

4511

8/25/2001

1998-2001

MASTER CONTRACT

between the

BOARD OF EDUCATION

and the

SOUTHWESTERN MICHIGAN  
EDUCATION ASSOCIATION,  
MEA/NEA

*Constance Furbush Schmale*

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Recognition	1-2
2	Association and Teachers' Rights	3
3	Board Rights	4
4	Deductions for Professional Dues	5-6
5	Teaching Hours and Class Loads	7
6	Special Student Programs	8
7	Teaching Conditions	9-10
8	Department Chairman	11
9	Qualifications and Assignments	12
10	Vacancies, Promotions, and Transfers	13-14
11	Illness or Disability, Personal Business, Unpaid Leaves of Absence	15-17
12	Academic Freedom	18
13	Teacher Evaluation	19
14	Professional Behavior	20
15	Professional Improvement	21
16	School Improvement	22
17	Maintenance of Standards	23
18	Layoff and Recall Procedures	24-25
19	Continuity of Operations	26
20	School Calendar	27-28
21	Professional Compensation	29
22	Student Discipline and Teacher Protection	30
23	Student Grading	31
24	Insurance Protection	32
25	Professional Grievance Procedure	33-34
26	Professional Study Committee	35
27	Miscellaneous Provisions	36
28	Duration of Agreement	37

<u>APPENDIX</u>		<u>PAGE</u>
A	School Calendar 1998/99	38
B-1	Additional Compensation for Extra Duties	40
B-2	Athletic Coaches Salary Schedule	41-43
B	Salary Schedule 1998/1999	44
B	Salary Schedule 1999/2000	45
B	Salary Schedule 2000/2001	46
C	Professional Grievance Report	47
	Letter of Agreement	48

# ARTICLE 1

## AGREEMENT between

### THE CONSTANTINE BOARD OF EDUCATION and SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION MEA/NEA

- A. This agreement entered into this 9<sup>th</sup> day of February in the year 1999 by and between the Constantine Board of Education and the Southwestern Michigan Education Association.

#### RECOGNITION CLAUSE

- B. Pursuant to Act 379, Public Acts of 1965, as amended, the Constantine Board of Education (hereinafter referred to as the Board) recognizes the Southwestern Michigan Education Association, MEA/NEA (hereinafter referred to as the SMEA or Association) as the exclusive bargaining agent for employees of the Board (hereinafter referred to as employees) in the bargaining unit defined as:

All professional certified personnel with regular teaching assignments including personnel on tenure and probationary teachers. This includes school librarian, guidance counselors and teaching specialists, but excluding the superintendent, all principals (full or part-time), adult education teachers teaching in the evening school program, assistant principals, substitute teachers, administrative assistants, athletic director, and all other employees.

During that portion of the day when the Administrative Assistant or Athletic Director is in a teaching assignment; he/she shall be covered by the master agreement and shall be considered a member of the teachers' bargaining unit. Dues will be paid the association as follows:

#### MICHIGAN EDUCATION ASSOCIATION SCHEDULE

<u>Elementary</u>	½ time teaching	- 50% dues
	full time teaching	- 100% dues
<u>Middle School</u>	1-2 periods	- 25% dues
	3 periods	- 50% dues
	4-5 periods	- 75% dues
	6 periods	- 100% dues
<u>High School</u>	1 period	- 25% dues
	2-3 periods	- 50% dues
	4 periods	- 75% dues
	5-6 periods	- 100% dues

NATIONAL EDUCATION ASSOCIATION SCHEDULE

<u>Elementary</u>	½ time teaching	- 50% dues
	full time teaching	- 100% dues
<u>Middle School</u>	1-3 periods	- 50% dues
	4-7 periods	- 100% dues
<u>High School</u>	1-3 periods	- 50% dues
	4-6 periods	- 100% dues

C. The Board agrees not to negotiate with any organization purporting to represent teachers, other than the SMEA, for the duration of this agreement.

