### Agreement between

# Cass City Public Schools Board of Education

and the

# Cass City Education Association TCBA/MEA/NEA

August 15, 2018 – August 15, 2021

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### **PREAMBLE**

"This Agreement is made and entered into this 23rd day of July, 2018 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 or required to wear 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.
- 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.
- I. Classroom video surveillance is prohibited except as used as evaluation tool.

### 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 - 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 V - 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.
- 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 the grievance, review such grievance in Executive Session, consistent with the Open Meetings Act, 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 within 30 days. 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) working 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. In the event that the grievance procedure should extend beyond the last day of school, "calendar days" shall be substituted for "work days" wherever stated.
- 14. The District shall comply with the Tenure Act including the appeal process.
- 15. The Arbitrator may not rule on a prohibited subject of bargaining or board policies pertaining to prohibited subjects of bargaining.

### **ARTICLE VI - TEACHING CONDITIONS**

A. The Board shall furnish without charge smocks for Art, Secondary Science, and Industrial Education 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 District will provide time during Professional Development Days to include any learning videos or other materials required by the Department of Education or by the District; such as safe school videos, CPR, etc... Time will be built into the Professional Development Days for all these requirements to be fully completed during the normal PD hours.
- G. The parties agree that subject to available finances and space as determined by the Board, class size should not exceed the following maxima:

1.	Elementary DK-Sixth a. Physical Education b. Technology	28 33 28
2.	Secondary 7-8 core classes 9 -12 a./b. English, Social Studies,	30 30
	General Education, Mathematics, Science, Language	30
	c. Keyboarding	30
	d Industrial Education (including all classes requiring similar certification for instruction, such as Drafting, Carpentry, Basic Home Repair	26
	<ul><li>e. Life Skills</li><li>f. Computer Science/Technology</li><li>g. Health Education</li><li>h. Art</li></ul>	30 30 30 30

i. Physical Education	40	
j. AP Class	30	
k. STEM	28	

3. Classes established under state programs (physically disabled, 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.

4. Classroom teachers listed under Section 1 shall receive \$7.75 per day for each student over the maximum. Secondary teachers (7-12 under section 2 shall receive \$2.80 per class period for each student over the maximum. Teachers not in a self-contained classroom will be paid at the 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. The District will accept written, email or electronic confirmation of the overload.

### **ARTICLE VII - TEACHER RESPONSIBILITY**

### A. School Hours:

The following schedules will be followed:

Elementary School classes will begin at 8:00 a.m. and end at 3:08 p.m.

Junior/Senior High School classes will begin at 8:00 a.m. and end at 2:56 p.m.

The normal Junior/Senior high 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.
- 6. It is further understood that for grades K 4 each full day of Elementary school will include at least one 15 (fifteen) minute recess period as determined by the administration.

### 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 <u>only</u> will be conveyed to the teacher during a class period.

### C. Accident Reports:

A report of any accident <u>must</u> 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. These contacts should be recorded in Skyward.
- E. 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. 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. The District will accept written, email or electronic confirmation of emergency substitution during conference period by the teacher substitute.
- F. Teachers have 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 during the school day.
- G. 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.

H. 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. K-6 teachers shall not be required to perform student supervision inside the school building during AM and PM recesses, not including lunch periods.

I. The District agrees to implement a Mentor Teacher Program to support new teachers to the profession (under four [4] years) and to increase the levels of understanding and skills of new teachers. The Administration will make every effort to match mentors and new teachers that work in the same building and have similar certification when/if possible. All appointments as a mentor teacher are voluntary. Mentors and new teachers will meet a minimum of three (3) hours per semester the first year, two (2) hours per semester the second your and one (1) hour the third year. The Mentor Teacher Program may be reviewed at the end of each semester by the building principal, mentor teacher and mentee to ensure progress is being made. Compensation for the Mentor Teacher will be \$300.00 for the first year, \$200.00 for the second year and \$100.00 for the third year of the Mentor Teacher Program.

### **ARTICLE VIII - PERSONNEL PLACEMENT**

A. 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.

### **ARTICLE IX - 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 X - 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 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 XI - TEACHER EVALUATION**

- A. A teacher who disagrees with an observation, discipline, or recommendations, may submit a written reply within ten (10) days, which shall be attached to the file copy.
- B. The Principal shall, upon request, supply the teacher with copies of the written evaluation of the teacher's performance.
- C. A teacher will have the right to review the contents of personnel records maintained by the district pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such a review.
- D. No material, which has a negative connotation, will be place in his/her personnel file unless the teacher has been given the opportunity to sign the material.

