

Agreement

between

**Cass City Public Schools**

**Board of Education**

and the

**Cass City Education Association**

**TCBA/MEA/NEA**

**August 15, 2011 – August 15, 2013**

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## **PREAMBLE**

"This Agreement is made and entered into this 20<sup>th</sup> day of June, 2011 by and between the Board of Education, Cass City Public Schools, Cass City, Michigan, hereinafter referred to as the "Board" and the Tri-County Bargaining Association, MEA/NEA, hereinafter referred to as the "Association."

## **ARTICLE I - RECOGNITION**

The Cass City Board of Education, hereinafter referred to as the "Board", hereby recognizes the Tri-County Bargaining Association, MEA/NEA, hereinafter referred to as the "Association" as the sole and exclusive bargaining representative as defined by Act 379 of the Public Employee Relations Acts of 1965 for the Cass City Education Association, which includes all teaching personnel and guidance counselors under contract who are employed and certified on a regular basis, including personnel on tenure and probation, but excluding the Superintendent, Athletic Director, Assistant Athletic Director, and Executive Personnel for the purposes of collective bargaining with respect to hours, wages, terms and conditions of employment. The term "teacher" when used hereinafter in this Agreement shall refer to all bargaining unit members defined and reference to male teachers shall include female teachers.

## **ARTICLE II - TEACHERS RIGHTS**

- A. Every teacher shall have the right to organize, join and support the Association.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, subject to normal building charges and standard application procedures.
- C. No teacher shall be prevented from wearing insignia, pins or other customary identification of membership in the Association either on or off school premises.
- D. Bulletin boards in the teachers' lounges and other established media of communication shall be made available to the Association and its members for official organization materials, but must be limited in such a way as to avoid student involvement in organizational affairs as determined by the Administration.
- E. The Board agrees to furnish to the Association in response to reasonable requests from time to time all readily available public information. The Association will pay the costs for any extra work performed by Office or Administrative personnel at the specific request of the Association. Billing will be based on the actual cost to the district and is an agreed legal obligation of the Association.

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- F. Nothing contained herein shall be construed to deny or restrict any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
  - G. Nothing contained in this Agreement will deprive the Teacher of any rights which he/she has under the Michigan Tenure Act with regard to tenure teachers.
  - H. All parties to this agreement recognize that equal and fair treatment of employees and prospective employees of the district shall be rendered without regard to race, sex, creed, color, national origin, religion, marital status, age, and/or disabilities.

### **ARTICLE III - BOARD RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

### **ARTICLE IV - DUES CHECK-OFF**

- A. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the teacher each month for ten (10) months beginning in September and ending in June of each year. Deductions for the teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June.
- B. All teachers who are members of the Association as of the effective date of this Agreement and all new teachers hired after the effective date of this Agreement shall as a condition of continued employment either:
  - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year, or
  - 2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations) upon commencement of employment.

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3. Any teacher covered by the provisions of this section who refuses to comply with the requirements of Section 1 or Section 2 above within sixty (60) days after the beginning of his employment with the Board for the current School Year shall have his services terminated by the Board at the end of the current School Year. The parties agree that failure of any teacher to comply with the provisions of this Article is reasonable and just cause for termination of employment.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or service fee, the Board agrees to promptly remit to the Association that portion allocated to the Association and to remit the balance for both the NEA and the MEA to the Michigan Education Association, Northern Thumb Uniserv Office, 4455-#1 Doerr Road, Cass City, Michigan 48726, accompanied by an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished. The Association agrees to promptly advise the Board of all members of the Association from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article.
- D. This Article shall be subject to the provisions of the Tenure Act. In the event that this Article should be challenged through the Tenure Commission, the Michigan Employment Relations Commission or the Courts, the Association will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Board. If this Article shall be found to violate the law, the Association shall be responsible for any loss or damage, including back pay, awarded by the Courts.
- E. The Association shall indemnify the Board and hold it harmless against loss or claims for damages resulting from the payment to the Association of any sums deducted under this Article, and in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Association shall intervene and defend any such action or claim.
- F. When an employee does not have sufficient money due him/her after deductions have been made for Social Security, Insurance, Garnishments, etc., or any other deductions authorized by the employee or required by law, Association dues for that month will be collected by the Association directly from the employee.
- G. If an employee who is absent on account of sickness, leave of absence or for any other reason has no earnings due him/her for that period, no deduction shall be made. The Association will arrange collection of dues for that period directly with the employee.
- H. All deductions of Association dues/service fees provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.

## **ARTICLE V - NO STRIKE**

The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that during the term of this Agreement that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **A. Definition:**

1. 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.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
3. Faculty personnel may present any grievance with the full assurance that such presentation will in no way prejudice their standing or status with the school system.
4. The term "days" when used in this Article shall mean duty days, except where otherwise indicated.
5. The Board may designate a representative, other than those specified, to handle grievances at any step of this procedure.
6. Association business shall not be conducted during the teacher's regular school day, unless advance permission is granted by the Board.

### **B. Procedure:**

1. A teacher who feels he she has a grievance must take the matter up verbally with his/ her Principal or request that the Association discuss the grievance with the teacher's Principal, within five (5) working days following the act or condition which is the basis of his/her grievance, who will attempt to resolve it with him/her.

2. If this fails to resolve the grievance, the teacher and/or the Association shall reduce the grievance to writing and present it to his/her Principal within ten (10) working days following the act or condition which is the basis of his/her grievance specifying the violation and relief sought.
3. Within ten (10) working days of receipt of the written grievance the Principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. Such conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the teacher. If the teacher or the Association does not appear at such conference, said grievance shall be considered settled.
4. Within five (5) working days after such conference the Principal shall answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the Principal's decision will be final.
5. If the Principal does not arrange a conference as provided in Section 3 or answer said grievance as provided in Section 4, the grievance may be appealed to the next step within the time limits provided.
6. If the teacher does not accept the Principal's written answer, the grievance may be appealed to the Superintendent by sending such notice in writing to him/her within five (5) working days from the date of the Principal's written decision.
7. Within ten (10) working days of receipt of the written appeal the Superintendent will arrange for a conference with the view of satisfactorily resolving the grievance. Such conference shall be scheduled at a reasonable time when there is no disruption of normal school routine and duties of the teacher. If the teacher or the Association does not appear at such a conference, said grievance shall be considered settled.
8. Within five (5) working days after such conference, the Superintendent shall answer such grievance in writing. If the grievance is not appealed from the written answer within five (5) working days from receipt of such answer, the Superintendent's decision will be final.
9. If the Superintendent does not arrange a conference as provided in Section 7 or answer said grievance as provided in Section 8, the grievance may be appealed to the next step.
10. If a teacher is not satisfied with the disposition of the grievance by the Superintendent, the grievance shall be transmitted to the Board of Education by filing a written copy thereof with the Secretary or other designee of the Board within five (5) days of the Superintendent's answer. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be most convenient to the Board, may hold a hearing on

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the grievance, review such grievance in Executive Session or give such consideration as it shall deem appropriate. Within ten (10) working days of the Board's hearing a disposition shall be furnished to the teacher and the Association.