D. Any reference to male teachers in this agreement shall include female teachers.

## ARTICLE 2

### Association and Teacher's Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all teachers shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he or she may have under the Michigan General School Laws or Public Act 379.
- C. The employees in the bargaining unit shall be permitted to use school buildings, upon approval of the administration, at reasonable hours for meetings, provided that, when special custodial service is required, the Board may make a reasonable charge therefore.
- D. Upon proper notification of the building administrator, duly authorized representatives of the SMEA shall be permitted to transact necessary official business at reasonable times provided that this shall not interfere with, nor interrupt the instructional program or normal school operations.
- E. Upon proper notification of the building administrator, the employees in the bargaining unit shall be permitted to use school equipment, including typewriters, mimeograph machines, other duplicate equipment, calculating machines and all types of audio-visual equipment at reasonable cost of all materials, repairs, and supplies incident to such use.
- F. The Association shall have the right to post notices of its activities and matters of SMEA concern on teacher bulletin boards, at least one of which shall be provided in each school building. The SMEA may use the teacher's mailboxes for communication to teachers. No teacher shall be prevented from wearing the insignia, pins, or other identification of membership in the Association either on or off school premises.
- G. The Board agrees to furnish to the Association, in response to written requests, information concerning the financial resources of the district, together with information which may be necessary for the Association to process any grievance. Copies of the minutes of the Board meetings shall be furnished to the SMEA Designee and to no more than four (4) designated building representatives.
- H. The Board may consult with the teachers on any new or modified fiscal, budgetary, or tax programs; construction programs, or major revisions of educational policies which advise the Board with respect to said matters prior to their adoption and/or general publication.
- I. The private and personal life of a teacher is not within the appropriate concern or attention of the Board unless such action of the teacher affects his/her ability to effectively carry out the duties of a teacher in the School District.
- J. The provisions of this Agreement shall be applied in a manner which is not arbitrary, without regard to race, creed, religion, color, national origin, age, sex, or marital status.

## ARTICLE 3

### Board Rights

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Constantine School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:
1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
  2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
  3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
  4. The selection of textbooks and teaching materials and various teaching aids.
  5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.
  6. The right to require an employee to undergo a medical examination (cost to be borne by Constantine Public Schools) if there is reasonable cause as determined through documentation by the administrator and/or superintendent to believe the employee cannot perform the duties of his/her position or that the employee poses a threat to himself, herself or others.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by provisions of this Agreement.



## ARTICLE 4

### Deductions for Professional Dues

- A. Teachers shall within thirty (30) days of employment, sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association or pay a legally permissible service fee in accordance with Section B of this Article.
- B. It is recognized that, because of religious conviction or otherwise, some teachers object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense, which is appropriately shared by all teachers who are beneficiaries of such agreements. As a condition of employment a teacher shall join the association and execute an authorization for dues deduction, or pay a legally permissible service fee amount as previously determined through appropriate association policy and procedures regarding objections to political-ideological expenditures. The service fee shall not exceed the amount of Association dues collected from Association members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative has failed to comply with either condition, shall process said complaint in accordance with or judicial review thereof, shall have been 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, or any other administrative or judicial procedure.

In the event that neither of the dues deduction provisions of Paragraph B are met, the Board, upon receiving a written and signed complaint from the Association indicating the teacher applicable law, the charging party being the Association, if said teacher is a tenure teacher; in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services shall be discontinued at the end of the then current year unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that dues or nonmember's representation fee have been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this article, then and in that event, neither the Association nor the teacher shall have the right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this article. The refusal of a teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements, as detailed in this agreement, is recognized by the Association and Board of Education as just and reasonable cause for the termination of employment.

- C. The deduction for membership dues or representation fees shall begin within thirty (30) days following notice to the Superintendent (but not earlier than September) of the appropriate amounts and shall be prorated and made from one regular paycheck each month for the balance of the school year. The Board agrees promptly to remit to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
- D. A teacher employed by the Board after the beginning of school in September of the then current school year shall begin payment of membership dues or representation fees in the month in which he is employed and continue through June. The monthly rate for partial-day or partial-year employees shall be pro-rated on the basis of time worked.

- E. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is in error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions.
- F. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this article, shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. Upon settlement of the dispute the Board will make suitable adjustment of all further paychecks to insure the SMEA receives all monies due under the settlement. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- G. The Association will save the Constantine Public Schools, Board, past and present members of the Board, and past and present administrative employees, harmless from any and all costs including witness and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which any of them may be liable by virtue of enforcing the provisions of this article.



