

AGREEMENT

BY AND BETWEEN

THE

BOARD OF EDUCATION OF CARSONVILLE-PORT SANILAC SCHOOLS

AND THE

*CARSONVILLE-PORT SANILAC EDUCATION ASSOCIATION/
TRI-COUNTY BARGAINING ASSOCIATION*

July 1, 2009 - June 30, 2010

CPSEA Master Agreement 2009-2010

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This agreement entered into this 1st day of July, 2009 by and between the School District of Carsonville - Port Sanilac, Carsonville, Michigan, hereinafter called the "Board," and the Tri-County Bargaining Association/MEA/NEA, hereinafter called the "Association."

WITNESSETH

WHEREAS, the parties have a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all certified teachers, and all counselors-under contract with the Carsonville-Port Sanilac Board of Education but excludes the superintendent, assistant superintendent, community education directors, substitutes, business managers, principals, assistant principals, and all others.
- B. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the teaching staff are vested in the Board and in the Superintendent when so delegated by the Board.

ARTICLE II

MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electors of the district, hereby, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE III

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby recognizes that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other fringe benefits for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or

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coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms of conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict any teacher rights acquired under the Michigan General School Laws or other applicable laws and regulations.
- C. Teachers may use school buildings the same as any other public group in the school district. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members upon approval of the Administration.
- D. Duly authorized representatives of the Association and respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided it shall not interfere with or interrupt normal school operations, and upon receiving approval of the Superintendent or designee.
- E. The Association shall have the right to request the use of school facilities and equipment including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- F. The Board agrees to make available to the Association, in response to reasonable requests, information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements as presented to the Board, and allocations including county allocation board budgets, agendas and minutes of all Board meetings, financial reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing the intelligent, accurate, informed, and constructive programs on behalf of the teachers.
- G. Upon written request, the Association will be given information available on new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed, or under consideration. Upon written request the Association may be given the opportunity to confer with the Board on these matters
- H. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- I. Teachers shall be entitled to full rights of citizenship. No religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of a teacher is not within the appropriate concern or attention of the Board.
- J. With one-week advance notice, up to four (4) days per year shall be granted as released time for Association business for the purpose of attendance at Association meetings and conferences. The Association shall pay for the substitutes hired by the District.

ARTICLE IV

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. Such moneys shall be remitted to the Association or its designee no later than twenty (20) days following deduction.
1. The procedure in all cases of non-payment of the service fee shall be as follows:
- a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
 - d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts, as nearly as possible, from the paychecks of the bargaining unit member so affected.
- B. Pursuant to *Chicago Teachers Union v Hudson* 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political - Ideological Expenditures - Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- D. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted

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by the District. Said service fee includes only those amounts permitted by the Agreement and by law. Further, the Association agrees to timely notify the District in the event a Court order is entered restraining the Association from implementing its policy regarding objections to political-ideological expenditures. If, as a result of notice that such an order has been entered, the District intends to suspend involuntary wage deductions under this Article, it shall give timely notice to the Association.

- E. The deduction of membership dues and agency fees shall be, as nearly as possible, equally deducted from eighteen (18) consecutive pays beginning the second pay in September. The Board agrees to promptly remit to the Association, all monies so deducted accompanied by a list of teachers from whom the deductions have been made. Provided, it shall be the responsibility of the Association to annually update the roster of individuals for whom membership or agency fee deductions are to be made, not later than two (2) weeks prior to the second payroll date in September. Changes in the roster due to staff employed after the opening of the school year shall be forwarded to the Board within thirty (30) days of date of hire or return.
- F. The Board shall make payroll deductions, upon written authorization from teachers, for annuities, Credit Union, or any other plans or programs jointly approved by the Association and the Board. The Board shall submit payments to banks/credit unions following each payroll. Payments for approved annuities will be submitted within 14 days following the end of the calendar month from which the deductions were withheld.
- G. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Board for the purpose of complying with the Association's security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association's security/agency shop provisions under this Article.

ARTICLE V TEACHING HOURS AND CLASSLOAD

- A. A teacher's normal teaching hours shall not be more than 15 minutes before morning classes begin until not more than 15 minutes after classes end in the afternoon except, on Fridays or days preceding holidays, teacher's days end 5 minutes after buses leave. Teacher's days shall not exceed 430 minutes, including pre and post school day time, recesses, prep time, noon, and instruction time; except where Article V Paragraph K applies. For both buildings, a normal teaching day shall not exceed 430 consecutive minutes. The teacher's day shall normally not begin prior to 7:00 am and end after 4:30 pm. Teacher Preparation time will not occur prior to or after the student day. It will be the responsibility of the building administrator to inform staff, one week prior to the beginning of school, the start and end of the teacher day and the start and end of the student instructional day.
- B. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than thirty (30) minutes. Any scheduled recess period will be duty-free for Elementary teachers.
- C. The normal weekly teaching load shall provide for preparation/conference time of not less than 250 minutes per week. Teachers' responsibilities during preparation/conference time will be preparation of lessons, meeting with students and parents, conferring with colleagues and administrators, and other job related responsibilities. Conferences, Administrative Meetings, IEPC's and similar meetings shall be cooperatively scheduled in advance unless an unscheduled need arises. Teachers are to remain in their respective buildings during this time, unless excused by their Building Principal. Teachers shall not be assigned students or placed in a supervisory position during their preparation/conference time, excluding emergency substitute assignment referred to in paragraph H of this article.
- D. Prior to June 1, the Elementary Principal will present a tentative "Specials" schedule to the Elementary staff for the following year for review and suggestions. Efforts will be made to schedule maximum

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consecutive minutes whenever possible. "Specials" schedules are subject to change should unforeseen situations occur. One week prior to the start of school, Elementary teachers' schedules will be made available upon request.

- E. Middle and high school teachers shall not be required to have more than five (5) different subject preparations per day. Upon written request by the Association, the Board agrees to provide teacher input into scheduling classes for the coming school year.

With mutual consent between the Secondary teacher and the Administration, a Secondary teacher may be requested to teach more than one course offering per hour.

- F. No departure from these norms shall be made without prior consultation with the teacher and the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- G. No teacher shall be required to teach more than the normal teaching load as set forth in this Article. An extra class may be offered to any teacher during their preparation/conference period. Teachers who accept this teaching period during the preparation/conference period on a semester or annual basis will receive an addition of 1/6 of their respective salaries. Teachers who substitute during their preparation/conference period will receive the Schedule B stipend per conference period.
- H. All Distance Learning classes offered during the school day will be staffed by a CPSEA member. Each Bargaining Unit Member shall receive additional compensation for the supervisory positions when these assignments are above their normal teaching hours. This compensation shall be at the same rate as a "Conference Period Substitute". There will be no reduction in the total number of bargaining unit members employed or the hours worked as a result of distance learning classes.
- I. Any schedule deviating from the traditional 7 period day in the Middle/High School or the traditional elementary day, will include input from the Association.
- J. The faculty will be given one day's notice of meetings, except in cases of emergency. All teachers are to attend and remain in the meeting until or unless excused by the administration.
- K. In the event counselors are required to work prior to the start of the school year or after the end of the normal school year, the principal will determine the amount of time needed. The counselor will be compensated for this service at the same daily rate of pay as received under the current year's Master Agreement.

ARTICLE VI

TEACHING CONDITIONS

The Board and the Association recognize the desirability of distributing student loads equally among teaching staff. Both parties also understand the importance of workable class sizes.

A. Class sizes shall not exceed the following maximums by the third Monday in September and the second Monday in February.

