

AGREEMENT

BETWEEN

CENTRAL MONTCALM BOARD OF EDUCATION

AND

CENTRAL MONTCALM EDUCATIONAL ASSOCIATION

MEA/NEA

2011-2012

2012-2013

2013-2014

AGREEMENT

This Agreement is entered into this 23rd day of June, 2011, by and between the Central Montcalm Public School District of Stanton and Sheridan, Michigan, hereinafter called the "Board", and the Central Montcalm Education Association MEA/NEA, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association have a statutory obligation, pursuant to the Michigan Public Employment Relations Act (PERA), to bargain in good faith with respect to wages, hours and other terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings, it is hereby agreed as follows:

ARTICLE 1 Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in PERA, for all professional personnel holding a teaching position including personnel on tenure and probation and including librarians, counselors, speech therapists, and social workers, but excluding the Superintendent, Assistant Superintendent, Administrative Assistants, Principals, Assistant Principals, office and clerical employees, shared time vocational instructors, paraprofessionals, substitute teachers, community education personnel and all others employed by the Board. An administrator who is employed as a part-time teacher shall be excluded from Association membership and representation in the bargaining unit.
- B. The term "Teacher" when used in the Agreement shall refer to all employees represented by the Association in the bargaining unit as defined in A. above.
- C. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.
- D. A bargaining unit member not subject to the provisions of the Michigan Teacher Tenure Act shall serve a probationary period of the same length as newly certified teachers under the provisions of the Act.

ARTICLE 2 Association Rights

- A. The Association and its members may use available school building facilities for meetings at reasonable hours when those facilities are not otherwise in use for school purposes. The Association and its members shall be provided reasonable access to and use of the e-mail system and available telephone, facsimile, duplication, audio visual, computer, printer and scanner equipment for conducting business of the Association when such is not otherwise in use for school purposes and at times that do not interfere with the professional duties and

responsibilities of teachers. The personal offices of administrators and equipment in the personal offices of administrators are excluded from the facilities and equipment available for Association use. Use of District computers and the District e-mail system by the Association is subject, in all respects, to the acceptable use policy of the District. The District may require the Association to reimburse it for any fees, charges or costs assessed to the District related to the Association's use of the District's equipment and/or e-mail system.

- B. The Board agrees to furnish to the Association, in response to written requests, available information that is relevant and necessary to the performance of its obligations for representation of the bargaining unit in grievances and collective bargaining as required by law. The District may require the Association to pay the costs for providing such information according to the calculation of costs to provide information to a requesting party under the Michigan Freedom of Information Act.
- C. If a new extracurricular position is created by the Board, representatives of the Board will meet with representatives of the Association to negotiate compensation for the position. Said meeting shall occur within two (2) weeks of the creation of the position or at a time mutually arranged by the representatives.

ARTICLE 3 Board Rights

- A. Subject to the provisions of this Agreement, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves upon itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but not limited to the following, the right to:
 - 1. Executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees;
 - 2. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and promote and transfer all such employees;
 - 3. Establish grade levels and courses of instruction, including special programs, and provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 4. Review and approve all the means and methods of instruction, the selection of textbooks and other teacher materials, and the use of teaching aids of every kind and nature;
 - 5. Determine duties, responsibilities and assignment of teachers with respect to class schedules, hours of instruction, non-teaching school activities and administrative activities.
- B. The exercise of the foregoing powers, the adoption of policies and the use of judgment by the Board shall be limited only by the terms of this Agreement, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 4 Professional Dues or Fees and Payroll Deductions

- A. Regarding assessments on the part of the Association, the Board agrees to payroll deduction for NEA, MEA and CMEA dues, with deduction to be done over the first twenty (20) pays of the school year provided that the payroll clerk is provided with signed authorization cards requesting such deductions.
- B. Upon written request by a teacher, payroll deductions shall be made for MESSA health insurance, MEA Financial Services tax sheltered annuities, MEA Financial Services mutual funds, the Montcalm Public Employees Credit Union, United Way of Montcalm County, Central Montcalm Community Foundation and any other purpose mutually agreed upon between the Board and the Association. Payroll deductions for tax-sheltered annuities shall be made for those plans jointly approved by the Board and the Association for participation by bargaining unit members.
 - 1. Revised IRS 403(b) regulations, effective January 1, 2009, require the Board to undertake substantial plan document and compliance responsibilities for 403(b) retirement arrangements provided to district employees.

The Board will offer bargaining unit employees the opportunity to participate in tax-sheltered annuity plans in accordance with the district's 403(b) plan document. Approved tax-sheltered annuity vendors for bargaining unit employee participation via payroll deduction are: Variable Annuity Life Insurance Co., Paradigm (formerly known as Prudential Asset Management Co.), and Equitable Life Assurance Society.

The selection of tax-sheltered annuity plans in which bargaining unit employees may participate by payroll deduction shall be limited to those designated above except for bargaining unit employees continuing their participation in the tax-sheltered annuity plans in which they previously participated by payroll deduction prior to September 1, 2000. These employees may continue to participate in the previously selected plans until such participation is terminated by the bargaining unit employee, terminated by the tax-sheltered annuity plan, or terminated because these companies do not meet IRS regulations.

- C. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for membership dues or service fees, as is applicable.

No bargaining unit member is required to become or remain a member of the Association as a condition of employment. Bargaining unit members who elect not to become members of the Association are required to pay a reduced service fee to the Association equivalent to his/her proportionate share of Association expenditures that are necessary to support representational activities in dealing with the Board on labor-management issues.

In the event that a bargaining unit member does not remit membership dues to the Association or does not pay the service fee directly to the Association (or authorize payment of membership dues or the service fee through payroll deduction) the Board shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the due process procedures provided below.

- 1. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-

compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.

- b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Board withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Association's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which is alleged to be not properly chargeable to bargaining unit members who elect not to become members of the Association.
 - d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- D. Nothing in this Article shall be interpreted or applied to require deduction of employee contributions to political action or other similar funds of the Association or its affiliates.
- E. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures – Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- F. Due to certain requirements established in recent Court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- G. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the Board, and that said service fee includes only those amounts permitted by this Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide the Board for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Association and

its affiliates to bargaining unit members who choose not to join the Association and/or to object to the service fee.

The Association further agrees to certify to the Board that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.

- H. Further, the Association agrees to promptly notify the Board in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the Board shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to the Association.
- I. In the event that the Association fails to provide certification or information as called for in this Article above, the Board shall have the right, upon one week's notice to the Association local President, to discontinue all involuntary dues deductions for representation service benefit fees contained in this Article until such time as the Association has fully complied with the provisions of this Article.
- J. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the Board and the Association.
- K. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this Section. Further, the Association agrees to indemnify and save the Board of education of the Central Montcalm School District, the individual members of its Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the Board or its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.
- L. With respect to all sums deducted by the Board, pursuant to authorization of the employee, whether for professional dues or service fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- M. The Association agrees to indemnify and save the Board and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

ARTICLE 5
Teaching Hours

- A. Both the Board and the Association recognize that teachers are professionals and as such have an obligation to meet the needs of the students, their parents, the community at large and the school district. Communication with students and their parents as to the expectations of the teacher and the school district is necessary both to ensure the advancement of learning as well as the orderly conduct of the students. Participation in meetings with parents to discuss the progress of their children is sometimes necessary either in a group or individual setting in order to enhance the ability of the students to reach their maximum learning potential. Participation in professional activities for the teacher is one of the methods by which the teacher can improve his/her ability to influence the learning of students.
- B.
 - 1. The normal workday shall not exceed seven hours and thirty-five minutes (7 hours and 35 minutes) and shall include a thirty (30) minute duty-free lunch period. While this provides for the basic teaching day, the Association and Board recognize that each teacher may have other professional responsibilities to the students and to the District.
 - 2. In addition to the normal workday, the building administrator shall be allowed to extend the workday by up to thirty (30) minutes for a building staff meeting. Said meeting may be held either before or after the school day once per week, except if an emergency would require an additional meeting. The meeting shall be for no more than forty-five (45) minutes. Attendance at building meetings is compulsory and release from this obligation must be obtained orally from the building principal.
 - 3. On teacher workdays (non-student, non Professional Development days), teachers may work a flexible schedule. They are responsible for working 7 hours and 35 minutes, but may begin the day earlier or later than their normal workday. Staff choosing to work a flexible day shall notify their principal of their hours.
 - 4. The first teacher workday shall be reserved for classroom preparation and staff meetings. The staff meeting shall last no longer than 90 minutes.
- C.
 - 1. Up to four (4) evening meetings, which shall not exceed a total of twelve (12) additional hours, may be required per school year. Said evening meetings shall not extend beyond 9:00 p.m. A schedule of these meetings shall be provided no later than the first day of school except if a meeting is to occur prior to the start of school or within the first two (2) weeks of school in which case at least a ten (10) day notice shall be provided. In the event a meeting has to be rescheduled, the rescheduled time and date shall be provided to teachers at least five (5) workdays in advance of the rescheduled date.
 - 2. If a fifth evening meeting for a building is scheduled, the affected employees will be given the afternoon of conference week, when students are not in session, off in exchange.
- D. School calendars for the respective school years of this Agreement shall be set forth in Appendix C and shall consist of student attendance days and teacher duty days as designated.
- E.
 - 1. The parties agree to adhere to the requirements of attendance set forth in the school calendars found in Appendix C. Furthermore, teachers will work all days and/or hours of student instruction and professional development required by law for the District to receive full payment of state school aid for each school year for the annual salary specified in Appendix A. If school is canceled due to inclement weather or other conditions, teachers shall not be required to report to work, but all days and/or hours lost and required to be made up for the District to receive full payment of state school aid will be made up at the end of the school year. Students shall be scheduled to attend all such make up days and/or hours.

2. When it becomes necessary to shorten the instructional day for students due to inclement weather, or other conditions, teachers will be released from their duties immediately after the students are loaded on the buses and the buses have departed.
- F. Elementary teachers will not be required to supervise outside playground duty and inside recess, when scheduled.
- G. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board or participating in any professional grievance negotiations shall be released from regular duties without loss of salary.
- H. The Board shall provide three (3) leave days during which time officers or representatives of the Association shall be released from regular duties without loss of salary for scheduled MEA meetings. No more than two (2) of these days can be used by the same individual per school year.
- I. 1. At the secondary level, teachers will receive a period to be used for classroom preparation purposes unless otherwise permitted by the building principal.
2. At the elementary level, teachers will receive a period to be used for classroom preparation purposes unless otherwise permitted by the building principal. The elementary preparation periods shall be as follows:
- a. An average of two hundred thirty-five (235) minutes per week during the student instructional day, which will not be subdivided into units of less than fifteen (15) minutes, will be reserved for each teacher to be used for classroom preparation with no responsibility of student supervision.
 - b. The scheduling of preparation time shall be based on a five (5) day week, seven hours and thirty-five minute (7 hours and 35 minutes) workday.
- J. 1. When requested by a building principal, or his/her designee, a classroom teacher who agrees to supervise or substitute teach another class during his/her assigned preparation time shall be paid according to Appendix B, Section C., 3. or 4., or may accumulate compensatory time.
2. Teachers who accumulate three hundred sixty (360) minutes of compensatory time shall be entitled to a compensatory day.
3. Compensatory day(s) shall be used according to the provisions of Article 9, Section A.
- a. Teachers who are available shall be solicited on a rotating basis for the particular hour or session of need.
 - b. In the event there is nobody willing to assume supervision, the building principal, or his/her designee, shall assign an available teacher for the hour or session of need. Said use of non-volunteering teachers shall be done only when necessary and shall be done on a rotation basis of available teachers.
4. Non-classroom teachers shall be "assigned" a preparation period for the purposes of 1. through 5. above at the start of each semester.
5. Any compensatory time earned or carried into the last ten (10) days when school is in session shall be paid to the teacher before July 1 according to the Appendix B, Section C., 3. or 4. appropriate rate.

- K. In the event that a teacher is requested, and agrees to teach a before-school/after-school class, or an evening class (flex time), in lieu of an equivalent amount of scheduled minutes of his/her teaching assignment, then all other teaching expectations will remain the same.
- L. If in the event a teacher is requested, and agrees to work days in a flexible calendar schedule, in lieu of days in the normal school calendar, then all other teaching expectations will remain the same.
- M. It shall be the intent and effort of the building principal when assigning duties to do so on an equitable and even basis.
- N. A teacher employed less than full time shall attend parent-teacher conferences, staff meetings, evening meetings, record days, and professional growth and school improvement activities, including those scheduled on early release days. Professional growth and school improvement activities shall be defined as those in which all staff members in the building are required to participate.

ARTICLE 6
Teaching Conditions

Because the pupil/teacher ratio is an important aspect of an effective educational program, class size should be lowered whenever possible to meet the following suggested standards:

Elementary Building Ratio	25-1
Secondary Building Ratio	27-1

ARTICLE 7
Vacancies, Promotions and Transfers

- A. Whenever a vacancy arises, the Superintendent shall notify the Association President in writing and publish notice of same to staff in no less than five (5) school days before it is filled. A vacancy is a newly created position or a current position in the bargaining unit, which the Board intends to fill, which has become open due to transfer, death, retirement, resignation or dismissal of a bargaining unit member. During the normal summer months, the Superintendent shall notify the Association President and Vice-President in writing or electronically/by email.
- B. The Association recognizes that when a vacancy occurs during the school year it may be difficult to fill it from within the District without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year at which time the position will be considered vacant.
- C. Whenever a vacancy occurs during the normal summer months when school is not in session, the following procedure shall be followed:
 1. A teacher with specific interests in possible vacancies will notify the Superintendent, in writing of his/her interests during the last week of school and shall include an e-mail or summer postal address.
 2. Should a vacancy occur, the teacher(s) who have expressed an interest in said position or a similar position shall be contacted by the Superintendent's office and notified of the vacancy.
 3. The teacher(s) so notified shall have the responsibility of contacting the Superintendent indicating his/her interest in said position within a posting period of six (6) calendar days.

- D. A teacher who accepts an administrative position with the District will retain the rights he/she accrued under this Agreement as a teacher for a period of three (3) years from the date on which the Board of Education took action to appoint the teacher to the position.
- E. In order to receive or retain an assignment under this Agreement, a teacher must meet all applicable standards for a highly qualified teacher under the No Child Left Behind Act, including the NCLB Final Regulations, 34 CFR Subsection 200.55-200.56, and the Michigan Definition for Identifying Highly Qualified Teachers, as approved by the State Board of Education.

ARTICLE 8 Illness

A. Sick Leave

- 1. Sick leave may be used for the illness, injury or disability of a teacher that necessitates the teacher's absence from work.
- 2. Full-time teachers shall be granted ten (10) days sick leave with pay each year accumulative to one hundred forty-five (145) days.
- 3. When a teacher accumulates more than 145 days, any additional days will be placed in the sick bank. Example: Teacher A ends the 2010-2011 school year with 144 days. Fall 2011, she receives 10 days, only uses 2 during the 2011-2012 school year. She ends the year with 145 days and 7 days are placed in the sick bank.
- 4. Part-time teachers shall be granted sick leave days on a prorated basis. (Example: A teacher working 2.5 days a week will be given five (5) sick days at the beginning of the year.)

A. A teacher may use up to a total of twenty (20) sick leave days per contractual year as follows:

- 1. for the purpose of providing adult care to a member of his/her immediate family who resides in his/her household where such care is required because of the sickness or injury of such person, or
- 2. for the purpose of providing adult care or attention to a member of his/her immediate family who does not reside in his/her household in the case where such person is hospitalized or bed-ridden in a life threatening situation by serious illness or serious injury, or
- 3. for the purpose of attending a funeral of a member of the teacher's immediate family.

B. In an emergency or crisis situation, a teacher may ask for the 20 day limitation to be lifted. Representatives of the board and association will make a decision jointly.