### **ARTICLE XII - RETIREMENT OF TEACHERS**

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

### **ARTICLE XIII - 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 XIV - 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 two (102) days.
- 2. All unused sick leave days in excess of ninety (90) 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. Only three (3) consecutive sick days may be used and deducted from the sick leave days without medical documentation. Medical documentation for additional use of consecutive sick days must be provided to the district before additional paid sick leave.
- 6. The Board may, with reasonable cause, require a teacher to submit to an examination, at Board expense, by an independent physician. The teacher may be allowed to submit a medical statement in lieu of the independent examination.
- 7. Sick leave days for any approved leave of absence shall be held in reserve pending the return of the teacher from such leave.

### 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.
  - (b) No more than three Personal Days may be taken consecutively.

### 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.

- 3. The District will abide by the FMLA Policy.
- 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 vacancy for which the employee is certified and qualified except as required by state or federal law. 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. 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 or any period of activation.
- (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 two (2) days 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 two days (i.e., three consecutive day conference, and only two days are approved, the teacher may use his/her unused personal business day(s).) 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 and the building principal approves, the Board will pay up to two hundred (\$200.00) dollars for the conference registration fee, hotel, and mileage per year

### **ARTICLE XV - INSURANCE**

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

A.

- 1. The Employer shall provide to the bargaining unit member MESSA-PAK for a full twelve (12) month period for the bargaining unit member and his/her entire family. The twelve month coverage shall run from September through August. The bargaining unit member will pay amounts exceeding the State Mandatory Hard Cap Rate for the single, two-person, and full family for the medical portion of the plan. The Board shall pay up to the maximum permitted by the Publicly Funded Health Insurance Contribution Act as adjusted annually or as adjusted by law. The Employer agrees to adjust the State Mandatory Hard Cap Rate at the beginning of January 1 of each year as identified by the state. Beginning January 1 of 2019 the rate will be for the calendar year of 2019 and will continue to change with each successive calendar year of this Agreement. Any hard cap amount that remains over the premium cost will be deposited into the employee's HSA account.
- 2. Upon written notification from the Association to the District, the Association shall have the ability to authorize MESSA medical plan(s) modifications. The effective date for modifications to the MESSA plans will be January 1st.
- 3. The employee may contribute, through payroll deduction any HSA contribution up to the maximum amounts allowed by Federal law as directed by the employee. The employee may change the HSA contribution up to six (6) times a year. All other non-medical MESSA PAK A and PAK B benefits including Dental, Vision, Life and LTD shall be fully funded by the employer.
- 4. Bargaining unit members not electing MESSA-PAK Plan A will select MESSA-PAK Plan B. When both spouses are employed by Cass City Public Schools and are equally covered under the district provided medical insurance, then only one will be permitted to elect the district provided health insurance coverage and the other qualifies for the cash in lieu option from the district. In the event of separation, divorce, death or other qualifying event, the recipient of the cash in lieu option will be immediately eligible for the board provided health insurance.

5. 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 Effective each January 1, ABC Plan I or	Dependent Life \$2,000/\$1,000
ABC Plan 2 with HealthEquity HSA will be	
available in addition to Choices.	
Adult Immunization	Adult Immunization
LTD 66 2/3%	LTD 66 2/3%
Plan I	Same as Plan A
90 day modified fill	
\$4500 maximum	
Alcohol/drug 2 year	
Mental/nervous same as any other Illness	
SS Freeze	
Delta Dental Plan A	Delta Dental Plan A (80/80/80/80)
(80/80/80/80) Class I, II, III Maximum \$3,300	Class I, II, III Maximum \$3,300
Class IV Orthodontic Lifetime maximum \$4,000	Class IV <b>Orthodontic</b> Lifetime maximum \$4,000
Negotiated Life \$45,000	Negotiated Life \$45,000
VSP 3 Gold	VSP 3 Gold
\$10/20 Prescription Co-pay or the ABC Rx Plan	
effective January 1, 2014	
OV/UC/ER Co-pay \$20/\$25/\$50	
Deductible of \$500/\$1,000	

- B. Beginning on January 1, 2018, the employer shall provide a cash or annuity option in lieu of health benefits. The cash or annuity amount shall be in the amount ( ) for 1 5 employees taking cash in lieu the amount of \$115/month; 6 8 employees taking cash in lieu the amount of \$200/month; for 9 (nine) or more employees taking cash in lieu the amount of \$5,000 annually or \$416.67/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.
- E. Any cost in excess of the Board's contribution shall be payroll deducted. The Board shall be the policyholder.