Elementary	K-1	NO SPLITS
	K-3	25
	2-3 split class	22
	3-4 split class	24
	4-6	28
	4-6 split class (4-5) (5-6)	24
7-12	English	28
	Foreign Language	30
	Math	28
	Science	26
	Social Studies	28
	Keyboarding	30
	Business Education	30
	Art	26
	Phys. Educ. & Health	40
	Computers	28
	Video Arts	20
	Publications	25
	Yearbook Publications	25
	Tech Prep	28
	M.S. Exploratory	28
	At Risk Support Program	20
K-12	Special Education	Enrollment will follow State of Michigan Administrative Rules.

1. New registrants will be accepted after the third Monday in September and the second Monday in February of each semester without penalty, for the rest of that semester. The size of the classrooms involved will be balanced within one student.
2. By the third Monday in September and the second Monday in February, no elementary class sizes shall exceed class maximums by more than five (5) students per section.
3. In 7-12 special education inclusion classes, the class size shall not exceed the stated maximums by more than five (5) students.
4. Teachers with more students than the above maximums on the third Monday in September and the second Monday in February, shall be reimbursed at the rate of \$2.00 per hour, per day, for each student over the maximum in 7-12 (excluding all 7-12 inclusion classes) and \$10.00 per day per student in K-6. Such payment shall be retroactive to the first day of the semester and shall be paid for the entire semester. Payment shall be included in the first paycheck following the close of the semester.

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5. It is understood that Special Education class sizes are guided by State of Michigan administrative rules. These rules mandate specific remedies for class size violations. Therefore, Paragraph 4 of this article does not apply to special education classes. Special education teachers will be compensated at the rate of \$2.00 per nearest contact hour, with the particular student(s) that created the overload, only for those days in which they are out of compliance with the law. A contact hour will be equivalent to the secondary unit, which is the time of one secondary class period. Payment shall be included in the first paycheck following the close of the semester.
- B. The Board recognizes that appropriate texts, library references, facilities, maps, globes, lab equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of selection and use of such educational tools. Teachers' recommendations will be considered with final selection by the Board.
- C. The Board will provide a teachers' reference library in each school building in the district, which includes professional publications that are reasonably requested by the teachers. A minimum of \$300 will be set aside for district professional library purchases. These materials shall be accessible to all teachers.
- D. A photocopier will be supplied for teachers' needs in teacher workrooms for the preparation of instructional materials. Also, a computer will be available to teachers for their professional use.
- E. The Board shall provide for each teacher:
 1. A separate desk with lockable drawer space.
 2. Closet space.
 3. Exclusive copies of all teachers' manuals and materials for courses taught.
 4. Storage space in each classroom for instructional materials.
 5. Paper, pencils, pens, erasers, dry erase markers and other material required in daily teaching responsibilities.
 6. Teaching supply budgets which will be calculated at an amount that is not less than \$150 per teacher per building. Teachers will be guaranteed annual input into these expenditures through a collaborative budget process.
 7. Upon request, keys for entry to their building. The keys shall be obtained from their building principal. In these instances, teachers realize that keys in their possession are for their sole use and that they are responsible for the building's security upon their departure. All entries and departures must be logged on appropriate forms during these times. Failure to follow these procedures could result in the loss of this privilege.
 8. Parking space.
 9. Lunch room and restroom facilities.
 10. Telephone facilities for reasonable use. Teachers will reimburse the district for personal long distance calls.

ARTICLE VII

QUALIFICATIONS AND ASSIGNMENTS

- A. Pupils are entitled to be taught by teachers who are working within their areas of certification. Teachers shall not be assigned, except temporarily and for good cause, outside of their majors, minors, teaching certificates, or areas approved by NCA. The Association shall be notified of each exception. Teachers displaced due to the No Child Left Behind Act of 2001 which is a reauthorization of the elementary and secondary Act of 1965 (ESEA), may move into positions for which they are certified, authorized and "Highly Qualified" and for which they rank higher on the seniority list than the present teacher. "Highly Qualified" will be defined as those teachers meeting the State Board of Education requirements or its definition of Highly Qualified. The mandates of No Child Left Behind shall be followed irrespective of any language in this contract to the contrary.

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- B. All teachers shall be given written notice of their tentative elementary grade or secondary subject area(s) assignment(s) for the forthcoming year no later than June 30. In event that changes in the schedule are proposed, all teachers affected shall be notified promptly and consulted when possible. Changes in teachers' assignments will not be made later than August 15 for first semester and December 15 for second semester unless an emergency requires such action and for good cause.
- C. Any assignments in addition to the normal teaching schedule shall be made by mutual agreement of the teacher and administration. Teaching opportunities such as adult education courses, Schedule B activities, and summer school courses shall be posted for a minimum of 5 calendar days. Preference in making such assignments will be given to qualified teacher applicants regularly employed in the district. If qualified district teachers do not apply for such assignments, the Board reserves the right to employ personnel outside the bargaining unit. Assignments shall be made annually.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. A "vacancy" shall be defined as a vacant bargaining unit position, which the Board intends to fill.
- B. Qualified shall be as defined by the standards set forth by the North Central Association, the State of Michigan and No Child Left Behind.
- C. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing. One copy of the request shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought and the applicant's academic qualifications. Such a request shall be renewed, in writing, once each year to assure active consideration.
- D. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them within the District without undue disruption to existing instructional programs. Such a vacancy may be filled on a temporary basis until the end of the normal school year at which time the position will be considered vacant.
- E. Whenever a vacancy arises, the Superintendent shall promptly notify the Association President and post the position on staff room bulletin boards in each building for no less than ten (10) days before the position is filled. Any new positions shall be posted with accompanying job descriptions. The following priorities will prevail in the filling of vacancies:
 - 1. The vacancy in the bargaining unit will first be offered, by way of recall, to bargaining unit members on layoff, who are certified, qualified and who possess sufficient seniority.
 - 2. If the vacancy is not filled pursuant to subsection 1 above, then it will be awarded to a bargaining unit member who is certified and qualified to fill the position. If two applicants have equivalent certification and qualifications, the senior applicant shall be awarded the position.
 - 3. If the vacancy is not filled pursuant to subsections 1 and 2 above, the Board will determine the method of filling the position.
- F. An involuntary transfer will be made only in the case of emergency. An emergency shall be defined as a vacancy occurring after July 1, enrollment changes, or for financial reasons and to prevent undue disruption of the educational process. The Superintendent shall notify, in writing, the affected teacher and the Association of the reason(s) given.

- G. Temporary vacancies, occurring when a bargaining unit member is on approved leave for thirty (30) school days or longer, shall be offered to laid-off bargaining unit members who are certified and qualified to fill such vacancies. Compensation shall be at the substitute rate. Temporary vacancies, for purposes of this section, shall be defined as a vacancy of thirty (30) school days or more but less than one semester.

