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6/30/2000

MASTER AGREEMENT

BETWEEN THE

CENTRAL MONTCALM  
EDUCATION ASSOCIATION

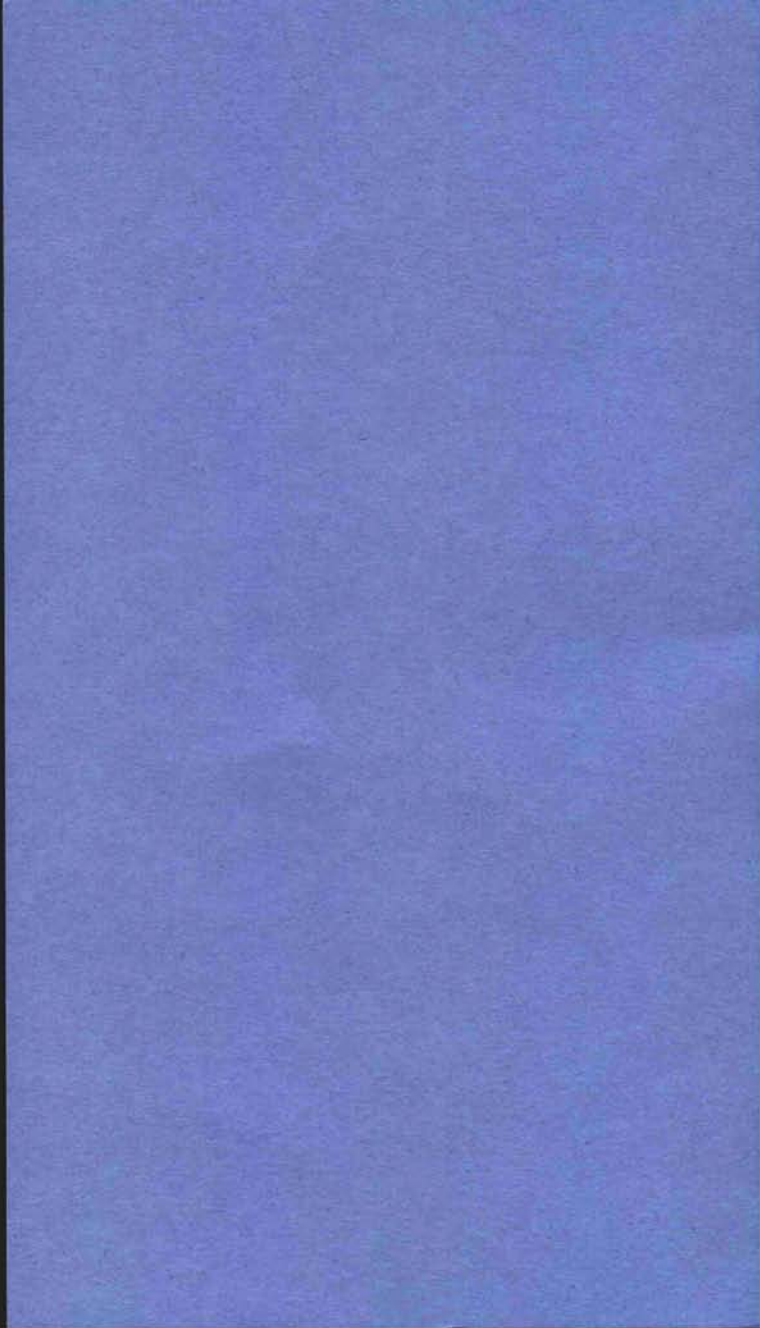
AND THE

CENTRAL MONTCALM  
BOARD OF EDUCATION

1998-2000

*Central Montcalm Public Schools*

LABOR AND EMPLOYMENT  
AN EQUAL OPPORTUNITY EMPLOYER  
RELATIONS COLLECTION  
Michigan State University



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**CENTRAL MONTCALM EDUCATION  
ASSOCIATION AGREEMENT**

This Agreement entered into this 14th day of September, 1998 by the Central Montcalm Public School District of Stanton and Sheridan, Michigan, hereinafter called the "Board", and the Central Montcalm Education Association, hereinafter called the "Association".

**WITNESSETH**

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Central Montcalm Public School is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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 hours, wages, 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 I  
Recognition**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in the 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, teacher aides, 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. The Association will be notified should the Board create other supervisory or executive positions. Should the Association be of the opinion that they are not Supervisory and/or Executive, the Association may then request the assistance of the Michigan Employee Relations Commission whose decision shall be binding to both parties.

- B. The term "Teacher" when used in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit as defined in Article I, paragraph A.
- C. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.
- D. Bargaining unit members not subject to the provisions of the Michigan Tenure Act serve a probationary period of the same length as newly certified teachers under the provisions of the Act.

## **ARTICLE II**

### **Teacher Rights**

- A. The Board hereby agrees that every teacher shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the PERA or other laws of Michigan or the Constitution of Michigan and the United States. 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.

- B. Regarding teachers' rights under law - nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan Revised School Code.
- C. The Association and its members shall have the right to use school building facilities at reasonable hours for meetings. Reasonable use of duplication and audio visual equipment and telephones shall be made available to the Association.
- D. The Board agrees to furnish to the Association in response to written requests, available information concerning the finances of the district.

### **ARTICLE III 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. The 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, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

3. Establish grade levels and courses of instruction, including special programs and to 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 IV**

##### **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 on a monthly basis (September through June) provided that the payroll clerk is provided with signed authorization cards requesting such deductions. In addition, the Board agrees to payroll deduction for MEA-PAC (Political Action Committee) and/or NEA-PAC voluntary employee contributions with deduction to be completed by December 31, provided that the payroll clerk is provided with signed authorization forms in compliance with applicable law. If required by law or the Secretary of State, the Association will reimburse the Board for administrative costs incurred in connection with making these deductions, unless it is determined by law or the Secretary of State that said charges shall be greater, in which case, said charges shall be as required.
- B. Additional payroll deductions - 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, currently available tax sheltered annuities, and United Way of Montcalm County.

- C. Each bargaining unit member shall, 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 determined by the Association. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.
- D. 1. Pursuant to Chicago Teachers' Union vs. Hudson, 106 S ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." 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 the Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall be availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
2. Due to certain requirements established in recent court decisions, the Association represents that the amount of 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 nonpayment 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.

- E. 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.
- F. 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 V**  
**Teaching Hours**

- A.
  - 1. Working Day. The working day shall not exceed a total of seven and one half (7 1/2) hours which 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. One day per week, the working day may be extended up to one half (1/2) hour for building meetings. These meetings shall occur before or after the school day. Building meetings shall last 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. Four (4) additional evening meetings, not to exceed a total combined time of twelve (12) hours may be required per year. In addition, up to three (3) hours of one duty day (ref. Article V Section B. 3) may be assigned for use as another evening meeting. These meetings shall not extend beyond 9:00 pm.

4. It shall be the intent and effort of the building principal when assigning duties to do so on an equitable and even basis.
5. Bargaining unit members employed less than full time shall attend staff meetings (ref. Article V A2), evening meetings (ref. Article V A3), parent-teacher conferences (ref. Article V A3), record days (ref. Appendix C), and professional growth (ref. Article XII) and school improvement activities, including those scheduled on early release days. In this paragraph, professional growth and school improvement activities shall be defined as those in which all staff members in the building are required to participate.