11. If the Association is not satisfied with the disposition by the Board, or if no disposition has been made within the time limits, the grievance may be submitted to arbitration before an impartial arbitrator. The Association will make a determination on whether to arbitrate the grievance at the next regularly scheduled meeting of its Bargaining Council after receiving the Board's disposition of the grievance and notify the Board of its decision as soon as practicable. Within ten (10) school days of the date the Association notifies the Board of its intent to pursue arbitration, the parties will meet to select an arbitrator. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association, in accordance with its rules, which will likewise govern the hearing.

The Board and 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. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. (Past practice may be used as evidence, but may not be the sole basis of or justification for the Arbitrator's decision.) Both parties agree to be bound by the award of the Arbitrator. The fees and expenses of the Arbitrator shall be shared equally by both the Board and the Association.

12. Should a teacher fail to institute or appeal a decision within the time limits specified, all further proceedings on a previously instituted grievance shall be barred. Likewise, the same provisions shall apply to a teacher leaving the employ of the Board unless monetary matters are involved.
13. The parties may upon mutual agreement, designate a permanent umpire to adjudicate disputes which may arise from time to time under this agreement.
14. In the event that the grievance procedure should extend beyond the last day of school, "calendar days" shall be substituted for "school days" wherever stated.
15. Probationary teacher discharge shall be neither grievable nor arbitrable.
16. Tenure teachers who are discharged may elect either the grievance procedure as set forth (including Binding Arbitration) or an appeal to the Tenure Commission. The discharge is subject to Article VII B.

#### **ARTICLE VII - DISCIPLINE OF TEACHERS**

- A. The Board may adopt rules and regulations not in conflict with the terms of this agreement concerning the discipline of teachers.

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- B. No teacher shall be disciplined (including reprimand, suspension, or discharge) without just cause. Just cause shall include but not be limited to incompetence, insubordination, moral misconduct, and willful and/or flagrant violation of the terms of this Agreement. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
  - C. A teacher shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the teacher's personnel file. 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.
  - D. The Board agrees to follow a policy of progressive discipline.
  - E. Any signed complaint made against a teacher will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against the teacher.

#### **ARTICLE VIII - TEACHING CONDITIONS**

- A. The Board shall furnish without charge smocks for Art, Home Economics, Chemistry, Physics, Industrial Education, Biology, Physical Science, 8th Grade Science, 7th Grade Science, and Photography to be used for school purposes only. The Board will provide an area within the school office for teachers to store their valuables. The Board will not be responsible for items that are missing from said area.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.
- C. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- D. The Board shall make available in future schools, restrooms and lavatory facilities for staff use and at least one (1) room furnished for use as a staff lounge. Discussions concerning school related activities shall be treated as confidential information by all school employees. Existing buildings shall not be modified to reduce the foregoing teacher and staff facilities.
- E. The Board will carefully consider any recommendations made by the Association before adopting the school calendar as applies to holidays and vacations. The Association should present any calendar suggestions to the Superintendent prior to May 1st. If it is not possible to incorporate all Association suggestions

regarding holidays and vacations in the calendar, the reasons it is not possible will be negotiated before final adoption by the Board.

- F. The parties agree that beginning with the 2011-2012 school year subject to available finances and space as determined by the Board, class size should not exceed the following maxima:

1.	D.K. - Fourth	26
2.	Multi-age	26
3.	Middle School (5-8) Core Classes (all classes except 3a.)	27
a.	Physical Education	33
4.	Combination classes	26
5.	Secondary (9-12)	29
a./b.	English, Social Studies, General Education, Mathematics, Science, Language	29
c.	Keyboarding	29
d.	Industrial Education	26
e.	Life Skills	29
f.	Computer Science	28
g.	Health Education	30
h.	Art	28
i.	Physical Education	40
j.	AP Class	24
6.	Classes established under state programs (physically handicapped, mentally impaired, emotionally impaired, etc.) will not exceed the state guidelines for class sizes in those areas.	

*When assigning the above classified students to regular classrooms, consideration to equally distribute such students based upon programmatic needs, as determined by the I.E.P.C., will be exercised. Attempts will be made to place mainstreamed student in classrooms using an equitable distribution system, while addressing each student's individual educational needs.*

7. Elementary special teachers and classroom teachers listed under Section 1-4 and 6 (Special Ed) in Section F shall receive \$8.00 per day for each student over the maximum. Middle School (5-8) and secondary teachers (9-12 under section 5) shall receive \$2.50 per class period for each student over the maximum. Teachers not in a self contained classroom will be paid at the middle school/secondary pay rate. If and when the overload ceases to exist, payment shall stop on the day following overload relief. Payment to teachers shall be made in the first month following the end of each semester when verifying records are received from each teacher and approved by the Superintendent.

8. The Board shall make every effort to avoid split grade classes whenever possible. It shall be the goal of the District not to create split grade classes spanning more than one grade level.
9. Multi-age will not be considered a split grade or a combination class.

#### **ARTICLE IX - TEACHER RESPONSIBILITY**

A. School Hours:

For the 2011-2013 school years the following schedules will be followed:

Campbell Elementary School classes will begin at 8:00 a.m. and end at 3:06 p.m.

Middle School classes will begin at 8:05 a.m. and end at 3:07 p.m.

High School classes will begin at 8:10 a.m. and end at 3:03 p.m.

The normal high school/middle school day will be a seven (7) period day.

1. Teachers must report for duty fifteen (15) minutes before school begins and be in their classrooms no later than ten (10) minutes before the beginning of the morning session. Teachers will be available for consultation for fifteen (15) minutes after the dismissal of school, except on Friday.
2. Each full time teacher shall receive not less than 250 minutes of release time per week from teaching for the purpose of preparation for duties. It is expressly understood that this is time not inclusive of lunch breaks (provided in Para A.3.) or time prior to and after the student day. Elementary preparation time shall consist of periods consisting of any combination of the following: physical education, art, technology, music, library, character counts and/or other instructional programs. During these preparation periods, the regular classroom teacher shall not be obligated to supervise students. During work weeks which contain less than five (5) working days, teachers shall receive a pro-rata amount of release time; i.e., Four (4) days 200 minutes, Three (3) days 150 minutes, etc., to average fifty minutes per day. However it is not a violation of the contract if the pro-rata share of released time is not received in a short workweek. Part-time teachers' prep time shall be pro-rated based on daily work schedule.
3. Teachers shall receive a minimum of a thirty (30) minute duty free lunch period.

4. In cases of emergency or illness, teachers are to contact their respective Principals or appointed designee who will make arrangements for substitutes.
5. Faculty meetings, not to exceed an average of one (1) per month, may be scheduled by the building administrator before or after school. Teachers will not be required to be in attendance at such meetings exceeding one (1) hour in length without the approval of the Association.

B. Presence in Class:

1. Teachers are responsible for conduct in their rooms while they are in charge. If it is necessary for them to leave the room for any length of time for any reason, they should get in touch with one (1) of the Principals or the Main Office. Urgent telephone calls only will be conveyed to the teacher during a class period.

C. Accident Reports:

A report of any accident must be filed with the Superintendent of Schools or his/her designated representative within one (1) working day after the accident occurs.

- D. In the interest of community relations and the educational program, each teacher shall communicate personally with parents of his/her students whenever he/she or the parent deems it necessary. A written report shall be made when something of vital interest is observed or learned. The Administration may ask for a listing of parents contacted so records of these contacts should be maintained by the teachers.