### **ARTICLE XVI - 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 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. programs, including Tax Sheltered Annuities and up to three 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, and the employee's retirement, 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 XVII - 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.

### 2018-2019

### Eligible teachers will receive one (1) step advancement.

2018 - 2021

STEP	BA	BA+18	MA	MA+15	MA+30
1	\$38,111	\$38,111	\$40,358	\$41,579	\$42,806
2	\$40,215	\$40,215	\$42,699	\$43,914	\$45,157
3	\$42,327	\$42,327	\$45,030	\$46,258	\$47,503
4	\$44,434	\$44,434	\$47,363	\$48,597	\$49,850
5	\$46,547	\$46,547	\$49,698	\$50,941	\$52,199
6		\$48,654	\$52,028	\$53,282	\$54,546
7		\$50,765	\$54,358	\$55,622	\$56,893
8		\$52,873	\$56,692	\$57,962	\$59,238
9		\$54,982	\$59,023	\$60,304	\$61,586
10		\$57,094	\$61,358	\$62,647	\$63,935
11		\$61,263	\$65,750	\$67,047	\$68,341

Teachers eligible for advancement from step 10 will move to step 11. Teachers who were eligible to move from step 10 to step 11 in 2018 – 2019 will move from step 11 to step 12+ in 2019 – 2020.

Teachers not eligible to receive a step advancement will receive a one and one quarter (1.25) % pay increase. If one (1) teacher retires between now (July 23, 2018) and August 15, 2018, then the teachers not eligible to receive a step advancement will receive an additional .25% for a total increase of 1.5%.

Teachers who had previously been on old step 11+ will move in 2018 – 2019 to new step 12+.

### 2018 - 2019 at 1.25% increase

Step E	BA / BA +18	MA	MA +15	MA +30
12+	\$63.277	\$67.911	\$69.251	\$70.587

2019-2020

Eligible teachers will receive half (1/2) step advancement. An additional half step advancement will be awarded if the prior year blended count per State Aid Financial Status Report of November 2019 shows a 1.25% or less reduction in student blended count.

The initial annual compensation will reflect the  $\frac{1}{2}$  step advancement. If the additional  $\frac{1}{2}$  step is to be awarded, then the annual pay will be adjusted to reflect the full step advancement. Payroll will be adjusted beginning in December.

Teachers not eligible to receive a step advancement will receive a one and one quarter (1.25) % pay increase. If at least two (2) teachers retire between now (July 23, 2018) and August 15, 2019, then the teachers not eligible to receive a step advancement will receive an additional .25% for a total increase of 1.5%.

### <u>2019 – 2020 at 1.25% increase\*</u>

Step BA / BA +18 12+ \$64,068	MA \$68,760	MA +15 \$70,117	MA +30 \$71,470
	<u>2019</u>	– 2020 at 1.5%	increase*
Step BA / BA +18	MA	MA +15	MA +30

\*To be calculated based upon the 2018- 2019 pay

### 2020-2021

Eligible teachers will receive half (1/2) step advancement. An additional half step advancement will be awarded if the prior year blended count per State Aid Financial Status Report of November 2020 shows a 1.25% or less reduction in student blended count.

The initial annual compensation will reflect the ½ step advancement. If the additional ½ step is to be awarded, then the annual pay will be adjusted to reflect the full step advancement. Payroll will be adjusted beginning in December.

Teachers not eligible to receive a step advancement will receive a one and one quarter (1.25) % pay increase. If at least three (3) teachers retire between now (July 23, 2018) and August 15, 2020, then the teachers not eligible to receive a step advancement will receive an additional .25% for a total of 1.5% for the 2020 – 2021 year.

Teachers not eligible for step advancement will receive pay increases as identified and indicated below:

### 2020 - 2021 at 1.25% increase\*\*

**Step BA / BA +18	MA	MA +15	MA +30
12+ \$64,869	\$69,619	\$70,993	\$72,363
	2020	- 2021 at 1.5% i	ncrease
**Step BA / BA +18	MA	MA +15	MA +30

<sup>\*\*</sup>To be calculated based upon the 2018 – 2019 and 2019 – 2020 pay

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.

\*To be recalculated for 2019 – 2020 and 2020 – 2021 if percentage triggers are met 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.

The District will provide Merit pay as determined by the Administration.

