52,165	54,006	55,840	57,678	59,514
8	54,774	56,633	58,493	60,348	62,204
9	57,379	59,264	61,145	63,020	64,902
10	62,301	64,276	66,244	68,221	70,189

APPENDIX C  
CAPAC COMMUNITY SCHOOLS  
SALARY SCHEDULE

\*Delayed step increase for half of the school year. Proper credit for full step at the end of the school year. Half step increase shall be paid beginning with the 14<sup>th</sup> pay period for 26 pays. Half step increase shall be paid beginning with the 11<sup>th</sup> pay period for 21 pays.

<b>2011-12 (0%)</b>					
<u>STEP</u>	<u>BA</u>	<u>BA+18</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
0	33,897	35,590	37,263	38,979	40,680
1	36,506	38,223	39,935	41,653	43,365
2	39,114	40,851	42,586	44,318	46,055
3	41,727	43,480	45,240	46,991	48,752
4	44,337	46,114	47,889	49,663	51,440
5	46,946	48,742	50,540	52,338	54,128
6	49,554	51,370	53,189	55,002	56,824
7	52,165	54,006	55,840	57,678	59,514
8	54,774	56,633	58,493	60,348	62,204
9	57,379	59,264	61,145	63,020	64,902
10	62,301	64,276	66,244	68,221	70,189

\$100/\$200 off-schedule to be paid the 1<sup>st</sup> pay in March.

\*Delayed step increase for half of the school year. Proper credit for full step at the end of the school year. Half step increase shall be paid beginning with the 14<sup>th</sup> pay period for 26 pays. Half step increase shall be paid beginning with the 11<sup>th</sup> pay period for 21 pays.

Absent a successor agreement, teachers would move to next step as normal at the beginning of the 2012-13 school year.

APPENDIX D  
EXTRA DUTY SCHEDULE

	<u>Years Experience</u>				
	0	1	2	3	4
<u>GROUP I</u>	10%	10 1/2%	11%	11 1/2%	12%
Head Varsity Boys' Basketball					
Head Varsity Girls' Basketball					
Head Varsity Football					
<u>GROUP II</u>	8%	8 1/2%	9%	9 1/2%	10%
Head Varsity Baseball					
Head Varsity Girls' Softball					
Head Varsity Golf					
Head Varsity Cross Country					
Head Varsity Boy's Track					
Head Varsity Girls' Track					
Head Varsity Volleyball					
Head Varsity Wrestling					
Instrumental Music					
<u>GROUP III</u>	6%	6 1/2%	7%	7 1/2%	8%
Head J. V. Baseball					
Head J. V. Softball					
Head J. V. Boys' Basketball					
Head J. V. Girls' Basketball					
Head 9th Grade Boys' Basketball					
Head 9th Grade Girls' Basketball					
Head J. V. Football					
Head 9th Grade Football					
Head J. V. Volleyball					
Head 9 <sup>th</sup> Grade Volleyball					
Vocal Music					
FFA Advisor					
<u>GROUP IV</u>	5%	5 1/2%	6%	6 1/2%	7%
Assistant Varsity Baseball					
Assistant Varsity Boys' Basketball					
Assistant Varsity Girls' Basketball					
Assistant Varsity Cross Country					
Assistant Varsity Football					
Assistant Varsity Golf					
Assistant Varsity Boys' Track					
Assistant Varsity Girls' Track					
Assistant Varsity Volleyball					
Assistant Varsity Wrestling					

APPENDIX D  
EXTRA DUTY SCHEDULE (CONTINUED)

	Years Experience				
	0	1	2	3	4
<u>GROUP IV</u>	5%	5 1/2%	6%	6 1/2%	7%
Assistant Varsity Softball					
Head 8th Grade Boys' Basketball					
Head 8th Grade Boys' Track					
Head 8th Grade Football					
Head 8th Grade Girls' Basketball					
Head 8th Grade Girls' Track					
Head 8th Grade Girls' Volleyball					
Head 8 <sup>th</sup> Grade Wrestling					
Head 7th Grade Boys' Basketball					
Head 7th Grade Boy's Track					
Head 7th Grade Football					
Head 7th Grade Girl's Basketball					
Head 7th Grade Girl's Track					
Head 7th Grade Girls' Volleyball					
Head 7 <sup>th</sup> Grade Wrestling					
High School Intramural					
Middle School Intramural					
Varsity Cheerleading					
<u>GROUP V</u>	4%	4 1/2%	5%	5 1/2%	6%
Assistant J. V. Boys' Basketball					
Assistant J. V. Football					
Assistant J. V. Girls' Basketball					
Assistant J. V. Volleyball					
Assistant 9th Grade Boys' Basketball					
Assistant 9th Grade Football					
Assistant 9th Grade Girls' Basketball					
Assistant 8th Grade Boys' Basketball					
Assistant 8th Grade Boys' Track					
Assistant 8th Grade Football					
Assistant 8th Grade Girls' Basketball					
Assistant 8th Grade Girls' Track					
Assistant 8 <sup>th</sup> Grade Volleyball					
Assistant 8 <sup>th</sup> Grade Wrestling					
Assistant 7th Grade Boys' Basketball					
Assistant 7th Grade Boys' Track					
Assistant 7th Grade Football					
Assistant 7th Grade Girls' Basketball					
Assistant 7th Grade Girls' Track					
Assistant 7 <sup>th</sup> Grade Volleyball					