5. For purpose of 5. above, "immediate family" means a brother, sister, spouse, child, parent, parent-in-law, grandparent, grandchild, stepbrother, stepsister, stepchild, or stepparent, niece, nephew, aunt, uncle, brother-in-law, or sister-in-law.
 6. Sick leave will be recorded in units of one-quarter (1/4) hour.
- B.
1. There shall be a common sick leave bank administered by the Association President and the Superintendent or their designees. When the number of days in the bank is reduced to three hundred (300) or fewer, each teacher shall, at the beginning of each contractual year thereafter, contribute two (2) of his/her days to the bank until the number of days in the bank reaches three hundred one (301) or more. Each part-time teacher shall contribute one (1) of his/her days.
 2. Teachers who have exhausted their accumulated sick leave and have been absent five (5) consecutive workdays in addition thereto, may request withdrawals from the common bank provided there are sufficient days available in the bank. Withdrawals shall be authorized by mutual consent of the Association President and the Superintendent or their designees.
 3. For purposes of administering the common bank, the withdrawal of days shall be limited to the following conditions:
 - a. For all sick days claimed from the common bank, the teacher must have a physician's statement verifying the illness or disability. A second medical opinion may be required at the Board's expense.
 - b. To maintain common bank coverage, a teacher must apply for LTD insurance coverage on or before sixty (60) calendar days after he/she began his/her absence.
 - c. Common bank benefits will terminate when the teacher has met the eligibility requirements for long-term disability insurance coverage, as defined by the insurance provider.
 4. By August 1, the Board shall notify the Association President of the number of accumulated days in the common bank.

ARTICLE 9

Personal/Compensatory Days or Jury Duty

A. Personal/Compensatory Days

1. At the beginning of every school year, each teacher shall be credited with three (3) personal days, which, if used, will be deducted from sick leave.
2. A personal day or a compensatory day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal day or a compensatory day shall notify his/her principal at least three (3) days in advance except in cases of emergency.
3. Neither personal days nor compensatory days shall accumulate from year to year.
4. Upon approval of the building principal, accumulated compensatory time and personal time may be used in units of one-quarter (1/4) hour.
 - A. The teacher requesting the use of compensatory/personal time must do so at least three (3) days in advance, except in cases of emergency.

- B. Compensatory time used in full day or half day increments will be based on the student day.
 - C. Compensatory time used in less than half day increments shall be based on the teacher work day.
5. A. It shall not be permissible for a teacher to utilize personal/compensatory days during the first five (5) student days, the last five (5) student days professional development days, examination days, or record days except a personal day may be used to attend a funeral at any time. Teachers are permitted to utilize personal days on parent-teacher conference days, but must attend conferences. The Superintendent may make exceptions to these limitations.
- B. For the purpose of attending your child's Central Montcalm event (WLAP, concert, field trip, etc.) a teacher may request a waiver from the Superintendent for the personal/compensatory day limitations listed in 5.A.
6. The number of teachers permitted to use such leave on any given date shall be limited to the following number of teachers from each building:
- | | |
|--------------------------------------|---|
| a. High School/Middle School | 6 |
| b. Central Montcalm Elementary | 3 |
| d. Central Montcalm Upper Elementary | 5 |
- B. Any full-time teacher called for jury duty during school hours will present the endorsed check from the court to the Superintendent or payroll clerk. The teacher will be paid their normal daily rate of pay.

ARTICLE 10
Leave of Absence

- A. 1. Upon written request of a teacher, the Board may grant a leave of absence for a period not to exceed one (1) year subject to renewal at the discretion of the Board. Said leave shall be without salary, without fringe benefits and with no loss of previously accumulated seniority. Said teacher shall be returned to a position for which he/she is certified and qualified upon return from the leave, subject to other applicable provisions of this Agreement.
2. A teacher who fulfills his/her teacher contract is entitled to twelve (12) months of coverage commencing September 1 and ending August 31. Insurance premiums shall be paid for thirty (30) calendar days for a teacher who terminates employment, is laid off, or who goes on an unpaid leave of absence. Said thirty (30) day period shall begin on the first day of the month following the effective date of termination, layoff or unpaid leave (except leaves covered under FMLA).
- B. Disability Leave
1. A teacher who is disabled and has either exhausted his/her sick leave or opts not to utilize his/her sick leave for the period of disability shall be granted an unpaid disability leave for a period not to exceed one (1) year, renewable at the discretion of the Board.

2. In order to provide for continuity within the classroom between pupil and teacher, the teacher who anticipates a disability shall, within thirty (30) days of the requested beginning date of leave, except in an emergency, submit a written request for leave to the Board. The written request shall specify the date that the teacher desires to commence leave as well as a statement by his/her physician, or psychiatrist in the case of mental disability, that there is no medical/psychiatric reason why the teacher cannot continue to perform the essential functions of the position he/she holds until the beginning date of the leave. The Board reserves the right to require the teacher who is requesting the leave to furnish evidence from his/her physician/psychiatrist that the teacher is able to perform the essential functions of the position he/she holds in the event a question arises as to the teacher's ability to perform the essential functions of the position he/she holds. In making arrangements for medical/psychiatric examinations of a teacher under the provisions of this Agreement, the Board shall be authorized, in the event that the nature of a teacher's incapacity precludes him/her from directly communicating with the Board with regard to such matters, to communicate with a personally appointed representative of the teacher who has been designated and so authorized by a written power of attorney or instrument having the same legal effect.
3. The teacher shall be eligible to return from disability leave upon filing a physician's/psychiatrist's statement verifying that the teacher is able to perform the essential functions of the position he/she holds. The Board shall have the right to have the teacher examined by a Board designated physician/psychiatrist at Board expense. The teacher may request a prospective termination date of the leave of absence at the time of request for the leave.
4. Reinstatement shall be to the teacher's equivalent position for which he/she is qualified and certified.
5. Reinstatement will commence upon the date set by the Board, which shall not be later than the first day of the semester following the date the teacher was declared eligible for reinstatement. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this Agreement.
6. The teacher may request in writing to the Board an extension of leave taken under this Article. Extension of leave will be at the discretion of the Board.
7. Upon reinstatement the teacher taking leave hereunder will be entitled to accrued experience and sick leave accumulated prior to the start of said leave. Any teacher completing over fifty percent (50%) of the class days in any school year during which leave commences or ends shall be given credit on the salary schedule. On July 1 following any unpaid leave of absence, credit for sick leave will be pro-rated by dividing the number of days worked by the number of days contracted, then multiplying by 10 (total granted each year).

C. Childcare Leave

1. An unpaid leave of absence shall be granted to a teacher for the purpose of childcare. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. Such leave shall only be taken immediately following the birth of a child or, in the case of adoption of a preschool age child, from the date that the adoption takes place.
2. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall, within thirty (30) days of the requested beginning date of leave, submit a written request for leave to the Board.

3. Reinstatement shall be to the teacher's equivalent position for which he/she is qualified and certified.
4. Reinstatement will commence upon the date set by the Board. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this Agreement.
5. In the event of death of the object child of the leave, the teacher may request premature termination of the leave.
6. The teacher may request in writing to the Board an extension of leave taken under this Article. Extension of leave will be at the discretion of the Board.
7. Upon reinstatement, the teacher taking leave hereunder will be entitled to accrued experience and sick leave accumulated prior to the start of said leave. Any teacher completing over fifty percent (50%) of the class days in any school year during which leave commences or ends shall be given credit on the salary schedule. On July 1 following any unpaid leave of absence, credit for sick leave will be pro-rated by dividing the number of days worked by the number of days contracted, then multiplying by 10 (total granted each year).

D. Sabbatical Leave

1. A teacher who has been employed for seven (7) years may be granted a sabbatical leave for one (1) year without pay and fringe benefits, as provided by law.
2. A teacher returning from a sabbatical shall be offered reinstatement in his/her previous or comparable position, if available. If not available, he/she shall be assigned to a position for which he/she is fully certified and qualified, provided the written notice of intention to return shall be given to the Board by March 1 of the school year in which the sabbatical expires and he/she is still certified and qualified and competent to perform the regular and necessary duties and functions of the teaching position. Salary increment shall not accrue for any time an employee is on sabbatical leave.
3. It is understood that during the time a teacher is on a sabbatical such teacher shall not be covered by, nor is the Board required to provide insurance benefits (e.g. medical, hospitalization, disability, life, etc.).

- E. A teacher whose personal illness, injury, or disability extends beyond the periods compensated under this Agreement shall be granted a leave of absence without pay for such time as is necessary for complete recovery with a limit of four (4) years and shall be returned to his/her former position or similar position for which he/she is qualified and certified, subject to other applicable provisions of this Agreement. Seniority shall be frozen as of the time such unpaid leave began but shall not be lost.

F. Family and Medical Leave Act

1. To the extent provided by the Family and Medical Leave Act (FMLA), an eligible bargaining unit member shall be granted leave and other rights specified by that law. When leave is taken by an eligible bargaining unit member under the FMLA, the Board shall likewise enjoy all rights and prerogatives afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that those provisions of the FMLA, including Board and bargaining unit member rights and responsibilities shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

2. a. To be eligible for a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous twelve (12) month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA.
- b. Supplementary insurance coverages may be continued by the teacher who prepays the premium cost to the business office of the District which will then make timely payment of the premium to the insurance company, provided the teacher has made a timely submission of the amount of the premium payment.
3. Paid leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102(b) of the FMLA.
4. The limitations found under Section 108 of the FMLA, pertaining to special rules concerning employees of local educational agencies, shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

ARTICLE 11 Teacher Evaluation

A. Teacher Evaluation

1. Orientation

- a. On or before October 1, each teacher who is scheduled to be evaluated in the regular cycle of evaluation shall be notified and oriented to the evaluation criteria and the form upon which the evaluation will be written. The orientation shall occur at a staff meeting, a meeting of any or all teachers to be evaluated or at an individual conference. This provision does not in any way prevent the observation and evaluation of a tenure teacher who is identified by an administrator as having sufficient deficiencies to initiate the evaluation process at any time during the school year.
- b. For tenure teachers, the time period from the first observation to the completion of the evaluation cycle shall not be greater than ninety (90) workdays during which the teacher and evaluator are in attendance, unless the teacher is given written notice to the contrary prior to the ninetieth (90th) workday.

2. Evaluation Process

- a. Prior to the initiation of the annual evaluation process, a probationary teacher shall be provided an Individualized Development Plan (IDP) that contains instructional and performance goals, plans for professional development, evaluation standards and procedures, and other matters relevant to the teacher's growth and performance. The IDP shall be mutually developed by the administration in consultation with the probationary teacher.
- b. If a tenure teacher has an identified deficiency, he/she shall be provided an IDP pursuant to 4. below. An IDP is not required for a tenure teacher unless he/she has

an identified deficiency or unless the tenure teacher has received an "unsatisfactory" performance evaluation.

- c. The final year-end performance evaluation of a probationary teacher shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the probationary teacher and the evaluator. Each classroom observation shall be at least thirty (30) minutes duration.
- d. Each written evaluation of a tenure teacher shall include at least two (2) observations of not less than thirty (30) minutes each.
- e. At the written request of either the teacher or the evaluator, a personal conference with the teacher shall be held within ten (10) workdays of an observation in the evaluation cycle, during which the teacher and evaluator both are in attendance, to discuss the observation. A written report that reflects the observation and its conclusions shall be signed by both the teacher and evaluator. The signature of the teacher only acknowledges that he/she has seen the report and received a copy of it.
- f. In the event the teacher does not agree with the observation conclusion(s), he/she may put his/her objection(s) in writing within ten (10) workdays and have the document attached to the specific observation report that is in dispute. Said objection(s) shall be signed by the teacher.
- g. At least one (1) day prior to the first observation, the building administrator(s) shall inform the tenured teacher who is not on an individualized development plan (IDP) of the time and date of said observation.
- h. All monitoring or observation of the work performance of a teacher shall be conducted openly and/or with full knowledge of the teacher.
- i. No observations shall occur within the first five (5) days of student instruction or on the day before or after Winter or Spring recess.

3. Final Evaluation

- a. The final evaluation shall be discussed with the teacher at a personal conference that shall be held no later than twenty (20) workdays, during which the teacher and evaluator are both in attendance, following the final classroom observation which is to be used in the final evaluation.
- b. The final evaluation shall indicate that the performance of the teacher is "Satisfactory," "Needs Improvement" or "Unsatisfactory" and shall be based upon the observations made for the purposes of evaluation. Any supporting documentation shall be included in the final evaluation.
- c. Upon completion of the conference to discuss the final evaluation, both parties shall sign the final evaluation. The signature of the teacher only acknowledges that the teacher has read and received the final evaluation.
- d. If the teacher feels his/her final evaluation was incomplete or unjust, he/she may put/his her objections in writing within ten (10) workdays and have them attached to the written evaluation that is in dispute which is to be placed in his/her personnel file. Said objection(s) shall be signed by the teacher.
- e. For a tenure teacher not on an IDP, the final evaluation conference for the year shall occur not later than ten (10) workdays prior to the end of the school year.

- f. For a probationary teacher, the final evaluation conference for the year shall be held no later than sixty (60) days prior to the conclusion of the school year (June 30) or prior to the anniversary date of the teacher if he/she is not considered a school year employee.
 - g. A tenure teacher shall be evaluated in writing at least once every three (3) years.
 - h. A probationary teacher shall be evaluated each year of his/her probationary period.
4. Tenure Teacher With A Noted Deficiency
- a. When a written evaluation identifies the performance of a tenure teacher to be unsatisfactory, or in the event that a teacher has an identified performance deficiency, he/she shall be provided an IDP.
 - b. The IDP shall be developed by the appropriate administrator in consultation with the individual teacher. It shall restate the area(s) of unsatisfactory performance, provide suggestions for improvement, and be for one (1) semester at a time but not for more than three (3) consecutive semesters.
 - c. While the IDP is in effect, the following shall apply to the tenure teacher:
 - 1) At least two (2) classroom observations shall be conducted for each evaluation.
 - 2) A post observation conference may include more than one (1) observation and shall be held as soon after the first observation as possible but not later than ten (10) workdays during which the teacher and evaluator are in attendance.
 - 3) A summary of observations and/or post observation conferences will be written and given to the teacher. If the teacher disagrees with the written summary, a rebuttal may be written. Such rebuttal shall be submitted within ten (10) workdays of the teacher's receipt of the summary. The rebuttal shall be signed, and it will be attached to the written summary.
 - 4) Outside evaluator(s) may be appointed by the administration. The teacher may request an outside evaluator for his/her use. Outside evaluation reports shall be on school forms and shared with both parties within ten (10) workdays.
 - 5) Before the conclusion of each semester, a written evaluation shall be completed. If satisfactory improvement has been made, the teacher shall be removed from the IDP and his/her evaluation shall be concluded for the year. If satisfactory improvement has not been made:
 - a) The IDP shall be extended to the next semester, or
 - b) The IDP shall be revised and extended to the next semester, or
 - c) A recommendation for termination shall be made.

B. Professional Growth Plan Evaluation Process

To use the Professional Growth Plan the following conditions shall apply:

- 1. Prior to commencing the evaluation cycle on or before October 1 of the school year in which the teacher is being evaluated, a tenure teacher and the administrator may

mutually agree to use the Professional Growth Plan for evaluation. Written consent of both the tenure teacher and the administrator is required to use the Professional Growth Plan.

2. If an administrator observes a deficiency in the performance of a teacher who is using the Professional Growth Plan, the administrator may, upon giving notice to the teacher, terminate the Professional Growth Plan and proceed with the teacher evaluation process as prescribed in A. above.
3. No teacher on an Improvement/Individualized Development Plan shall be permitted to use the Professional Growth Plan.
4. The administrator and the teacher shall cooperatively monitor and evaluate the teacher's progress using the Professional Growth Plan.
5. A., 1b, 3b and 4 above shall not apply to tenure teachers on the Professional Growth Plan. However, the written final evaluation shall be discussed with the teacher at a personal conference within ten (10) workdays following the completion of the Professional Growth Plan.
6. To comply with the Michigan Teachers' Tenure Act, the agreed upon Professional Growth Plan shall make provision for a minimum of two (2) classroom observations by the evaluating administrator that shall be incorporated in a written performance evaluation of the tenure teacher completed by the administrator.