### **SCHEDULE B**

Any Schedule B positions shall not be obligatory.

All Schedule B contracts must include the following language:

As per Master Agreement.

Driver Education (shall increase at the Schedule A rate)	\$25.58/hr.
Homebound teaching (Same as Driver Education)	\$25.58/hr.
High School Homework Support (Same as Driver Education)	\$25.58/hr.
Gessell Testing (shall be 75% of the Driver Ed. Hourly rate)	\$19.19/child

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.

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 prior written 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. The District will accept written, email or electronic confirmation by the Athletic Director, the principal or the employee.

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.

All Schedule B contracts will be calculated based upon the first step of the BA Base established at the beginning of the school year for 1-6 years of experience. 7+ years will be calculated based upon the second step of the BA Base established at the beginning of the school year.

### <u>Athletics</u>

Head Football	12%
Head Basketball (Boys & Girls)	12% each
Varsity Track (Boys & Girls)	10% each
Assistant Track Coach for the entire program	5.2%
(an additional Assistant Track Coach may be added at the Board's	5.2%
discretion)	
Wrestling	10%
Varsity Baseball & Softball	10% each
Varsity Soccer (Boys & Girls)	10% each
Assistant Varsity Football	7.7%
JV Football	7.7%
JV Basketball (Boys & Girls)	7.7%
Weight Room coordinator	3.0%
Varsity Volleyball	10%
Varsity Gymnastics	10%
Assistant JV Football	6.6%
Freshman Football or Asst. Varsity Football	6.6%
Assistant Freshman Football or Asst. JV Football	5.8%
Assistant Wrestling	5.8%
Middle School Wrestling	4.0%
JV Baseball & Softball	6.6% each
Freshman Boys & Girls Basketball	6.6% each
8 <sup>th</sup> grade Boys & Girls Basketball	5.8% each
7 <sup>th</sup> grade boys & Girls Basketball	5.8% each
Head 7 <sup>th</sup> & 8 <sup>th</sup> 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 &	
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.)	6 60/
JV Volleyball	6.6%

Freshman Girls Volleyball	5.1%
7 <sup>th</sup> & 8 <sup>th</sup> Grade volleyball	4.0%
Elementary Volleyball	4.4%
Cheerleading High School (Combined total for fall & winter seasons)	4.6%
7 <sup>th</sup> & 8 <sup>th</sup> Grade Track (Boys & Girls)	4.4% each
Elementary Basketball	4.4%
Assistant 7 <sup>th</sup> & 8 <sup>th</sup> Grade Football	4.4%
7 <sup>th</sup> & 8 <sup>th</sup> Grade Cross Country	3.7%
7 <sup>th</sup> & 8 <sup>th</sup> Grade Volleyball (if 24+ athletes are on each team)	2.9% each
7 <sup>th</sup> & 8 <sup>th</sup> Grade Cheerleading (for both fall & winter seasons combined)	2.3%

### Extra Curricular

Team Leaders/Key Teachers SAM Leaders/Teacher Coaches/or	1.0%
Department Chairs	
FFA/Ag Science	10%
Young Authors	.5%
Student Council:	
Elementary (K-6)	.5%
Junior High School (7-8)	1.5%
High School (9-12)	2.0%
Quiz Bowl	1.0%
High School Guidance Counselor • includes two weeks before and	7.0%
two weeks after school	
Middle School Counselor •includes 1 week before and 1 week after	3.5%
school	
Class Sponsors: (2 each) **	
Freshman	1.5% each
Sophomore	1.5% each
Junior	1.5% each
Senior	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%
Senior High Concert	1.9%
Middle School Annual	1.5%
Middle School Concert	1.4%
Senior High Solo & Ensemble	1.9%
7 <sup>th</sup> & 8 <sup>th</sup> Grade Solo & Ensemble	1.4%
Vocal Music including elementary	3.2%

Senior High Dramatics (per play)	2.3%
Middle School Dramatics	1.2%
STEM Fair	1.9%
Debate	9.5%
Robotics (each)	3.0%
Assistant Debate	3.0%
Discussion	1.4%
Individual Events	2.3%
Theatre Festival	1.4%
Annual & newspaper (Senior High)	5.8%
*Library (includes one week before school and one week after	3.5%
school)	
National Honor Society Advisors (2)	1.1% each
Academic Games (high School) for each core area of competition	1.1%
Summer Ag. Science/FFA	2.5%

### **ARTICLE XVIII - 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 teachers entering the system may be credited with up to five (5) years of outside experience. Teachers with five (5) years or less experience may 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.
- C. Paychecks will be issued in twenty-six (26) equal pays.
- D. 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).
- E. Past experience will be evaluated in terms of actual time employed.
- F. 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). The District will accept written, email or electronic confirmation of emergency substitution during conference period by the teacher substitute.
- G. Teachers who substitute teach 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.