APPENDIX D  
EXTRA DUTY SCHEDULE (CONTINUED)

	Years Experience				
	0	1	2	3	4
<u>GROUP V</u>	4%	4 ½%	5%	5 ½%	6%
Assistant High School Intramural					
Assistant Middle School Intramural					
Debate					
Forensics					
Girls' Athletic Association					
High School Play (per play)					
High School Student Council					
Business Professionals of America					
Quiz Bowl					
7 <sup>th</sup> and 8 <sup>th</sup> Grade Cheerleading					
Junior Varsity Cheerleading					
9 <sup>th</sup> Grade Cheerleading					
 <u>GROUP VI</u>	 3 1/2%				
High School Newspaper					
High School Yearbook					
Junior High Student Council					
Middle School Student Council					
 <u>GROUP VII</u>	 2 1/2%				
Senior Class Sponsor (2)					
Junior Class Sponsor (2)					
SADD					
Safety Patrol					
National Honor Society					
 <u>GROUP VIII</u>	 1 1/2%				
Sophomore Class Sponsor (2)					
Freshman Class Sponsor (1)					
8th Grade Class Sponsor (1)					
7th Grade Class Sponsor (1)					
Mentor Teacher					
 <u>GROUP IX</u> - Master Contract Hourly Rate	 .0472%				
After School Clubs/Activities that have been pre-approved by the Superintendent					

APPENDIX D  
EXTRA DUTY SCHEDULE (CONTINUED)

A. The above percentages will be paid on the BA/BS 4 Step of the Salary Schedule. Non-bargaining unit employees without a teaching certificate hired after August 20, 1992, will receive .5% less than indicated in Appendix D. Any non-certified personnel currently employed in any extra-duty assignment will be considered grandfathered into any other extra-duty assignment and will not be affected by the .5% reduction.

B. If a person is promoted within the system from a position to a Head Varsity position within the same sport, one year of experience shall be applied for every two years experience in that position. All other promotions within the same sport shall treat experience at par.

C. Upon recommendation of the athletic director, head coach, high school principal and with Board approval, assistant coaches shall be provided for each sport when the program warrants such action.

D. Whenever the future of an extra curricular activity is jeopardized by low numbers of student participants, a meeting of the athletic director, high school principal, head coach, and union president or designee shall be held to develop a recommendation for restructure or cancellation of the program. Restructuring may include salary, scheduling, transportation, responsibilities, and other factors. In cases of activities other than sports, a meeting will be held and a recommendation will be developed by the relevant parties involved. The Board has the right to accept or reject the above recommendation.

E. Adult Education, Summer School and Saturday School teachers will be paid \$15 per hour the first year and then as follows:

\$19

F. Driver Education teachers will be paid per hour accordingly:

\$22

**APPENDIX E**  
**EFFECTIVE 1994-95**

**ADMINISTRATIVE GUIDELINES FOR PROFESSIONAL STAFF EVALUATION**

I. CLASSROOM ORGANIZATION AND MANAGEMENT

- Shows evidence of good planning and organization for the mechanics of classroom routine.
- Keeps adequate lesson plans
- Makes adequate provision for substitute teacher
- Sows responsibility for care of physical aspects of classroom and all equipment
- Develops safety routine appropriate to the situation

II. RESPONSIBILITY FOR STUDENT CONTROL AND DISCIPLINE

- Demonstrates group control
- Handles discipline problems appropriately; is fair and consistent; seeks help when needed.