ARTICLE 12 Professional Growth

- A. Upon obtaining permission from the principal, each teacher may attend one (1) educational conference per year or visit some other school at the expense of the Board when it is shown that said conference will be beneficial to the fulfillment of his/her educational responsibilities.
- B. Teachers may be required to participate in in-service training programs during the school day when initiated by the administration and paid for by the Board.
- C. A teacher mentor shall be assigned to every probationary teacher where required by Sec 1526 of the Revised School Code, or its successor, upon entrance of the teacher into the system. If selected from the bargaining unit, the teacher mentor, insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. Duty as a teacher mentor shall be voluntary. It shall be the duty of the teacher mentor to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system.

ARTICLE 13 Seniority

- A. Seniority shall be determined by the length of service within the bargaining unit and shall be computed from the first day of work beginning with the individual's most recent employment in the school district.
 1. An individual's right to seniority in the District shall be lost as a result of:
 - a. resignation

- b. retirement
 - c. discharge for cause
2. Seniority shall accumulate in full year increments and in one-half ($\frac{1}{2}$) year increments.
 3. Layoff and/or Board approved leaves of absence will not result in a loss of seniority. However, seniority will not accumulate while an individual is laid off or on a Board approved unpaid leave of absence.
 4. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.
- B. On or before November 1, the Board shall prepare a seniority list. This list will provide the name, date of initial workday, length of continuous service in the District, certification, and dates of any unpaid leaves of absence for each bargaining unit member. Four (4) copies of this list will be submitted to the Association President.
1. Any errors in the list must be indicated in writing to the Superintendent within thirty (30) days of presentation to the Association President. If no errors are presented, the list shall be deemed to be accurate.
 2. Any ties in seniority shall be broken by a drawing of lots. All affected individuals are to be notified of the time, date and place of the drawing. An administrator and a representative of the Association shall be present.
 - a. The determination of an individual's placement on the seniority list by the lottery system is final and is not a grievable item under the terms and conditions of this Agreement.
 - b. The Association agrees to hold the Board harmless from any and all liability, which may arise as a result of changing the definition of seniority in the District and/or the institution of a lottery system to establish an individual teacher's placement on the seniority list.

ARTICLE 14
Reduction of Personnel

- A. In order to promote an orderly reduction in personnel when the educational program and curriculum are curtailed, the following procedure will be used:
1. Probationary teachers will be laid off first where any teacher who has acquired tenure and whose position has been curtailed is certified and highly qualified under the No Child Left Behind Act to perform the services of the probationary teacher.
 2. It is understood that special permits (as defined in Part 4 of the Department of Education's Teacher Certification Code) or temporary approvals may not be acquired for teachers to teach outside their certification or endorsements.
 3. In the event the Board determines it necessary to reduce the educational program and curriculum, it may become necessary to lay off tenure teachers. Teaching positions that remain after any such reductions in program and/or curriculum will be offered to teachers who are certified and highly qualified under the No Child Left Behind Act for the positions and who possess the greatest seniority.

- B. It is expressly understood that the Association shall have the right to review the layoff list prior to the notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within seventy-two (72) hours after the termination of the meeting requesting review of the list.
- C. Teachers who are laid off during the contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed for at least one (1) semester of the school year; otherwise such teachers shall remain on the same salary step upon their return from layoff status.
- D. It is expressly understood that the length and continuation of a teacher's employment and the compensation paid thereof is subject to layoff or necessary reduction in personnel. During such layoff or necessary reduction in personnel, all compensation and other benefits shall cease.
- E. Teachers shall be recalled in reverse order of layoff, provided that they are certified and qualified for the vacant position to which they are being recalled. There shall be no obligation to post a vacancy under Article 7 of this Agreement if that vacancy can be filled through recall of a laid off teacher. The Board shall give written notice of recall by sending certified letters to said teachers at their last known addresses. The Board shall give to the Association President, a copy of each recall letter sent to teachers on layoff. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher.
- F. Upon receipt of notification of recall to employment, the teacher shall respond in writing to the Superintendent within fourteen (14) calendar days of his/her acceptance or rejection of employment. Failure of the teacher to respond within fourteen (14) calendar days of receipt of the letter shall constitute abandonment of his/her recall rights.
- G. The Board's obligation to recall a tenure teacher laid off under the provision of this Agreement terminates three (3) years from the effective date of layoff. The Board's obligation to recall a probationary teacher laid off under the provision of this Agreement terminates one (1) year from the effective date of layoff.

ARTICLE 15
Professional Compensation

- A. The salary benefits for teachers covered by this Agreement are set forth in Appendix A that is attached to and incorporated in this Agreement.
- B.
 - 1. Teachers employed by the District may be granted up to full credit for previous school teaching experience. Upon request, the Association President shall be notified of the amount of experience granted to a new teacher.
 - 2. A new teacher who begins work on or before the end of the first semester shall advance one (1) step on the salary schedule at the beginning of the next school year.
 - 3. A new teacher who begins work after the end of the first semester shall not advance a step on the salary schedule at the beginning of the next school year. Advancement shall occur in the subsequent year(s), however.
 - 4. A teacher who is employed for a reduced schedule shall be paid the pro-rata amount of the specific salary schedule step for the year and shall advance one (1) step the next school year.

C. Pay choice:

Teachers shall be paid every other Friday. Each teacher shall have a choice of receiving his/her contract amount over nine and a half (9 1/2) months or twelve (12) months. The first pay for the 2011-2012 school year will be September 9, 2011.

All teachers will use Direct Deposit beginning with the September 9, 2011 payroll.

- D. If approved, a teacher's use of his/her own vehicle, for school business, shall be reimbursed at the IRS rate that is in effect on the date the mileage is incurred. Requests for reimbursement must be submitted at least quarterly on the following dates: September 20, December 20, March 20, and June 20. Teachers will be given a minimum of 15 minutes to travel from one building to another.
- E. 1. Eligibility for longevity pay increases are dependent upon years of service to Central Montcalm Schools and additional semester hours earned. SB-CEU's may be substituted for semester hours. Three SB-CEU's will be considered equivalent to one semester hour.
2. It is expressly understood that teachers will have the responsibility for presenting written evidence of the appropriate number of semester hours needed to qualify for this benefit to the Board Office. Written evidence must be turned in no later than the end of the first teacher day of a school year. Salary schedule adjustments for longevity will be made only at the beginning of the semester following the employee's satisfaction of the requirements. If the employee qualifies to be placed on a longevity step at the start of the second semester, he/she shall receive the appropriate pro-rata amount of the step. Written evidence for second semester must be turned in no later than the end of the teacher workday concluding the first semester.
- F. 1. You are eligible for the first longevity step in your 15th consecutive year of teaching. To be placed at Step 15, an employee must have been employed by the District for at least fourteen (14) years prior to their placement on longevity and have earned five (5) semester hours within the preceding five (5) years (their 10th-14th years of teaching).
2. You are eligible for the second longevity step in your 20th consecutive year of teaching. To be placed at Step 20, an employee must have been employed by the District for at least nineteen (19) years prior to their placement on step 20, placed at Step 15 for not less than one (1) full school year and have earned five (5) semester hours within the preceding five (5) years (their 15th-19th years of teaching) and subsequent to the five (5) semester hours needed to qualify for Step 15.
3. You are eligible for the third longevity step in your 25th consecutive year of teaching. To be placed at Step 25, an employee must have been employed by the District for at least twenty-four (24) years prior to their placement on step 25, placed at Step 20 for not less than one (1) full school year and have earned five (5) semester hours within the preceding five (5) years (their 20th-24th years of teaching) and subsequent to the five (5) semester hours needed to qualify for Step 20.
4. You are eligible for the fourth longevity step in your 30th consecutive year of teaching. To be placed at Step 30, an employee must have been employed by the District for at least twenty-nine (29) years prior to their placement on step 30, placed at Step 25 for not less than one (1) full school year and have earned five (5) semester hours within the

preceding five (5) years (their 25th-29th years of teaching) and subsequent to the five (5) semester hours needed to qualify for Step 25.

5. The preceding five (5) years are the preceding five (5) years from the first day of the semester for which the teacher is eligible for salary schedule adjustments. Example

2007-2008	Year 10- takes 2 credit class
2008-2009	Year 11
2009-2010	Year 12
2010-2011	Year 13- takes 3 credit class
2011-2012	Year 14
2012-2013	Year 15- paperwork turned in, placed on longevity step 15

- G. For purposes of degree equivalency (BA+45 and MA+45) placement on the salary schedule the following shall apply:

1. A BA degree plus forty-five (45) semester hours taken after the receipt of the BA degree and receipt of the teaching certificate shall qualify an individual for placement on the MA salary schedule.
2. An MA degree plus forty-five (45) semester hours taken after the receipt of the MA degree and receipt of the teaching certificate shall qualify an individual for placement on the EDS salary schedule.
3. A teacher will receive credit toward a BA+45 or MA+45 for any course taken from a college or university accredited by the National Council for Accreditation of Teacher Education (NCATE) or any other Michigan university providing teacher education programs. SB-CEU's may be substituted for semester hours. Three SB-CEU's will be considered equivalent to one semester hour. Courses taken from any other educational institution must have prior administrative approval in order to apply toward a teacher's equivalency status placement on the salary schedule.
4. In order to qualify for degree equivalency status, a teacher will have the responsibility for presenting written evidence of the following to the Superintendent or his/her designee. Written evidence must be turned in no later than the end of the first teacher day of a school year, and must include:

- a. An up-to-date list that indicates the course work completed by the teacher, and
- b. Official copies of all transcripts relating to such course work.

- H. In the event that a transcript is not available by the first staff work day, the teacher is required to have proof from the instructor that course work has been completed. It must be turned in to the Board Office by the deadline. On receipt of the official transcript, the teacher will receive their pay step, retroactive to the semester where all requirements are met.

- ~~H.~~ 1. A teacher who qualifies for retirement and retires under the Michigan Public School Employees Retirement System (MPERS) or Social Security and who has taught for the Central Montcalm School System for at least twenty (20) years shall, upon retirement, be paid for each accumulated sick leave day from zero (0) to one hundred forty-five (145) days of accumulation according to the rate applicable to the amount of accumulated sick leave days as follows:

- a. If number of days accumulated is less than ninety (90), forty dollars (\$40) per day will be paid for all days accumulated.
 - b. If number of days accumulated is from ninety (90) to less than one hundred ten (110), forty-five dollars (\$45) per day will be paid for all days accumulated.
 - c. If number of days accumulated is from one hundred ten (110) to one hundred forty-five (145), fifty dollars (\$50) per day will be paid for all days accumulated.
2. Except for disability retirements and retirements pursuant to a reduction in personnel, eligibility for payment of the above benefit is contingent upon receipt of the teacher's written resignation prior to April 1, for retirement effective at the conclusion of the school year and prior to September 1, for retirement effective at the conclusion of the first semester of the school year.
- I. A teacher receiving either twenty (20) semester hours beyond a Bachelor's degree; a Master's degree; fifteen (15) semester hours beyond a Master's degree; an Educational Specialist's degree; or who qualifies for degree equivalency status as defined in G. above, after signing a contract and before the first teacher day of a school year, will be placed on the appropriate salary schedule. Salary schedule adjustments will be made only at the beginning of the year.
 - J. In order to qualify for placement on the BA+20, the BA+45, the MA+15, or the MA+45 salary lanes, the semester hours must have been earned after the degree and after the teaching certificate was awarded.
 - K. In the event that a staff member is requested to and agrees to teach, other than as a substitute teacher, during his/her scheduled preparation period, said teacher will be paid on a pro-rata per diem basis for the normal salary.
 - L. In the event a staff member is requested to and agrees to teach in an extended day beyond his/her normal teaching assignment, said teacher will be paid on a pro-rata per diem basis for the normal salary.
 - M. Equivalent term hours may be substituted for semester hours for any of the above requirements.

Article 16

Fringe Benefits

- A. In order to become entitled to receive any insurance benefits, an employee must meet the following criteria:
 - 1. A properly completed written application form must be submitted to the Board Office for each type of insurance available.
 - 2. Acceptance of the employee's written application by the insurance carrier(s).
 - 3. The employee must be able to perform any "at work requirements" specified by the insurance carrier(s).
- B. A teacher who fulfills his/her teacher contract is entitled to twelve (12) months of coverage commencing September 1 and ending August 31. Insurance premiums shall be paid for thirty (30) calendar days for a teacher who terminates employment, is laid off, or who goes on an

unpaid leave of absence. Said thirty (30) day period shall begin on the first day of the month following the effective date of termination, layoff or unpaid leave (except leaves covered under FMLA).

1. For the 2011-2012 school year, the Board shall pay 100% of the monthly insurance premiums for MESSA Plan A coverage.
2. Beginning July 1, 2011, and each year after, the board will provide a \$30,000 pool to be used to reimburse Teachers for prescription costs beyond the co-pay. Teachers must submit receipts in writing to the Board Office to receive the reimbursement.
3. Each teacher may select either MESSA PAK Plan A or Plan B, except where the teacher and his/her spouse are both employees of the District, in which case one (1) spouse must select MESSA PAK Plan B.
4. For the 2012-2013 school year, step advances are guaranteed. The contract will be reopened to bargain salary and insurance only.
5. For the 2013-2014 school year, the contract will be reopened to bargain salary and insurance only.

C. MESSA PAK Plans

- | | |
|------------------------|--|
| 1. Plan A | |
| Health Insurance | Choices II with the \$200/\$400 deductible, \$20 office visit and the Saver RX prescription plan |
| LTD | Plan 1
66 2/3% of salary with \$5,000 monthly maximum, with 90 calendar days modified fill wait period and Social Security Freeze, Alcoholism/drug addiction—2 year coverage and Mental/nervous—2 year coverage |
| Delta Dental Plan | 80/80/80/80; \$1,200 annual benefit maximum for Class I, II and III; \$1,800 lifetime benefit maximum for Class IV |
| Negotiated Life Vision | \$30,000 with AD&D
VSP-2 |
| 2. Plan B | |
| Cash Option | 2011-2012 \$100 cash option in lieu of health benefits
2012-2013 \$150 cash option in lieu of health benefits
2013-1014 \$200 cash option in lieu of health benefits |
| LTD | Plan 1
66 2/3% of salary with \$5,000 monthly maximum, with 90 calendar days modified fill wait period and Social Security Freeze, Alcoholism/drug addiction—2 year coverage and Mental/nervous—2 year coverage |
| Delta Dental Plan | 80/80/80/80; \$1,200 annual benefit maximum for Class I, II and III; \$1,800 lifetime benefit maximum for Class IV |
| Negotiated Life Vision | \$30,000 with AD&D
VSP-2 |

- D. The Board shall provide a cash option in lieu of premium payments for Plan A for those individuals who, in writing, waive coverage under Plan A and elect Plan B in connection with their election of benefits under the Employer's Section 125 Plan. The cash amount shall be::

2011-2012	\$100 per month
2012-2013	\$150 per month
2013-2014	\$200 per month

- E. The Board shall adopt and administer a cafeteria plan document pursuant to Section 125 of the Internal Revenue Code. All expenses relating to the administration of the Section 125 Plan shall be paid by the Board.
- F. The amount of the cash option payment received under Plan B may be applied by the teacher to a Tax-Deferred Annuity. To elect a Tax-Deferred Annuity for this cash option payment or by using a portion of the teacher's regular salary, the teacher shall enter into a separate salary reduction agreement.
- G. A teacher for whom the Board makes monthly term life insurance premium payments will have a thirty-one (31) day conversion right upon termination of employment. Any teacher electing his/her right of conversion in order to keep his/her life insurance in force must contact the insurance carrier within thirty-one (31) days of his/her last day of employment in order to effectuate this change.
- H. The Board agrees to pay prorated insurance premiums for each part-time teacher who meets all qualifications and requirements for the insurance provider(s) and/or underwriter(s) on the following basis:

<u>Part-time status</u>	<u>Premium received</u>
0.1	10%
0.2	20%
0.3	30%
0.4	40%
0.5	50%
0.6	60%
0.7	70%
0.8	80%
0.9	90%

The balance of premium required to maintain coverage for a part-time teacher will be payroll deducted from the wages of that person.