- E. Administrators and teachers recognize the importance and value of having staff members voluntarily involved in the supervision of student extra curricular activities beyond the regular school hours.

The Superintendent or designee shall have the ultimate decision to offer such positions to individual(s). Seniority, positions in which the employee is involved, building assignment, and any other factors deemed important may be a consideration.

Any employee at any level may apply for vacant positions, i.e.; principal, counselor, teacher, social worker, paraprofessional, education support personnel, etc. Should there be an insufficient number of applicants from within the entire employee staff for any positions, the Board has the prerogative of offering the position outside the staff units.

Any assignment in addition to the normal teaching schedule during the regular school year shall not be obligatory. An exception to this provision may be made for class sponsors. In the event there is an insufficient number of applicants for

the positions of class sponsors, after September 15 of the new school year the Superintendent or designee can appoint a high school staff member to this position on a rotating basis as identified in the Teacher Service List for Class Sponsors/National Honors Society Advisors beginning in 1998-99. New high school employees shall be added to the top of the Teacher Service List. In no event shall a staff member be obligated to hold a class sponsorship more than once in any five (5) year period with all current high school employees taking a turn in such a position.

It will be the Association's responsibility to update the Teacher Service List and forward the list to the superintendent prior to September 14.

- F. Having negotiated acceptable remuneration for teacher substitution during the conference period it shall become a requirement that any teacher asked to substitute during his/her conference period comply. Needless to say, the Administration will attempt to hold conference period substituting to a minimum and a teacher will be required to substitute only when no volunteers are available.
- G. Members of the Cass City Chapter, Michigan Education Association, are cognizant of the fact that their employment as members of the Cass City faculty place upon them responsibilities that extend beyond the walls of their own classrooms. Every teacher bears responsibilities for student conduct whenever students fall under school jurisdiction and every teacher will assume reasonable obligation to correct any unfavorable student conduct observed.
- H. It shall be a requirement of employment that all teachers have a general outline of their lesson plan books that projects ahead one (1) week and a detailed outline that projects ahead one (1) day.
- I. No teacher shall be required to perform student supervision duties outside the school building during the lunch period or recesses. A teacher may be required to perform student supervision duties inside the school building during these periods. Beginning with the 1989-90 school year K-6 teachers shall not be required to perform student supervision inside the school building during AM and PM recesses, not including lunch periods.

#### **ARTICLE X - PERSONNEL PLACEMENT**

- A. Vacancies and Transfers:
  - 1. Any vacancy or newly created position occurring during the school year shall be posted for ten (10) school days in each building. A copy of the posting shall also be sent to the Association President.
  - 2. Requests by a teacher for transfer to a different class, building, or teaching position shall be made in writing on the annual intent form, and given to the

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Superintendent or his/her designee. It is the teachers' responsibility to state any or all areas of certification.

3. Teachers filing such requests will be notified of the vacancies they have requested. The Association shall receive a copy of the notification.
4. Any teacher indicating an interest on the intent form may request an interview of at least 15 minutes duration for each vacancy (unless terminated mutually or bilaterally by the teacher earlier) for any vacancy for which they may be certified. The teacher interested in the vacancy(ies) may request the interview(s) be with either the administrator or an interview committee consisting of teacher(s) and an administrator. Current staff shall have first consideration for this position.

When two or more staff apply and all qualifications are equal, as determined by the Superintendent, seniority shall be the determinate. The requirements shall be listed on the posting. Persons not selected for the vacancy shall be given the reason(s) for their not being chosen (if requested).

5. A vacancy is defined for purposes of this contract as a position unfilled or a new position that is currently not in existence.
  - a. All Schedule B vacancies will be posted. Schedule B vacancies will not be subject to the interview committee process.
  - b. When filling any Schedule B position, the Board may hire any person it considers qualified as long as equal consideration is given to any interested and qualified bargaining unit member.
6. Whenever vacancies occur during the normal summer months when school is not in session, the following procedure shall be followed:
  - a. Teachers who have requested a change will notify the Superintendent of their summer address in writing as soon as it becomes known.
  - b. Should a vacancy occur, the teachers who have expressed an interest in said position will be notified of the vacancy by registered mail with receipt requested at their summer address.
  - c. Teachers so notified before July 15, shall have the responsibility of contacting the Superintendent or his/her designee indicating their interest in said position within fifteen (15) days of receiving such notification. If the notification arrives after July 15, said teacher will have ten (10) days to contact the Superintendent or his/her designee. If the teacher does not contact the Superintendent (or his/her designee) by the end of the above stated times, his/her right to an interview is forfeited.

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- d. If the teacher does not respond to a written vacancy notice within two weeks of the mailing of the notice his/her right to an interview is forfeited.
  - e. Teachers shall be notified, in writing, of any changes in class assignment by August 1, when administratively possible.
- B. The duties of any bargaining unit member or the responsibilities of any position in the unit shall not be increased, or transferred to persons not covered by this agreement without the prior written agreement of the Association. The Board agrees that supervisors or non-unit personnel shall not be used at any time to displace bargaining unit members regularly employed in the bargaining unit. Provided, however, that the Assistant High School Principal and the Principal of Deford may continue to perform bargaining unit work at a level not to exceed that of the 1985-1986 school year.

#### **ARTICLE XI - RESIGNATIONS**

If the Master Contract has been ratified, a written Notice of Resignation shall be filed with the Superintendent at least sixty (60) days prior to the close of school, except in cases where extenuating circumstances may waive such notice. If contract conditions have not been determined at normal contract offering time because of delays in negotiations, teachers leaving the system should immediately notify the Superintendent in writing when they determine they will not be returning. All teachers shall be expected to comply with the Letter of Intent procedure as established by the Board. Violation of this clause will constitute a violation of professional ethics and shall become a part of the personnel record of an employee.

#### **ARTICLE XII - STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods involved by them shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his/her Principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the Principal of the disposition of the teacher's report that a particular student needs such assistance.
- 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 Board or its designated representative. The Board will provide counsel to advise the teacher of his/her

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rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

- C. Any signed complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. Any information released concerning any teacher through Freedom of Information Act or any other informal request, will be brought to the teacher's attention before being released.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.

### **ARTICLE XIII - TEACHER EVALUATION**

- A. Teachers will be informed of the specific criterion upon which they will be evaluated.
- B. Probationary teachers shall be observed at least three (3) times per year, and tenure teachers shall be observed at least once (1) per year.
  - 1. Ongoing observation: criterion will be the same as for the formal evaluation and shall be done by the building Principal.
- C. All monitoring or observation of the work of a teacher shall be conducted openly and with the knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- D. Any signed complaint made against a teacher will be promptly called to the attention of the teacher. Signed complaints shall not be incorporated into the teacher's evaluation, unless the teacher has been informed of the complaint.
- E. The first (1st) observation of a first (1st) year teacher in the system shall be preceded by a pre-observation conference between the administrator and the teacher so that the administrator can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation during which the teacher is to be observed.
- F. An observation of the teacher shall be for not less than thirty (30) minutes or the duration of a particular teaching unit.
- G. The Principal shall request that the teacher sign both copies of the evaluation sheet, signifying that the evaluation has been presented to and discussed with the teacher. A teacher who disagrees with an observation or recommendations, may submit a written reply which shall be attached to the file copy of the observation.