B. The Association and the Board agree to adhere to the following number of teaching days.

For 1998-99:

1. 181 attendance days (students and teachers)
2. 187 duty days (new teachers)
3. 186 duty days (returning teachers)

For 1999-00:

1. 182 attendance days (students and teachers)
2. 188 duty days (new teachers)
3. 187 duty days (returning teachers)

School calendars for the years 1998-99 and 1999-00 shall be set forth in Appendix C.

C. Inclement Weather Days. The parties agree to adhere to the requirements of attendance set forth in paragraph B above. Students (Pre-School-11 or Pre-School-12) shall be in attendance during any days made up under the provision of this Article. If the school is closed due to inclement weather, teachers shall not be required to report to work but all days so lost will be made up at the end of the school year at the discretion of the Board, provided that Pre-School-11 or Pre-School-12 students shall be scheduled to attend all such make up days.

The Board shall make a decision in regard to making up inclement weather days at its regularly scheduled April meeting. If an inclement weather day(s) occurs after the regular April board meeting, the Board shall make a decision, in regard to making up those inclement weather day(s) at its next scheduled meeting.

When the length of the instructional day for students on the early schedule is shortened by fifteen (15) minutes (or less) in order to provide additional time to maintain the bus schedules for the second run, teachers will work their normal contractual day.

When it becomes necessary to shorten the instructional day for students on both the early and later schedules due to inclement weather, teachers will be released from their duties immediately after the students are loaded on the buses. If all buses are not ready for loading, teachers will remain until all but two buses have been loaded.

- D. Teachers at Stanton and Sheridan Elementary Schools will not be required to supervise outside playground duty and inside recess, when scheduled.
- E. 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.
- F. 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 M.E.A. meetings. No more than two (2) of these days can be used by the same individual.
- G. At the secondary level (grades 6–12), teachers will receive a period to be used for classroom preparation purposes unless otherwise permitted by the building principal.

At the elementary level (grades Pre-School-5), 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:

1. An average of two hundred twenty-five (225) 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.
  2. The scheduling of preparation time shall be based on a five (5) day week, seven and one-half (7 1/2) hour day.
- H. Supervision of Class - When requested by a building principal, a classroom teacher who agrees to supervise another class shall be paid \$19.50 per block based on a four block schedule or \$9.75 per block based on an eight block schedule, or may accumulate one block of compensatory time. Accumulation of four (4) blocks in a four block schedule or eight (8) blocks in an eight block schedule by one teacher shall entitle that teacher to a compensatory day. It is understood that the high school is on a four (4) block schedule and the middle school is on an eight (8) block schedule (where one is used for preparation time and one is used for team planning). Elementary teachers will be paid at the rate of \$13 per period and portions of a period shall be prorated. For elementary teachers, the accumulation of sixty (60) minutes of supervision during assigned preparation time shall be one period; accumulation of six (6) such periods by one teacher shall entitle that teacher to a compensatory day. Said compensatory day(s) shall be used according to the provisions of Article IX, Paragraph A.

At the beginning of each semester, all professional staff will be given the opportunity to agree to supervise another class during his/her preparation time. If a non-classroom staff member chooses to volunteer, he/she will designate a period for such supervisory duties (this period may be changed by mutual agreement of the staff member and the principal). No staff member will be required to volunteer. The names of all volunteers will be placed on two lists, the "Volunteer List" and the "Assignment List", by the assigned hour and in alphabetical order.

When the principal or his/her representative needs to cover a class, he/she shall solicit members from the "Volunteer List" on a rotating basis. Should no one from the "Volunteer List" agree to supervise the class, then the principal or his/her representative may assign a staff member from the "Assignment List" on a rotating basis. Should no one from the "Assignment List" be available to supervise the class, then the principal or his/her representative may assign a staff member from the "Emergency Assignment List" on a rotating basis. The "Emergency Assignment List" will include all classroom staff members assigned a preparation hour and non-classroom staff members who have been assigned to the list, for a given hour, by the principal. Each building (HS, MS, Stanton Elementary and Sheridan Elementary) will maintain its own lists.

The librarians, counselors and/or speech therapists so utilized shall be paid at the designated rate or may accumulate a period of compensatory time in the same manner as described above for classroom teachers.

Any partial days and/or any full days earned during the last ten (10) days in which school is in session or any partial days and/or any full days carried into the last ten (10) days in which school is in session, shall result in the teacher being paid at the designated rate of supervision before July 1, of that year.

- I. In the event that a bargaining unit member is requested, and agrees, to teach an evening class in lieu of one period of his/her teaching assignment, then all other teaching expectations will remain the same.

#### **ARTICLE VI Teaching Conditions**

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

- |                              |      |
|------------------------------|------|
| 1. Elementary Building Ratio | 25-1 |
| 2. Secondary Building Ratio  | 27-1 |

**ARTICLE VII**  
**Vacancies, Promotions, and Transfers**

- A. Whenever a vacancy arises, the Superintendent shall notify the Association President in writing and publish notice of same in the Staff Bulletin 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 death, retirement, resignation or dismissal of a bargaining unit member.

The Association recognizes that when vacancies occur during the school year it may be difficult to fill them 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 vacancies occur during the normal summer months when school is not in session, the following procedure shall be followed:
1. Teachers with specific interests in possible vacancies will notify the Superintendent of their interest in writing during the last week of school and shall include a summer address.
  2. Should a vacancy occur, the teachers 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 teachers so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within three (3) days of receipt of notification.
- D. Any teacher transferred to an executive position prior to July 1, 1983, and who later returns to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer.

After July 1, 1983, such a transferred teacher will retain the rights accrued under this Agreement for a period of three (3) years from the date on which the Board of Education took action to transfer the teacher to an executive position.

**ARTICLE VIII**  
**Illness**

A. Sick Leave

1. Definition: Sickness, 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 thirty (130) days.
3. Part-time teachers shall be granted sick leave on a prorated basis.
4. The Board shall furnish each teacher with a written statement by October 1 of each school year setting forth the total sick days accumulated.
5. A teacher may use up to a total of seven (7) sick leave days per contractual year
  - a. 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
  - b. 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
  - c. in the case of the death of a member of the teacher's immediate family, brother-in-law or sister-in-law.

For purposes of section A.5, "immediate family" means a brother, sister, spouse, child, parent, parent-in-law, grandparent, grandchild, step-brother, step-sister, step-child, or step-parent. Exceptions to these limitations may be made by the Superintendent.

6. Sick leave will be recorded in units of one quarter hour.

- B.1. At the beginning of each school year each teacher shall contribute two (2) days of the foregoing sick leave allowance to a common bank to be administered by the Association and Superintendent. Teachers who have exhausted their accumulated sick leave and have been absent five (5) consecutive work days in addition thereto, may request withdrawals, as determined by the Association and Superintendent, from the common bank, provided that there are sufficient days available in the bank.
2. When the number of days in the common bank reaches three hundred one (301) or more, teachers shall no longer contribute two (2) days to the common bank. When the number of days in the common bank is reduced to three hundred (300) or less days, each teacher shall, at the beginning of the next contractual year, contribute two (2) days to the common bank. Part-time teachers shall contribute one (1) day.
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. Second medical opinions may be required at Board expense.
  - b. To maintain common bank coverage, a teacher must apply for LTD insurance coverage at least thirty (30) days prior to the anticipated date of qualification for this coverage.
  - c. Common bank benefits will terminate when the teacher has met the eligibility requirements for long term disability insurance coverage, as these are defined by the insurance provider.
4. By October 1, the Board shall notify the Association President of the number of accumulated days in the common bank.