## ARTICLE 5

### Teaching Hours and Class Loads

- A. The Administration will set the normal teaching hours for each building. For the duration of this contract the school day shall be 7 hours and 5 minutes.
1. The principal may expect teachers to remain at school after the normal day, when necessary in his/her judgement, to solve a problem which cannot be handled during the regular school day. When possible this request will be made at least one (1) day in advance. Faculty meetings are professional meetings, and the principal may extend them when necessary. The normal building faculty meeting may be scheduled twice a month and may run for ninety (90) minutes at the end of the regular teaching day. Flexibility in the scheduled faculty meetings shall be allowed to provide for time to address professional requirements.
  2. The Board and Association understand and agree that the Board may adjust the normal teaching hours to satisfy State requirements pertaining to hours of pupil instruction, as specified in Section 1284(1) of the revised School Code.
- B. All teachers shall be entitled to a duty-free, uninterrupted, thirty (30) minute lunch period; however, in cooperation with the Administration and the Association, teachers may be requested to assist with supervision during an emergency situation or problems connected with inclement weather.
- The teaching load will provide forty-five minutes per day, excluding lunchtime for teachers' preparation. Preparation time shall be accumulated using no more than 3 blocks of time per day.
- Prior to a major change in a building program, such as, but not limited to: Block Scheduling, MAC, Team Teaching, the building administrator will consult with the staff and building School Improvement Team.
- C. Full time teachers employed by the district in special areas (art, music, special education, librarians, and counselors) shall be provided with lunch and preparation time to the same extent as other teachers in the district.
- D. No departures from these norms, except in case of an emergency, shall be made without mutual consent of teacher and administrator.
- E. Daily preparation for effective teaching, correcting examination papers, themes, attending faculty meetings, and similar activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher. Accordingly, it is agreed that extra-curricular activities, shall not become excessive to the point that they will affect a teacher's classroom efficiency.
- F. An employee member of the bargaining unit, when required by a mediator, fact-finder or arbitrator, to engage in contract negotiations or formal grievance negotiation regarding the Constantine contract, shall be released from regular duties without loss of pay.

## ARTICLE 6

### Special Student Programs

- A. The parties recognize that some children have special physical, mental, and emotional problems that may require specialized classroom experiences. Special attention may be given to reducing class size or providing other special assistance when children with special needs are placed in regular classrooms.
- B. The Constantine administration, Board and teachers dedicate themselves to working with these students, their parents, and the St. Joseph County Intermediate School District to provide programs that meet their needs.

## ARTICLE 7

### Teaching Conditions

The parties recognize that the availability of best possible school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. 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 and recommend the following as goals.

1. Kindergarten 25 pupils
2. Elementary school grades 25 pupils
3. Special Education class sizes should be within Department of Education guidelines.
4. When student enrollment in elementary classes exceed the recommended levels by two (2) or more, the Board upon mutual Teacher/Board agreement, may hire instructional aide(s) to assist in the performance of his/her duties.

On the secondary school level North Central Association handbook standards for class size will be considered by the Board in all instances.

B. Whenever special enrichment programs, such as large group instruction or team teaching situations are implemented as a regular part of the school program, the teachers who will be involved shall have full rights in recommending and planning the program in cooperation with the administration. Such programs, after acceptance by the teachers involved, may exceed maximum class load.

These are the recommended goals for class size:

English	)	
Social Studies	)	
General Education	)	
Mathematics	)	25 pupils
Science	)	
Language	)	
Business	)	
Typing		30 pupils
Industrial Arts		20 pupils
Drafting		30 pupils

Vocational Shops	20 pupils
Homemaking	20 pupils
Art	25 pupils
Music	35 pupils
Band	"NO LIMIT"
Health Education	40 pupils
Hygiene	25 pupils

- C. The Board recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained. No teacher shall be required to spend his/her money on supplies for the school.
- D. Under no conditions shall a teacher be required to drive a school bus as part of his regular teaching assignment.
- E. The Board shall make available in each school at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking is not permitted. The Constantine Public School's campus (within and outside of buildings) shall become a smoke free environment as of 8/1/93.
- F. Telephone facilities shall be made available to teachers for their reasonable use. All personal long distance calls shall be charged to the teacher's home phone number.
- G. Enough parking facilities shall be made available to teachers for their exclusive use during regular school hours.
- H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

## ARTICLE 8

### Department Chairman

- A. The Building Principal with the teachers in any department in the middle school or senior high school level shall each year select from among their members a department chairman. The department chairman shall exercise such coordinating functions as have heretofore been performed, including serving as liaison between the teachers of the department and the school administration. Such chairman shall not be considered a supervisory employee.
- B. The Elementary Principal with the elementary teachers at each grade level shall select each year from their numbers a grade level chairman.