- H. The Principal shall, upon request, supply the teacher with copies of the written evaluation of the teacher's performance.
- I. The Evaluation Appeal Process shall be as follows:
  - 1. If a teacher feels that his/her evaluation is unsatisfactory he/she may submit a written appeal to the Principal within five working days of receipt of evaluation. The Principal shall schedule a meeting with the teacher within five (5) working days of receipt of the appeal. If the teacher and Principal do not agree the Principal shall respond, in writing, within five (5) working days of the meeting.
  - 2. If the teacher does not accept the Principal's answer, he/she may appeal the decision to the Superintendent within five (5) working days of receipt of the Principal's answer. The Superintendent shall schedule a meeting with the teacher within ten (10) working days of receipt of the appeal. If the Superintendent and the teacher do not agree the Superintendent shall respond, in writing, within five (5) working days of the meeting.
  - 3. If the teacher does not accept the Superintendent's answer, he/she may appeal the decision to a Committee made up of not more than three (3) Board members within five (5) working days of receipt of the Superintendent's answer. The Board Committee shall schedule a meeting with the teacher within fifteen (15) working days of receipt of the appeal. If the Board Committee and the teacher do not agree the Board Committee shall respond, in writing, within five (5) working days of the meeting. It is understood that the decision of the Board Committee is final and not subject to the grievance procedure.
- J. A teacher will have the right to review the contents of all records pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such a review.
- K. No material, which has a negative connotation, will be placed in his/her personnel file unless the teacher has been given the opportunity to sign the material.
- L. If discharge of a teacher (including denial of tenure or placement on second, a third or fourth year of probation) is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:
  - 1. Repeated observations of the inadequacies through the observation process described elsewhere in the Agreement.
  - 2. An opportunity for the teacher to make improvements.

#### **ARTICLE XIV - RETIREMENT OF TEACHERS**

Both parties agree to follow State and Federal guidelines as set by the State and Federal Laws.

#### **ARTICLE XV - SPECIAL CONFERENCES**

- A. Special conferences for important matters will be arranged between the Association President and the Board's designated representative upon request of either party.
- B. Such meeting shall be between at least two (2) representatives of the Association and at least two (2) representatives of the Board. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda.
- C. The Association President will appoint one (1) member from each building to meet with Board representatives to discuss curriculum and/or program needs at least once each semester.

#### **ARTICLE XVI - LEAVES OF ABSENCE**

- A. Sick Leave:
  - 1. Each teacher shall be credited with six (6) sick leave days at the beginning of each semester which shall be accumulative to one hundred twelve (112) days.
  - 2. All unused sick leave days in excess of one hundred (100) days shall be returned to the teacher at the end of the current school year on the basis of 85% of substitute pay per day.
  - 3. A teacher may borrow his second semester sick leave days in advance provided that if such teacher does not perform his/her duties for the second semester a deduction for all such borrowed time will be made from the teacher's final pay check.
  - 4. Sick leave may be used for immediate family defined as husband, wife, child, mother, father, sister, brother, grandparent, grandchild, parent-in-law, or anyone who stands in their stead.
  - 5. Upon return to work an authorization form of deduction of sick days(s) will be submitted by the employee to the building principal or their designee.

6. The Board may, with reasonable cause, require a teacher to submit to an examination, at Board expense, by an independent physician.
7. Sick leave days for any approved leave of absence shall be held in reserve pending the return of the teacher from such leave.
8. Teachers who leave the employment of the school district, except on an approved leave of absence, may have their sick leave days restricted at the discretion of the Board. However, such days shall not be applied toward terminal retirement pay.

B. Emergency Leave:

1. One teacher may be permitted to attend the funeral of a student within the system as a representative of the school at the discretion of the Board.
  - (a) No time shall be deducted from sick leave.
  - (b) No other responsibility shall be incurred by the Board.
2. Leave time may be granted at the discretion of the Superintendent for the following reasons and if granted shall be deducted from sick leave:
  - (a) Quarantine of employees or employees' living quarters.
  - (b) Required court appearance under subpoena.
  - (c) One (1) day may be granted for death of a close associate.

C. Bereavement Days:

One (1) to three (3) days will be granted for death in the immediate family (as defined in subsection A.4) which shall not be deducted from sick leave. Three (3) additional sick days may be used from the teacher's individual sick bank. Additional days may be granted by the Superintendent upon verification of need.

D. Personal Days:

1. Teachers shall be entitled to personal days. Personal days shall be deducted from sick leave. Teachers must submit a request in Skyward or other administrative provided system at least two (2) working days in advance, except for emergencies, when such time may be granted at the discretion of the Superintendent or his/her designated representative, subject to the teacher providing a satisfactory reason for such absence. Two (2) teachers will be excused on any given day. Additional teacher(s) may be excused on that given day at the discretion of the Superintendent. Days shall be granted based upon the date and time received by the Superintendent or his/her Administrative designee.

- (a) The deduction of Personal Day(s) and sick leave shall be as follows: All teachers shall be entitled to five (5) Personal Days which shall be deducted from sick days. Tenured teachers shall be entitled to one (1) additional personal day which shall be deducted from sick days. Personal days may be used in 1/2 day increments.

E. Leaves of Absence With Pay:

1. Court Appearances:

Teachers will not be charged leave time for any required court or related legal appearances when those days are related to school business. This would not include litigation initiated by the teacher against the school district.

2. Jury Duty:

The teacher shall advise the Superintendent when he/she receives notification of jury duty service and he/she must make every effort to be reassigned to a non-school period and in no event shall the teacher be reimbursed a sum greater than the difference between the jury duty pay and his/her regular salary.

F. Leave of Absence Without Pay:

1. Procedure:

- (a) Leaves of absence may be authorized by the Board upon recommendations of the Superintendent.
- (b) No leaves of absence shall be granted for a period longer than one (1) year except by specific action of the Board.
- (c) Written application for such leave shall be made by the teacher addressed to the Superintendent, who shall make such investigation as is necessary to determine if the granting of such leave would serve not only the interest of the teacher, but also the School District. If such leave is granted by the Board, it will include the specific dates for beginning date and termination date of the leave.
- (d) Such leave of absence shall be without compensation from the School District, except as may be determined or abrogated by the Board upon evidence of violation of the Agreement.
- (e) Leaves of absence may be denied or abrogated by the Board upon evidence of violation of the Agreement.
- (f) A teacher on an approved leave of absence may return upon expiration of the leave when there is a position available for which he/she is certified and qualified as defined in Article XXI G. (2). Application to return from a

leave of absence shall be filed with the Superintendent not later than March 15 preceding the September in which he/she wishes to return, or not later than November 1, if he/she plans to return at the beginning of the second semester of any school year. Failure to comply with this written notification shall constitute a voluntary resignation of the teacher from employment with the Board.

- (g) No guarantee will be made to persons granted a leave that they will be granted first consideration for a comparable or the same position as was held when the leave was granted.
- (h) In computing service to determine the teacher's position on the salary schedule at the expiration of the leave, time spent on leave shall not be counted as active service in the School District.

2. Adoption:

- (a) The Board may grant a leave of absence for the purpose of adoption, without pay, to any teacher who has been employed in the school district upon written request for such leave.
- (b) The teacher must inform the Board when the adoption agency has approved the application for adoption, and it is recommended that the teacher inform the Board when the original application for adoption is made.