**ARTICLE IX**  
**Personal/Compensatory Days or Jury Duty**

**A. Personal/Compensatory Days**

1. At the beginning of every school year, each teacher shall be credited with two (2) personal days which, if used, will be deducted from sick leave. A personal day/compensatory day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal day or compensatory day shall notify his/her principal at least three (3) days in advance, except in cases of emergency. Personal days/compensatory days shall not accumulate from year to year.
2. Compensatory time earned under Article V, Paragraph H (Teaching Hours) shall not be deducted from accumulated sick leave.
3. Upon approval of the building principal, accumulated compensatory time may be used in units of one period. The teacher requesting the use of compensatory time in units of one period must do so at least three (3) days in advance, except in cases of emergency, and must make arrangements with another teacher to provide the necessary substitute coverage for his/her classroom.
4. It shall not be permissible for a teacher to utilize personal/compensatory days during the first ten (10) days on which school is in session, the last ten (10) days on which school is in session, on days of parent-teacher conferences, professional development days, early release days, examination days, or record days. The maximum 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 5
  - b. Sheridan Elementary 2
  - c. Stanton Elementary 3

Exceptions to these limitations may be made by the Superintendent.

- B. Any full time teacher called for jury duty during school hours will receive the difference between his/her normal daily rate of pay and his/her jury duty pay for the length of time he/she is required to be on jury duty. The voucher must be presented to the Superintendent or payroll clerk.

**ARTICLE X**  
**Leave of Absence**

- A. Upon written request of a teacher, the Board may grant a leave of absence for a period not to exceed one year subject to renewal at the will of the Board. Said leave shall be without salary, without fringe benefits, and with no loss of previously accumulated seniority. Said teacher shall be hired back at a position for which he/she is certified and qualified.
- B. Disability Leave
1. A teacher who is disabled and who has either exhausted his/her sick leave (as set forth in Article VIII) or who 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 ninety (90) days of the requested beginning date of leave (except in the case of emergency), submit a written request for leave to the Board of Education. The written request shall specify the date that the teacher desires to commence leave as well as a statement by his/her physician (or in the case of mental disability, a psychiatric statement) 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 (or in the case of mental disability, 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 statement (or in the case of mental disability, a psychiatric 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 (for mental disability, a 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 former position or to a similar 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 50% of the class days in any semester during which leave commences or ends shall be given credit on the salary schedule and sick leave for that semester.

C. Child Care Leave

1. An unpaid leave of absence shall be granted to a teacher for the purpose of child care. 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 ninety (90) days of the requested beginning date of leave submit a written request for leave to the Board of Education.
3. Reinstatement shall be to the teacher's former position or to a similar 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 50% of the class days in any semester during which leave commences or ends shall be given credit on the salary schedule and sick leave for that semester.

D. Sabbatical Leave

1. Teachers who have 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. Any 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 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 qualified and competent to perform the regular and necessary duties and functions of the teaching position. The Board may require a medical examination as a prerequisite to reinstatement. 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 protection (medical, hospitalization, disability, life, etc.).
- E. Any 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 five (5) years, and shall be hired back with no loss of seniority at, or as close as possible to, his/her former position. Seniority shall be frozen as of the time such unpaid leave began.
- F. Upon written request of an eligible teacher and to the extent required by the Family and Medical Leave Act (FMLA), the Board shall grant a leave and the other rights specified by the FMLA law. When leave is taken by an eligible employee under the Family and Medical Leave Act, the Board shall likewise enjoy and reserve all rights afforded

it by the law, whether or not the same are specifically enumerated in this agreement. For purposes of the Family and Medical Leave Act, sick leave allowed and which is taken under Article VIII of this Agreement shall be charged against the teacher's FMLA leave entitlement, at the election of either the Board or the teacher. This shall apply to sick leave which is utilized to care for an immediate family member with a serious health condition or sick leave which is utilized due to a serious health condition which renders the teacher unable to perform the essential functions of his/her job.

## **ARTICLE XI Teacher Evaluation**

### **A. Teacher Evaluation**

#### **1. Orientation**

- a. At least five (5) days prior to the start of the evaluation cycle, teachers shall be oriented to the evaluation criteria and the form upon which the evaluation will be written. The orientation shall occur at a staff meeting or conference.
- 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) school days (in which the teacher and evaluator are in attendance), unless the teacher is given written notice to the contrary prior to the ninetieth (90th) day. For probationary teachers see A.6 of this article.
- c. The written evaluation conference shall occur not later than ten (10) school days prior to the end of the school year.

#### **2. Observation(s)**

- a. Each written evaluation shall include at least two (2) observations of not less than thirty (30) minutes.

- b. Multiple observations may occur. At least one (1) day prior to the first evaluation observation, the building administrator(s) shall inform the teacher of the time and date of said observation.
  - c. All monitoring or observation of the work performance of a teacher shall be conducted openly and/or with full knowledge of the teacher.
  - d. No observations shall occur within the first five (5) days of student instruction or on the day before or after Christmas or spring recess.
3. Post Observation Conference(s)
- a. After the first observation there shall be a post observation conference as soon as possible but not later than ten (10) school days in which the teacher and evaluator are in attendance.
  - b. Additional post observation conferences may occur.
4. Written Evaluation
- a. The written evaluation shall be discussed with the teacher at a personal conference which shall be held no later than ten (10) school days (in which the teacher and evaluator are in attendance) following the last classroom observation or post observation conference.
  - b. Upon completion of the conference, both parties shall sign the evaluation. The signature of the teacher only acknowledges the teacher's reading of the written evaluation.
  - c. If the teacher feels his/her evaluation was incomplete or unjust, he/she may, within ten (10) school days, put his/her objections in writing, sign them, and have them attached to the written evaluation to be placed in his/her personnel file.
  - d. Probationary teachers shall be evaluated in writing at least twice each year; once during the first semester and again on or before April 1.
  - e. Tenure teachers shall be evaluated in writing at least once every three (3) years.

5. Tenure Teachers

When a written evaluation identifies the performance of a tenure teacher to be unsatisfactory, the following shall apply:

- a. A plan for improvement/individualized development plan shall be written. The plan shall:
  - (1) be developed by appropriate administrative personnel in consultation with the individual teacher,
  - (2) restate the area(s) of unsatisfactory performance,
  - (3) provide suggestions for improvement,
  - (4) be for one semester at a time but not for more than four (4) consecutive semesters.
- b. While the plan is in effect, the following shall apply:
  - (1) The building representative shall be notified when a teacher is given a plan for improvement.
  - (2) At least two (2) observations shall be conducted.
  - (3) Post observation conferences 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) school days in which the teacher and administrator are in attendance.
  - (4) A summary of observations and/or post observation conferences may 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) school days and attached to the written summary.
  - (5) Outside evaluator(s) may be appointed by the school 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) school days.
  - (6) 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 plan for improvement/individualized development plan. If satisfactory improvement has not been made:



- (a) the plan for improvement/individualized development plan shall be extended to the next semester, or
- (b) the plan for improvement/individualized development plan shall be revised and extended to the next semester, or
- (c) a recommendation for termination shall be made.