## ARTICLE 9

### Qualifications and Assignments

- A. Both the Board and the Association agree that it is highly desirable to set and maintain high qualifications for teachers.
- B. Teachers shall not be assigned, except with their consent, outside the scope of their teaching certificate or their major or minor fields of study, except temporarily and for good cause, and the Association shall be so notified in each instance. To be qualified for an assignment change, a teacher must have taught that subject or certification level during the last five years in Constantine Public Schools, and satisfy North Central Accreditation Standards.
- C. All teachers shall be given written notice of their schedule for the forthcoming year not later than the preceding tenth day of July. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted if possible. In no event, except by mutual agreement, will changes in teachers' schedules be made later than the fifteenth day of August preceding the commencement of the school year unless an emergency situation requires same. Resignation by a teacher after August 15 shall constitute an emergency, but a teaching position known prior to August 15 shall not be deemed an emergency.
- D. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duty enumerated in Schedules B I or B II, including a teacher substituting for another teacher when a teacher must replace another and thus loses his/her preparation time, and summer school courses, shall not be obligatory but shall be with the consent of the teacher except for extra duty positions related to music, journalism and drama assignments (e.g., band director, musicals, plays, vocals, journalism/yearbook) which shall be required.



## ARTICLE 10

### Vacancies, Promotions and Transfers

- A. As used in this Article the following definitions shall apply:
1. A “vacancy” shall refer to a newly created bargaining unit position or an existing position which has been permanently vacated and which will be filled by the Board. A vacancy does not exist when there is a teacher on layoff status, or on leave ready to return, who is certified and qualified for the position.
  2. A “transfer” shall mean a change from one school building to another.
  3. An “assignment” shall mean the grade level or subject taught.
  4. A “promotion” shall mean assignment to a supervisory or administrative position.
- B. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. A request by a teacher for a transfer or assignment to a different class, building, or position shall set forth the reasons for requesting a transfer or change in assignment; the school grade, or position sought; and the applicant’s academic qualifications. Such requests shall be renewed once each year to assure active consideration by Board.
- C. 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 instruction program. If the Superintendent in his judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant. An individual hired on a temporary or tentative basis until the end of the normal school year shall not be a member of the bargaining unit and shall not accrue seniority or contractual rights to continued employment.
- D. The Board declares its support of a policy of filling vacancies from within its own teaching staff. Whenever any vacancy in any bargaining unit position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the association and providing the appropriate posting in every classroom building for a period of seven (7) business days. During the summer months, notice of vacancies shall be mailed to teachers who have indicated in writing to the Superintendent a desire to transfer to those positions. No vacancy shall be filled, except in case of emergency on a temporary basis, until such a vacancy has been posted. “Emergency” shall be defined as a vacancy occurring after August 15. Vacancies shall be filled on the basis of experience; competency; and qualifications of the applicant; length of service in the district; and other relevant factors. An applicant with less or no service in the district shall not be awarded such position unless the applicant’s qualifications, as determined by the Board of Education, clearly exceed the qualifications of an applicant of greater service. “Service” in the district for purpose of this Agreement shall mean continuous employment in a school of the district, excluding substitute service, irrespective of tenure status. In filling vacancies, the Board shall consider professional qualifications, background, experience, competency, and length of service in District, attainments, and other relevant factors, of all applicants from within the school district as well as applicants from outside the school district. The parties recognize that the filling of vacancies is a prerogative of the Board and the decision of the Board with respect to such matters shall be final, and not subject to the grievance procedure unless procedures of Section D are violated.

Specialty teachers (P.E., art, music, special education and preschool) not having taught a class and/or subject in this school district outside the specialty areas may apply for a position outside their specialty area. This transfer or assignment will require the approval of the Superintendent and the Board. If lay-offs are involved, the lay-off procedure stated in this contract will take precedence.

- E. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer or assignment. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure THROUGH LEVEL THREE.
  
- F. Any teacher who shall be PROMOTED to a supervisory or administrative position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such PROMOTION to supervisory or executive status.