3. Military Leave:

- (a) Subject to the provisions of the Soldiers and Sailors Relief Act a teacher shall be granted a leave of absence without pay for the period of initial conscription.
- (b) The teacher shall be offered re-employment providing:
  - 1. He/she has not been dishonorably discharged.
  - 2. He/she is fully qualified to perform the position available.
  - 3. He/she applies for re-employment within ninety (90) days after discharge from military service.

G. Conference Days:

Teachers will be granted leave of one (1) day per year for the purpose of attending meetings or conferences of an educational nature that pertains to their responsibilities in the Cass City Public Schools. In the event the meeting or conferences is for more than one day (i.e., a two or three consecutive day conference, and only one day is approved, the teacher may use his/her unused personal business day(s).) All expenses for said conferences or meetings shall be borne by the participant. However, if a teacher attends a conference or meeting at

the written request of the school administration, then registration fees and all other expenses shall be borne by the Board. Requests to attend a conference or meeting shall be submitted two (2) weeks in advance of the meeting unless a shorter timeline is mutually agreed to. No more than four (4) people will be allowed to attend a single conference or meeting. If the teacher requests attendance at a conference the Board will pay up to fifty (\$50.00) dollars for the conference registration fee per year

**ARTICLE XVII - INSURANCE**

The Board agrees to furnish all members of the bargaining unit with the following insurance protection:

- A. The Employer shall provide without cost to the bargaining unit member MESSA-PAK for a full twelve (12) month period for the bargaining unit member and his/her entire family.

Bargaining unit members not electing MESSA-PAK Plan A will select MESSA-PAK Plan B. Any contribution amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

Plan A	Plan B
Choices II	Dependent Life \$2,000/\$1,000
Adult Immunization LTD 66 2/3% Plan I 90 day modified fill \$3750 maximum Alcohol/drug 2 year Mental/nervous same as any other illness	Adult Immunization LTD 66 2/3% Same as Plan A
SS Freeze	
Delta Dental Plan A (80/80/80/80) Class III Maximum \$2500	Delta Dental Plan A (80/80/80/80) Class I, II, III Maximum \$2500
Negotiated Life \$35,000	Negotiated Life \$35,000
VSP 3 Gold	VSP 3 Gold
\$10/20 Prescription Co-pay OV/UC/ER Co-pay \$20/\$25/\$50 IN Deductible \$100/\$200	

Effective with the 2011-2012 school year the orthodontic lifetime maximum shall be increased to \$4,000 – Class IV.

OptionAll – shall be available to members who elect to participate. The cost of the OptionAll program shall be funded from the District's savings from the FICA reduction caused by the program. Additional FICA savings incurred by the District from this program will be used at the discretion of the Association to administer the distribution of reimbursement and/or the program beyond the districts normal

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and customary duties. If the Board and the Association mutually agree to discontinue the OptionAll Program, the OptionAll Program will be withdrawn from this Agreement.

**2011-2012 and 2012-2013**

\$1,440.00/month Board insurance contribution for MESSA PAK vision, dental, health, LTD and life and shall be calculated as a total composite. The Board will pay ninety (90%) percent of this rate.

**For the 2011-2012 and 2012-2013 School Years** the members agree to pay ten (10%) percent of the monthly premium composite rate based upon the \$1,440.00 Board insurance contribution.

- B. The employer shall provide a cash option in lieu of health benefits. The cash amount shall be in the amount of \$115.00/month. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.
- C. A teacher on an approved leave will have the option of continuing health insurance coverage at group rates by paying the total premiums for the length of his/her leave in accordance with the provisions of the health insurance carrier.
- D. All benefits for part-time teachers shall be pro-rated based upon the amount of their daily employment.

**ARTICLE XVIII - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. It shall likewise supersede any oral agreements or practices. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement or any subsequent agreement covering the same school year. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.
- B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. Copies of this Agreement shall be reproduced at the expense of the Board and presented to all teachers now employed or hereinafter employed by the Board. The Association will be provided with thirty (30) copies of this Agreement by the

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Board. The Association agrees to reimburse the Board for said copies at a rate of one dollar fifty cents (\$1.50) per copy.

- D. If any provisions 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 not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Upon receiving the proper authorization from a teacher, the Board shall make payroll deductions for United Fund, Hills and Dales Hospital Building Fund, Team One Credit Union, Hospitalization Insurance, and M.E.A. Tax Sheltered Annuities and up to two additional annuity programs to be named by the Association. The Board will not be required to make more than two (2) changes in such deductions during the current School Year for each teacher.
- F. At the beginning of each year the Association shall be credited with eight (8) Association Leave days to be used at the discretion of the Association. The Association will notify the Board at least forty-eight (48) hours in advance of taking such leave. Up to four (4) unused Association days may carry over to the next year. Three individuals per day will be excused. The Association agrees to reimburse the Board, at the substitute teacher's daily rate, for each Association day used.
- G. Professional Development days will be planned by a committee made up of faculty members at each level or in each building. A plan for the Professional Development time shall be submitted to the building principal no later than one (1) month prior to the planned time.

#### **ARTICLE XIX - PROFESSIONAL COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

##### **2011-2012**

Teachers will receive an off schedule salary adjustment of \$2,500.00 to be paid on the first pay.

##### **2012-2013**

Teachers will receive an off schedule salary adjustment of \$2,000.00 to be paid on the first pay.

STEP	BA	BA+18	MA	MA+15	MA+30
1	36993	36993	39174	40360	41550
2	39035	39035	41446	42626	43833
3	41085	41085	43709	44900	46109
4	43130	43130	45973	47171	48387
5	45181	45181	48240	49446	50668
6		47227	50501	51719	52946
7		49276	52764	53990	55224
8		51322	55029	56261	57500
9		53369	57292	58535	59779
10		55419	59558	60809	62059
11		57466	61821	63080	64336

For 2011-2012 and 2012-2013, teachers shall remain on the Step he/she was placed in 2010-2011, however, teachers may move on columns, based upon changes in degrees or credit hours.

Any bargaining unit member with either a Specialist or a Double Master's degree shall receive a bonus of \$794.00 on top of the current wages. This wage increases yearly along with the yearly percentage increases.

Service Stipend shall be a percentage of the BA base.

Beginning with the 12<sup>th</sup> year of service to the Cass City Public Schools, the following service stipend(s) shall be paid:

<u>Years</u>	<u>Percent</u>
12-14	1.1%
15-19	2.1%
20-24	3.1%
25+	4.1%

The years of service to Cass City Public Schools do not have to be consecutive years of service.

Salary adjustments for the awarding of a degree, additional credits, or service stipend shall be made at the beginning of each semester, providing that verification indicating such degree or credits were successfully completed is received by the Superintendent on or before September 30<sup>th</sup> for the first semester and February 15<sup>th</sup> for the second semester.

All positions that are not listed in Schedule B are to be posted, and the compensation for the position will be determined jointly by the Board and the local C.C.E.A. for positions not covered by the present contract.

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**SCHEDULE B**

Driver Education \$25.58/hr  
(shall increase at the  
Schedule A rate)

Homebound teaching (Same as Driver Education)  
High School Homework Support (Same as Driver Education)

Gessell Testing \$19.19/child  
(shall be 75% of the  
Driver Ed. Hourly rate)

All Athletic/Extra curricular personnel shall receive extra duty pay according to the following schedule. All percentages are based on the BA Base Step 1 and 2 of the Salary Schedule.