6. Probationary Teachers

- a. A probationary teacher's building administrator shall provide the probationary teacher with an Individualized Development Plan (IDP) containing: instructional and performance goals, plans for professional development, evaluation standards and procedures, and other matters relevant to the probationary teacher's growth and performance. The probationary teacher shall be consulted in the formulation of the IDP and shall sign a statement on the IDP attesting to that involvement and acknowledging receipt of the IDP.
- b. As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the School Code of 1976 (or its successor provision) shall complete these requirements within the time provided by statute. The Board shall not be obligated to compensate the probationary teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees.
- c. The annual year-end performance evaluation 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 teacher and the administration, and shall include at least an assessment of the teacher's progress in meeting the goals of his or her IDP.

- d. If a probationary teacher receives an overall evaluation rating of "unsatisfactory," his/her IDP will be reviewed and, if necessary, amended with the objective of performance remediation. The probationary teacher shall be jointly consulted in any amendment or modification of the IDP and shall sign a statement attesting to that involvement and acknowledging receipt of the modified IDP. The IDP will contain performance remediation objectives, suggestions for improvement and a designation of the forms of assistance to be provided by the administration or other sources. The evaluating administrator and probationary teacher shall be jointly responsible for implementing the IDP. The IDP shall specify a time interval for desired performance remediation, not to exceed one semester. The building representative shall be notified when a probationary teacher receives an evaluation rating of unsatisfactory.
- B. 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 school district shall remain confidential.
- C. 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 disciplined for any infraction or discipline or delinquency in professional performance. When a request for representation is made, whether the reprimand is written or oral, no action shall be taken with respect to the teacher until a representative of the Association is present.

The following steps shall be followed when a written reprimand is given:

1. The teacher to be reprimanded shall be given reasonable advance notice either in writing or verbally.
2. 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 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.

- D. No teacher shall be given an adverse evaluation, transferred in assignment, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- E. 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.

#### **ARTICLE XII Professional Growth**

- A. Upon obtaining permission from the principal, each teacher may attend one 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. There shall be two (2) pre-school work days for new teachers and one (1) pre-school workday for returning teachers. Throughout the year, two (2) additional days (in-service program and/or parent-teacher conferences) will be planned jointly by the administration and The District School Improvement Team.

- D. A teacher mentor shall be assigned to every probationary teacher where required by Sec 1526 of the 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 council the probationary teacher in acclimating to the teaching profession and the school system.

**ARTICLE XIII**  
**Reduction in Personnel**

- A. New teachers hired into the unit shall be considered probationary teachers as prescribed by the Tenure Act.
- B. 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 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 leave of absence.
  4. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.

C. Necessary reduction of personnel - LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

1. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum.
2. In order to promote an orderly reduction in personnel when the educational program and curriculum are curtailed, the following procedure will be used:
  - a. Probationary teachers will be laid off first where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
  - b. It is understood that special permits may not be acquired for teachers to teach outside certification.
  - c. In the event the Board determines it necessary to reduce the educational program and curriculum, it may become necessary to lay off tenured teachers. Teaching positions which remain after any such reductions in program and/or curriculum will be offered to teachers who are certified and qualified for the positions and who possess the greatest seniority.

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 not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.
  - d. 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 more than one half of the school year; otherwise such teachers shall remain on the same salary step.

- D. No later than forty-five (45) days following the ratification of this agreement, and by every November 1, thereafter, 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 contract.
    - 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.
- E. 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.

- F. Teachers shall be recalled to work in reverse order of layoff, provided that they are certified and have a minimum of eighteen (18) semester hours of preparation in the field to which they are being recalled. 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.
- G. 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 job termination.
- H. If after mailing the certified letter to the laid off teacher's last known address and there is no signed receipt or response within thirty (30) calendar days, said teacher's right to recall is thereby terminated.
- I. The Board's obligation to recall a teacher laid off under the provision of this agreement terminates three (3) years from the date of official notification of layoff.

**ARTICLE XIV**  
**Professional Compensation**

- A. The salary benefits for teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. Teachers employed by the District may be granted full credit for previous public school teaching experience, with the exception that any deviancy thereof shall be with the full knowledge and consent of the majority of a committee comprised of the Association President, the Salary Committee Chairperson, and the Negotiation Team Chairperson. Non public school teaching experience will be evaluated by the Superintendent.

A degree teacher under contract for one half year will be granted one half credit on salary schedule steps.

C. Pay choice:

1. All teachers shall be paid every other Thursday. In the event that direct deposit becomes available, all teachers shall be paid every other Friday.
2. All teachers shall have a choice of receiving contract amount over nine and one half (9 1/2) months (length of contract) or twelve (12) months.

D. If approved, a teacher's use of their own vehicle, for school business, shall be reimbursed at the IRS rate that is in effect on July 1. Requests for reimbursement must be submitted by the end of the fiscal year.

E. Regarding pay for longevity of service - A teacher on longevity step 14 will receive a four (4) percent increase above the teacher's base salary for the appropriate degree schedule; teachers on step 19, five (5) percent; teachers on step 24, six (6) percent; and teachers on step 29, seven (7) percent. Only experience in Central Montcalm Schools will be considered. Steps for longevity placement will be determined by years of service to Central Montcalm which may not be commensurate with salary schedule step placement.

In order to qualify for the initial longevity pay step 14, a teacher must have earned five (5) semester credit hours (or an equivalent in term hours) since completion of the ninth (9<sup>th</sup>) year of employment and within the five (5) preceding years. In order to advance to step 19, a teacher must have earned a total of ten (10) semester credit hours, five (5) hours of which were earned in the preceding five (5) years and the teacher must have been at step 14 at least one (1) year. In order to advance to step 24, a teacher must have earned a total of fifteen (15) semester credit hours, of which five (5) were earned within the preceding five (5) years and the teacher must have been at step 19 at least one (1) year. In order to advance to step 29, a teacher must have earned a total of twenty (20) semester credit hours of which five (5) were earned within the preceding five (5) years and the teacher must have been at step 24 at least one (1) year.



It is expressly understood that teachers will have the responsibility for presenting written evidence of qualification for this benefit to the Superintendent. Salary schedule adjustments for longevity will be made only at the beginning of the school year (ref. Article XIV J.). Except that if a teacher's initial date of employment was at the beginning of the second semester, then the salary schedule adjustment for longevity will be made at the beginning of the second semester of the year in which the teacher becomes eligible for and meets the requirements for longevity advancement. However, if a teacher's initial date of employment was the beginning of a second semester and the teacher does not meet the requirements for longevity advancement at the beginning of the second semester in which the teacher may be eligible for longevity advancement, then all future salary schedule adjustments for longevity for that teacher will be made only at the beginning of the school year (ref. Article XIV Section J.). Illustrative examples are given in Appendix D.