ARTICLE IX

ILLNESS OR DISABILITY AND PERSONAL BUSINESS

- A. At the beginning of each school year teachers shall be credited with 16 days of sick leave (teachers hired after the 2006-07 school year shall be credited with 13 days) allowance to be used for absences caused by sickness, injury, serious illness or physical disability of the teacher or members of the immediate family defined as mother, father, sister, brother, children, spouse, mother-in-law, or father-in-law. The unused portion of such allowance shall accumulate from year to year to a maximum of 185 days. Current Union Members with more than 185 days will have a freeze on their accumulated sick days. The Board shall furnish a written statement at the beginning of each school year setting forth the total sick days credit.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence by the Board without pay for the duration of such illness or disability, up to the balance of the school year. The leave may be renewed for one year by the Board upon written request of the teacher. Additional sick days may be granted by the Board.
- C. A doctor's certificate may be required to return to work if the absence of a teacher extends beyond ten (10) consecutive school days. If the illness continues beyond ten (10) consecutive school days and the teacher is still receiving sick benefits, a statement from the attending physician shall be presented to the Superintendent attesting to the teacher's disability. This shall be done prior to each pay period and before the issuance of the teacher's pay. Should the Superintendent feel a teacher's absence may not be valid under this article, he may request a meeting with the CPSEA President and the Teacher.
- D. A teacher who is absent due to an injury, which is compensable under Worker's Compensation, may use accumulated sick leave, on a proportional basis, to supplement the benefit received from Worker's Compensation. The amount of expendable income the teacher receives from Worker's Compensation and sick leave shall not exceed the amount of expendable income the teacher would have received from regular salary amounts according to placement on the salary schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the teacher from Worker's Compensation until the teacher's accumulated sick leave is exhausted or the teacher is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the teacher shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute. First year teachers new to the Carsonville-Port Sanilac School District will be guaranteed eleven (11) sick days when applicable to this article. Teachers who have exhausted sick leave will be placed on an unpaid leave of absence in conformance with provisions of this Agreement.
- E. A teacher absent from work because of a childhood disease (mumps, scarlet fever, measles, chicken pox or the contraction of lice, scabies, or pink eye) shall suffer no loss of sick days or compensation. A physician's note of verification may be required.
- F. Three (3) sick days a year may be used for personal business or circumstances other than illness, which may require teacher absenteeism. These days may be used under the following conditions:

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- a. This leave shall be used only in conditions of emergency for the purpose of conducting personal business, which is impossible to transact on the weekend, after school hours, or during vacation periods.
 - b. The principal shall be notified two (2) days in advance except in cases of emergency.
 - c. No personal business days will be granted during Parent-Teacher Conferences or during scheduled Professional Development days unless there is a compelling reason.
 - d. Personal Business Days will not be granted the day before or after a holiday unless there is a compelling reason.
 - e. Generally, no more than two (2) Personal Business Days will be granted per building per day.
- G. A teacher who is subpoenaed or directed by the Board of Education to appear before any Judicial or Administrative Tribunal shall be compensated for the difference between teacher's pay and the pay received for the performance of such obligation. This absence shall not be chargeable to the Teacher's sick leave or personal days.
- H. A teacher may have a minimum of five (5) days per school year for a death in the immediate family as defined in Article IX, Section A. The death of grandparents shall be chargeable to sick/business days. One of these five (5) days shall be available for funeral services, including but not limited to, other relatives, friends, and business acquaintances.
- I. The Administration may approve professional visits to other schools and/or conferences relating to the individual teacher's teaching field. None of these days will be charged to the teacher's sick/personal days.
- J. Teachers serving on local fire/ambulance squads shall be released immediately from their duties with full compensation for their school day. This absence is not chargeable to sick leave or personal business days. While absent from work under the conditions set forth in this paragraph, the employee is deemed to be on leave of absence from the District and is subject to the direction and control of the fire/ambulance squad rather than the school district.
- K. Teachers shall be informed of a telephone number they shall call before 6:00 a.m. to report unavailability for work unless, in the judgment of the teacher, their absence is deemed an emergency. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. As substitutes are becoming increasingly difficult to obtain, teachers are encouraged to call at the earliest time possible. Failure to call in before specified time might result in loss of a day's pay.

ARTICLE X

UNPAID LEAVES OF ABSENCE

- A. A one (1) year leave of absence may be granted to a tenure teacher, subject to a one-year renewal, upon written application to the Superintendent. Leaves must be requested at least ninety (90) days prior to the end of school and to take effect at the end of that school year. These leaves may be granted for the purpose of participating in Military Service, exchange teacher programs, Peace Corps, Teachers' Job Corps (as a full time participant in such programs), or a travel/work program related to professional responsibilities. A teacher shall be rehired upon return from such leave provided a position is available in the certificated field or as soon as a vacancy occurs within said field. "Certified fields" must meet NCA requirements. A written confirmation of intent to return from leave shall be submitted not less than sixty (60) days prior to the intended date of return.
- B. A one (1) or two (2) semester leave of absence may be granted to a tenure teacher after five (5) years of service to the C.P.S. Schools upon written application to the Superintendent at least ninety (90) days prior to

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the end of the current semester, to take effect the next semester, for the purpose of completing a degree at an accredited college/university reasonably related to the teacher's professional responsibilities. The teacher shall be rehired to the previous position or a similar position for which the teacher is certified and qualified, with no loss of seniority. A written confirmation of intent to return from leave shall be submitted not less than sixty (60) days prior to the intended date of return.

- C. A leave of absence may be granted to a tenure teacher upon written application to the Superintendent at least ninety (90) days prior to the end of the school year and to take effect at the end of the school year, for the purpose of campaigning for election to or serving in a public office. A teacher shall be rehired upon return from such leave provided a position is available in the certified field or as soon as a vacancy occurs within said certified field meeting NCA requirements. A written confirmation of intent to return from leave shall be submitted not less than sixty (60) days prior to the intended date of return.
- D. Pregnant teachers may utilize either of two options with respect to leave during periods of disability:
- Option 1: The teacher may utilize sick leave as provided in Article IX, Section A of this Agreement. A physician's written verification of disability is required.
- Option 2: The teacher may elect an unpaid leave of absence for the period of disability, up to two (2) semesters. Written application for such leave shall be made to the Superintendent at least thirty (30) days prior to the commencement of this leave. In case of medical emergency, the leave will commence immediately. A written confirmation of intent to return from leave shall be submitted not less than sixty (60) days prior to the intended date of return. A physician's written verification of disability is required.

Teachers taking leave under either of the above options will furnish, as a condition to return from leave, a written physician's statement verifying their capability to return to work. If the leave lasts no longer than one (1) semester, the teacher will be returned to the former position or to a similar position for which the teacher is certified and qualified. If the leave exceeds one (1) semester, the teacher shall be returned to the first position for which the teacher is certified and qualified.

Pregnant teachers who have exhausted sick leave will be placed on Option 2.

- E. Up to two (2) semesters unpaid leave shall be granted to any bargaining unit member for purposes of caring for a newborn child, an adopted infant or a dependent child having an extended serious illness. Other child-care leaves may be granted at the discretion of the Board. The leave may be extended, at the Board's option, for an additional year. Teachers shall apply for this leave at least sixty (60) days prior to the desired beginning date of such leave, except in cases of emergency. Application may be made in conjunction with the leave options set forth in Article X, Section D of this Agreement.
1. When the leave involves adoption of a child, the leave shall commence upon entry of an order in the Probate Court awarding custody to the adoptive bargaining unit member.
 2. A written notice of intent to return from leave shall be submitted not less than sixty (60) days prior to the intended date of return. In the event of the death of the object child of the leave, the leave may be terminated on fifteen (15) days notice by the teacher. When a childcare leave is taken in conjunction with a leave permitted under Article X, Section D of this Agreement, a physician's verification of the teacher's ability to resume work will be required as a condition of return.
 3. If the leave lasts no longer than one (1) semester, the teacher shall be returned to the former position or to a similar position for which the teacher is certified and qualified. If the leave exceeds one (1) semester the teacher will be returned to the first available position for which the teacher is certified and qualified.

- F. All unpaid leaves are without compensation or fringe benefits. Seniority shall not accrue during unpaid leaves but shall be maintained at the level existing prior to the commencement of unpaid leave.