- I. The Board will pay the enrollment fee for a teacher who volunteers to attend a program designed to aid in discontinuing his/her use of tobacco products. This program shall be mutually agreeable to both the Board and the Association. Further, the Association agrees that the Board may enact a policy prohibiting the use of tobacco products by all school employees in District buildings, on District grounds, and/or in District vehicles.
- J. It is the understanding of both parties that the Board will declare itself policyholder of the negotiated MESSA insurance coverage and MESSA will then change the PAR agreement to accord policyholder status to the District. The parties further agree that policyholder status will not impair or change the benefit level of carrier negotiated in the collective bargaining agreement or the current claims processing established by MESSA

ARTICLE 17
Teacher Rights and Protections

- A. The Board shall give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and the teachers shall uphold and enforce policies of the District.
- B. Any case of assault or assault and battery upon a teacher while in the performance of duties assigned by the District shall be promptly reported to the Board or its designated representative. The Board will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Providing that the teacher is not at fault, any required absence from teaching responsibilities in connection with the processing of the incident by law enforcement and judicial authorities, and at the request of those authorities, shall be without loss of salary or fringe benefits.
- C. When it is determined by the Board that disciplinary action taken by the teacher toward a student is consistent with policies established by the Board and if such action results in a complaint or suit against the teacher, the Board will assist the teacher in securing defense counsel and /or indemnity coverage through available insurance policies in force in the school system. The Board will maintain errors and omission insurance with policy limits not less than those in effect on July 1, 1998.
- D. The Board will reimburse teachers for any loss, damage or destruction of personal property brought to school to be used as instructional materials, if the principal is notified in advance that such property is being so used and authorizes its use. The Board shall not be responsible for the loss of such items due to normal wear and tear, due to teacher negligence, or for loss or damage of under five dollars (\$5.00) or over three hundred dollars (\$300.00).
- E. Complaints made by a parent, student or other person about the conduct or performance of a teacher that may form the basis for discipline or adverse evaluation or be documented in the teacher's personnel file shall be called to the teacher's attention prior to administering any disciplinary measure or adverse evaluation based thereon or the documentation of the complaint in the teacher's personnel file.
- F. A teacher shall be expected to exercise reasonable care with respect to the safety of students and use of District property. A teacher shall not be held responsible by the Board for damage to District property except in the case of negligence, neglect of duty or deliberate acts.
- G. Each teacher shall have the right upon request to review the contents of his/her own personnel file. At the teacher's request, a representative of the Association or the Board may accompany the teacher in such a review. Letters of Evaluation and/or Credential Evaluations made by people from outside the District shall remain confidential.
- H. 1. A teacher shall at all times be entitled to have present a representative of the Association when he/she is presented with a written reprimand, warned or otherwise disciplined. When a request for representation is made, no action shall be taken with respect to the teacher until a representative of the Association is present.
2. The following steps shall be followed when a written reprimand is given:
- a. The teacher to be reprimanded shall be given reasonable advance notice either in writing or verbally.
 - b. A conference shall be held to define the infraction. Before further discussion occurs, the teacher may request that an Association Representative be present. If further representation is not requested, the reprimand may be issued. If further

representation is requested, a second conference shall be held not more than two (2) days following the first conference. At the second conference, the reprimand may be issued.

- I. 1. No tenure teacher shall be discharged or disciplined without just cause.
- 2. Discipline of a tenure teacher may be grieved under the grievance procedure of this Agreement, unless the disciplinary measure constitutes a demotion for appeal within the jurisdiction of the Michigan Teacher Tenure Act, MCL 38.71 et seq.
- 3. Any discharge or demotion of a tenure teacher shall be governed exclusively by applicable provisions and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., and such matters shall not be subject to the grievance procedure in this Agreement.
- J. The private and personal life of any teacher is not within the concern or attention of the Board, as long as it is consistent with the high standards of the teaching profession and does not adversely affect the teacher's employment relationship with the District. Without limitation of the above standards, if a teacher's off-duty conduct results in a criminal conviction, guilty plea or plea of nolo contendere, the Board reserves the right to take disciplinary action, up to and including dismissal of the teacher, whether or not proceedings have also been instituted for suspension or revocation of the teacher's certificate.
- K. The Board shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association, or his/her institution of any grievance, complaint, or proceeding.
- L. The Board will pay to a teacher who is absent due to an injury covered under Worker's Compensation Insurance and who has no sick leave available for use from his/her personal accumulation or the Association sick leave common bank, the difference between his/her contractual salary and disability payments made under Worker's Compensation during the period of his/her absence after exhaustion of available sick leave benefits not to exceed one (1) year from the date of disability and receipt of disability benefits.

ARTICLE 18 Grievance Procedure

- A. A grievance shall be defined as a claim by a teacher, group of teachers or the Association alleging a violation, misinterpretation or misapplication of the expressed written terms and conditions of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The termination of services of or non-renewal of any probationary teacher;
 - 2. The termination of services or non-renewal of any teacher to a position on the extracurricular schedule;
 - 3. Any matters within the jurisdiction of the Michigan Teacher Tenure Act, MCL 38.71 et seq.;

4. Any claim of a violation of law; or
 5. The content of an evaluation or an individualized development plan.
- C. The Association shall designate one (1) representative per building to handle grievances in that building when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Informal Level One and Formal Level One as described and the Superintendent or his/her designated representative to act at Formal Level Two as described.
- D. The Association shall annually notify the Board of the name of the grievance committee chairperson.
- E. The term "days" as used herein shall mean days when school is in session except during the summer recess during which time it shall mean weekdays excluding holidays.
- F. A written grievance shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this Agreement alleged to have been violated;
 5. It shall contain the date of the alleged violation; and
 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- G. 1. Informal Level One - A teacher, group of teachers or the Association alleging that there is a grievance, as defined in A. above, shall, within ten (10) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the grievance shall be reduced to writing and shall, within seven (7) days of said discussion, be transmitted to Formal Level One.

2. Formal Level One - A copy of the written grievance shall be submitted to the principal. The principal shall, within five (5) days of the receipt of the grievance, render a written decision and transmit a copy to the grievant and the grievance committee chairperson. If no decision is rendered within five (5) days of the submission, or the decision is unsatisfactory to the grievant, the grievant shall within five (5) days appeal same by filing such written grievance with the Superintendent or his/her designee.

A written grievance may be filed at Formal Level Two if it could affect personnel in more than one (1) school building thus omitting Informal Level One and Formal Level One, provided that it is filed at Formal Level Two within ten (10) days of its alleged occurrence.

3. Formal Level Two - A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Formal Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt

of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or a designated Association Representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing. A copy of the written decision shall be transmitted to the grievant and the grievance committee chairperson. A copy of the decision shall be placed in a permanent file in the Superintendent's office. If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant and/or the Association, the Association shall within five (5) days appeal same to the Board by filing such written grievance, along with the decision of the Superintendent, with the Superintendent or his/her designee.

4. Formal Level Three - Upon proper application as specified in Formal Level Two, the Board shall within fifteen (15) days allow the teacher and/or his/her Association Representative an opportunity to be heard at a meeting scheduled to hear the grievance. Within fifteen (15) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than fifteen (15) days after the initial hearing. The Board may, at its discretion, designate three (3) of its members to fulfill its obligation at Formal Level Three. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, and copies shall be forwarded to the grievant and the grievance committee chairperson.
5. Formal Level Four - Individual teachers shall not have the right to process a grievance at Formal Level Four.
 - a. If the Association is not satisfied with the disposition of the grievance at Formal Level Three, it may refer the matter for arbitration by filing a Demand for Arbitration with the American Arbitration Association within ten (10) days after the decision of the Board is rendered. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
 - b. Neither party may raise a new defense or ground at Formal Level Four not previously raised or disclosed at other levels.
 - c. The decision of the arbitrator shall be final and binding upon employees, the Board and the Association, subject to the right of the Board or the Association to judicial review of any lawful decision of the arbitrator.
 - d. Powers of the arbitrator are subject to the following limitations:
 - 1) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement.
 - 2) He/she shall have no power to change any practice, policy or rule of the Board or substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - 3) He/she shall have no power to decide any question, which, under this Agreement, is within the responsibility of the management to decide.
 - 4) He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 - 5) He/she shall not hear more than one (1) grievance at the same time except upon expressed written mutual consent.

- 6) He/she shall have no power to order monetary awards or remedies where no wage loss has been caused by the action that is the basis of the grievance.
- e. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
- H. The fees and expenses of the arbitrator shall be paid by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- I. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified or leave the employ of the Board all further proceedings on a previously instituted grievance shall be barred except a claim involving a remedy directly benefiting the grievant regardless of his/her employment.
- J. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.
- K. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association Representative is to be at his/her assigned teaching station except as authorized by the Superintendent or his/her designee.
- L. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- M. Upon the expiration of this Agreement, any claim or grievance arising prior to the expiration of this Agreement may be processed through the grievance procedure until resolution.

ARTICLE 19 No Strike or Interruption of Education

It is specifically understood that during the period of this Agreement the Association and its members will not engage in or encourage any strike or picketing or any other action which in any way interferes with or adversely affects the normal educational activities of the District or its students or its employees. It is further agreed that in the event of any violation of this Article, the Association, for itself and on behalf of its members, consents to the entry of a court decree enjoining the continuation of any violation hereof.

Article 20

- A. Each collective bargaining agreement entered into between a public employer and public employees under Public Act 0009 of 2011 after the effective date of the amendatory act that added Section 15(7) to the Public Employment Relations Act, shall include a provision that allows an emergency manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify or terminate the collective bargaining agreement as provide in the Local Government and School District Fiscal Accountability Act. Provisions required by the subsection are prohibited subjects of bargaining under this act. It is also understood that if Public Act 0009 of 2011 is modified or repealed such that this provision is no longer required by statute or is found unconstitutional or otherwise unenforceable, this section of the contract is null and void.

- B. The parties shall agree upon an evaluation tool compliant with Section 1249 of the School Code to be effective September 1, 2011, using the Charlotte Danielson model.

Article 21

Duration of Agreement

In WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives this 23rd day of June, 2011.

CENTRAL MONTCALM PUBLIC SCHOOL DISTRICT

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

Central Montcalm Education Association:

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

Appendix B
Extracurricular Compensation

- A. All non-classroom teaching assignments under this section shall be made by the school administration subject to approval by the Board. The positions will be assigned by supplementary contract without tenure. The extracurricular compensation will be the stated percent of the BA salary lane on the basis of the number of years of experience in the extracurricular activity, not on classroom teaching, except extracurricular experience in activities within the categories of athletic coaching, academic coaching and class advisors will count toward accumulated experience for salary purposes for assignments

within the same category. Not all positions listed below will necessarily be filled by the Board.

1. Dramatics	
High School Play Director	6%
Middle School Play Director	4%
Assistant Director	2%
Musical	
Stage Director	6%
Music Director	4%
Assistant Director	2%
2. Cheerleading	
Varsity—Fall	6%
Varsity—Winter	8%
Junior Varsity—Fall	3%
Junior Varsity—Winter	5%
Freshman	4%
Middle School 7 & 8 (per squad)	3%
3. Football	
Varsity Head	11%
Varsity Assistant	6%
Junior Varsity Assistant	5%
Junior Varsity Assistant	5%
Freshman Assistant	5%
Freshman Assistant	5%
4. Basketball	
Varsity	11%
Junior Varsity	6%
Assistant	5%
Freshman	5%
8th Grade	4%
7th Grade	4%
5. Baseball/Softball	
Varsity	9%
Junior Varsity	5%
Freshman	4%
Assistant	4%
6. Golf	
Varsity	7%
Junior Varsity	3%

7. Wrestling	
Varsity	11%
Junior Varsity	6%
7th and 8th Grade (one team)	4%
8. Cross Country	
Varsity (one team for both boys & girls)	9%
8th Grade (one team for both boys & girls)	4%
7th Grade (one team for both boys & girls)	4%
9. Track	
Varsity	9%
Assistant	5%
8th Grade (one team for both boys & girls)	4%
7th Grade (one team for both boys & girls)	4%
10. Volleyball	
Varsity	11%
Junior Varsity	6%
Freshman	5%
Assistant	4%
8th Grade	4%
7th Grade	4%
11. Band	
High School Band	3%
High School Jazz Band	2%
Middle School Symphonic Band	1%
Middle School Jazz Band	1%
Middle School Concert Band	1%
12. Yearbook	3%
13. Varsity Singers	3%
14. District School Improvement Team Building Representative	1%
15. Student Council Advisor	
High School Advisor	2%
Middle School Advisor	1%
16. Class Advisor	
Senior Class Advisor	2%
Junior Class Advisor	2%

Sophomore Advisor	1%
Freshman Advisor	1%
17. Future Farmers of America Advisor	2%
18. Future Homemakers of America Advisor	2%
19. Academic Coach	2%
20. Sixth grade camp [if two (2) overnights]	1%
21. CMSAD Advisor	1%
22. National Honor Society Advisor	1%
23. Flag Corps Advisor	1%
24. Building Level Accreditation Chairperson	4%
25. Technology Integration & Support Specialist Building Level	2%
26. Activities Coordinator	
High School	12%
Middle School	5%

- a. Experience as a secondary athletic coach shall count toward accumulated experience for salary purposes for Activities Coordinators.
- b. If, in the future, the Board determines that the responsibilities of the Activities Coordinator should be reassigned to a school administrator, the Activities Coordinator position may be removed from Appendix B.

B. After the 11th year (Step 11) a coach, in categories 2-10, would accrue salary based on the following schedule:

Years 12-15 (consecutive assignment) – 1% of BA base step added to the Schedule B contract.

Years 16-20 (consecutive assignment) – 2% of BA base step added to the Schedule B contract.

Years 21+ (consecutive assignment) – 3% of BA base step added to the Schedule B contract.

A coach will be credited with 1 year of service regardless of the number of contracted sports coached in said year. Longevity will apply to middle school athletic coaches as well as high school athletic coaches.

These changes to Appendix B are to be made for contracted coaches at CMPS, coaching in positions 2 thru 10 on the above appendix.

C. Time involved and compensation for work performed beyond the school year will be determined by mutual consent of the party or parties involved and the Board.

D. Miscellaneous:

1. If employed to work at athletic events with admissions fees, excluding team and State sponsored tournaments (coaches hired for the sport are excluded):

For one event	\$10.00
For two events on the same date	\$18.00
For three events on the same date	\$25.00

2. Riding a bus to extracurricular activities outside the normal school day, including supervision at the activity: \$10.88

3. Supervision of a class:

60 minutes	\$18.00
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D. Compensation payments will be made upon request except one-third (1/3) of the compensation will be deferred until all responsibilities are completed and the supervisor approves final payment. A request for a compensation payment must be made by submitting the Extra Duty Pay Request form to the Athletic Director or principal for approval. The request will be processed for payment in the next payroll period following approval by the Athletic Director or principal.

AGREEMENT

This Agreement is entered into this 23rd day of June, 2011, by and between the Central Montcalm Public School District of Stanton and Sheridan, Michigan, hereinafter called the "Board", and the Central Montcalm Education Association MEA/NEA, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association have a statutory obligation, pursuant to the Michigan Public Employment Relations Act (PERA), to bargain in good faith with respect to wages, hours and other terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings, it is hereby agreed as follows:

ARTICLE 1 Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in PERA, for all professional personnel holding a teaching position including personnel on tenure and probation and including librarians, counselors, speech therapists, and social workers, but excluding the Superintendent, Assistant Superintendent, Administrative Assistants, Principals, Assistant Principals, office and clerical employees, shared time vocational instructors, paraprofessionals, substitute teachers, community education personnel and all others employed by the Board. An administrator who is employed as a part-time teacher shall be excluded from Association membership and representation in the bargaining unit.
- B. The term "Teacher" when used in the Agreement shall refer to all employees represented by the Association in the bargaining unit as defined in A. above.
- C. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.
- D. A bargaining unit member not subject to the provisions of the Michigan Teacher Tenure Act shall serve a probationary period of the same length as newly certified teachers under the provisions of the Act.