- H. Payment upon retirement from the District for unused sick days shall be at a rate of \$75.00 per day.
- I. 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.
- J. 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.
- K. 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 <u>voluntary</u>: 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 XXII – 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 XIX - REDUCTION IN PERSONNEL, SENIORITY, LAYOFF AND RECALL

A. 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.

- B. 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.
- C. 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.
- D. Seniority shall continue to accumulate when teachers are on military, study and parental leave.
- E. 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.

### F. Recall:

- 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.
- G. 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
- H. Notification of lay off will be forwarded to the employee with copies to the Tri-County Bargaining Association.

### **ARTICLE XX - 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 be 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 XXI - SCHOOL CALENDAR**

### I. ACT OF GOD DAYS

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 only to insure that the District meets the requirements specified in the State Aid Act. Teachers will not be required to report for duty on those days. 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 XIX.
- 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 XIV (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: See calendar.
  - B. 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 and second semester shall be an A.M. half (I/2) day with students and a P.M. "meeting free" teacher half (1/2). The last scheduled day of the school year shall be 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 VIII, 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.

### **CCEA 2018 - 2019**

### Calendar

Date	Purpose	Student/ Teacher	Professional Development/ Parent/Teacher Conference
		subtotal	
August 21, 2018 (T)	Teacher Orientation AM/Teacher Work Time PM		1
August 22, 2018 (W)	Teacher PD 12- 6:30 (Open House 5 – 6:30)		1
August 23, 2018 (Th)	Teacher Professional Development		1
August 28, 2018 (T)	First student day – Full day	3	
August 31, 2018 (F)	No school		
September 3, 2018 (M)	No school	19	
September 28,2018(F)	AM ½ student day ½ PM Prof Development		.5
October 26, 2018 (F)	AM ½ student day ½ PM Prof Development	23	.5
November 2, 2018 (F)	End of first term		.5
	AM ½ day PM Teacher Work day meeting free		
November 15, 2018 (Th)	Parent/Teacher Conference 12:30 – 7 PM	18	1
November 21 - 23,	No school		
2018 (W-F)			
December 20, 2018 (Th)	Winter Break begins at the end of student day	14	
January 2, 2019 (W)	School resumes	22	
January 18, 2019(F)	End of first semester		.5
	AM ½ student day ½ PM Teacher work day		
	meeting free		
February 15, 2019 (F)	AM ½ student day ½ PM Prof Development		.5
February 18, 2019 (M)	No school	17	
February 19, 2019 (T)	PM ½ student day / Parent Teacher Conference 3.25 hours 4 – 7:15 PM		.5
March 22, 2019(F)	End of third term AM ½ day No PM Spring Break begins at the end of student/teacher day	16	
April 1, 2019 (M)	School Resumes	22	
April 18, 2019 (Th)	AM ½ student day ½ PM Prof Development		.5
April 19, 2019(F)	No School		
May 24, 2019 (F)	No school		
May 27, 2019(M)	No school Memorial Day	21	
June 6, 2019 (Th)	Last ½ am student day	4	
		180	7.5

Fall Parent/Teacher conference: 6.5 total hours Winter Parent/Teacher Conference: 3.25 total hours

Full day Professional Development: 6.5 hours

Partial day Professional Development: 3.25 hours or less as agreed upon between District and Association.

A half day is defined as the midpoint between the starting times and the ending times of school.