ARTICLE XI

TEACHER EVALUATION

- A. The Board of Education and the Association are committed to providing a quality education program. An effective teacher evaluation process, which focuses on the improvement of instruction, is an important component of a quality program. While the primary purpose of teacher evaluation is to improve instruction, teacher evaluation requires all teachers to meet established core performance standards. The process of evaluation needs to be on-going and constructive, and should take place in an atmosphere of mutual trust and respect. The process requires cooperative effort on the part of the evaluator and the teacher.
- B. The continuous appraisal of each teacher's ability to meet the core performance standards is essential.
- C. An evaluation shall be defined as a written appraisal of the manner in which a teacher discharges his/her duties and responsibilities and is successful in meeting the core performance standards. An evaluation shall include, but not be limited to:
 - 1. At least two (2) observations of at least thirty (30) minutes each.

If a teacher is not meeting the core performance standards and as a result performance is less than satisfactory.

- 1. A program stating the problems and stating specifically how the teacher is to improve and the consequences of failure to do so.
 - 2. Adequate opportunity for the teacher to make improvements will be provided.
 - 3. Assistance from Administration and school district resources to help the teacher improve will be provided.
- D. An observation shall be defined as a visitation of the teacher's classroom by a Building Principal and/or Administrator for the purpose of evaluating the proficiency of the teacher. The Building Principal and/or Administrator will endeavor to make this visitation in such a way as to minimize any disruption of the normal classroom.
- E. The process for evaluating probationary teachers shall include:
 - 1. All probationary teachers will be formally observed at least two (2) times each year. These observations will take place at least sixty (60) days apart. The building principal and/or administrator shall provide the teacher with written feedback based on the observation within ten (10) school days of observation.
 - 2. Before the end of the first semester of the first probationary year and then annually during the remaining probationary years, the principal, in consultation with the teacher, will develop an Individualized Development Plan (IDP).
 - 3. The teacher may do an artifact collection each probationary year and review the collection with the building principal.
 - 4. The teacher may use a student evaluation/input device each probationary year.
 - 5. The building principal and/or administrator will prepare an annual evaluation prior to the last day of April of each probationary year. This evaluation will serve as a summary of the classroom observations, artifact collection and review, and progress in meeting the goals of the teacher's IDP. The teacher's signature of the written evaluation acknowledges receipt of a copy of the evaluation. A teacher may, within thirty (30) days of receiving the evaluation report, provide an attachment if it is felt that the evaluation report was unjust or incomplete. The attachment will be placed in the teacher's personnel file. Probationary teachers who are evaluated and found to be less than satisfactory are not meeting core performance standards, and who do not meet the goals of their IDP will be dismissed. The president of the Association shall be notified of all

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recommendations to dismiss probationary staff prior to that recommendation being made to the Board of Education.

- F. In the evaluation process, tenured teachers who fail to meet the district's core performance standards with specific documented evidence that one or more of the district's standards has/have not been met and receive a less than satisfactory rating will be notified in a meeting that they are being placed in the Intensive Assistance Program (IAP). The EA will be notified when a person is placed in the Intensive Assistance Program (IAP). The goal of the IAP is to help all teachers to be successful. Teachers who demonstrate improvement are moved back into the Professional Growth Process. In the event that the teacher feels his/her evaluation at anytime during the process was incomplete or unjust, he/she may, within thirty (30) days from receipt of the evaluation report, put his/her objections in writing and have them attached to the evaluation report to be placed in his/her professional file. Teachers who fail to improve after involvement in the IAP will be subject to dismissal, in accordance with the Michigan Tenure Act. The following components shall be part of the IAP.
1. The teacher is verbally and in written communication reminded, by the Building Principal and/or Administrator, that his/her performance is not meeting the core performance standards. The building principal and/or administrator will provide documented information about the nature of the problem(s) and specific assistance for improving performance.
 2. If the teacher's performance does not improve and the problem(s) with specific documented evidence continue, the building principal and/or administrator, in consultation with the teacher, will prepare a written IDP. This IDP will identify the specific core performance standards not being met, the specific ways the teacher is to improve, and specific assistance to be provided by the building principal and/or administrator. If requested, the building principal and/or administrator shall have demonstrated the desired performance where applicable. Reasonable time shall be allowed to obtain the necessary implementation and improvement(s).
 3. Teachers who are involved in the IAP shall be observed in the classroom on a minimum of two (2) occasions, with prior notice, by the building principal and/or administrator in the district. These observations as well as the teacher's success in meeting the goals of the IDP shall, as a minimum, be the basis of the written performance evaluation. In the event it is determined that a staff member's performance continues to be unsatisfactory after the IAP process, steps will be taken to initiate dismissal in accordance with the Michigan Tenure Act.

PROFESSIONAL GROWTH PROGRAM

Tenured teachers who are meeting the district's core performance standards will participate in a process of collaborative goal setting called the Professional Growth Program. In the goal-setting situation, once the goals have been established they become parameters, which serve to focus the attention of the supervisor on what is happening in a classroom situation. This cycle involves four (4) steps:

1. The staff member and building principal and/or administrator meet to collaboratively establish one or more goals based on areas that are of concern or interest by November 1. (See page 21 of the Teacher's Development Plan).
2. With assistance from the building principal and/or administrator the teachers plan activities, time lines, and a means of assessing progress in meeting the goal(s), using mutually agreed upon Professional Development Activities provided by the district.
3. Throughout the year, the building principal and/or administrator provides support and assistance in the form of classroom observations, feedback, and data collection. Regular conferences will be held by January 30 and March 30.
4. The teacher and building principal and/or administrator provide a year-end report on a form, (see page 22 of the Teacher Development Program) provided by the district, summarizing the progress in meeting the identified goals. Generally, the building principal and/or administrator will work with approximately one-third of the tenured staff each year in the Professional Growth Program. The building principal and/or administrator will provide a year-end performance report for each tenured teacher who is involved and this written performance report shall, in part, be based on at least two (2)

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classroom observations. It is the joint goal of the parties to have every tenured teacher actively involved in this process at least once every three (3) years.

CPS PROFESSIONAL STANDARDS

An integral part of both tenured and non-tenured staff member's employment in the CPS School District is continuous appraisal by their supervisors of their ability to meet professional standards. As appropriate to the various jobs performed by staff members, the CPS professional standards include, but are not limited to, the following:

Instruction

1. Prepares for assigned classes and responsibilities. Shows evidence of adequate preparation.
2. Demonstrates clear purpose and objectives.
3. Provides instruction at the appropriate level of difficulty for each learner.
4. Responds to the efforts of the learner and adjusts instruction to maximize learning by using a variety of methods and materials.
5. Provides opportunities for active involvement of the learner.
6. Monitors learning interactions and checks learners for understanding.
7. Correlates, assesses and records learner performance.
8. Demonstrates competency in subject matter.
9. Appropriately assesses and records learner performance.
10. Demonstrates productive use of time on task.
11. Appropriately utilizes available technology resources.

Environment

1. Develops and maintains an organized and orderly learning environment.
 - A. Meets learners at designated locations and times.
 - B. Has materials organized and readily available for instruction.
 - C. Conveys clear behavioral expectations to students.
 - D. Manages behavior constructively.
 - E. Demonstrates fairness and consistency in the handling of student problems.
2. Takes all necessary and reasonable precautions to provide a healthy and safe environment for students.
3. Utilizes equipment, materials, and facilities appropriately.
4. Upholds and complies with school rules.
5. Treats individuals within the school community with dignity and respect.

Communication

1. Uses effective communication skills.
 - A. Demonstrates active listening skills.
 - B. Establishes active listening skills.
 - C. Is a model for effective verbal and written communication.
2. Establishes and maintains professional relations.
 - A. Works cooperatively with others.
 - B. Establishes and maintains open lines of communication.
 - C. Acknowledges the rights of others to hold differing views and values.