ARTICLE 2 Association Rights

- A. The Association and its members may use available school building facilities for meetings at reasonable hours when those facilities are not otherwise in use for school purposes. The Association and its members shall be provided reasonable access to and use of the e-mail system and available telephone, facsimile, duplication, audio visual, computer, printer and scanner equipment for conducting business of the Association when such is not otherwise in use for school purposes and at times that do not interfere with the professional duties and

responsibilities of teachers. The personal offices of administrators and equipment in the personal offices of administrators are excluded from the facilities and equipment available for Association use. Use of District computers and the District e-mail system by the Association is subject, in all respects, to the acceptable use policy of the District. The District may require the Association to reimburse it for any fees, charges or costs assessed to the District related to the Association's use of the District's equipment and/or e-mail system.

- B. The Board agrees to furnish to the Association, in response to written requests, available information that is relevant and necessary to the performance of its obligations for representation of the bargaining unit in grievances and collective bargaining as required by law. The District may require the Association to pay the costs for providing such information according to the calculation of costs to provide information to a requesting party under the Michigan Freedom of Information Act.
- C. If a new extracurricular position is created by the Board, representatives of the Board will meet with representatives of the Association to negotiate compensation for the position. Said meeting shall occur within two (2) weeks of the creation of the position or at a time mutually arranged by the representatives.

ARTICLE 3 Board Rights

- A. Subject to the provisions of this Agreement, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves upon itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but not limited to the following, the right to:
 - 1. Executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees;
 - 2. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and promote and transfer all such employees;
 - 3. Establish grade levels and courses of instruction, including special programs, and provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 4. Review and approve all the means and methods of instruction, the selection of textbooks and other teacher materials, and the use of teaching aids of every kind and nature;
 - 5. Determine duties, responsibilities and assignment of teachers with respect to class schedules, hours of instruction, non-teaching school activities and administrative activities.
- B. The exercise of the foregoing powers, the adoption of policies and the use of judgment by the Board shall be limited only by the terms of this Agreement, the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 4 Professional Dues or Fees and Payroll Deductions

- A. Regarding assessments on the part of the Association, the Board agrees to payroll deduction for NEA, MEA and CMEA dues, with deduction to be done over the first twenty (20) pays of the school year provided that the payroll clerk is provided with signed authorization cards requesting such deductions.
- B. Upon written request by a teacher, payroll deductions shall be made for MESSA health insurance, MEA Financial Services tax sheltered annuities, MEA Financial Services mutual funds, the Montcalm Public Employees Credit Union, United Way of Montcalm County, Central Montcalm Community Foundation and any other purpose mutually agreed upon between the Board and the Association. Payroll deductions for tax-sheltered annuities shall be made for those plans jointly approved by the Board and the Association for participation by bargaining unit members.
 1. Revised IRS 403(b) regulations, effective January 1, 2009, require the Board to undertake substantial plan document and compliance responsibilities for 403(b) retirement arrangements provided to district employees.

The Board will offer bargaining unit employees the opportunity to participate in tax-sheltered annuity plans in accordance with the district's 403(b) plan document. Approved tax-sheltered annuity vendors for bargaining unit employee participation via payroll deduction are: Variable Annuity Life Insurance Co., Paradigm (formerly known as Prudential Asset Management Co.), and Equitable Life Assurance Society.

The selection of tax-sheltered annuity plans in which bargaining unit employees may participate by payroll deduction shall be limited to those designated above except for bargaining unit employees continuing their participation in the tax-sheltered annuity plans in which they previously participated by payroll deduction prior to September 1, 2000. These employees may continue to participate in the previously selected plans until such participation is terminated by the bargaining unit employee, terminated by the tax-sheltered annuity plan, or terminated because these companies do not meet IRS regulations.

- C. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for membership dues or service fees, as is applicable.

No bargaining unit member is required to become or remain a member of the Association as a condition of employment. Bargaining unit members who elect not to become members of the Association are required to pay a reduced service fee to the Association equivalent to his/her proportionate share of Association expenditures that are necessary to support representational activities in dealing with the Board on labor-management issues.

In the event that a bargaining unit member does not remit membership dues to the Association or does not pay the service fee directly to the Association (or authorize payment of membership dues or the service fee through payroll deduction) the Board shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the due process procedures provided below.

1. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-

compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.

- b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Board withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Association's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which is alleged to be not properly chargeable to bargaining unit members who elect not to become members of the Association.
 - d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- D. Nothing in this Article shall be interpreted or applied to require deduction of employee contributions to political action or other similar funds of the Association or its affiliates.
- E. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures – Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- F. Due to certain requirements established in recent Court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- G. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the Board, and that said service fee includes only those amounts permitted by this Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide the Board for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Association and

its affiliates to bargaining unit members who choose not to join the Association and/or to object to the service fee.

The Association further agrees to certify to the Board that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.

- H. Further, the Association agrees to promptly notify the Board in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the Board shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to the Association.
- I. In the event that the Association fails to provide certification or information as called for in this Article above, the Board shall have the right, upon one week's notice to the Association local President, to discontinue all involuntary dues deductions for representation service benefit fees contained in this Article until such time as the Association has fully complied with the provisions of this Article.
- J. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the Board and the Association.
- K. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this Section. Further, the Association agrees to indemnify and save the Board of education of the Central Montcalm School District, the individual members of its Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the Board or its agents for purposes of complying with the union security provisions of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.
- L. With respect to all sums deducted by the Board, pursuant to authorization of the employee, whether for professional dues or service fee, the Board agrees promptly to disburse said sums upon direction of the Association.
- M. The Association agrees to indemnify and save the Board and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

ARTICLE 5
Teaching Hours

- A. Both the Board and the Association recognize that teachers are professionals and as such have an obligation to meet the needs of the students, their parents, the community at large and the school district. Communication with students and their parents as to the expectations of the teacher and the school district is necessary both to ensure the advancement of learning as well as the orderly conduct of the students. Participation in meetings with parents to discuss the progress of their children is sometimes necessary either in a group or individual setting in order to enhance the ability of the students to reach their maximum learning potential. Participation in professional activities for the teacher is one of the methods by which the teacher can improve his/her ability to influence the learning of students.
- B.
 - 1. The normal workday shall not exceed seven hours and thirty-five minutes (7 hours and 35 minutes) and shall include a thirty (30) minute duty-free lunch period. While this provides for the basic teaching day, the Association and Board recognize that each teacher may have other professional responsibilities to the students and to the District.
 - 2. In addition to the normal workday, the building administrator shall be allowed to extend the workday by up to thirty (30) minutes for a building staff meeting. Said meeting may be held either before or after the school day once per week, except if an emergency would require an additional meeting. The meeting shall be for no more than forty-five (45) minutes. Attendance at building meetings is compulsory and release from this obligation must be obtained orally from the building principal.
 - 3. On teacher workdays (non-student, non Professional Development days), teachers may work a flexible schedule. They are responsible for working 7 hours and 35 minutes, but may begin the day earlier or later than their normal workday. Staff choosing to work a flexible day shall notify their principal of their hours.
 - 4. The first teacher workday shall be reserved for classroom preparation and staff meetings. The staff meeting shall last no longer than 90 minutes.
- C.
 - 1. Up to four (4) evening meetings, which shall not exceed a total of twelve (12) additional hours, may be required per school year. Said evening meetings shall not extend beyond 9:00 p.m. A schedule of these meetings shall be provided no later than the first day of school except if a meeting is to occur prior to the start of school or within the first two (2) weeks of school in which case at least a ten (10) day notice shall be provided. In the event a meeting has to be rescheduled, the rescheduled time and date shall be provided to teachers at least five (5) workdays in advance of the rescheduled date.
 - 2. If a fifth evening meeting for a building is scheduled, the affected employees will be given the afternoon of conference week, when students are not in session, off in exchange.
- D. School calendars for the respective school years of this Agreement shall be set forth in Appendix C and shall consist of student attendance days and teacher duty days as designated.
- E.
 - 1. The parties agree to adhere to the requirements of attendance set forth in the school calendars found in Appendix C. Furthermore, teachers will work all days and/or hours of student instruction and professional development required by law for the District to receive full payment of state school aid for each school year for the annual salary specified in Appendix A. If school is canceled due to inclement weather or other conditions, teachers shall not be required to report to work, but all days and/or hours lost and required to be made up for the District to receive full payment of state school aid will be made up at the end of the school year. Students shall be scheduled to attend all such make up days and/or hours.

2. When it becomes necessary to shorten the instructional day for students due to inclement weather, or other conditions, teachers will be released from their duties immediately after the students are loaded on the buses and the buses have departed.
- F. Elementary teachers will not be required to supervise outside playground duty and inside recess, when scheduled.
- G. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board or participating in any professional grievance negotiations shall be released from regular duties without loss of salary.
- H. The Board shall provide three (3) leave days during which time officers or representatives of the Association shall be released from regular duties without loss of salary for scheduled MEA meetings. No more than two (2) of these days can be used by the same individual per school year.
- I. 1. At the secondary level, teachers will receive a period to be used for classroom preparation purposes unless otherwise permitted by the building principal.
2. At the elementary level, teachers will receive a period to be used for classroom preparation purposes unless otherwise permitted by the building principal. The elementary preparation periods shall be as follows:
- a. An average of two hundred thirty-five (235) minutes per week during the student instructional day, which will not be subdivided into units of less than fifteen (15) minutes, will be reserved for each teacher to be used for classroom preparation with no responsibility of student supervision.
 - b. The scheduling of preparation time shall be based on a five (5) day week, seven hours and thirty-five minute (7 hours and 35 minutes) workday.
- J. 1. When requested by a building principal, or his/her designee, a classroom teacher who agrees to supervise or substitute teach another class during his/her assigned preparation time shall be paid according to Appendix B, Section C., 3. or 4., or may accumulate compensatory time.
2. Teachers who accumulate three hundred sixty (360) minutes of compensatory time shall be entitled to a compensatory day.
3. Compensatory day(s) shall be used according to the provisions of Article 9, Section A.
- a. Teachers who are available shall be solicited on a rotating basis for the particular hour or session of need.
 - b. In the event there is nobody willing to assume supervision, the building principal, or his/her designee, shall assign an available teacher for the hour or session of need. Said use of non-volunteering teachers shall be done only when necessary and shall be done on a rotation basis of available teachers.
4. Non-classroom teachers shall be "assigned" a preparation period for the purposes of 1. through 5. above at the start of each semester.
5. Any compensatory time earned or carried into the last ten (10) days when school is in session shall be paid to the teacher before July 1 according to the Appendix B, Section C., 3. or 4. appropriate rate.

- K. In the event that a teacher is requested, and agrees to teach a before-school/after-school class, or an evening class (flex time), in lieu of an equivalent amount of scheduled minutes of his/her teaching assignment, then all other teaching expectations will remain the same.
- L. If in the event a teacher is requested, and agrees to work days in a flexible calendar schedule, in lieu of days in the normal school calendar, then all other teaching expectations will remain the same.
- M. It shall be the intent and effort of the building principal when assigning duties to do so on an equitable and even basis.
- N. A teacher employed less than full time shall attend parent-teacher conferences, staff meetings, evening meetings, record days, and professional growth and school improvement activities, including those scheduled on early release days. Professional growth and school improvement activities shall be defined as those in which all staff members in the building are required to participate.

ARTICLE 6
Teaching Conditions

Because the pupil/teacher ratio is an important aspect of an effective educational program, class size should be lowered whenever possible to meet the following suggested standards:

Elementary Building Ratio	25-1
Secondary Building Ratio	27-1

ARTICLE 7
Vacancies, Promotions and Transfers

- A. Whenever a vacancy arises, the Superintendent shall notify the Association President in writing and publish notice of same to staff in no less than five (5) school days before it is filled. A vacancy is a newly created position or a current position in the bargaining unit, which the Board intends to fill, which has become open due to transfer, death, retirement, resignation or dismissal of a bargaining unit member. During the normal summer months, the Superintendent shall notify the Association President and Vice-President in writing or electronically/by email.
- B. The Association recognizes that when a vacancy occurs during the school year it may be difficult to fill it from within the District without undue disruption to the existing instructional program. If the Superintendent in his/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current school year at which time the position will be considered vacant.
- C. Whenever a vacancy occurs during the normal summer months when school is not in session, the following procedure shall be followed:
 1. A teacher with specific interests in possible vacancies will notify the Superintendent, in writing of his/her interests during the last week of school and shall include an e-mail or summer postal address.
 2. Should a vacancy occur, the teacher(s) who have expressed an interest in said position or a similar position shall be contacted by the Superintendent's office and notified of the vacancy.
 3. The teacher(s) so notified shall have the responsibility of contacting the Superintendent indicating his/her interest in said position within a posting period of six (6) calendar days.

- D. A teacher who accepts an administrative position with the District will retain the rights he/she accrued under this Agreement as a teacher for a period of three (3) years from the date on which the Board of Education took action to appoint the teacher to the position.
- E. In order to receive or retain an assignment under this Agreement, a teacher must meet all applicable standards for a highly qualified teacher under the No Child Left Behind Act, including the NCLB Final Regulations, 34 CFR Subsection 200.55-200.56, and the Michigan Definition for Identifying Highly Qualified Teachers, as approved by the State Board of Education.

ARTICLE 8 Illness

A. Sick Leave

- 1. Sick leave may be used for the illness, injury or disability of a teacher that necessitates the teacher's absence from work.
- 2. Full-time teachers shall be granted ten (10) days sick leave with pay each year accumulative to one hundred forty-five (145) days.
- 3. When a teacher accumulates more than 145 days, any additional days will be placed in the sick bank. Example: Teacher A ends the 2010-2011 school year with 144 days. Fall 2011, she receives 10 days, only uses 2 during the 2011-2012 school year. She ends the year with 145 days and 7 days are placed in the sick bank.
- 4. Part-time teachers shall be granted sick leave days on a prorated basis. (Example: A teacher working 2.5 days a week will be given five (5) sick days at the beginning of the year.)

A. A teacher may use up to a total of twenty (20) sick leave days per contractual year as follows:

- 1. for the purpose of providing adult care to a member of his/her immediate family who resides in his/her household where such care is required because of the sickness or injury of such person, or
- 2. for the purpose of providing adult care or attention to a member of his/her immediate family who does not reside in his/her household in the case where such person is hospitalized or bed-ridden in a life threatening situation by serious illness or serious injury, or
- 3. for the purpose of attending a funeral of a member of the teacher's immediate family.

B. In an emergency or crisis situation, a teacher may ask for the 20 day limitation to be lifted. Representatives of the board and association will make a decision jointly.

5. For purpose of 5. above, "immediate family" means a brother, sister, spouse, child, parent, parent-in-law, grandparent, grandchild, stepbrother, stepsister, stepchild, or stepparent, niece, nephew, aunt, uncle, brother-in-law, or sister-in-law.
 6. Sick leave will be recorded in units of one-quarter (1/4) hour.
- B.
1. There shall be a common sick leave bank administered by the Association President and the Superintendent or their designees. When the number of days in the bank is reduced to three hundred (300) or fewer, each teacher shall, at the beginning of each contractual year thereafter, contribute two (2) of his/her days to the bank until the number of days in the bank reaches three hundred one (301) or more. Each part-time teacher shall contribute one (1) of his/her days.
 2. Teachers who have exhausted their accumulated sick leave and have been absent five (5) consecutive workdays in addition thereto, may request withdrawals from the common bank provided there are sufficient days available in the bank. Withdrawals shall be authorized by mutual consent of the Association President and the Superintendent or their designees.
 3. For purposes of administering the common bank, the withdrawal of days shall be limited to the following conditions:
 - a. For all sick days claimed from the common bank, the teacher must have a physician's statement verifying the illness or disability. A second medical opinion may be required at the Board's expense.
 - b. To maintain common bank coverage, a teacher must apply for LTD insurance coverage on or before sixty (60) calendar days after he/she began his/her absence.
 - c. Common bank benefits will terminate when the teacher has met the eligibility requirements for long-term disability insurance coverage, as defined by the insurance provider.
 4. By August 1, the Board shall notify the Association President of the number of accumulated days in the common bank.