- F. Degree Equivalency Status - For purposes of salary schedule placement under the provisions of this agreement, the following shall apply:
1. A BA degree plus 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. A MA degree plus 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. Teachers will receive credit toward a BA plus 45 or MA plus 45 for any course taken from a college or university accredited by the National Council for Accreditation of Teacher Education (NCATE). Courses taken from any other educational institution must have administrative approval in order to apply toward a teacher's equivalency status placement on the salary schedule.

In order to qualify for degree equivalency status, teachers will have the responsibility for presenting written evidence of the following to the Assistant Superintendent or Superintendent.

1. An up-to-date list which indicated the course work completed by the teacher, and,
2. Official copies of all transcripts relating to such course work.

Teachers placed on degree equivalency status prior to September 1, 1988, will not need to meet the "receipt of teaching certificate" language requirement.

- G. Retirement Allowance - A teacher who qualifies for retirement and retires under the Michigan Public School Employees Retirement Fund or Social Security and who has taught for the Central Montcalm School System for at least twenty (20) years, shall upon retirement be paid \$20.00 for each accumulated sick leave day from zero (0) to less than ninety (90) days of accumulation; \$25.00 from ninety (90) to less than one hundred ten (110) days of accumulation; and \$30.00 from one hundred ten (110) to one hundred thirty (130) days of accumulation.

Except for disability retirements and retirements pursuant to a reduction in personnel, eligibility for payment of this 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.

- H. A teacher receiving either twenty (20) semester hours beyond a bachelor degree, a master degree, fifteen (15) semester hours beyond a master degree, an educational specialists degree, or who qualifies for degree equivalency status as defined in Article XIV, paragraph F, after signing a contract and before school starts in August, will be placed on the appropriate salary schedule.
- I. In order to qualify for placement at the BA+20, the BA+45, the MA+15, or the MA+45, the semester hours must have been earned after the degree and after the teaching certificate was awarded.

Teachers placed on BA+20, BA+45, MA+15, or MA+45 prior to September 1, 1988, will not need to meet the "after the teaching certificate was awarded" language requirement.

- J. Salary schedule adjustments will be made only at the beginning of the school year. The half steps listed in the salary schedule, Appendix A, are for ease of use.
- K. In the event that a staff member is requested to and agrees to teach during his/her scheduled preparation period said teacher would be paid on a pro-rata per diem basis of the normal salary. (That is:  $1/4 \times 1/185 \times$  pro-rata time worked  $\times$  normal salary for a teacher teaching in the high school four block schedule and  $1/12 \times 1/185 \times$  pro-rata time worked  $\times$  normal salary for a teacher teaching thirty (30) minutes in the middle school eight block schedule.)

#### **ARTICLE XV Fringe Benefits**

- A. In order to become entitled to receive any insurance benefits, each employee must meet the following criteria:
  - 1. A properly completed written application form must be submitted to the Board of Education 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. Teachers who fulfill their teacher contract are 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 those who terminate employment, are laid off, or who go on unpaid leaves of absence. Said thirty (30) day period shall begin the first day following the expiration of the accrued benefits.

- C. The Board agrees to pay 100% of the insurance premium(s) for the following benefit programs for each teacher who meets all qualifications and requirements of the insurance provider(s) and/or underwriter(s) for the following:

**MESSA-PAK**

Plan A - includes one spouse if both spouses are employed by the Board

Health Insurance	Super Care I
LTD	Plan 1
	66 2/3%
	90 calendar days modified fill
	\$5,000 maximum
	Social Security Freeze
	Alcoholism/drug addiction - 2 year
	Mental/nervous -2 year
Delta Dental Plan	80/80/80: \$1,800
	\$1,200 maximum for Class I and II
Negotiated Life	\$30,000 with AD&D
Vision	VSP-2

Plan B - includes one spouse if both spouses are employed by the Board

Options	\$45 cash option in lieu of health benefits
LTD	Plan 1
	66 2/3 %
	90 calendar days modified fill
	\$5,000 maximum
	Social Security Freeze
	Alcoholism/drug addiction - 2 year
	Mental/nervous - 2 year
Delta Dental Plan	80/80/80: \$1,800
	\$1,200 maximum for Class I and II
Negotiated Life	\$30,000 with AD&D
Vision	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 \$45.00 per month or as specified below:

If ten (10) through fourteen (14) full time teachers select Plan B, the option payment shall be \$70.00.

If fifteen (15) through nineteen (19) full time teachers select Plan B, the option payment shall be \$90.00.

If twenty (20) or more full time teachers select Plan B, the option payment shall be \$110.00.

The Board shall adopt and administer a cafeteria plan document pursuant to Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a separate salary reduction agreement.

The plan will become effective October 1, 1996. Insurance premiums currently being paid by the Board to provide coverage for bargaining unit member employees shall continue as is until the Section 125 Plan becomes effective.

All expenses relating to the initial development, implementation and administration of the Section 125 Plan shall be borne by the Board.

- E. Employees for whom the Board makes monthly term life insurance premium payments have a thirty-one (31) day conversion right upon termination of employment. Any employee 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.

- F. For part-time teachers the Board agrees to pay prorated insurance premiums, for each teacher who meets all qualifications and requirements of 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%

- G. Both parties recognize that a tobacco free environment is desirable and consistent with the district health curriculum. To that end, the Board offers to pay the enrollment fees for employees who volunteer to attend a program designed to aid in discontinuing the use of tobacco products. This program shall be mutually agreeable to both parties. 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.
- H. The Board shall payroll deduct from each employee electing Plan A the additional cost of providing Super Care I over Super Care IXVA2 in compliance with Section 388.1766d of the State School Aid Act. Said deduction shall be from the same check that other insurance deductions are made.

**ARTICLE XVI**  
**Protection of Teachers**

- 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 Association shall uphold and enforce policies of the School District.

Whenever it appears that a particular student's sustained behavioral pattern in the classroom becomes a serious deterrent to the welfare of himself/herself, his/her classmates and teacher or teachers, the Board policies or applicable laws shall apply.

- B. Any case of assault or assault and battery upon a teacher while in the performance of duties assigned by the School District shall be promptly reported to the Board or its designated representative. The Board will render all reasonable assistance to the teachers in connection with the handling of the incident by law enforcement and judicial authorities.

Providing that the teacher is not at fault, any absence from teaching responsibilities in connection with the processing of the incident by law enforcement and judicial authorities shall be without loss of salary or fringe benefits.

- C. When it is determined by the Board that disciplinary action taken by a 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 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. 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 \$5.00 or over \$300.00.

- E. Complaints directed toward a teacher shall be called to the teacher's attention.
- F. Teachers shall be expected to exercise reasonable care with respect to the safety of students and property, but shall not be held responsible by the Board, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- G. If a teacher is injured as defined by the worker's compensation laws of Michigan, medical, surgical and/or hospital care within the limits will be furnished by the District's worker compensation insurance carrier. Should it become necessary, the Board will pay the teacher any difference between the contractual salary and disability payments by worker's compensation for the period of one (1) year from date of disability.

**ARTICLE XVII**  
**Grievance Procedure**

- A. A grievance shall be defined as a claim by a teacher, group of teachers, or the Association, based upon any alleged 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 failure to reemploy any probationary teacher;
  - 2. The termination of services or failure to reemploy any teacher to a position on the extracurricular schedule;
  - 3. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).