Policy and Procedures

1. Maintains records as required by law, district policy, and administrative regulations.
2. Attends and participates in district, faculty and departmental meetings.
3. Abides by school district policies, building procedures, master agreement and state and federal law.

Professionalism

1. Participates in life-long learning activities, i.e., staff development, continuing education opportunities, university studies and professional research.

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2. Creates a favorable professional impact by words, action, appearance and attitudes.
3. Shares general school and district responsibilities.

ARTICLE XII

PROFESSIONAL BEHAVIOR

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, willful deficiencies of professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The administration will take necessary steps to correct the problem and shall promptly report abuses and breaches of discipline to the offending teacher and the Association. The administration agrees to follow the policy of progressive discipline which normally includes verbal warning or directives, written warning, reprimand, suspension, with discharge as a final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.
- B. A teacher may at all times be entitled to have present, a representative of the Association when being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. 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.
- C. No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. Information forming the basis for disciplinary action will be made available to the teacher and the Association.
- D. Teachers may never leave their classrooms without staff supervision or without permission from the Principal.
- E. Teachers, as members of a professional academic community, are expected to dress in a manner, which reflects their role as educators. Recreational dress such as hats and blue jeans are generally not considered professional attire.

ARTICLE XIII

REDUCTIONS IN PERSONNEL/ANNEXATIONS/CONSOLIDATION OF DISTRICT

- A. In the event that this District shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- B. In the event the Board of Education, in its sole discretion, determines that there should be a reduction in staff, teachers will be laid off according to the following procedure:
 1. Probationary teachers shall be laid off first, provided that a tenure teacher is certified and qualified for the position held by the probationary teacher.
 2. Tenure teachers holding equivalent positions will be released on the basis of seniority provided the teacher is certified and qualified for the available position. In the event more than one (1) individual has the same effective date of hire, as stated on the seniority list, a drawing of lots will take place when they are formally hired by the Board. A tenured teacher, whose position has been eliminated, may bump the least senior teacher whose position the teacher is both certified and qualified to assume. The teacher so bumped may

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then use seniority to bump, as described above. This procedure shall continue until the layoff is effectuated.

3. Should a teacher not fully meet the qualifications criteria set forth in this Agreement, the teacher shall be allowed, upon written request, up to one semester (plus a summer) to attain the required position qualifications, subject to the following conditions:
 - a. The teacher must present to the administration a planned program from the college or university where the course work is to be taken.
 - b. The teacher must be certified for the position and possess sufficient seniority to occupy the assignment.
 - c. Failure to meet qualifications criteria after one semester (plus a summer) shall result in the teacher being placed on layoff status unless the teacher is qualified and certified to bump a less-senior teacher.
 - d. Application of this section is limited to layoff and recall situations.
 4. In event of a layoff, teachers will be provided with notice in writing sixty (60) calendar days in advance unless layoff was due to a drop in enrollment or financial problems or other emergencies declared by the Board.
- C. Recall of teachers shall be in inverse order of layoff following certification and qualification guidelines as stated in this agreement. All laid off teachers shall be called back immediately upon resolution of circumstances which precipitated the said reduction. Seniority is retained during a teacher's layoff status.
 - D. A probationary teacher shall be subject to recall for a period equal to their years of unbroken service. A probationary teacher not recalled within that time period is deemed to have resigned.
 - E. Refusal of an offer from the Board for a full-time position which the laid off teacher is certified and qualified, or failure to respond within ten (10) days of receipt of a certified letter offering a full-time position made by the employer shall constitute a resignation. It is the responsibility of the teacher to keep the Board of Education informed as to the teacher's correct mailing address.
 - F. Seniority is defined as years of unbroken service in the bargaining unit since the last date of hire.
 - G. An updated seniority list shall be published annually and posted in the staff room in all buildings by September 1 with a copy submitted to the CPSEA.
 - H. If a layoff appears likely, a meeting will be held within 72 hours of notification to affected teacher(s). CPSEA and administration representatives will meet to review the situation, its possible effect on school programs, and possible alternatives to the layoff.
 - I. During periods of reduction in force, a teacher may voluntarily take an unpaid leave of absence for a semester or a school year in order to preserve an employment opportunity for another faculty member who would otherwise be laid off. Said leave shall be governed by the provisions of this Agreement pertaining to unpaid leaves. A teacher returning from leave taken under this provision shall be reinstated at the expiration of that leave, to the previous position or to a similar position for which the teacher is certified and qualified and for which the teacher possesses sufficient seniority. In such event, the teacher returning from leave shall displace the teacher who would have otherwise been laid off. This displacement need not be accompanied by the sixty (60) day notice of layoff required by Paragraph B, Section 4 of this Article.

ARTICLE XIV

SCHOOL CALENDAR

- A. For the term of this Agreement, the school calendar shall be set forth in Appendix C. There shall be no deviation in the school calendar except by mutual agreement of the Board and the Association. Calendars for 2009-2010 shall not exceed 180 student and 185 teacher days.
- B. The County Calendar will be followed regarding winter and spring breaks.
- C. The Board of Education agrees to provide for the inservice/professional development as required by the State of Michigan.
 - 1. The required hours will be spent on district-related issues such as, but not limited to, local curriculum development, technology use, and best educational practices.
 - 2. The substitution of a professional education conference for a local inservice program must be curriculum development related, approved by the building principal, and is limited to one such day per school year.

If a teacher participates in the above substitution, he/she will be excused from one of the five days scheduled by the district. Presence in the building will be required; however, the individual may work in the classroom or choose to deal with other professional tasks.

ARTICLE XV

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A. Checks shall be issued on alternate Fridays and placed in envelopes in teachers' building mailboxes prior to the conclusion of the school day.
- B. All new teachers employed by the Board of Education may be given credit for certificated teaching experience up through ten (10) years in accredited schools in the State of Michigan.
- C. Teachers involved in extra duty assignments set forth in Schedule B shall be compensated in accordance with the provisions thereof. Non-staff members will not be paid more than union members.
- D. Teachers required, in the course of their duties, to drive personal automobiles from one school building to another, shall receive a car allowance of not less than 34 1/2 cents per mile. The same allowance shall be given for use of personal cars for field trips and other business of the District, except where otherwise provided by individual contract.
- E. At the completion of each school year, any teacher who has accumulated more than a total of 150 unused sick days and did not use more than two (2) sick days (excluding funeral days) will, upon written request, be compensated at \$25.00 per day for a maximum of ten (10) days. These days shall be deducted from the teacher's accumulated sick days.

Any teacher who has accumulated more than a total of 150 unused sick days and has used no sick days (excluding funeral days) during the previous year, will be compensated as stated above and will be awarded one (1) vacation day to be used the following year at the teacher's discretion.

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- F. Upon termination of employment with the Board, and after ten (10) years of service in the system, teachers shall receive severance pay at the rate of \$25.00 per day of unused sick days as follows: for the 2009-2010 school year, 150 days at \$3,750. In the event of death, the amount would be paid to the teacher's estate.

ARTICLE XVI

INSURANCE PROTECTION

- A. The Board agrees to furnish full time teachers the following insurance protection (part time, regular contracted teachers, will receive benefits pro-rated) for a full (12) month period for the employee and eligible dependents as follows. Bargaining unit members not electing MESSA Plan C will select MESSA Plan B.