<u>Step 1</u>	<u>Step 2</u>
1-6 yrs. exp.	7+ yrs. exp.

Experience shall be based on continuous experience in the same athletic sport or extra curricular activity within the Cass City Schools, i.e. such as moving from seventh grade to eighth grade basketball.

Compensation for Schedule B positions are listed as follows. If there is a deviation from the salary schedule due to an agreed upon splitting or sharing of a single position between more than one individual, the Association shall be provided notice of this Agreement. But, if there is any deviation from Schedule B listed compensations, then the association and the Board Representative shall meet to agree upon the revised rate of pay.

All positions that are not listed in Schedule B are to be posted, and the compensation for the position will be determined jointly by the Board and the local C.C.E.A. for positions not covered by the present contract.

Athletics

Head Football	12%
Head Basketball (Boys and Girls)	12% each
Varsity Track (Boys and Girls)	10.0% each
Assistant Track Coach for the entire program	5.2%
(An additional Assistant Track Coach may be added at the Board's discretion)	5.2%
Wrestling	10%
Varsity Baseball and Softball	8.7% each

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Varsity Soccer (Boys and Girls)	8.3% each
Assistant Varsity Football	7.7%
J.V. Football	7.7%
J.V. Basketball (Boys and Girls)	7.7%
Varsity Volleyball	10%
Weight Room Coordinator	3.0%
Varsity Gymnastics	6.6%
Assistant J.V. Football	6.6%
Freshman Football or Asst. V. Football	6.6%
Assistant Freshman Football or Assistant JV. Football	5.8%
Assistant Wrestling	5.8%
Middle School Wrestling	4.0%
J.V. Baseball and Softball	6.0% each
Freshman Boys & Girls Basketball	6.6% each
8th grade Boys and Girls Basketball	5.8% each
7th grade Boys and Girls Basketball	5.8% each
Head 7th & 8th Grade Football	5.8%
Golf	5.2%
Assistant Golf (if 16 + are on the team)	3.0%
Cross Country (Boys & Girls)	4.6%
(There must be a minimum of five (5) team members on each of the boys and girls teams in order for the 4.6% salary to be paid for each team. If there are fewer than five (5) team members on either team, 2.3% will be paid per partial team.	
J.V. Volleyball	5.8%
Freshman Girls Volleyball	5.1%
7th & 8th Grade Volleyball	4.0% each
Elementary Volleyball	4.4%
Cheerleading (High School)	
(Combined total for fall & winter seasons)	4.6%
7th & 8th Grade Track (Boys & Girls)	4.4% each
Elementary Basketball	4.4%
Assistant 7th & 8th Grade Football	4.4%
7th & 8th Grade Cross Country	3.7%
Assistant 7th & 8th Grade Volleyball (if 24 + athletes are on each team)	2.9% each
7th & 8th Grade Cheerleading (for both fall & winter seasons combined)	

Extra Curricular

Team Leaders/Key Teachers/SAM  
Leaders/Teacher Coaches/  
or Department

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Chairs	1.0%
FFA	10.0%
Young Authors	0.5%
Student Council	
Elementary	0.5%
Middle School	1.0%
High School	2.0%
Quiz Bowl	1.0%
High School Guidance Counselor	7.0% (includes two weeks before and two weeks after school)
Middle School Counselor	3.5% (includes 1 wk. before & after school)
Class Sponsors (2 each)*	
Freshman	1.0% (each)
Sophomore	1.0% (each)
Senior	1.5% (each)
Junior	1.5% (each)

(\*Class sponsors shall be considered one position for the purposes of accruing continuous experience. Therefore if a sponsor(s) wanted to continue from freshman class sponsor through senior sponsor to follow a class those years would accrue as continuing experience. Class sponsors shall not be responsible for more than one fundraiser of their choosing per school year during their term as that class sponsor. No class sponsor will be required to have prom responsibilities unless that person also chooses to serve as prom coordinator.)

Prom Coordinator	4.5%
Jazz Band	1.9%
Marching Band	3.7%
Assistant Marching Band	2.6%
Pep Band	1.9%
Sr. High Concert	1.9%
Middle School Annual	1.5%
Middle School Concert	1.4%
Sr. High Solo and Ensemble	1.9%
7th & 8th Grade Solo and Ensemble	1.4%
Vocal Music	3.2%
Sr. High Dramatics (Per play)	2.3%
Middle School Dramatics	1.2%
Debate	9.5%
Assistant Debate	3.0%
Discussion	1.4%
Individual Events	2.3%
Theatre Festival	1.4%
Annual and Newspaper (Senior High)	5.8%
*Library	3.5%
National Honor Society	0.6%

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Assistant National Honor Society	0.4%	
Academic Games (High School) (for each core area of competition)	1.1%	
Academic Track Coordinator (Middle Sch)	2.0%	
Middle School Academic Track		A flat rate of \$125.00 will be paid to each person who coaches at least three (3) academic areas which include (Arithmetic, Biology, Geography, U.S. History, Music Theory, Trivia, Word-O-Clock, Mathematics-Story Problems, Physical Science, Earth Science, Ancient History, Speech and Theater, Spelling, Communication Arts, Potpourri, Art-Graphite/Charcoal, Art-Dry Color, and Art Theory, or at least two (2) performing areas which include Interpretive Reading, Vocal Solo, Dramatic Reading, Boys Quartet, Skits and Improvisation, Instrumental Solo, Girl's Trio, and Instrumental Group.)

\*Includes one week before school and one week after school.

#### ARTICLE XX - SALARY SCHEDULE TERMINOLOGY

- A. A teacher attaining credits enough to be placed on a new salary bracket before school starts in September will be placed in that bracket immediately. When teachers receive their degree, cognizance of that fact will be taken at the beginning of the following semester and their salary adjusted accordingly.
- B. Experienced non-degree teachers in the system will be credited with up to five (5) years of experience on the salary schedule when they attain a Bachelors Degree.
- C. Experienced teachers entering the system will be credited with up to five (5) years of outside experience. Teachers with five (5) years or less experience will be credited with actual years of experience only. The board reserves the right to credit additional years of teacher experience. Teachers presently employed shall be credited with their total teaching experience and placed on the salary schedule accordingly with the understanding that there shall be no retroactive adjustment.
- D. Teachers employed by the Board of Education in the 1986-87 School Year who possess a Bachelor's Degree but less than a Master's Degree and who have more than 5 years of teaching experience will be placed on the appropriate step of the BA+18 Salary Schedule.

- E. Paychecks will be issued at the individual's choice of twenty-one (21) or twenty-six (26) equal pays. Those choosing twenty-six (26) pays, may state to receive their remaining money in a lump sum in their twenty first check.
- F. Increments for part-time teachers will be pro-rated on the basis of actual teaching Experience ( a teacher who has taught 2/7 of the school day is entitled to 2/7 of the increment).
- G. Past experience will be evaluated in terms of actual time employed.
- H. When teachers replace at administrative request during their conference period other teachers absent with administrative approval, the replacement teacher shall receive extra pay of twenty-five dollars (\$25.00) per clock hour to the nearest quarter hour. (K-12).
- I. Teachers who do substitute teaching during their conference period will be paid four (4) times a year, in mid-November, at the end of the first semester, around the first of April and at the end of the school year.
- J. Payment upon retirement from the District for unused sick days shall be at a rate of 66.7% (2/3) of substitute pay per day.
- K. Any teacher who uses his/her personal automobile on school business with administration authorization shall be reimbursed at the rate of the IRS minimum rate (rounded off to the nearest whole number). This rate shall not apply to transit between school and home.
- L. In the event the Cass City Board finds it necessary to reduce program offerings due to the financial condition of the District, teachers who do not receive such programs in their regularly scheduled teaching load/day, will not be reimbursed for the deletion of such programs.
- M. 1. Any additional days in excess of 185, added to the individual or the *total staff* shall be prorated at .5% of the individual teacher's Schedule A salary.