- C. The Association shall designate one 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.

The Association shall annually notify the Board of the name of the grievance committee chairperson.

- D. 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.

- E. Written grievances as required herein 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;
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.

- F. **Informal Level One** - A teacher, group of teachers, or the Association alleging that there is a grievance as defined in Section 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.

**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 shall 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.

**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, transmitting a copy of the same to the grievant, and the grievance committee chairperson and place a copy of same in a permanent file in his/her 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 grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the Superintendent or his/her designee.

**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 the meeting for which the grievance was scheduled. Within fifteen (15) days from the hearing of the grievance, the Board shall render its decision in writing.

The Board may hold future hearings therein 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, the grievant and the grievance committee chairperson.

**Formal Level Four** - Individual teachers shall not have the right to process a grievance at Formal Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Formal Level Three, it may within ten (10) days after the decision refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Formal Level Four not previously raised or disclosed at other levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be placed into effect.

4. Powers of the arbitrator are subject to the following limitations:
  - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement.
  - b. He/she shall have no power to change any practice, policy or rule of the Board nor 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.
  - c. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide.
  - d. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
  - e. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
  - f. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  - g. 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.
- G. The fees and expenses of the arbitrator shall be shared at the rate of 75% for the losing party and 25% for the winning 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.
- H. 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 (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.

- I. 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.
- J. 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.
- K. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15, of any year, 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.
- L. 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 XVIII**  
**Negotiation Procedures**

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, may be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such negotiation.

- B. Negotiations to develop a new Master Agreement shall begin prior to the expiration date stated herein and upon the written consent of both parties, the CMEA Executive Board and the Board of Education.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representative from within or outside the school district. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation services of the Michigan Employment Relations Commission.
- E. If any new extracurricular positions are created by the Board, representatives of the Board will meet with three (3) members of the Association within two (2) weeks to negotiate the professional compensation for that position.

- E. If any new extracurricular positions are created by the Board, representatives of the Board will meet with three (3) members of the Association within two (2) weeks to negotiate the professional compensation for that position.

**ARTICLE XIX**  
**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 school 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 XX**  
**Duration of Agreement**

- A. This Agreement shall be effective upon ratification, and shall continue in effect until June 30, 2000, except that Appendix A Salary Schedule shall be retroactive to July 1, 1998.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 14th day of September, 1998.

**CENTRAL MONTCALM PUBLIC SCHOOL DISTRICT**

By Judy Emmer  
President

By Larry J. Gilliam  
Vice President

By W. R. Woop  
Secretary

By Jay Lous  
Chief Negotiator

**CENTRAL MONTCALM EDUCATION ASSOCIATION**

By B. Paul Gault  
President

By Bruce Train  
Vice President

By Jeanette M. Shoyes  
Secretary

By Anita L. Claus  
Chief Negotiator

## Appendix A Salary Schedule 1998-99

STEP		BA		BA+ 2 0		BA+ 45/MA		MA+ 1 5		MA+ 45/EDS	
INCREMENT	SALARY	INCREMENT	SALARY	INCREMENT	SALARY	INCREMENT	SALARY	INCREMENT	SALARY	INCREMENT	SALARY
0.0	1,0000	\$27,412	\$28,783	1,0500	\$29,331	1,1000	\$30,153	1,1400	\$31,250	1,1800	\$32,346
0.5	1,0200	\$27,960	\$29,331	1,0700	\$29,331	1,1200	\$30,701	1,1600	\$31,798	1,2000	\$32,894
1.0	1,0400	\$28,508	\$29,879	1,0900	\$29,879	1,1400	\$31,250	1,1800	\$32,346	1,2200	\$33,443
1.5	1,0600	\$29,057	\$30,427	1,1100	\$30,427	1,1600	\$31,798	1,2000	\$32,894	1,2400	\$33,991
2.0	1,0800	\$29,605	\$30,976	1,1300	\$30,976	1,1800	\$32,346	1,2200	\$33,443	1,2600	\$34,539
2.5	1,1050	\$30,290	\$31,729	1,1575	\$31,729	1,2100	\$33,169	1,2500	\$34,265	1,2900	\$35,361
3.0	1,1300	\$30,976	\$32,483	1,1850	\$32,483	1,2400	\$33,991	1,2800	\$35,087	1,3200	\$36,184
3.5	1,1550	\$31,661	\$33,237	1,2125	\$33,237	1,2700	\$34,813	1,3100	\$35,910	1,3500	\$37,006
4.0	1,1800	\$32,346	\$33,991	1,2400	\$33,991	1,3000	\$35,636	1,3400	\$36,732	1,3800	\$37,829
4.5	1,2050	\$33,031	\$34,745	1,2675	\$34,745	1,3300	\$36,458	1,3700	\$37,554	1,4100	\$38,651
5.0	1,2300	\$33,717	\$35,499	1,2950	\$35,499	1,3600	\$37,280	1,4000	\$38,377	1,4400	\$39,473
5.5	1,2600	\$34,539	\$36,389	1,3275	\$36,389	1,3950	\$38,240	1,4350	\$39,356	1,4750	\$40,433
6.0	1,2900	\$35,361	\$37,280	1,3600	\$37,280	1,4300	\$39,199	1,4700	\$40,296	1,5100	\$41,392
6.5	1,3200	\$36,184	\$38,171	1,3925	\$38,171	1,4650	\$40,159	1,5050	\$41,255	1,5450	\$42,352
7.0	1,3500	\$37,006	\$39,062	1,4250	\$39,062	1,5000	\$41,118	1,5400	\$42,214	1,5800	\$43,311
7.5	1,3800	\$37,829	\$39,953	1,4575	\$39,953	1,5350	\$42,077	1,5750	\$43,174	1,6150	\$44,270
8.0	1,4100	\$38,651	\$40,844	1,4900	\$40,844	1,5700	\$43,037	1,6100	\$44,133	1,6500	\$45,230
8.5	1,4450	\$39,610	\$41,872	1,5275	\$41,872	1,6100	\$44,133	1,6500	\$45,230	1,6900	\$46,326
9.0	1,4800	\$40,570	\$42,900	1,5650	\$42,900	1,6500	\$45,230	1,6900	\$46,326	1,7300	\$47,423
9.5	1,5200	\$41,666	\$44,065	1,6075	\$44,065	1,6950	\$46,463	1,7350	\$47,560	1,7750	\$48,656
10.0	1,5600	\$42,763	\$45,230	1,6500	\$45,230	1,7400	\$47,697	1,7800	\$48,793	1,8200	\$49,890
14.0	1,0400	\$44,473	\$47,039	1,0400	\$47,039	1,0400	\$49,605	1,0400	\$50,745	1,0400	\$51,885
19.0	1,0500	\$44,901	\$47,491	1,0500	\$47,491	1,0500	\$50,082	1,0500	\$51,233	1,0500	\$52,384
24.0	1,0600	\$45,328	\$47,944	1,0600	\$47,944	1,0600	\$50,559	1,0600	\$51,721	1,0600	\$52,883
29.0	1,0700	\$45,756	\$48,396	1,0700	\$48,396	1,0700	\$51,036	1,0700	\$52,209	1,0700	\$53,382