Beginning with the July 1, 2009 through June 30, 2010 coverage period, the Board shall provide MESSA Choices II with a \$10/\$20 co-pay on prescription drugs. **Beginning July 1, 2009, the Board of Education will increase its contribution toward monthly insurance premiums by up to ten (10%) percent over the amounts paid in 2008-2009. The employee shall be responsible for any additional premium costs exceeding the Board's payment.**

**MESSA CHOICES II
PLAN C:**

Health	MESSA Choices II No Deductible (in network) RX Co-pay \$10/20
Long Term Disability	66 2/3% \$5,000 maximum 90 calendar days - straight wait Pre-existing condition waiver Freeze on offsets Alcoholism/drug - 2 year limitation Mental/nervous - 2 year limitation
Negotiated Life	\$40,000 with AD&D
Vision	VSP-3
Dental	80/80/80: \$1,300 with Adult Ortho (1,500 maximum for class I & II)

PLAN B:

Long Term Disability	SAME AS ABOVE
Negotiated Life	SAME AS ABOVE
Vision	SAME AS ABOVE
Dental	SAME AS ABOVE
Option money	\$200.00 monthly in pay, can apply toward annuities approved by the Board

- B. Premiums will be paid to the carrier only.
- C. If granted a leave of absence by the Board, teachers may continue health benefits at their own expense for eighteen months through COBRA.

ARTICLE XVII

SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for summer school programs will be made by the Board with preference given to bargaining unit members. Summer school teachers shall be compensated at the same rate as Adult Education. If there is less than a full class size, it will be the teacher's option to teach at a pro-rated fee. Compensation shall be made not more than two (2) weeks following completion of the course.
- B. Adult Education will be compensated by the Consortium unless Carsonville-Port Sanilac chooses to run their own program. If run by Carsonville-Port Sanilac, the salaries for unit members teaching in the Adult Education or Summer School Program will immediately be negotiated.

ARTICLE XVIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Each teacher will be responsible for maintaining proper discipline over students in the building and on school grounds during the school day. Teachers must maintain discipline of a nature conducive to study by whatever method is most successful for that teacher within administrative guidelines set forth. When efforts to maintain student control have been exhausted, the Administration and Board recognize a responsibility to support and assist teachers.
- B. When the building principal judges a teacher to be deficient in maintaining proper discipline, the following steps will be taken:
 - 1. Informal counseling along with a written plan for improvement shall be provided by the building principal.
 - 2. If no significant change occurs, the principal will again counsel the teacher, as well as provide a written reprimand. The teacher may respond, in writing, within ten (10) school days. This response shall be attached to the reprimand.
 - 3. If no significant improvement occurs within ten (10) school days, the teacher shall be counseled by the principal and the superintendent.
 - 4. If a teacher fails to improve, the Board reserves the right to enforce dismissal under the Teacher Tenure Act.
- C. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the teacher with respect to such pupils.
- D. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. Teachers may use such force as is reasonably necessary to protect themselves from attack or to prevent injury to another student, provided such is consistent with Public Act 521 of 1989 prohibiting the use of physical force as a disciplinary measure.

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- E. Teachers may exclude a pupil from one class period, with the knowledge of the principal, when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, teachers will furnish the principal, in writing, full particulars of the incident including any suggested actions. Copies of the teacher's referral will be forwarded to the parents and placed in the student's file by the principal. The principal will inform the teacher of any actions taken.
- F. Any case of assault upon a teacher shall be promptly reported to the Superintendent. The Board will provide legal counsel to advise teachers of their rights and obligation with respect to such assaults and shall promptly render all reasonable assistance in connection with handling the incident by law enforcement and judicial authorities.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher is not found negligent in a court of jurisdiction.
- H. The Board will reimburse teachers for any unusual loss, damage or destruction of personal property (excluding car) of the teacher while on duty in the school or on school premises, resulting from incidents covered in this article. In the event a teacher desires to bring to class personal property of unusual value, it must be approved by the principal.
- I. No action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in the teacher's personnel file, unless such matters are promptly reported in writing to the teacher concerned. Should such a complaint result in active consideration of disciplinary action, the Association shall be notified.

ARTICLE XIX

PROFESSIONAL GRIEVANCE PROCEDURE

- A. During the life of this Agreement, a grievance will be defined as a claim that there has been a violation or misinterpretation or inequitable application of a specific and expressed term of this Agreement. The Union and its members agree not to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission, the EEOC, the FEPC or any other judicial or quasi judicial body.
- B. In the event that teachers believe there is a basis for a grievance, they shall first discuss the alleged grievance with their building principal, either personally or accompanied by an Association representative.
- C. If, as a result of informal discussion with the building principal a grievance still exists, after one (1) school day, teachers may invoke the formal grievance procedure. Grievance forms shall be available from Association representatives. The written grievance must include the section or sections alleged to have been violated a description of the events surrounding the alleged violation, the date or dates of the violation; the remedy sought, and must be signed by the grievant and the representative of the Association. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a designee. If a teacher does not file a grievance in writing with the principal or other designated Board representative within ten (10) school days after the discovery of the occurrence, the grievance shall be considered waived.
- D. Within five (5) school days of receipt of the grievance, the principal shall meet with the grievant in an effort to resolve the concern. The principal shall provide a written disposition of the grievance within five (5) school days of the meeting furnishing a copy to the grievant, Association and Superintendent.

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- E. If the grievant is not satisfied with the disposition of the grievance, or if no response has been received within five (5) school days of such meeting, the grievance shall be forwarded to the superintendent. Within ten (10) school days, the superintendent or designee shall meet with the grievant and shall indicate a disposition of the grievance, in writing, within five (5) school days of such meeting, and shall furnish a copy to the Association.
- F. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be forwarded to the Board by filing a copy with the secretary or other designee of the Board. The Board, not later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review the grievance in executive session, or give other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) school days thereafter. A copy of such disposition shall be furnished to the grievant, superintendent and principal.
- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided, the grievance may be submitted to arbitration. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding, any evidence not previously disclosed to the other party. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. Fees and expenses of the arbitrator shall be shared equally by the parties. Up to three (3) days will be allotted for participants in an arbitration to be released. The association will pay for the substitute teachers. These days may be used in fractional amounts to minimize the absence of any one teacher from the classroom.

The arbitrator shall have no jurisdiction to rule on the following:

- (a) On any claim or complaint for which recourse is available with the Michigan Teachers' Tenure Act.
1. Only one grievance may be submitted to an Arbitrator selected unless by written mutual agreement of the parties. This paragraph does not prohibit the Arbitrator from ruling on the arbitrability of an issue and then on the issue.
 2. If an arbitration case is postponed on less than one week's notice to the other party, the party requesting the postponement will pay any and all arbitration and arbitrator charges caused by the postponement.
 3. The Union shall give the Superintendent five (5) working days notice of employees it needs to be excused from work to attend an Arbitration hearing.
 4. This Arbitrator shall render the decision in writing within thirty (30) calendar days of the close of the hearing unless the arbitrator requests an extension.
- H. If any probationary teacher for whom a grievance is sustained, it is agreed that the arbitrator may fashion a remedy that he or she feels is appropriate. The fees and expenses of the Arbitrator shall be shared by the parties. All other expenses incurred by either party shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses or attendees called by the other party.
- I. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship, both parties shall use their best efforts to process grievances prior to the end of the school term or as soon thereafter as possible.

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- J. Any claim of grievance arising under this agreement may be processed through the grievance procedure until resolution even if the present agreement expires.
- K. There shall be no work stoppages or strike during the processing of a grievance.

ARTICLE XX

NEGOTIATION PROCEDURES

- A. Representatives of the Administration and the Association's bargaining committee will meet on the call of either party for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

Each party will submit to the other, prior to the meeting, an agenda covering what they wish to discuss.

All meetings between the parties will be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.

Should such a meeting result in a mutually acceptable amendment, the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committee shall be empowered to affect temporary accommodations to resolve special problems.