ARTICLE 9

Personal/Compensatory Days or Jury Duty

- A. Personal/Compensatory Days
1. At the beginning of every school year, each teacher shall be credited with three (3) personal days, which, if used, will be deducted from sick leave.
 2. A personal day or a compensatory day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal day or a compensatory day shall notify his/her principal at least three (3) days in advance except in cases of emergency.
 3. Neither personal days nor compensatory days shall accumulate from year to year.
 4. Upon approval of the building principal, accumulated compensatory time and personal time may be used in units of one-quarter (1/4) hour.
 - A. The teacher requesting the use of compensatory/personal time must do so at least three (3) days in advance, except in cases of emergency.

- B. Compensatory time used in full day or half day increments will be based on the student day.
 - C. Compensatory time used in less than half day increments shall be based on the teacher work day.
5. A. It shall not be permissible for a teacher to utilize personal/compensatory days during the first five (5) student days, the last five (5) student days professional development days, examination days, or record days except a personal day may be used to attend a funeral at any time. Teachers are permitted to utilize personal days on parent-teacher conference days, but must attend conferences. The Superintendent may make exceptions to these limitations.
- B. For the purpose of attending your child's Central Montcalm event (WLAP, concert, field trip, etc.) a teacher may request a waiver from the Superintendent for the personal/compensatory day limitations listed in 5.A.
6. The number of teachers permitted to use such leave on any given date shall be limited to the following number of teachers from each building:
- | | |
|--------------------------------------|---|
| a. High School/Middle School | 6 |
| b. Central Montcalm Elementary | 3 |
| d. Central Montcalm Upper Elementary | 5 |
- B. Any full-time teacher called for jury duty during school hours will present the endorsed check from the court to the Superintendent or payroll clerk. The teacher will be paid their normal daily rate of pay.

ARTICLE 10
Leave of Absence

- A. 1. Upon written request of a teacher, the Board may grant a leave of absence for a period not to exceed one (1) year subject to renewal at the discretion of the Board. Said leave shall be without salary, without fringe benefits and with no loss of previously accumulated seniority. Said teacher shall be returned to a position for which he/she is certified and qualified upon return from the leave, subject to other applicable provisions of this Agreement.
2. A teacher who fulfills his/her teacher contract is entitled to twelve (12) months of coverage commencing September 1 and ending August 31. Insurance premiums shall be paid for thirty (30) calendar days for a teacher who terminates employment, is laid off, or who goes on an unpaid leave of absence. Said thirty (30) day period shall begin on the first day of the month following the effective date of termination, layoff or unpaid leave (except leaves covered under FMLA).
- B. Disability Leave
1. A teacher who is disabled and has either exhausted his/her sick leave or opts not to utilize his/her sick leave for the period of disability shall be granted an unpaid disability leave for a period not to exceed one (1) year, renewable at the discretion of the Board.

2. In order to provide for continuity within the classroom between pupil and teacher, the teacher who anticipates a disability shall, within thirty (30) days of the requested beginning date of leave, except in an emergency, submit a written request for leave to the Board. The written request shall specify the date that the teacher desires to commence leave as well as a statement by his/her physician, or psychiatrist in the case of mental disability, that there is no medical/psychiatric reason why the teacher cannot continue to perform the essential functions of the position he/she holds until the beginning date of the leave. The Board reserves the right to require the teacher who is requesting the leave to furnish evidence from his/her physician/psychiatrist that the teacher is able to perform the essential functions of the position he/she holds in the event a question arises as to the teacher's ability to perform the essential functions of the position he/she holds. In making arrangements for medical/psychiatric examinations of a teacher under the provisions of this Agreement, the Board shall be authorized, in the event that the nature of a teacher's incapacity precludes him/her from directly communicating with the Board with regard to such matters, to communicate with a personally appointed representative of the teacher who has been designated and so authorized by a written power of attorney or instrument having the same legal effect.
3. The teacher shall be eligible to return from disability leave upon filing a physician's/psychiatrist's statement verifying that the teacher is able to perform the essential functions of the position he/she holds. The Board shall have the right to have the teacher examined by a Board designated physician/psychiatrist at Board expense. The teacher may request a prospective termination date of the leave of absence at the time of request for the leave.
4. Reinstatement shall be to the teacher's equivalent position for which he/she is qualified and certified.
5. Reinstatement will commence upon the date set by the Board, which shall not be later than the first day of the semester following the date the teacher was declared eligible for reinstatement. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this Agreement.
6. The teacher may request in writing to the Board an extension of leave taken under this Article. Extension of leave will be at the discretion of the Board.
7. Upon reinstatement the teacher taking leave hereunder will be entitled to accrued experience and sick leave accumulated prior to the start of said leave. Any teacher completing over fifty percent (50%) of the class days in any school year during which leave commences or ends shall be given credit on the salary schedule. On July 1 following any unpaid leave of absence, credit for sick leave will be pro-rated by dividing the number of days worked by the number of days contracted, then multiplying by 10 (total granted each year).

C. Childcare Leave

1. An unpaid leave of absence shall be granted to a teacher for the purpose of childcare. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. Such leave shall only be taken immediately following the birth of a child or, in the case of adoption of a preschool age child, from the date that the adoption takes place.
2. In order to provide for continuity within the classroom between pupil and teacher, the teacher shall, within thirty (30) days of the requested beginning date of leave, submit a written request for leave to the Board.

3. Reinstatement shall be to the teacher's equivalent position for which he/she is qualified and certified.
4. Reinstatement will commence upon the date set by the Board. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this Agreement.
5. In the event of death of the object child of the leave, the teacher may request premature termination of the leave.
6. The teacher may request in writing to the Board an extension of leave taken under this Article. Extension of leave will be at the discretion of the Board.
7. Upon reinstatement, the teacher taking leave hereunder will be entitled to accrued experience and sick leave accumulated prior to the start of said leave. Any teacher completing over fifty percent (50%) of the class days in any school year during which leave commences or ends shall be given credit on the salary schedule. On July 1 following any unpaid leave of absence, credit for sick leave will be pro-rated by dividing the number of days worked by the number of days contracted, then multiplying by 10 (total granted each year).

D. Sabbatical Leave

1. A teacher who has been employed for seven (7) years may be granted a sabbatical leave for one (1) year without pay and fringe benefits, as provided by law.
2. A teacher returning from a sabbatical shall be offered reinstatement in his/her previous or comparable position, if available. If not available, he/she shall be assigned to a position for which he/she is fully certified and qualified, provided the written notice of intention to return shall be given to the Board by March 1 of the school year in which the sabbatical expires and he/she is still certified and qualified and competent to perform the regular and necessary duties and functions of the teaching position. Salary increment shall not accrue for any time an employee is on sabbatical leave.
3. It is understood that during the time a teacher is on a sabbatical such teacher shall not be covered by, nor is the Board required to provide insurance benefits (e.g. medical, hospitalization, disability, life, etc.).

- E. A teacher whose personal illness, injury, or disability extends beyond the periods compensated under this Agreement shall be granted a leave of absence without pay for such time as is necessary for complete recovery with a limit of four (4) years and shall be returned to his/her former position or similar position for which he/she is qualified and certified, subject to other applicable provisions of this Agreement. Seniority shall be frozen as of the time such unpaid leave began but shall not be lost.

F. Family and Medical Leave Act

1. To the extent provided by the Family and Medical Leave Act (FMLA), an eligible bargaining unit member shall be granted leave and other rights specified by that law. When leave is taken by an eligible bargaining unit member under the FMLA, the Board shall likewise enjoy all rights and prerogatives afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that those provisions of the FMLA, including Board and bargaining unit member rights and responsibilities shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

2. a. To be eligible for a FMLA leave, a teacher must have been employed for at least twelve (12) months, and for at least 1,250 hours during the previous twelve (12) month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA.
- b. Supplementary insurance coverages may be continued by the teacher who prepays the premium cost to the business office of the District which will then make timely payment of the premium to the insurance company, provided the teacher has made a timely submission of the amount of the premium payment.
3. Paid leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes as the FMLA, will be counted as part of the leave time available and used under the FMLA leave. FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102(b) of the FMLA.
4. The limitations found under Section 108 of the FMLA, pertaining to special rules concerning employees of local educational agencies, shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

ARTICLE 11 Teacher Evaluation

A. Teacher Evaluation

1. Orientation

- a. On or before October 1, each teacher who is scheduled to be evaluated in the regular cycle of evaluation shall be notified and oriented to the evaluation criteria and the form upon which the evaluation will be written. The orientation shall occur at a staff meeting, a meeting of any or all teachers to be evaluated or at an individual conference. This provision does not in any way prevent the observation and evaluation of a tenure teacher who is identified by an administrator as having sufficient deficiencies to initiate the evaluation process at any time during the school year.
- b. For tenure teachers, the time period from the first observation to the completion of the evaluation cycle shall not be greater than ninety (90) workdays during which the teacher and evaluator are in attendance, unless the teacher is given written notice to the contrary prior to the ninetieth (90th) workday.

2. Evaluation Process

- a. Prior to the initiation of the annual evaluation process, a probationary teacher shall be provided an Individualized Development Plan (IDP) that contains instructional and performance goals, plans for professional development, evaluation standards and procedures, and other matters relevant to the teacher's growth and performance. The IDP shall be mutually developed by the administration in consultation with the probationary teacher.
- b. If a tenure teacher has an identified deficiency, he/she shall be provided an IDP pursuant to 4. below. An IDP is not required for a tenure teacher unless he/she has

an identified deficiency or unless the tenure teacher has received an "unsatisfactory" performance evaluation.

- c. The final year-end performance evaluation of a probationary teacher shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the probationary teacher and the evaluator. Each classroom observation shall be at least thirty (30) minutes duration.
- d. Each written evaluation of a tenure teacher shall include at least two (2) observations of not less than thirty (30) minutes each.
- e. At the written request of either the teacher or the evaluator, a personal conference with the teacher shall be held within ten (10) workdays of an observation in the evaluation cycle, during which the teacher and evaluator both are in attendance, to discuss the observation. A written report that reflects the observation and its conclusions shall be signed by both the teacher and evaluator. The signature of the teacher only acknowledges that he/she has seen the report and received a copy of it.
- f. In the event the teacher does not agree with the observation conclusion(s), he/she may put his/her objection(s) in writing within ten (10) workdays and have the document attached to the specific observation report that is in dispute. Said objection(s) shall be signed by the teacher.
- g. At least one (1) day prior to the first observation, the building administrator(s) shall inform the tenured teacher who is not on an individualized development plan (IDP) of the time and date of said observation.
- h. All monitoring or observation of the work performance of a teacher shall be conducted openly and/or with full knowledge of the teacher.
- i. No observations shall occur within the first five (5) days of student instruction or on the day before or after Winter or Spring recess.

3. Final Evaluation

- a. The final evaluation shall be discussed with the teacher at a personal conference that shall be held no later than twenty (20) workdays, during which the teacher and evaluator are both in attendance, following the final classroom observation which is to be used in the final evaluation.
- b. The final evaluation shall indicate that the performance of the teacher is "Satisfactory," "Needs Improvement" or "Unsatisfactory" and shall be based upon the observations made for the purposes of evaluation. Any supporting documentation shall be included in the final evaluation.
- c. Upon completion of the conference to discuss the final evaluation, both parties shall sign the final evaluation. The signature of the teacher only acknowledges that the teacher has read and received the final evaluation.
- d. If the teacher feels his/her final evaluation was incomplete or unjust, he/she may put/his her objections in writing within ten (10) workdays and have them attached to the written evaluation that is in dispute which is to be placed in his/her personnel file. Said objection(s) shall be signed by the teacher.
- e. For a tenure teacher not on an IDP, the final evaluation conference for the year shall occur not later than ten (10) workdays prior to the end of the school year.

- f. For a probationary teacher, the final evaluation conference for the year shall be held no later than sixty (60) days prior to the conclusion of the school year (June 30) or prior to the anniversary date of the teacher if he/she is not considered a school year employee.
 - g. A tenure teacher shall be evaluated in writing at least once every three (3) years.
 - h. A probationary teacher shall be evaluated each year of his/her probationary period.
4. Tenure Teacher With A Noted Deficiency
- a. When a written evaluation identifies the performance of a tenure teacher to be unsatisfactory, or in the event that a teacher has an identified performance deficiency, he/she shall be provided an IDP.
 - b. The IDP shall be developed by the appropriate administrator in consultation with the individual teacher. It shall restate the area(s) of unsatisfactory performance, provide suggestions for improvement, and be for one (1) semester at a time but not for more than three (3) consecutive semesters.
 - c. While the IDP is in effect, the following shall apply to the tenure teacher:
 - 1) At least two (2) classroom observations shall be conducted for each evaluation.
 - 2) A post observation conference may include more than one (1) observation and shall be held as soon after the first observation as possible but not later than ten (10) workdays during which the teacher and evaluator are in attendance.
 - 3) A summary of observations and/or post observation conferences will be written and given to the teacher. If the teacher disagrees with the written summary, a rebuttal may be written. Such rebuttal shall be submitted within ten (10) workdays of the teacher's receipt of the summary. The rebuttal shall be signed, and it will be attached to the written summary.
 - 4) Outside evaluator(s) may be appointed by the administration. The teacher may request an outside evaluator for his/her use. Outside evaluation reports shall be on school forms and shared with both parties within ten (10) workdays.
 - 5) Before the conclusion of each semester, a written evaluation shall be completed. If satisfactory improvement has been made, the teacher shall be removed from the IDP and his/her evaluation shall be concluded for the year. If satisfactory improvement has not been made:
 - a) The IDP shall be extended to the next semester, or
 - b) The IDP shall be revised and extended to the next semester, or
 - c) A recommendation for termination shall be made.

B. Professional Growth Plan Evaluation Process

To use the Professional Growth Plan the following conditions shall apply:

1. Prior to commencing the evaluation cycle on or before October 1 of the school year in which the teacher is being evaluated, a tenure teacher and the administrator may

mutually agree to use the Professional Growth Plan for evaluation. Written consent of both the tenure teacher and the administrator is required to use the Professional Growth Plan.

2. If an administrator observes a deficiency in the performance of a teacher who is using the Professional Growth Plan, the administrator may, upon giving notice to the teacher, terminate the Professional Growth Plan and proceed with the teacher evaluation process as prescribed in A. above.
3. No teacher on an Improvement/Individualized Development Plan shall be permitted to use the Professional Growth Plan.
4. The administrator and the teacher shall cooperatively monitor and evaluate the teacher's progress using the Professional Growth Plan.
5. A., 1b, 3b and 4 above shall not apply to tenure teachers on the Professional Growth Plan. However, the written final evaluation shall be discussed with the teacher at a personal conference within ten (10) workdays following the completion of the Professional Growth Plan.
6. To comply with the Michigan Teachers' Tenure Act, the agreed upon Professional Growth Plan shall make provision for a minimum of two (2) classroom observations by the evaluating administrator that shall be incorporated in a written performance evaluation of the tenure teacher completed by the administrator.

ARTICLE 12 Professional Growth

- A. Upon obtaining permission from the principal, each teacher may attend one (1) educational conference per year or visit some other school at the expense of the Board when it is shown that said conference will be beneficial to the fulfillment of his/her educational responsibilities.
- B. Teachers may be required to participate in in-service training programs during the school day when initiated by the administration and paid for by the Board.
- C. A teacher mentor shall be assigned to every probationary teacher where required by Sec 1526 of the Revised School Code, or its successor, upon entrance of the teacher into the system. If selected from the bargaining unit, the teacher mentor, insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. Duty as a teacher mentor shall be voluntary. It shall be the duty of the teacher mentor to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system.