## Appendix A Salary Schedule 1999-2000

BASE = \$28,221											
STEP	BA		BA+20		BA+45/MA		MA+15		MA+45/EDS		
	INCREMENT	SALARY	INCREMENT	SALARY	INCREMENT	SALARY	INCREMENT	SALARY	INCREMENT	SALARY	
0.0	1.0000	\$28,221	1.0500	\$29,632	1.1000	\$31,043	1.1400	\$32,172	1.1800	\$33,301	
0.5	1.0200	\$28,785	1.0700	\$30,196	1.1200	\$31,608	1.1600	\$32,736	1.2000	\$33,865	
1.0	1.0400	\$29,350	1.0900	\$30,761	1.1400	\$32,172	1.1800	\$33,301	1.2200	\$34,430	
1.5	1.0600	\$29,914	1.1100	\$31,325	1.1600	\$32,736	1.2000	\$33,865	1.2400	\$34,994	
2.0	1.0800	\$30,479	1.1300	\$31,890	1.1800	\$33,301	1.2200	\$34,430	1.2600	\$35,558	
2.5	1.1050	\$31,184	1.1575	\$32,666	1.2100	\$34,147	1.2500	\$35,276	1.2900	\$36,405	
3.0	1.1300	\$31,890	1.1850	\$33,442	1.2400	\$34,994	1.2800	\$36,123	1.3200	\$37,252	
3.5	1.1550	\$32,595	1.2125	\$34,218	1.2700	\$35,841	1.3100	\$36,970	1.3500	\$38,098	
4.0	1.1800	\$33,301	1.2400	\$34,994	1.3000	\$36,687	1.3400	\$37,816	1.3800	\$38,945	
4.5	1.2050	\$34,006	1.2675	\$35,770	1.3300	\$37,534	1.3700	\$38,663	1.4100	\$39,792	
5.0	1.2300	\$34,712	1.2950	\$36,546	1.3600	\$38,381	1.4000	\$39,509	1.4400	\$40,638	
5.5	1.2600	\$35,588	1.3275	\$37,463	1.3950	\$39,368	1.4350	\$40,497	1.4750	\$41,626	
6.0	1.2900	\$36,405	1.3600	\$38,381	1.4300	\$40,356	1.4700	\$41,485	1.5100	\$42,614	
6.5	1.3200	\$37,252	1.3925	\$39,298	1.4650	\$41,344	1.5050	\$42,473	1.5450	\$43,601	
7.0	1.3500	\$38,098	1.4250	\$40,215	1.5000	\$42,332	1.5400	\$43,460	1.5800	\$44,589	
7.5	1.3800	\$38,945	1.4575	\$41,132	1.5350	\$43,319	1.5750	\$44,448	1.6150	\$45,577	
8.0	1.4100	\$39,792	1.4900	\$42,049	1.5700	\$44,307	1.6100	\$45,436	1.6500	\$46,565	
8.5	1.4450	\$40,779	1.5275	\$43,108	1.6100	\$45,436	1.6500	\$46,565	1.6900	\$47,693	
9.0	1.4800	\$41,767	1.5650	\$44,166	1.6500	\$46,565	1.6900	\$47,693	1.7300	\$48,822	
9.5	1.5200	\$42,896	1.6075	\$45,365	1.6950	\$47,835	1.7350	\$48,963	1.7750	\$50,092	
10.0	1.5600	\$44,025	1.6500	\$46,565	1.7400	\$49,105	1.7800	\$50,233	1.8200	\$51,362	
14.0	1.0400	\$45,786	1.0400	\$48,427	1.0400	\$51,069	1.0400	\$52,243	1.0400	\$53,417	
19.0	1.0500	\$46,226	1.0500	\$48,893	1.0500	\$51,560	1.0500	\$52,745	1.0500	\$53,930	
24.0	1.0600	\$46,666	1.0600	\$49,359	1.0600	\$52,051	1.0600	\$53,247	1.0600	\$54,444	
29.0	1.0700	\$47,106	1.0700	\$49,824	1.0700	\$52,542	1.0700	\$53,750	1.0700	\$54,958	

**APPENDIX B**  
**Extracurricular Compensation**

A. Assignments other than classroom teaching - All 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 determined at the BA level by the experience in the extracurricular activity, not on classroom teaching, except coaching experience in any secondary school sponsored sport will count toward accumulated experience for salary purposes. Longevity does not apply to Appendix B positions. Not all positions listed below will necessarily be filled by the Board.

1. Dramatics	
H.S. Play Director	6%
M.S. Play Director	4%
Assistant Director	2%
Musical	
Stage Director	6%
Music Director	4%
Assistant Director	2%
2. Cheerleading	
Varsity - Fall	5%
Varsity - Winter	7%
Junior Varsity - Fall	3%
Junior Varsity - Winter	5%
Freshman	4%
Middle School 7 & 8 (per squad)	3%
3. Football	
Varsity head	10%
Varsity assistant	6%
Junior Varsity assistant	5%
Junior Varsity assistant	5%
Freshman assistant	5%
Freshman assistant	5%
4. Basketball	
Varsity	10%
Junior Varsity	6%
Assistant	5%
Freshman	5%
8th	4%
7th	4%
5. Baseball/Softball	
Varsity	8%
Junior Varsity	5%
Freshman	4%
Assistant	4%
6. Golf	
Varsity	6%
Junior Varsity	3%
7. Yearbook	
Assistant	3%
8. Wrestling	
Varsity	10%
Junior Varsity	6%
7th & 8th (one team)	4%
9. Cross Country	
Varsity (one team for boys & girls)	8%
8th (one team for boys & girls)	4%
7th (one team for boys & girls)	4%

10. Track		
	Varsity	8%
	Assistant	5%
	8th (one team for boys & girls)	4%
	7th (one team for boys & girls)	4%
11. Volleyball		
	Varsity	10%
	Junior Varsity	6%
	Freshman	5%
	Assistant	4%
	8th	4%
	7th	4%
12. 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%
13. Varsity Singers		3%
14. District School Improvement Team		
	building representative	1%
15. Student Council Advisor		1%
16. Class Advisor		
	Senior Class Advisor	2%
	Junior Class Advisor	2%
	Sophomore Class Advisor	1%
	Freshman Class 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 overnight)		1%
21. CMSAD Advisor		1%
22. National Honor Society Advisor		1%
23. Flag Corps Advisor		1%
24. Building Level Accreditation Chairperson		4%
25. Activities Coordinator		
	High school	12%
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.	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.	
C.	Miscellaneous:	
1.	If employed to work at athletic events:	
	\$10.00 for one event	
	\$17.50 for two events on the same date	
	\$25.00 for three events on the same date	
	(coaches hired for the sport are excluded)	
2.	Riding a bus to extracurricular activities outside the normal school day, including supervision at the activity: \$10.00.	