- B. By May 1, prior to the expiration of this agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement.
- C. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within 24 hours of ratification. There shall be three signed copies for purposes of record. One copy retained by the Board, one by the Association, and one by the Superintendent.
- D. This contract shall expire on June 30, 2010.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- 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 and signed amendment to this Agreement. This contract shall supersede any rules, regulations or practices of the Board, unless they are committed to writing and incorporated in this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. This Agreement shall control to the extent of any conflict with provisions contained in any individual employment contract of a bargaining unit member.
- C. If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be null and void but all other provisions or applications shall continue in full force.
- D. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed by the Board.

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- E. The Parties agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices as defined in Section 10 of the Public Employment Relations Act.
- F. When, in the judgment of the Superintendent, conditions prevent the opening of school, teachers will not be required to report. Notice of the closing of school will be given to radio stations and the CPSEA fan-out at the earliest possible time.
- G. Scheduled days of student instruction which are not held because of conditions not within control of school authorities, may be re-scheduled in accordance with the approved school calendar to insure that state mandated days and/or hours of student instruction are met. Teachers will receive their regular pay for days that are canceled but shall work on any re-scheduled days with no additional compensation. Make up days due to inclement weather will follow state mandates.
- H. The parties agree to follow mentor teacher mandates as stated in Michigan Law. Teacher mentors will be selected on a voluntary basis.
- H. Movement on the salary schedule to another track, e.g., from MA to MA+16 requires College or University Credit Courses be taken from a degree granting institution in the State of Michigan or having Superintendent approval in advance of taking classes.

ARTICLE XXII

DURATION OF AGREEMENT


This Agreement shall be effective as of July 1, 2009 and shall continue in effect through June 30, 2010. This Agreement may be extended in writing upon consent of both parties.

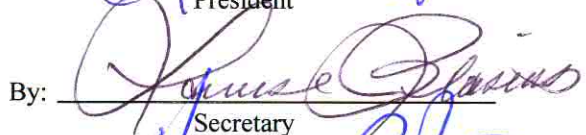
EDUCATION ASSOCIATION

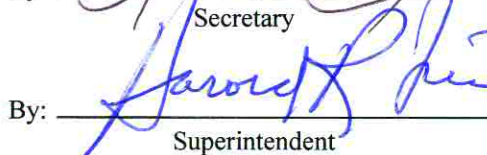
By: 
President

By: 
Chief Spokesperson

BOARD OF EDUCATION

By: 
President

By: 
Secretary

By: 
Superintendent

CPSEA Master Agreement 2009-2010

SALARY SCHEDULE

Verification of credits, degrees, or certificates must be presented to the superintendent's office by the fifth day of school to qualify for full year salary adjustment or the fifth day of the second semester to qualify for an adjustment beginning second semester. This is the responsibility of the teacher.

Step	2009-2010		1/2 percent increase		
	BA	BA+	MA	MA+	MA++
1	\$ 34,650.25	\$ 36,097.17	\$37,538.35	\$38,978.37	\$40,428.75
2	\$ 36,097.17	\$ 37,538.35	\$38,978.37	\$40,428.75	\$42,154.24
3	\$ 37,538.35	\$ 38,978.37	\$40,428.75	\$42,154.24	\$43,891.24
4	\$ 38,978.37	\$ 40,428.75	\$42,154.24	\$43,891.24	\$45,620.18
5	\$ 40,428.75	\$ 42,154.24	\$43,891.24	\$45,620.18	\$47,353.73
6	\$ 42,154.24	\$ 43,891.24	\$45,620.18	\$47,353.73	\$49,086.13
7	\$ 43,891.24	\$ 45,620.18	\$47,353.73	\$49,086.13	\$50,819.68
8	\$ 45,620.18	\$ 47,353.73	\$49,086.13	\$50,819.68	\$52,548.62
9	\$ 47,353.73	\$ 49,086.13	\$50,819.68	\$52,548.62	\$54,283.33
10	\$ 49,086.13	\$ 50,819.68	\$52,548.62	\$54,283.33	\$56,015.72
11	\$ 50,819.68	\$ 52,548.62	\$54,283.33	\$56,015.72	\$57,748.11
12	\$ 52,548.62	\$ 54,283.33	\$57,164.51	\$58,900.36	\$60,631.61
13-16	\$ 2,840.93	\$ 2,840.93	\$ 2,840.93	\$ 2,840.93	\$ 2,840.93
17-20	\$ 3,463.49	\$ 3,463.49	\$ 3,463.49	\$ 3,463.49	\$ 3,463.49
21+	\$ 4,081.48	\$ 4,081.48	\$ 4,081.48	\$ 4,081.48	\$ 4,081.48
with long	\$ 55,389.55	\$ 57,124.26	\$60,005.44	\$61,741.29	\$63,472.54
with long	\$ 56,012.11	\$ 57,746.82	\$60,628.00	\$62,363.85	\$64,095.10
with long	\$ 56,630.10	\$ 58,364.81	\$61,245.99	\$62,981.84	\$64,713.09

Step	2009-2010		1/2 percent increase		
	BA	BA+	MA	MA+	MA++
1	\$ 34,823.50	\$ 36,277.66	\$37,726.04	\$39,173.26	\$40,630.89
2	\$ 36,277.66	\$ 37,726.04	\$39,173.26	\$40,630.89	\$42,365.01
3	\$ 37,726.04	\$ 39,173.26	\$40,630.89	\$42,365.01	\$44,110.70
4	\$ 39,173.26	\$ 40,630.89	\$42,365.01	\$44,110.70	\$45,848.28
5	\$ 40,630.89	\$ 42,365.01	\$44,110.70	\$45,848.28	\$47,590.49
6	\$ 42,365.01	\$ 44,110.70	\$45,848.28	\$47,590.49	\$49,331.56
7	\$ 44,110.70	\$ 45,848.28	\$47,590.49	\$49,331.56	\$51,073.78
8	\$ 45,848.28	\$ 47,590.49	\$49,331.56	\$51,073.78	\$52,811.37
9	\$ 47,590.49	\$ 49,331.56	\$51,073.78	\$52,811.37	\$54,554.74
10	\$ 49,331.56	\$ 51,073.78	\$52,811.37	\$54,554.74	\$56,295.80
11	\$ 51,073.78	\$ 52,811.37	\$54,554.74	\$56,295.80	\$58,036.86
12	\$ 52,811.37	\$ 54,554.74	\$57,450.34	\$59,194.86	\$60,934.77
13-16	\$ 2,840.93	\$ 2,840.93	\$ 2,840.93	\$ 2,840.93	\$ 2,840.93
17-20	\$ 3,463.49	\$ 3,463.49	\$ 3,463.49	\$ 3,463.49	\$ 3,463.49
21+	\$ 4,081.48	\$ 4,081.48	\$ 4,081.48	\$ 4,081.48	\$ 4,081.48

CPSEA Master Agreement 2009-2010

with long	\$	55,652.30	\$	57,395.67	\$60,291.27	\$62,035.79	\$63,775.70
with long	\$	56,274.86	\$	58,018.23	\$60,913.83	\$62,658.35	\$64,398.26
with long	\$	56,892.85	\$	58,636.22	\$61,531.82	\$63,276.34	\$65,016.25
Longevity:		13-16	-	\$2,840.93			
		17-20	-	\$3,463.49			
		21+	-	\$4,081.48			

* For each workday scheduled above 185 days, the teachers' salary schedule will increase by 0.5.

APPENDIX 2009-2010

For the year 2009-2010, effective July 1, 2009, the Salary Schedule (excluding longevity) shall be improved by one-half (1/2%) percent. Effective February 1, 2010, the Salary Schedule (excluding longevity) shall be increased by one-half (1/2%) percent.