ARTICLE 13 Seniority

- A. Seniority shall be determined by the length of service within the bargaining unit and shall be computed from the first day of work beginning with the individual's most recent employment in the school district.
 1. An individual's right to seniority in the District shall be lost as a result of:
 - a. resignation

- b. retirement
 - c. discharge for cause
2. Seniority shall accumulate in full year increments and in one-half ($\frac{1}{2}$) year increments.
 3. Layoff and/or Board approved leaves of absence will not result in a loss of seniority. However, seniority will not accumulate while an individual is laid off or on a Board approved unpaid leave of absence.
 4. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.
- B. On or before November 1, the Board shall prepare a seniority list. This list will provide the name, date of initial workday, length of continuous service in the District, certification, and dates of any unpaid leaves of absence for each bargaining unit member. Four (4) copies of this list will be submitted to the Association President.
1. Any errors in the list must be indicated in writing to the Superintendent within thirty (30) days of presentation to the Association President. If no errors are presented, the list shall be deemed to be accurate.
 2. Any ties in seniority shall be broken by a drawing of lots. All affected individuals are to be notified of the time, date and place of the drawing. An administrator and a representative of the Association shall be present.
 - a. The determination of an individual's placement on the seniority list by the lottery system is final and is not a grievable item under the terms and conditions of this Agreement.
 - b. The Association agrees to hold the Board harmless from any and all liability, which may arise as a result of changing the definition of seniority in the District and/or the institution of a lottery system to establish an individual teacher's placement on the seniority list.

ARTICLE 14
Reduction of Personnel

- A. In order to promote an orderly reduction in personnel when the educational program and curriculum are curtailed, the following procedure will be used:
1. Probationary teachers will be laid off first where any teacher who has acquired tenure and whose position has been curtailed is certified and highly qualified under the No Child Left Behind Act to perform the services of the probationary teacher.
 2. It is understood that special permits (as defined in Part 4 of the Department of Education's Teacher Certification Code) or temporary approvals may not be acquired for teachers to teach outside their certification or endorsements.
 3. In the event the Board determines it necessary to reduce the educational program and curriculum, it may become necessary to lay off tenure teachers. Teaching positions that remain after any such reductions in program and/or curriculum will be offered to teachers who are certified and highly qualified under the No Child Left Behind Act for the positions and who possess the greatest seniority.

- B. It is expressly understood that the Association shall have the right to review the layoff list prior to the notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within seventy-two (72) hours after the termination of the meeting requesting review of the list.
- C. Teachers who are laid off during the contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed for at least one (1) semester of the school year; otherwise such teachers shall remain on the same salary step upon their return from layoff status.
- D. It is expressly understood that the length and continuation of a teacher's employment and the compensation paid thereof is subject to layoff or necessary reduction in personnel. During such layoff or necessary reduction in personnel, all compensation and other benefits shall cease.
- E. Teachers shall be recalled in reverse order of layoff, provided that they are certified and qualified for the vacant position to which they are being recalled. There shall be no obligation to post a vacancy under Article 7 of this Agreement if that vacancy can be filled through recall of a laid off teacher. The Board shall give written notice of recall by sending certified letters to said teachers at their last known addresses. The Board shall give to the Association President, a copy of each recall letter sent to teachers on layoff. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher.
- F. Upon receipt of notification of recall to employment, the teacher shall respond in writing to the Superintendent within fourteen (14) calendar days of his/her acceptance or rejection of employment. Failure of the teacher to respond within fourteen (14) calendar days of receipt of the letter shall constitute abandonment of his/her recall rights.
- G. The Board's obligation to recall a tenure teacher laid off under the provision of this Agreement terminates three (3) years from the effective date of layoff. The Board's obligation to recall a probationary teacher laid off under the provision of this Agreement terminates one (1) year from the effective date of layoff.

ARTICLE 15
Professional Compensation

- A. The salary benefits for teachers covered by this Agreement are set forth in Appendix A that is attached to and incorporated in this Agreement.
- B.
 - 1. Teachers employed by the District may be granted up to full credit for previous school teaching experience. Upon request, the Association President shall be notified of the amount of experience granted to a new teacher.
 - 2. A new teacher who begins work on or before the end of the first semester shall advance one (1) step on the salary schedule at the beginning of the next school year.
 - 3. A new teacher who begins work after the end of the first semester shall not advance a step on the salary schedule at the beginning of the next school year. Advancement shall occur in the subsequent year(s), however.
 - 4. A teacher who is employed for a reduced schedule shall be paid the pro-rata amount of the specific salary schedule step for the year and shall advance one (1) step the next school year.

C. Pay choice:

Teachers shall be paid every other Friday. Each teacher shall have a choice of receiving his/her contract amount over nine and a half (9 1/2) months or twelve (12) months. The first pay for the 2011-2012 school year will be September 9, 2011.

All teachers will use Direct Deposit beginning with the September 9, 2011 payroll.

D. If approved, a teacher's use of his/her own vehicle, for school business, shall be reimbursed at the IRS rate that is in effect on the date the mileage is incurred. Requests for reimbursement must be submitted at least quarterly on the following dates: September 20, December 20, March 20, and June 20. Teachers will be given a minimum of 15 minutes to travel from one building to another.

E. 1. Eligibility for longevity pay increases are dependent upon years of service to Central Montcalm Schools and additional semester hours earned. SB-CEU's may be substituted for semester hours. Three SB-CEU's will be considered equivalent to one semester hour.

2. It is expressly understood that teachers will have the responsibility for presenting written evidence of the appropriate number of semester hours needed to qualify for this benefit to the Board Office. Written evidence must be turned in no later than the end of the first teacher day of a school year. Salary schedule adjustments for longevity will be made only at the beginning of the semester following the employee's satisfaction of the requirements. If the employee qualifies to be placed on a longevity step at the start of the second semester, he/she shall receive the appropriate pro-rata amount of the step. Written evidence for second semester must be turned in no later than the end of the teacher workday concluding the first semester.

F. 1. You are eligible for the first longevity step in your 15th consecutive year of teaching. To be placed at Step 15, an employee must have been employed by the District for at least fourteen (14) years prior to their placement on longevity and have earned five (5) semester hours within the preceding five (5) years (their 10th-14th years of teaching).

2. You are eligible for the second longevity step in your 20th consecutive year of teaching. To be placed at Step 20, an employee must have been employed by the District for at least nineteen (19) years prior to their placement on step 20, placed at Step 15 for not less than one (1) full school year and have earned five (5) semester hours within the preceding five (5) years (their 15th-19th years of teaching) and subsequent to the five (5) semester hours needed to qualify for Step 15.

3. You are eligible for the third longevity step in your 25th consecutive year of teaching. To be placed at Step 25, an employee must have been employed by the District for at least twenty-four (24) years prior to their placement on step 25, placed at Step 20 for not less than one (1) full school year and have earned five (5) semester hours within the preceding five (5) years (their 20th-24th years of teaching) and subsequent to the five (5) semester hours needed to qualify for Step 20.

4. You are eligible for the fourth longevity step in your 30th consecutive year of teaching. To be placed at Step 30, an employee must have been employed by the District for at least twenty-nine (29) years prior to their placement on step 30, placed at Step 25 for not less than one (1) full school year and have earned five (5) semester hours within the

preceding five (5) years (their 25th-29th years of teaching) and subsequent to the five (5) semester hours needed to qualify for Step 25.

5. The preceding five (5) years are the preceding five (5) years from the first day of the semester for which the teacher is eligible for salary schedule adjustments. Example

2007-2008	Year 10- takes 2 credit class
2008-2009	Year 11
2009-2010	Year 12
2010-2011	Year 13- takes 3 credit class
2011-2012	Year 14
2012-2013	Year 15- paperwork turned in, placed on longevity step 15

- G. For purposes of degree equivalency (BA+45 and MA+45) placement on the salary schedule the following shall apply:

1. A BA degree plus forty-five (45) semester hours taken after the receipt of the BA degree and receipt of the teaching certificate shall qualify an individual for placement on the MA salary schedule.
2. An MA degree plus forty-five (45) semester hours taken after the receipt of the MA degree and receipt of the teaching certificate shall qualify an individual for placement on the EDS salary schedule.
3. A teacher will receive credit toward a BA+45 or MA+45 for any course taken from a college or university accredited by the National Council for Accreditation of Teacher Education (NCATE) or any other Michigan university providing teacher education programs. SB-CEU's may be substituted for semester hours. Three SB-CEU's will be considered equivalent to one semester hour. Courses taken from any other educational institution must have prior administrative approval in order to apply toward a teacher's equivalency status placement on the salary schedule.
4. In order to qualify for degree equivalency status, a teacher will have the responsibility for presenting written evidence of the following to the Superintendent or his/her designee. Written evidence must be turned in no later than the end of the first teacher day of a school year, and must include:
 - a. An up-to-date list that indicates the course work completed by the teacher, and
 - b. Official copies of all transcripts relating to such course work.

- H. In the event that a transcript is not available by the first staff work day, the teacher is required to have proof from the instructor that course work has been completed. It must be turned in to the Board Office by the deadline. On receipt of the official transcript, the teacher will receive their pay step, retroactive to the semester where all requirements are met.

- ~~H.~~ 1. A teacher who qualifies for retirement and retires under the Michigan Public School Employees Retirement System (MPSERS) or Social Security and who has taught for the Central Montcalm School System for at least twenty (20) years shall, upon retirement, be paid for each accumulated sick leave day from zero (0) to one hundred forty-five (145) days of accumulation according to the rate applicable to the amount of accumulated sick leave days as follows:

- a. If number of days accumulated is less than ninety (90), forty dollars (\$40) per day will be paid for all days accumulated.
 - b. If number of days accumulated is from ninety (90) to less than one hundred ten (110), forty-five dollars (\$45) per day will be paid for all days accumulated.
 - c. If number of days accumulated is from one hundred ten (110) to one hundred forty-five (145), fifty dollars (\$50) per day will be paid for all days accumulated.
2. Except for disability retirements and retirements pursuant to a reduction in personnel, eligibility for payment of the above benefit is contingent upon receipt of the teacher's written resignation prior to April 1, for retirement effective at the conclusion of the school year and prior to September 1, for retirement effective at the conclusion of the first semester of the school year.
- I. A teacher receiving either twenty (20) semester hours beyond a Bachelor's degree; a Master's degree; fifteen (15) semester hours beyond a Master's degree; an Educational Specialist's degree; or who qualifies for degree equivalency status as defined in G. above, after signing a contract and before the first teacher day of a school year, will be placed on the appropriate salary schedule. Salary schedule adjustments will be made only at the beginning of the year.
 - J. In order to qualify for placement on the BA+20, the BA+45, the MA+15, or the MA+45 salary lanes, the semester hours must have been earned after the degree and after the teaching certificate was awarded.
 - K. In the event that a staff member is requested to and agrees to teach, other than as a substitute teacher, during his/her scheduled preparation period, said teacher will be paid on a pro-rata per diem basis for the normal salary.
 - L. In the event a staff member is requested to and agrees to teach in an extended day beyond his/her normal teaching assignment, said teacher will be paid on a pro-rata per diem basis for the normal salary.
 - M. Equivalent term hours may be substituted for semester hours for any of the above requirements.

Article 16

Fringe Benefits

- A. In order to become entitled to receive any insurance benefits, an employee must meet the following criteria:
 - 1. A properly completed written application form must be submitted to the Board Office for each type of insurance available.
 - 2. Acceptance of the employee's written application by the insurance carrier(s).
 - 3. The employee must be able to perform any "at work requirements" specified by the insurance carrier(s).
- B. A teacher who fulfills his/her teacher contract is entitled to twelve (12) months of coverage commencing September 1 and ending August 31. Insurance premiums shall be paid for thirty (30) calendar days for a teacher who terminates employment, is laid off, or who goes on an

unpaid leave of absence. Said thirty (30) day period shall begin on the first day of the month following the effective date of termination, layoff or unpaid leave (except leaves covered under FMLA).

1. For the 2011-2012 school year, the Board shall pay 100% of the monthly insurance premiums for MESSA Plan A coverage.
2. Beginning July 1, 2011, and each year after, the board will provide a \$30,000 pool to be used to reimburse Teachers for prescription costs beyond the co-pay. Teachers must submit receipts in writing to the Board Office to receive the reimbursement.
3. Each teacher may select either MESSA PAK Plan A or Plan B, except where the teacher and his/her spouse are both employees of the District, in which case one (1) spouse must select MESSA PAK Plan B.
4. For the 2012-2013 school year, step advances are guaranteed. The contract will be reopened to bargain salary and insurance only.
5. For the 2013-2014 school year, the contract will be reopened to bargain salary and insurance only.

C. MESSA PAK Plans

1. Plan A

Health Insurance	Choices II with the \$200/\$400 deductible, \$20 office visit and the Saver RX prescription plan
LTD	Plan 1 66 2/3% of salary with \$5,000 monthly maximum, with 90 calendar days modified fill wait period and Social Security Freeze, Alcoholism/drug addiction–2 year coverage and Mental/nervous–2 year coverage
Delta Dental Plan	80/80/80/80; \$1,200 annual benefit maximum for Class I, II and III; \$1,800 lifetime benefit maximum for Class IV
Negotiated Life Vision	\$30,000 with AD&D VSP-2
2. Plan B

Cash Option	2011-2012 \$100 cash option in lieu of health benefits 2012-2013 \$150 cash option in lieu of health benefits 2013-1014 \$200 cash option in lieu of health benefits
LTD	Plan 1 66 2/3% of salary with \$5,000 monthly maximum, with 90 calendar days modified fill wait period and Social Security Freeze, Alcoholism/drug addiction–2 year coverage and Mental/nervous–2 year coverage
Delta Dental Plan	80/80/80/80; \$1,200 annual benefit maximum for Class I, II and III; \$1,800 lifetime benefit maximum for Class IV
Negotiated Life Vision	\$30,000 with AD&D VSP-2

- D. The Board shall provide a cash option in lieu of premium payments for Plan A for those individuals who, in writing, waive coverage under Plan A and elect Plan B in connection with their election of benefits under the Employer's Section 125 Plan. The cash amount shall be::

2011-2012	\$100 per month
2012-2013	\$150 per month
2013-2014	\$200 per month

- E. The Board shall adopt and administer a cafeteria plan document pursuant to Section 125 of the Internal Revenue Code. All expenses relating to the administration of the Section 125 Plan shall be paid by the Board.
- F. The amount of the cash option payment received under Plan B may be applied by the teacher to a Tax-Deferred Annuity. To elect a Tax-Deferred Annuity for this cash option payment or by using a portion of the teacher's regular salary, the teacher shall enter into a separate salary reduction agreement.
- G. A teacher for whom the Board makes monthly term life insurance premium payments will have a thirty-one (31) day conversion right upon termination of employment. Any teacher electing his/her right of conversion in order to keep his/her life insurance in force must contact the insurance carrier within thirty-one (31) days of his/her last day of employment in order to effectuate this change.
- H. The Board agrees to pay prorated insurance premiums for each part-time teacher who meets all qualifications and requirements for the insurance provider(s) and/or underwriter(s) on the following basis:

<u>Part-time status</u>	<u>Premium received</u>
0.1	10%
0.2	20%
0.3	30%
0.4	40%
0.5	50%
0.6	60%
0.7	70%
0.8	80%
0.9	90%

The balance of premium required to maintain coverage for a part-time teacher will be payroll deducted from the wages of that person.