III. METHODS OF INSTRUCTION

- Selects and uses appropriate materials
- Demonstrates ability to adjust plan to changing circumstances
- Exposes pupils to a variety of materials and experiences, texts, supplementary materials, audio-visual materials, field trips, community resources, and evaluative tests appropriate for subject and/or grade level

IV. INSTRUCTIONAL PROGRAM/CURRICULUM SUITABLE TO STUDENT NEEDS AS OUTLINED IN CURRICULUM GUIDE

- Follows course of study for appropriate subject area and/or grade level
- Shows evidence of planning
- Makes clear and appropriate assignments
- Encourages independent and critical thinking
- Uses test results and other student responses to assess instructional effectiveness and student progress

V. RELATIONSHIP WITH PARENT – STAFF – ADMINISTRATION

- Recognizes the value of personal conferences with parents
- Is sensitive to and considerate of the feeling and opinions of parents
- Works effectively and has established positive relationships with teacher and administration

VI. PROFESSIONAL CHARACTERISTICS

- Carries out administrative directives
- Handles confidential data appropriately
- Recognizes suggestions or improvement
- Respects opinions of others
- Demonstrates flexibility
- Is prompt and punctual in carrying out responsibilities
- Handles routine matters such as attendance, reports, bulletins, announcements, homeroom obligations and report cards appropriately
- Uses proper vocabulary and English
- Knowledge of subject area
- Communicates appropriately with students

VII. EVALUATION OF PUPIL PROGRESS

- Utilizes appropriate classroom tests and accepts responsibility for their proper administration
- Maintains adequate and accurate records of pupils' achievements
- Organizes and utilizes a fair, effective, and understandable system of evaluation of achievement
- Makes realistic application of adopted grading scale
- Uses good judgement, common sense and consistency in pupil evaluation

APPENDIX E

CAPAC COMMUNITY SCHOOLS

TEACHER EVALUATION FORM

Evaluation Period \_\_\_\_\_ School Year \_\_\_\_\_ Building \_\_\_\_\_

Teacher \_\_\_\_\_

Status: Tenure \_\_\_\_ Probationary: \_\_\_\_ 1 yr. \_\_\_\_ 2 yrs. \_\_\_\_ 3 yrs. \_\_\_\_ 4 yrs.

Grade/Subject \_\_\_\_\_

Date of Pre-observation Conference \_\_\_\_\_

Observation Date(s) \_\_\_\_\_

Post-observation Conference: \_\_\_\_\_ Evaluation Date \_\_\_\_\_

Observation Notes:

**APPENDIX E**  
**CAPAC COMMUNITY SCHOOLS**  
**Evaluation Form - Professional Staff**

Teacher \_\_\_\_\_

School \_\_\_\_\_

Subject/Grade: \_\_\_\_\_

Evaluation (circle one) 1 2 3

Probationary \_\_\_\_\_ Tenure \_\_\_\_\_

Categories 1 thru 7 shall be based upon the criteria attached hereto.

1. Classroom Organization and Management	Not Applic.	Satis- factory	Unsatis- factory
2. Responsibility for Student Control and Discipline			
3. Methods of Instruction			
4. Instructional Program/Curriculum Suitable to Student Needs			
5. Relationship with Parents, Staff and Administration			

6. Professional Characteristics	Not Applic.	Satis- factory	Unsatis- factory
7. Evaluation of Pupil Progress			

The summary statement will identify specific areas of strength, and/or concerns and suggestions for improvement. This summary statement may include comments related to the above seven categories. Incidents, behaviors or events observed during the formal observation or previously documented on an EPR form may be included.

Principal Comments:

Continuation of principal's comments may be attached to this form. Teachers may attach comments as provided by Article X.

OVERALL RATING:                      Satisfactory \_\_\_                      Unsatisfactory

Recommendations by Supervisor:

PROBATIONARY TEACHER

- Check if Interim Evaluation
- Recommended for Second Annual Contract
- Recommended for Third Annual Contract
- Recommended for Fourth Annual Contract
- Recommended for Tenure
- Not Recommended for Contract Renewal

TENURE TEACHER

- Recommended for Contract Renewal
- Not Recommended for Contract

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

APPENDIX F

EMPLOYEES PERFORMANCE RECORD

DATE OF HIRE \_\_\_\_\_ EMPLOYEE \_\_\_\_\_

SUPERVISOR \_\_\_\_\_ CLASSIFICATION \_\_\_\_\_

Date	Plus Performance	Initial	Date	Minus Performance	Initial

INSTRUCTIONS TO SUPERVISOR:

This is a record of informal observation. Record only such incidents, plus or minus, that have been personally discussed with the employee. Make all incident entries after discussion with the employee. This is a factual report. Employee and supervisor to initial each entry.