APPENDIX B

SUPPLEMENTARY PAY SCHEDULE: Based on percentage of BA VI
Below applies to one position unless otherwise indicated.

BA VI

- 9% Head Football
- 6% Assistant Football
- 6% M.S. Football
- 5% JV Football
- 9% Varsity Basketball-Girls
- 9% Varsity Basketball-Boys
- 6% J.V. Basketball-Girls
- 6% J.V. Basketball-Boys
- 6% M.S. Boys Basketball-(3% 7th, 3% 8th)
- 6% M.S. Girls Basketball-(3% 7th, 3% 8th)
- 2% Elementary Volleyball
- 2% Elementary Boys Basketball
- 2% Elementary Girls Basketball
- 7% Varsity Softball
- 7% Varsity Baseball
- 4% J.V. Softball
- 4% J.V. Baseball
- 4% Cross Country
- 6% Track-Boys
- 6% Track-Girls
- 4% M.S. Boys/Girls Track-(2% 7th, 2% 8th)
- 9% Varsity Volleyball
- 6% J.V. Volleyball
- 6% M.S. Volleyball-(3% 7th, 3% 8th)
- 3% Fall Senior High Cheerleading
- 4% Winter Senior High Cheerleading

CPSEA Master Agreement 2009-2010

- 3% JV Winter Cheerleading
- 2% M.S. Cheerleading
- 9% H.S. Band (marching, concerts & festivals)
- 9% Theatre Director
- 2% Elementary Service Squad
- 1% 9th grade advisor
- 1% 10th grade advisor
- 2% Junior Class Advisor
- 3% Senior Class Advisor
- 2% H. S. Student Council
- 2% MS Student Council
- ea. 12% Activity Sponsor (prior approval required-6 per building)
- 2% Academic Games
- 2% NHS
- 2% Mentor Teacher
- 7% Gifted/Talented Coordinator
- 4% Saturday AM Detention \$46.61
- 1% Web Page
- 0.5% Asst. Web Page
- 3% IMC Odd Jobs

Conference Hour Sub – 15.00 per hour

If no TCBA/CPSEA member applies and accepts an extra duty position, the Board reserves the right to hire someone from outside the bargaining unit. In this case, the terms of this Article do not apply. In no event will persons hired under Schedule B be paid more than the above.

**Carsonville - Port Sanilac School District
Official 2009-2010 School Calendar**

DAY	DATE		STUDENT	TEACHER
Tues.	Sept. 1	Teacher in-service	0	1
Wed.	Sept. 2	Teacher in-service	0	1
Tue.	Sept. 8	First day students (full day)	17	17
	Oct.	October	22	22
Fri.	Nov. 6	End of 1st Marking Period		
Thu.	Nov. 12	Parent/Teacher Conferences 5:30-8:00 p.m.		
Fri.	Nov. 13	Teacher In-Service / 8-12:00 P/T Elem		
Wed.	Nov. 25	Teacher In-Service		
Thu./Fri	Nov. 26-27	Thanksgiving Break		
Mon.	Nov. 30	School Resumes	17	19
Wed.	Dec.23-Jan 3	Winter Break	16	16
Mon.	Jan. 4	School Resumes		
Fri.	Jan. 22	End of 1st Sem. (full teacher/full student)	20	20
	Feb	February	20	20
Fri.	Mar. 26	End of 3rd 9 wk Marking Period	23	23
Fri-Fri	Apr. 2-9	Spring Break		
Mon.	Apr. 12	School Resumes	16	16
Mon.	May. 31	Memorial Day (No School)	20	20
Fri.	June. 11	Final Exams (1/2 day students/full teacher)		
Mon.	June. 14	Teacher in-service (Professional Development)	9	10
		TOTAL DAYS	180	185

By and Between
The Board of Education of Carsonville – Port Sanilac Schools
and the
Carsonville – Port Sanilac Education Association/Tri-County Bargaining Association

July 1, 2010 - June 30, 2012

- Freeze Pay and steps 2010-2011 (advancement for education will not be frozen)
- Keep MESSA with the 10% CAP
- The CPS Board of Education and the CPSEA also agree to the following:
 - If the Fund Equity is over 10% (estimated at \$509,000) as of May 21st, 2011, the first \$50,000 will go to the general fund, the second \$50,000 will go to the teaching staff. Examples:
 - \$60,000 above the fund equity staff receives \$10,000
 - \$80,000 above the fund equity staff receives \$30,000
 - \$100,000 above the fund equity staff receives \$50,000
 - The staff's portion will be limited to reinstating steps and/or providing a salary increase up to 2% less FICA and Retirement costs.
 - Beyond that:
 - Any amount over \$100,000 above the fund equity staff receives 50% (maximum: unfreeze steps and 2% raise)
 - The staff's portion will be limited to reinstating steps and/or providing a salary increase up to 2% less FICA and Retirement costs.
 - Any adjustments in staff salary will be paid to the staff between June 1st, 2011 and September 1st, 2011, in equal increments.
 - Any raise will be added to the pay schedule.
- The CPSEA agrees to consider another insurance carrier.
- The CPSEA will inform the Board of Education by June 1st, 2010 if they are staying with MESSA and the 10% cap or changing to the new insurance.
- If the CPSEA decides to change insurance for the 2010-2011 school year, the CPSEA has the right to switch back to the same MESSA insurance with the 10% CAP for the 2011-2012 school year based on the 2010-2011 premium costs the Board would have paid. The board will be informed by June 1st, 2011 if a change is to occur.

2011-2012

- Unfreeze steps for 2011-2012 (The steps waived in 2010-2011 will not be made up)
- No raise
- MESSA or other insurance with a 10% CAP on premium costs the Board would have paid in 2010-11.
- The CPS Board of Education and the CPSEA also agree to the following:
 - If the Fund Equity is over 10% (estimated at \$509,000) as of May 21st, 2012, the first \$50,000 will go to the general fund, the second \$50,000 will go to the teaching staff. Examples:
 - \$60,000 above the fund equity staff receives \$10,000.
 - \$80,000 above the fund equity staff receives \$30,000
 - \$100,000 above the fund equity staff receives \$50,000
 - The staff's portion is limited in the second year (2011-2012) to up to the equivalent of a 2% raise, less FICA and Retirement.
 - Beyond that:
 - Any amount over \$100,000 above the fund equity, the staff receives 50%.
 - The staff's portion is limited in the second year (2011-2012) to up to the equivalent of a 2% raise, less FICA and Retirement.
 - Any raise will be added to the pay schedule.

It is further understood:

- Any monies over the staff limits each year goes to the district's general fund.
 - Any monies mentioned above for the staff will be paid between June 1st and September 1st each year, in equal increments. Any money paid to the staff in either or both years must also cover FICA and retirement costs.
- Article V Section A
 - Teacher's days shall not exceed 430 minutes, Change to:
 - Teacher's day shall not exceed 434 minutes,
 - For both buildings a normal teaching day shall not exceed 430 consecutive minutes. Change to:
 - For both buildings a normal teaching day shall not exceed 434 consecutive minutes.
 - Article XIV Section A.
 - Calendars for 2009-2010 shall not exceed 180 student days and 185 teacher days. Change to:
 - Calendars for 2010-2011 shall not exceed 178 student days and 183 teacher days.

Extension of contract dated July 1, 2009 thru June 30, 2010

This agreement shall be in effect as of July 1, 2010 and shall continue in effect until June 30, 2012

This agreement may be extended in writing upon consent of both parties.

EDUCATION ASSOCIATION

By: _____

President

By: _____

Chief Spokesperson

BOARD OF EDUCATION

By: _____

President

By: _____

Secretary

By: _____

Superintendent