- I. The Board will pay the enrollment fee for a teacher who volunteers to attend a program designed to aid in discontinuing his/her use of tobacco products. This program shall be mutually agreeable to both the Board and the Association. Further, the Association agrees that the Board may enact a policy prohibiting the use of tobacco products by all school employees in District buildings, on District grounds, and/or in District vehicles.
- J. It is the understanding of both parties that the Board will declare itself policyholder of the negotiated MESSA insurance coverage and MESSA will then change the PAR agreement to accord policyholder status to the District. The parties further agree that policyholder status will not impair or change the benefit level of carrier negotiated in the collective bargaining agreement or the current claims processing established by MESSA

ARTICLE 17
Teacher Rights and Protections

- A. The Board shall give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom and the teachers shall uphold and enforce policies of the District.
- B. Any case of assault or assault and battery upon a teacher while in the performance of duties assigned by the District shall be promptly reported to the Board or its designated representative. The Board will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Providing that the teacher is not at fault, any required absence from teaching responsibilities in connection with the processing of the incident by law enforcement and judicial authorities, and at the request of those authorities, shall be without loss of salary or fringe benefits.
- C. When it is determined by the Board that disciplinary action taken by the teacher toward a student is consistent with policies established by the Board and if such action results in a complaint or suit against the teacher, the Board will assist the teacher in securing defense counsel and /or indemnity coverage through available insurance policies in force in the school system. The Board will maintain errors and omission insurance with policy limits not less than those in effect on July 1, 1998.
- D. The Board will reimburse teachers for any loss, damage or destruction of personal property brought to school to be used as instructional materials, if the principal is notified in advance that such property is being so used and authorizes its use. The Board shall not be responsible for the loss of such items due to normal wear and tear, due to teacher negligence, or for loss or damage of under five dollars (\$5.00) or over three hundred dollars (\$300.00).
- E. Complaints made by a parent, student or other person about the conduct or performance of a teacher that may form the basis for discipline or adverse evaluation or be documented in the teacher's personnel file shall be called to the teacher's attention prior to administering any disciplinary measure or adverse evaluation based thereon or the documentation of the complaint in the teacher's personnel file.
- F. A teacher shall be expected to exercise reasonable care with respect to the safety of students and use of District property. A teacher shall not be held responsible by the Board for damage to District property except in the case of negligence, neglect of duty or deliberate acts.
- G. Each teacher shall have the right upon request to review the contents of his/her own personnel file. At the teacher's request, a representative of the Association or the Board may accompany the teacher in such a review. Letters of Evaluation and/or Credential Evaluations made by people from outside the District shall remain confidential.
- H. 1. A teacher shall at all times be entitled to have present a representative of the Association when he/she is presented with a written reprimand, warned or otherwise disciplined. When a request for representation is made, no action shall be taken with respect to the teacher until a representative of the Association is present.
2. The following steps shall be followed when a written reprimand is given:
- a. The teacher to be reprimanded shall be given reasonable advance notice either in writing or verbally.
 - b. A conference shall be held to define the infraction. Before further discussion occurs, the teacher may request that an Association Representative be present. If further representation is not requested, the reprimand may be issued. If further

representation is requested, a second conference shall be held not more than two (2) days following the first conference. At the second conference, the reprimand may be issued.

- I.
 1. No tenure teacher shall be discharged or disciplined without just cause.
 2. Discipline of a tenure teacher may be grieved under the grievance procedure of this Agreement, unless the disciplinary measure constitutes a demotion for appeal within the jurisdiction of the Michigan Teacher Tenure Act, MCL 38.71 et seq.
 3. Any discharge or demotion of a tenure teacher shall be governed exclusively by applicable provisions and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., and such matters shall not be subject to the grievance procedure in this Agreement.
- J. The private and personal life of any teacher is not within the concern or attention of the Board, as long as it is consistent with the high standards of the teaching profession and does not adversely affect the teacher's employment relationship with the District. Without limitation of the above standards, if a teacher's off-duty conduct results in a criminal conviction, guilty plea or plea of nolo contendere, the Board reserves the right to take disciplinary action, up to and including dismissal of the teacher, whether or not proceedings have also been instituted for suspension or revocation of the teacher's certificate.
- K. The Board shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association, or his/her institution of any grievance, complaint, or proceeding.
- L. The Board will pay to a teacher who is absent due to an injury covered under Worker's Compensation Insurance and who has no sick leave available for use from his/her personal accumulation or the Association sick leave common bank, the difference between his/her contractual salary and disability payments made under Worker's Compensation during the period of his/her absence after exhaustion of available sick leave benefits not to exceed one (1) year from the date of disability and receipt of disability benefits.

ARTICLE 18 Grievance Procedure

- A. A grievance shall be defined as a claim by a teacher, group of teachers or the Association alleging a violation, misinterpretation or misapplication of the expressed written terms and conditions of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 1. The termination of services of or non-renewal of any probationary teacher;
 2. The termination of services or non-renewal of any teacher to a position on the extracurricular schedule;
 3. Any matters within the jurisdiction of the Michigan Teacher Tenure Act, MCL 38.71 et seq.;

4. Any claim of a violation of law; or
 5. The content of an evaluation or an individualized development plan.
- C. The Association shall designate one (1) representative per building to handle grievances in that building when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Informal Level One and Formal Level One as described and the Superintendent or his/her designated representative to act at Formal Level Two as described.
- D. The Association shall annually notify the Board of the name of the grievance committee chairperson.
- E. The term "days" as used herein shall mean days when school is in session except during the summer recess during which time it shall mean weekdays excluding holidays.
- F. A written grievance shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this Agreement alleged to have been violated;
 5. It shall contain the date of the alleged violation; and
 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- G. 1. Informal Level One - A teacher, group of teachers or the Association alleging that there is a grievance, as defined in A. above, shall, within ten (10) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the grievance shall be reduced to writing and shall, within seven (7) days of said discussion, be transmitted to Formal Level One.

2. Formal Level One - A copy of the written grievance shall be submitted to the principal. The principal shall, within five (5) days of the receipt of the grievance, render a written decision and transmit a copy to the grievant and the grievance committee chairperson. If no decision is rendered within five (5) days of the submission, or the decision is unsatisfactory to the grievant, the grievant shall within five (5) days appeal same by filing such written grievance with the Superintendent or his/her designee.

A written grievance may be filed at Formal Level Two if it could affect personnel in more than one (1) school building thus omitting Informal Level One and Formal Level One, provided that it is filed at Formal Level Two within ten (10) days of its alleged occurrence.

3. Formal Level Two - A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Formal Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt

of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or a designated Association Representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing. A copy of the written decision shall be transmitted to the grievant and the grievance committee chairperson. A copy of the decision shall be placed in a permanent file in the Superintendent's office. If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant and/or the Association, the Association shall within five (5) days appeal same to the Board by filing such written grievance, along with the decision of the Superintendent, with the Superintendent or his/her designee.

4. Formal Level Three - Upon proper application as specified in Formal Level Two, the Board shall within fifteen (15) days allow the teacher and/or his/her Association Representative an opportunity to be heard at a meeting scheduled to hear the grievance. Within fifteen (15) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than fifteen (15) days after the initial hearing. The Board may, at its discretion, designate three (3) of its members to fulfill its obligation at Formal Level Three. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, and copies shall be forwarded to the grievant and the grievance committee chairperson.
5. Formal Level Four - Individual teachers shall not have the right to process a grievance at Formal Level Four.
 - a. If the Association is not satisfied with the disposition of the grievance at Formal Level Three, it may refer the matter for arbitration by filing a Demand for Arbitration with the American Arbitration Association within ten (10) days after the decision of the Board is rendered. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
 - b. Neither party may raise a new defense or ground at Formal Level Four not previously raised or disclosed at other levels.
 - c. The decision of the arbitrator shall be final and binding upon employees, the Board and the Association, subject to the right of the Board or the Association to judicial review of any lawful decision of the arbitrator.
 - d. Powers of the arbitrator are subject to the following limitations:
 - 1) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement.
 - 2) He/she shall have no power to change any practice, policy or rule of the Board or substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - 3) He/she shall have no power to decide any question, which, under this Agreement, is within the responsibility of the management to decide.
 - 4) He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
 - 5) He/she shall not hear more than one (1) grievance at the same time except upon expressed written mutual consent.

- 6) He/she shall have no power to order monetary awards or remedies where no wage loss has been caused by the action that is the basis of the grievance.
- e. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
- H. The fees and expenses of the arbitrator shall be paid by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- I. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified or leave the employ of the Board all further proceedings on a previously instituted grievance shall be barred except a claim involving a remedy directly benefiting the grievant regardless of his/her employment.
- J. The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.
- K. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating Association Representative is to be at his/her assigned teaching station except as authorized by the Superintendent or his/her designee.
- L. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- M. Upon the expiration of this Agreement, any claim or grievance arising prior to the expiration of this Agreement may be processed through the grievance procedure until resolution.

ARTICLE 19 No Strike or Interruption of Education

It is specifically understood that during the period of this Agreement the Association and its members will not engage in or encourage any strike or picketing or any other action which in any way interferes with or adversely affects the normal educational activities of the District or its students or its employees. It is further agreed that in the event of any violation of this Article, the Association, for itself and on behalf of its members, consents to the entry of a court decree enjoining the continuation of any violation hereof.

Article 20

- A. Each collective bargaining agreement entered into between a public employer and public employees under Public Act 0009 of 2011 after the effective date of the amendatory act that added Section 15(7) to the Public Employment Relations Act, shall include a provision that allows an emergency manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify or terminate the collective bargaining agreement as provide in the Local Government and School District Fiscal Accountability Act. Provisions required by the subsection are prohibited subjects of bargaining under this act. It is also understood that if Public Act 0009 of 2011 is modified or repealed such that this provision is no longer required by statute or is found unconstitutional or otherwise unenforceable, this section of the contract is null and void.

Article 21

Duration of Agreement

In WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives this 23rd day of June, 2011.

CENTRAL MONTCALM PUBLIC SCHOOL DISTRICT

By:  Date: 6-24-11

By:  Date: 6-24-11


By:  Date: 6-24-11

By:  Date: 6-24-2011

Central Montcalm Education Association:

By:  Date: 6-24-11

By:  Date: 6-24-11

By:  Date: 6-24-11

By: _____ Date: _____

Appendix B
Extracurricular Compensation

A. All non-classroom teaching assignments under this section shall be made by the school administration subject to approval by the Board. The positions will be assigned by supplementary contract without tenure. The extracurricular compensation will be the stated percent of the BA salary lane on the basis of the number of years of experience in the extracurricular activity, not on classroom teaching, except extracurricular experience in activities within the categories of athletic coaching, academic coaching and class advisors will count toward accumulated experience for salary purposes for assignments within the same category. Not all positions listed below will necessarily be filled by the Board.

- 1. Dramatics
 - High School Play Director 6%
 - Middle School Play Director 4%
 - Assistant Director 2%

within the same category. Not all positions listed below will necessarily be filled by the Board.

1. Dramatics	
High School Play Director	6%
Middle School Play Director	4%
Assistant Director	2%
Musical	
Stage Director	6%
Music Director	4%
Assistant Director	2%
2. Cheerleading	
Varsity—Fall	6%
Varsity—Winter	8%
Junior Varsity—Fall	3%
Junior Varsity—Winter	5%
Freshman	4%
Middle School 7 & 8 (per squad)	3%
3. Football	
Varsity Head	11%
Varsity Assistant	6%
Junior Varsity Assistant	5%
Junior Varsity Assistant	5%
Freshman Assistant	5%
Freshman Assistant	5%
4. Basketball	
Varsity	11%
Junior Varsity	6%
Assistant	5%
Freshman	5%
8th Grade	4%
7th Grade	4%
5. Baseball/Softball	
Varsity	9%
Junior Varsity	5%
Freshman	4%
Assistant	4%
6. Golf	
Varsity	7%
Junior Varsity	3%

7. Wrestling	
Varsity	11%
Junior Varsity	6%
7th and 8th Grade (one team)	4%
8. Cross Country	
Varsity (one team for both boys & girls)	9%
8th Grade (one team for both boys & girls)	4%
7th Grade (one team for both boys & girls)	4%
9. Track	
Varsity	9%
Assistant	5%
8th Grade (one team for both boys & girls)	4%
7th Grade (one team for both boys & girls)	4%
10. Volleyball	
Varsity	11%
Junior Varsity	6%
Freshman	5%
Assistant	4%
8th Grade	4%
7th Grade	4%
11. Band	
High School Band	3%
High School Jazz Band	2%
Middle School Symphonic Band	1%
Middle School Jazz Band	1%
Middle School Concert Band	1%
12. Yearbook	3%
13. Varsity Singers	3%
14. District School Improvement Team Building Representative	1%
15. Student Council Advisor	
High School Advisor	2%
Middle School Advisor	1%
16. Class Advisor	
Senior Class Advisor	2%
Junior Class Advisor	2%

Sophomore Advisor	1%
Freshman Advisor	1%
17. Future Farmers of America Advisor	2%
18. Future Homemakers of America Advisor	2%
19. Academic Coach	2%
20. Sixth grade camp [if two (2) overnights]	1%
21. CMSAD Advisor	1%
22. National Honor Society Advisor	1%
23. Flag Corps Advisor	1%
24. Building Level Accreditation Chairperson	4%
25. Technology Integration & Support Specialist Building Level	2%
26. Activities Coordinator	
High School	12%
Middle School	5%

- a. Experience as a secondary athletic coach shall count toward accumulated experience for salary purposes for Activities Coordinators.
- b. If, in the future, the Board determines that the responsibilities of the Activities Coordinator should be reassigned to a school administrator, the Activities Coordinator position may be removed from Appendix B.

B. After the 11th year (Step 11) a coach, in categories 2-10, would accrue salary based on the following schedule:

Years 12-15 (consecutive assignment) – 1% of BA base step added to the Schedule B contract.

Years 16-20 (consecutive assignment) – 2% of BA base step added to the Schedule B contract.

Years 21+ (consecutive assignment) – 3% of BA base step added to the Schedule B contract.

A coach will be credited with 1 year of service regardless of the number of contracted sports coached in said year. Longevity will apply to middle school athletic coaches as well as high school athletic coaches.

These changes to Appendix B are to be made for contracted coaches at CMPS, coaching in positions 2 thru 10 on the above appendix.

C. Time involved and compensation for work performed beyond the school year will be determined by mutual consent of the party or parties involved and the Board.

D. Miscellaneous:

1. If employed to work at athletic events with admissions fees, excluding team and State sponsored tournaments (coaches hired for the sport are excluded):

For one event	\$10.00
For two events on the same date	\$18.00
For three events on the same date	\$25.00

2. Riding a bus to extracurricular activities outside the normal school day, including supervision at the activity: \$10.88

3. Supervision of a class:

60 minutes	\$18.00
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D. Compensation payments will be made upon request except one-third (1/3) of the compensation will be deferred until all responsibilities are completed and the supervisor approves final payment. A request for a compensation payment must be made by submitting the Extra Duty Pay Request form to the Athletic Director or principal for approval. The request will be processed for payment in the next payroll period following approval by the Athletic Director or principal.

**Appendix A
2011-2012**

Base = \$34,029

Step	BA	BA+20	BA+45/MA	MA+15	MA+45/EDS
1	1 \$34,029	1.05 \$35,730	1.1 \$37,432	1.14 \$38,793	1.18 \$40,154
2	1.04 \$35,390	1.09 \$37,092	1.14 \$38,793	1.18 \$40,154	1.22 \$41,515
3	1.08 \$36,751	1.13 \$38,453	1.18 \$40,154	1.22 \$41,515	1.26 \$42,877
4	1.13 \$38,453	1.185 \$40,324	1.24 \$42,196	1.28 \$43,557	1.32 \$44,918
5	1.18 \$40,154	1.24 \$42,196	1.3 \$44,238	1.34 \$45,599	1.38 \$46,960
6	1.23 \$41,856	1.295 \$44,068	1.36 \$46,279	1.4 \$47,641	1.44 \$49,002
7	1.29 \$43,897	1.36 \$46,279	1.43 \$48,661	1.47 \$50,023	1.51 \$51,384
8	1.35 \$45,939	1.425 \$48,491	1.5 \$51,044	1.54 \$52,405	1.58 \$53,766
9	1.41 \$47,981	1.49 \$50,703	1.57 \$53,426	1.61 \$54,787	1.65 \$56,148
10	1.48 \$50,363	1.565 \$53,255	1.65 \$56,148	1.69 \$57,509	1.73 \$58,870
11	1.56 \$53,085	1.65 \$56,148	1.74 \$59,210	1.78 \$60,572	1.82 \$61,933

Longevity—The base for each specific salary lane is the Step 11 amount of the respective salary lane.

15	1.04 \$55,209	1.04 \$58,394	1.04 \$61,579	1.04 \$62,995	1.04 \$64,410
20	1.05 \$55,740	1.05 \$58,955	1.05 \$62,171	1.05 \$63,600	1.05 \$65,029
25	1.06 \$56,269	1.06 \$59,517	1.06 \$62,763	1.06 \$64,207	1.06 \$65,649
30	1.07 \$56,800	1.07 \$60,078	1.07 \$63,354	1.07 \$64,812	1.07 \$66,268