Any additional minutes added to the instructional day to increase the total number of instructional hours will be prorated at the .5% of the individual teacher's Schedule A salary.

2 minutes added to 180 days = 6 hours = 1 instruction day

1 hour would equal 1/6 of the day.

If for example one (1) or two (2) days were added in 2002-2003, for the staff, in the next year of 2003-2004, one (1) or two (2) days could be deleted reducing the days worked back to the 185 day level thus eliminating the .5% pay rate for each day reduced back to the 185 day level.

Additional days/hours/minutes would include required work assigned by the superintendent or his/her designee beyond the contracted duties, obligations, or time.

*This would not include voluntary, summer or after hour programs, school programs, curriculum development, Professional Development, committee meetings or workshops, etc.*

Additionally, this language is not intended to impact existing language found in Article XXIII – School Calendar sections.

2. A committee consisting of the Superintendent, a Board Representative, the Association President and TCBA Bargaining Chair shall be informed if the state mandates more than two additional non-funded instructional days or the equivalency of hours (beyond the current state mandated minimum of 180 days) that cannot be offset by Professional Development days. Any recommendation(s) shall be within the parameters of the current Master Agreement, unless otherwise agreed to by both parties.

#### **ARTICLE XXI - REDUCTION IN PERSONNEL, SENIORITY, LAYOFF AND RECALL**

- A. The word "layoff" shall mean a necessary reduction in the work force due to decreased student enrollment or shortage of revenue. No teacher shall be laid off pursuant to a necessary reduction in the work force without fifteen (15) calendar day notice received in writing.
- B. No later than thirty (30) days following the ratification of this Agreement, and by every September 30 thereafter, a seniority list shall be prepared. All teachers shall be ranked on the list in the order of their beginning date of employment. Seniority shall be defined as years or fraction of years of in-district service, which are uninterrupted by resignation or discharge.
- C. In the circumstance of more than one individual teacher beginning employment on the same date, all individuals so affected will participate in a drawing, by lot, to determine position on the seniority list. The Board will notify the TCBA and employees so affected in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and TCBA representatives to be in attendance.
- D. The seniority list shall be made available to the Association each school year. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the TCBA upon request.
- E. Seniority shall continue to accumulate when teachers are on military, study and parental leave.
- F. All seniority is lost when there is both a severance of employment and a break in service; however, seniority is retained if a severance of employment and a break in

service is due to layoff, in such cases, teachers so affected shall retain all seniority that has been accrued as of the effective date of layoff.

An administrator who has been in the bargaining unit and returns to a vacant position, which has not been created by layoff, shall be credited with that seniority which he/she had at the time he/she left the bargaining unit.

G. In the event of necessary reductions in personnel beyond those covered by normal attrition, the Board of Education will assign staff in accordance with the following guidelines:

1. The Board shall develop the proposed educational program for the forthcoming year, identifying the staffing needs for each building. The Board shall provide a list including but not limited to the following categories for each school:

Grade level (elementary)

Subjects (grades 7-12)

Special instruction (elementary art, music, P.E., reading, special education, middle school counselor, etc.)

Special services (social services, nurses, special education, psychologists, attendance officers, etc.)

The number of positions required for each school program not based at a school.

The list of District staff positions shall be published and posted in each building with a copy to TCBA. Such lists shall be so published and posted prior to any layoff.

2. Staff Placement:

Beginning with the first name on the seniority list, each individual will be assigned in accordance with the following priority:

- a. Current assignment; if not available then,
- b. Another grade/department in same building; if the individual has higher seniority than the individual in the current assignment; if not available then,
- c. Current grade/department in another building; if not available then,
- d. Another grade/department in another building, if the individual has higher seniority than the individual in the current assignment.
- e. If no vacancy remains in any grade/department for which the employee is certified and qualified, in any building, the employee will be laid off. Notification of layoff will be forwarded to the employee with copies to the TCBA.

When a choice of building, grade, or department is possible for a displaced teacher, the Board shall consult the teacher as to his/her choice prior to making any assignment.

3. Recall:

- a. Laid off teachers shall be recalled to the first vacancy for which they are certified and qualified in reverse order of layoff. Qualifications for placement in a position shall be determined by the valid state teaching certificate(s) or license(s) held by the employee, major or minor fields of study, successful teaching experience of a complete semester's duration in the grade level or subject area or nine (9) semester hours of college level preparation in the subject area.
- b. A laid off teacher shall be considered laid off until he/she is reinstated in the district. Refusal of an offer from the Board of a position for which he/she is certified and qualified, or failure to respond within ten (10) calendar days of its receipt to a written offer of a position made by the Board shall be cause for termination.
- c. Notifications of a recall shall be in writing with a copy to the TCBA. The notification shall be sent by certified mail to the teacher's last known address.
- d. Recalled teachers shall be entitled to all sickness and leave benefits accumulated prior to the layoff. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

4. Special Conditions:

- a. A laid off teacher shall upon application be granted priority status on the district substitute teacher list subject to their certification and qualifications.
  - b. A laid off teacher may continue his/her health and dental benefits by paying the normal monthly group rate premium for such benefit(s) to the Board subject to any restrictions imposed by the insurance carrier, provided however that the Board of Education will continue to pay the premiums for hospitalization coverage for a period of three months after the effective date of layoff.
5. If no vacancy remains in any grade department or building, the employee will be laid off. Notification of lay off will be forwarded to the employee with copies to the Tri-County Bargaining Association.

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When a choice of building, grade or department is possible for a displaced teacher, the Board shall consult the teacher as to his/her choice prior to making any assignment.

H. Staff Displacement:

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, or "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.

**ARTICLE XXII - SCHOOL IMPROVEMENT**

In order to improve the school environment and student outcomes and to introduce and promote site-based decision-making within individual buildings, the parties agree as follows:

1. The School Improvement District Team (SIT) will be representative of instructional staff, administrators, and parents and may include non-instructional staff and students. The teacher representatives will be selected by building staff members.
2. The School Improvement District Team (SIT) will be comprised of the following:
  - a. One (1) teacher representative from each building teaching staff to be selected annually by each buildings' staff members,
  - b. One (1) additional teacher from the building whose teacher representative serves as district facilitator.
  - c. The association president.

The SIT will coordinate mutually agreeable meeting dates. The Board of Education may grant release time for school improvement activities.

3. The School Improvement District Team shall meet in the first semester and as needed throughout the year to assess needs, develop and discuss Professional Development plans for the district and/or coordinate building plans for future Professional Development.
4. All parties will abide by the Master Agreement.