## ARTICLE 11

### Illness or Disability, Personal Business, Unpaid Leaves of Absence

- A. Each teacher will be granted ten (10) days sick leave of absence per year. Teachers newly employed shall not receive sick leave allowance until such time as they have actually reported for duty and have provided service for not less than one day. Sick leave of absence shall be cumulative to one hundred (100) days for reasons of personal illness. The teacher may use all or any portion of his or her leave to recover from his or her own illness or disability, which shall include childbirth and complications of pregnancy.
- B. Teachers who had 100 accumulated sick days at the beginning of a school year shall be granted 10 extra days for that year. If those days are not used the teacher will revert to 100 days at the end of the school year. Teachers cannot accumulate more than 100 days. Teachers who go into a school year with 100 sick days shall qualify for unused sick day pay. For zero (0) used sick days the teacher will receive \$250., for one (1) used sick day \$150, and for two (2) used sick days \$50.00. Pay will be included in the next regular pay after school is out.
- C. Any teacher whose personal illness or disability, including childbirth and complications of pregnancy, extends beyond the period compensated under Section A shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability, including childbirth and complications of pregnancy, up to one (1) calendar year for tenure teachers and up to June 1<sup>st</sup> of the current school year for probationary teachers. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
- D. Leaves of absence with pay chargeable against the teacher's sick leave allowance may be granted for the following reasons:
1. A maximum of ten (10) days per school year for illness in the immediate family. IN HARDSHIP CASES, A TEACHER MAY FILE A WRITTEN REQUEST, WITH THE BOARD, FOR USE OF ADDITIONAL ACCUMULATED SICK LEAVE DAYS. THE DECISION OF THE BOARD WILL BE FINAL AND THIS DECISION WILL NOT BE SUBJECT TO ARBITRATION. Immediate family shall be defined as spouse, parents, children, brother, sister, mother-in-law, father-in-law, grandparent, grandchild or any person for whom a teacher has care, control, and custody.
  2. Doctor, dentist or other appointments dealing directly with the teacher's health, but excluding routine medical appointments.
  3. One (1) day, except when travel requires additional time, for attendance at school graduation of a son, daughter, husband or wife, with Superintendent approval or his designee.
  4. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance, with administrative approval.

E. Leaves of absence with pay not chargeable against teacher's sick leave allowance shall be granted for the following reasons:

1. Death Leaves – Three (3) days per incident using present immediate family definition with additional days approved by the Board only.
2. Court Appearance as a witness in any case connected with the teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceeding.
3. At the beginning of every school year, each teacher shall be credited with time to be used for the teacher's professional business. Professional business days shall be used for purpose of:
  - a. visitation to view other instructional techniques or programs;
  - b. conferences, workshops, or seminars conducted by colleges, universities, or other professional organizations. The teacher planning to use a professional business day, shall apply at least three (3) days in advance. Professional business days will be taken only with the prior approval of the administration, which may deny teachers' requests if funds are lacking or if the administration determines the activity not to be worthwhile. The teacher shall be requested to file a written report within one (1) week of his attendance at such visitation, conference, workshop or seminar.
4. Personal business days – Two (2) days, for the conduct of personal affairs, which cannot be handled normally outside school hours. All medical situations shall be covered under Paragraph A.
  - a. The day immediately preceding or the day immediately following a school vacation will not be recognized by the Board as a personal leave day with the exception, however, of such cases, which may cause undue hardship on the individual concerned. Circumstances presenting unusual conditions will be reviewed upon request by the Principal to determine whether such time will be granted.
  - b. No personal day will be granted for the first or last day of the school year.
  - c. Personal leave shall not be used for self-employment activities, regular employment, or the seeking of other employment, or for social, recreational, vacation, or other similar purposes.

Each request for personal leave shall be in writing.

The teacher shall prepare necessary lesson plans or other professional materials necessary for the performance of the teacher's duties by a substitute.

The Employer shall not be required to grant leave on any one day to more than two (2) teachers from any one building.

F. Leaves of absence without pay may be granted upon application for the following purposes:

1. Study related to the teacher's licensed field.
2. Study to meet eligibility requirement for a license other than that held by the teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system.