**APPENDIX C  
School Calendar - 1998-99**

		SESSION	WORKDAY
August		5	6/7
Friday	21	New teachers	
Monday	24	All teachers	
Tuesday	25	First day for students	
		Early release for Elementary	
September		20	21
Monday	7	No school - Labor Day	
Friday	25	No school - Parent/Teacher conferences (am)	
October		21	22
Wednesday	7	No school - In service	
Friday	23	End of Marking Period	
November		19	19
Wednesday	25	Thanksgiving recess begins at close of day	
Thur/Fri	26/27	No school - Thanksgiving recess	
Monday	30	School resumes	
December		14	14
Friday	18	Christmas recess begins at close of day	
Mon/Fri	21/Jan 1	No school - Christmas recess	
January		19	20
Monday	4	School resumes	
Thursday	14	End of first semester	
Friday	15	No school - record day	
Monday	18	Second semester begins	
February		20	20
March		23	23
Friday	26	End of Marking Period	
April		16	16
Thursday	1	Spring recess begins at close of day	
Fri/Fri	2/9	No school - spring recess	
Monday	12	School resumes	
May		20	20
Monday	31	No school - Memorial Day	
June		4	5
Friday	4	Last day for students	
Monday	7	Last day for staff	
		TOTAL 181	186/187

**APPENDIX C**  
**School Calendar - 1998-99**

			<u>SESSION</u>	<u>WO</u>
August			5	6/7
	Friday	21 New teachers		
	Monday	24 All teachers		
	Tuesday	25 First day for students Early release for Elementary		
September			20	21
	Monday	7 No school - Labor Day		
	Friday	25 No school - Parent/Teacher conferences (am)		
October			21	22
	Weds	7 No school - In service		
	Friday	23 End of Marking Period		
November			19	19
	Weds	25 Thanksgiving recess begins at close of day		
	Thur/Fri	26/27 No school - Thanksgiving recess		
	Monday	30 School resumes		
December			14	14
	Friday	18 Christmas recess begins at close of day		
	Mon/Fri	21/Jan 1 No school - Christmas recess		
January			19	20
	Monday	4 School resumes		
	Thursday	14 End of first semester		
	Friday	15 No school - record day		
	Monday	18 Second semester begins		
February			20	20
March			23	23
	Friday	26 End of Marking Period		
April			16	16
	Thursday	1 Spring recess begins at close of day		
	Fri/Fri	2/9 No school - spring recess		
	Monday	12 School resumes		
May			20	20
	Monday	31 No school - Memorial Day		
June			4	5
	Friday	4 Last day for students		
	Monday	7 Last day for staff		
		TOTAL	181	186

APPENDIX C  
School Calendar - 1999-2000

			<u>SESSION</u>	<u>WORK</u>
August			6	7/8
	Friday	20	New teachers	
	Monday	23	All teachers	
	Tuesday	24	First day for students Early release for Elementary	
September			20	21
	Monday	6	No school - Labor Day	
	Friday	24	No school - Parent/Teacher conferences (am)	
October			20	21
	Weds	6	No school - In service	
	Friday	22	End of Marking Period	
November			19	19
	Monday	15	No school	
	Weds	24	Thanksgiving recess begins at close of day	
	Thur/Fri	25/26	No school - Thanksgiving recess	
	Monday	29	School resumes	
December			13	13
	Friday	17	Christmas recess begins at close of day	
	Mon/Fri	20/31	No school - Christmas recess	
January			20	21
	Monday	3	School resumes	
	Thursday	13	End of first semester	
	Friday	14	No school - record day	
	Monday	17	Second semester begins	
February			21	21
	Friday	24	End of Marking Period	
	Friday	31	Spring recess begins at close of day	
March			23	23
	Monday	3/7	No school - spring recess	
	Monday	10	School resumes	
	Friday	21	No school	
April			14	14
	Monday	29	No school - Memorial Day	
May			22	22
	Tuesday	6	Last day for students	
	Weds	7	Last day for staff	
			4	5
			182	187/188
			TOTAL	

### LETTER OF AGREEMENT

The CMEA and the Board of Education agree that the middle school and the high school will have a partial day of school on October 23, 1998, January 14, 1999, March 26, 1999 and June 4, 1999. The elementary schools will have a partial day on August 25, 1998, October 23, 1998, and June 4, 1999. Furthermore, the middle school and the high school will have a partial day of school on October 22, 1999, January 13, 2000, March 24, 2000 and June 6, 2000. The elementary schools will have a partial day on August 24, 1999, October 22, 1999, and June 6, 2000. Note: June 4, 1999 and June 6, 2000, may be adjusted if the calendar is extended.

### LETTER OF AGREEMENT

In the settlement of this contract, both parties have taken into account that it may be necessary to increase the hours of pupil instruction and teacher/student contact time in order for the District to receive full foundation allowances and other appropriations under the provisions of the Revised School Code and the State Aid Act. Should an increase in instructional hours (and teacher/student contact time) be necessary, the parties agree that the amount of the instructional time (and teacher/student contact time) per day may be increased to meet that need. The definition of work day shall remain as defined in Article V Section A.1. If revisions of the Revised School Code, the State Aid Act or Department of Education change the current ability of the District to meet the requirements of days and hours, the District may implement those days and hours and will negotiate the necessary changes in the calendar and additional compensation.

### LETTER OF AGREEMENT

1. The Professional Growth Plan, an alternative format for teacher evaluation, will be implemented on a trial basis effective during the 1997-98 and the 1998-99 school years.
2. Not later than February 1, 1999, a committee comprised of four (4) individuals selected by the Association and four (4) individuals selected by the Board shall meet to review the Professional Growth Plan for teacher evaluation process. The committee may recommend extension, incorporation within the contract, modification, or termination of the agreement. The committee shall make its recommendation prior to May 1, 1999. The committee recommendation shall be subject to ratification by both parties. If the committee fails to make a recommendation or if either the Board or the Association fails to ratify the recommendation, the Professional Growth Plan shall be discontinued, effective at the conclusion of the 1998-1999 school year.
3. To use the Professional Growth Plan the following conditions shall apply:
  - a. Prior to commencing the evaluation cycle and prior to October 1 of the school year in which the teacher is being evaluated, a tenured

teacher and the administrator may mutually agree, in writing, to use the Professional Growth Plan for evaluation. Written consent of both the tenured teacher and the administrator is required to use the Professional Growth Plan.

- b. 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 Article XI of the Master Agreement.
- c. No teacher on a plan for improvement/individualized development plan shall be permitted to use the Professional Growth Plan.
- d. The administrator and the teacher shall cooperatively monitor and evaluate the progress of the Professional Growth Plan.
- e. Article XI Section A1b, A4a, A4d, A5 and A6 shall not apply to tenured teachers on the Professional Growth Plan.
- f. 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 which shall be incorporated in a written performance evaluation of the tenured teacher completed by the administrator.
- g. The Letter of Agreement shall prevail over any inconsistent or conflicting provisions or terms of the Master Agreement between the Board and the Association, to the extent of the inconsistency of conflict.

#### LETTER OF AGREEMENT

- 1. The Teacher Assessment Form to be used for teacher evaluation will be implemented on a trial basis effective during the 1997-98 school years.
- 2. Not later than February 1, 1999, a committee comprised of four (4) individuals selected by the Association and four (4) individuals selected by the Board shall meet to review the Teacher Assessment Form. The committee may recommend extension, modification, or termination of the Teacher Assessment Form. The committee shall make its recommendation prior to May 1, 1999. The committee recommendation shall be subject to agreement by both parties. If the committee fails to make a recommendation or if either the Board or the Association fails to agree to the recommendation, the teacher evaluation procedure will revert to the process in place during the 1996-97 school year.