## ARTICLE XXIII - SCHOOL CALENDAR

### I. ACT OF GOD DAYS

Beginning with the 2011-2012 school year, the calendar shall reflect the minimum number of instructional days as required by the State Aid Act. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, will be rescheduled to insure that the District meets the requirements specified in the State Aid Act. Teachers will receive their regular pay

for days which are canceled but shall work on any rescheduled days with no additional compensation, provided, however,

1. That the parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Article XXIII.
2. That should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate. Providing, however, if insufficient numbers of students attend school on such a rescheduled day, to count it as a day of instruction, and school is canceled on or before noon, teachers may be required to report for an additional one-half day without additional pay. This provision is conditioned on the Department of Education allowing one-half day of student instruction to be counted as a full day for purposes of state aid.
  - a. A half-day is defined as the midpoint between the starting times and the ending times of school.
3. That it is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills, the teacher may at his/her option:
  - a. Use his/her personal leave under the terms and conditions set forth in Article XVI(D).
  - b. Pay a sum not to exceed \$35.00 per day from his/her daily pay to cover the substitute costs. It being understood that the teacher will receive his/her full pay except for the amount set forth above.
  - c. Apply for unpaid leave time.
4. That should the provisions of State Law be rescinded or modified, the above provisions shall, to the extent permitted by law, be considered null and void and the provisions and practices in existence prior to this agreement shall be

reinstated to the extent permitted by the rescission or modification without causing the District to lose State Aid.

- II. A. The school year calendars for this agreement shall contain the following:

2011-2012

Campbell	172 Instructional Days
AM Young 5's	174 Instructional Days
PM Young 5's	171 Instructional Days
Middle School	172 Instructional Days
High School	170 Instructional Days
Teacher Work Days	181 Days

2012-2013

Campbell	172 Instructional Days
AM Young 5's	174 Instructional Days
PM Young 5's	171 Instructional Days
Middle School	172 Instructional Days
High School	170 Instructional Days
Teacher Work Days	181 Days

- 3) The first scheduled student day of the school year shall be a "meeting free" full day with students. The last scheduled student day of the first semester shall be an A.M. half (1/2) day with students and a P.M. "meeting free" teacher half (1/2). The last scheduled student day of the school year shall be a "meeting free" full day with students followed by a "meeting free" teacher day.

The Board and local TCBA members shall meet during May or June of each year to determine specifics of starting and ending dates, vacations, etc.

\*\*If the buffer hours are not used, as currently scheduled in Article IX, those additional hours of instruction may, with joint agreement between the Association and Superintendent, be used for Professional Development, non-instructional use, or early release. Teachers will be required to report on "Snow Days/Act of God Days" of cancelled student instruction unless the day(s) are cancelled by the administration. Reporting times on such days may be modified at the discretion of the administration.

**2011 – 2012 Calendar**

<b>Date</b>	<b>Purpose</b>
August 30, 2011 (T)	Teacher Orientation
August 31, 2011 (W)	Teacher Professional Development
September 1, 2011 (Th)	Teacher Professional Development
September 6, 2011 (T)	First Student Day – Full Day
October 17, 2011 (M)	AM Professional development – No Students <b>Afternoon/Evening Parent/Teacher Conference</b>
November 15, 2011 (T)	No School
November 23, 2011 (W)	AM ½ day Teacher Professional Development – No School
November 24 & 25, 2011	No School – Thanksgiving Break
December 20, 2011 (T)	Winter Break begins at the end of student day
December 21, 2011 (W)	AM ½ day Teacher Professional development – No Students
January 3, 2012 (T)	School resumes
January 20, 2012 (F)	End of First Semester AM ½ student day PM ½ teacher day
February 20, 2012 (M)	No Students – Professional Development Day
March 30, 2012 (F)	Spring Break begins at the end of the day
April 10, 2012 (T)	School Resumes
May 25, 2012 (F)	AM ½ student day PM ½ Professional Development Day
May 28, 2012 (M)	No school Memorial Day
June 1, 2012 (F)	Last full day with student meeting free
June 4, 2012 (M)	Last meeting free teacher work day

**Calculations\***

Hours	Building	Student contact	Prof Dev.	Teacher
6.43	Campbell	<b>170</b>	35.75	181 days
3.18		<b>2 partial</b>		
3.17	AM Young 5's			
3.18	PM Young 5's			
6.45	MS	<b>170</b>	35.75	181 days
3.80		<b>2 partial</b>		
6.31	HS	<b>168</b>	42.25	181 days
3.63		<b>2 partial</b>		

Reported Days/Hours in **BOLD**

Parent/Teacher conference: 6.5 total hours

Full day Professional Development: 6.5

Partial Day Professional Development: 3.25 hours or less as agreed upon between the Association and the Board Representative.

**2012 – 2013 Calendar**

<b>Date</b>	<b>Purpose</b>
August 28, 2012 (T)	Teacher Orientation
August 29, 2012 (W)	Teacher Professional Development
August 30, 2012 (Th)	Teacher Professional Development
September 4, 2012 (T)	First Student Day – Full Day
October 15, 2012 (M)	AM Professional Development – No Students <b>Afternoon/Evening Parent/Teacher Conference</b>
November 15, 2012 (Th)	No School
November 21, 2012 (W)	AM ½ day Teacher Professional Development – No Students
November 22 & 23, 2012 (Th & F)	No school Thanksgiving Break
December 19, 2012 (W)	Winter Break begins at the end of student day for students
December 20, 2012 (Th)	AM ½ Day Teacher Professional Development – No Students
January 3, 2013 (Th)	School Resumes
January 18, 2013 (F)	End of First Semester/ AM ½ students day PM ½ Teacher Day
February 18, 2013 (M)	No Students – Professional Development Day
March 28, 2013 (Th)	Spring Break begins at the end of the day
April 8, 2013 (M)	School Resumes
May 24, 2013 (F)	AM ½ Student day PM ½ Professional Development Day
May 27, 2013 (M)	No School – Memorial Day
June 3, 2013 (M)	Last full day with students meeting free
June 4, 2013 (T)	Last meeting free teacher work day

**Calculations\***

Hours	Building	Student contact	Prof Dev.	Teacher
6.43	Campbell	<b>170</b>	35.75	181 days
3.18		<b>2 partial</b>		
3.17	AM Young 5's	<b>172</b>		
3.18		PM Young 5's		
6.43	MS	<b>170</b>	35.75	181 days
3.80		<b>2 partial</b>		
6.31	HS	<b>168</b>	42.25	181 days
3.63		<b>2 partial</b>		

Reported Days in **BOLD**

Parent/Teacher Conference: 6.5 total hours

Full Day Professional Development: 6.5 hours

Partial Day Professional Development: 3.25 hours or less as agreed upon  
between the Association and the Board Representative.

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**ARTICLE XXIV - TERMINATION**

- A. This Agreement shall become effective August 15, 2011, and remain in effect until 12:01 A.M., August 15, 2013.
- B. At least sixty (60) days prior to the expiration of this Agreement the parties will begin negotiations for a new Agreement covering hours, wages, terms and conditions of employment of teachers employed by the Board.
- C. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BOARD OF EDUCATION OF THE  
CASS CITY PUBLIC SCHOOLS

TRI-COUNTY BARGAINING  
ASSOCIATION

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Date

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Date

MICHIGAN EDUCATION ASSOCIATION

\_\_\_\_\_  
UniServ Executive Director

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Date