**CCEA 2019 - 2020** 

Calendar

Date	Purpose	Student/ Teacher Per month subtotal	Professional Development / Parent/Teacher Conference
August 20, 2019 (T)	Teacher Orientation AM/Teacher Work Time PM		1
August 21, 2019 (W)	Teacher PD 12- 6:30 (Open House 5 – 6:30)		1
August 22, 2019 (Th)	Teacher Professional Development		1
August 27, 2019 (T)	First student day – Full day	3	
August 30, 2019 (F)	No school		
September 2, 2019 (M)	No school	20	
September 27, 2019 (F)	AM ½ student day ½ PM Prof Development		.5
October 25, 2019 (F)	AM ½ student day ½ PM Prof Development	23	.5
November 1, 2019 (F)	End of first term AM ½ day PM Teacher Work day meeting free		.5
November 14, 2019 (Th)	Parent/Teacher Conference 12:30 – 7 PM	18	1
November 27 - 29, 2019 (W-F)	No school		
December 20, 2019 (F)	Winter Break begins at the end of student day	15	
January 6, 2020 (M)	School resumes	20	
January 17, 2020 (F)	End of first semester/ AM ½ student day ½ PM Teacher work day meeting free		.5
February 14, 2020 (F)	AM ½ student day ½ PM Prof Development		.5
February 17, 2020 (M)	No school	19	.5
February 18, 2020 (T)	PM ½ student day / Parent Teacher Conference 3.25 hours 4 – 7:15 PM		
March 20, 2020 (F)	End of third term AM ½ day No PM Spring Break begins at the end of student/teacher day	17	
March 30, 2020 (M)	School Resumes		
April 9, 2020 (Th)	AM ½ student day ½ PM Prof Development	21	.5
April 10, 2020 (F)	No School		
May 22, 2020 (F)	No school		
May 25, 2020 (M)	No school Memorial Day	19	
June 5, 2020 (W)	Last ½ am student day	5	

7.5

180

Fall Parent/Teacher conference: 6.5 total hours Winter Parent/Teacher Conference: 3.25 total hours

Full day Professional Development: 6.5 hours

Partial day Professional Development: 3.25 hours or less as agreed upon between District and Association.

A half day is defined as the midpoint between the starting times and the ending times of school.

### **CCEA 2020 - 2021**

### Calendar

Date	Purpose	Student/ Teacher Per month subtotal	Professional Development / Paren/Teacher Conference
August 25, 2020 (T)	Teacher Orientation AM/Teacher Work Time PM		1
August 26, 2020 (W)	Teacher PD 12- 6:30 (Open House 5 – 6:30)		1
August 27, 2020 (Th)	Teacher Professional Development		1
September 1, 2020 (T)	First student day – Full day		
September 4, 2020 (F)	No school		
September 7, 2020 (M)	No school	20	
September 25, 2020 (F)	AM ½ student day ½ PM Prof Development		.5
October 23, 2020 (F)	AM ½ student day ½ PM Prof Development	22	.5
November 6, 2020 (F)	End of first term  AM ½ day PM Teacher Work day meeting free		.5
November 12, 2020 (Th)	Parent/Teacher Conference 12:30 – 7 PM	18	1
November 25 - 27, 2020 (W-F)	No school		
December 18, 2020 (F)	Winter Break begins at the end of student day	14	
January 4, 2021 (M)	School resumes	20	.5
January 22, 2021 (F)	End of first semester/ AM ½ student day ½ PM Teacher work day meeting free		
February 12, 2021 (F)	AM ½ student day ½ PM Prof Development		.5
February 15, 2021 (M)	No school	19	.5
February 16, 2021 (T)	PM ½ student day / Parent Teacher Conference 3.25 hours 4 – 7:15 PM		
March 26, 2021(F)	End of third term  AM ½ day No PM Spring Break begins at the end of student/teacher day	20	
April 5, 2021 (M)	School Resumes		
April 16, 2021 (Th)	AM ½ student day ½ PM Prof Development	20	.5
May 28, 2021 (F)	No school		
May 31, 2021 (M)	No school Memorial Day	19	
June 10, 2021 (Th)	Last ½ AM student day	8	
		180	7.5

Fall Parent/Teacher conference: 6.5 total hours Winter Parent/Teacher Conference: 3.25 total hours

Full day Professional Development: 6.5 hours

Partial day Professional Development: 3.25 hours or less as agreed upon between District and Association.

A half day is defined as the midpoint between the starting times and the ending times of school.

### **ARTICLE XXII - TERMINATION**

- A. This Agreement shall become effective August 15, 2018, and remain in effect until 12:01 A.M., August 15, 2021.
- 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 27th day of August, 2018.
- D. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion.

BOARD OF EDUCATION OF THE CASE CITY PUBLIC SCHOOLS	TRI-COUNTY BARGAINING ASSOCIATION
Uhu Salisa	Kathy Perdue
Janu Marker	Delivish Hurley
Doub onthe	JaniPay (
George Ritty	
Date /	Date
	MICHIGAN EDUCATION ASSOCIATION
	UnSerw Executive Director
	Jamela K Bays Chief Negotiator
	Date