4. Upon return from such leave, the teacher shall be assigned to the same position, if available, or a substantially equivalent position when available, as he held prior to taking the leave. The regular salary increment occurring during such period shall be allowed.
- G. At the beginning of each school year, the Association shall be credited with a pool of ten (10) Association business leave days with pay. These days shall be used at the direction and discretion of the Association for Association-related business, and shall not be used for more than two (2) consecutive school days by any one teacher. The appropriate building principal shall be notified three (3) days in advance of the use of an Association business day. The Association shall fully reimburse the Board for the cost of substitutes necessitated by the use of Association business days.

## ARTICLE 12

### Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.
- B. Academic freedom shall be guaranteed to teachers to study, to investigate, to interpret facts and ideas concerning man, human society, the physical and biological world, and other branches of learning commensurate with the law of the State of Michigan and approved curriculum guides of the Constantine Public Schools. Library materials and adopted textbooks shall be considered as part of the approved curriculum guides. In the absence of an approved curriculum guide, the principal's approval will be required.
- C. Academic freedom carries with it many responsibilities when we consider that students in public schools are in fact a captive audience.
  - 1. Teachers have an obligation to preserve an attitude of impartiality when dealing with controversial issues in classroom situations.
  - 2. Not all topics are suitable for discussion by children of any age.
  - 3. Good judgment must be used by teachers in the timing of teaching controversial issues.
  - 4. The role of the teacher in the presentation of controversial issues may be delicate but is not impossible.



## ARTICLE 13

### Teacher Evaluation

- A. The performance of all teachers shall be evaluated in writing in accordance with the Michigan Teachers Tenure Act. No teacher shall be evaluated on the day immediately preceding or following a vacation period.

Two copies of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten days thereafter, one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and follow the grievance procedure (article 25 p. 33-34) through level two (2). All level results will be put in writing, attached to the evaluation, and placed in the teacher's file. All evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association.

- B. Evaluation shall be conducted by the teacher's building principal, or assistant principal, or other full-time administrator assigned by the Superintendent. However, if a teacher receives an unsatisfactory evaluation, or is teaching in a specialized area, the Board may retain qualified individuals in that educational field to evaluate the teacher.

No teacher shall be solely evaluated in any field that he is not adequately trained to teach.

- C. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, or has had sufficient notice to be present.
- E. No later than April 30 of the current school year, probationary teachers will be furnished with a copy of their written evaluation, which will be presented to the Superintendent of Schools. A copy may also be furnished to the Association if the teacher so requests. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher according to the provision of the Michigan Tenure Law.
- F. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information, if available:

All Teacher Evaluation Reports  
Copies of Annual Contracts  
Tenure Recommendation

Copy of Teaching Certificate  
A Transcript of Academic Records

- G. No teacher shall be evaluated in any extra-curricular duty assignment when specific written job descriptions have not been mutually agreed upon by the Board, the Teacher, and the Association.

## ARTICLE 14

### Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning. Any order which the teacher considers to be threatening to physical safety or well being or is professionally demeaning shall be reported, in writing, to the Superintendent of School's Office within two (2) business days.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building.
- C. No teacher shall be disciplined, reprimanded or reduced in rank or compensation for disciplinary reasons, without just cause. Any such discipline, reprimand, or disciplinary reduction in rank or compensation, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

## ARTICLE 15

### Professional Improvement

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, and participation in community educational projects.
- B. One evening in-service session may be scheduled, and all teachers will be expected to attend, provided that:
  1. A teacher who is unable to attend because of illness or disability will not have the time counted against his/her accumulated sick leave, nor be docked any pay; and provided further that:
  2. A teacher who has an irreconcilable conflict on the date or time of the in-service shall be excused from attending without being docked pay nor subjected to reprimand, provided that the teacher informs his/her principal of the irreconcilable conflict twenty-four hours prior to the in-service, except in the case of an emergency. An "irreconcilable conflict" shall be defined as the real necessity for a teacher to be present in another place for another purpose or function which cannot be rescheduled, or where a teacher is needed in an emergency situation.
  3. The Board will consult with the Association concerning the subject and the date of the in-service.

## ARTICLE 16

### School Improvement

- A. The parties support the initiative to improve the quality of the educational programs of the district. To that end school improvement teams shall be in place in each building. The district shall provide \$5,000 for each building. The budget for the expenditure of this fund shall be developed by the building school improvement team, and approved by the Board of Education as prescribed by law.

## ARTICLE 17

### Maintenance of Standards

- A. Teaching hours, relief periods, and leaves shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.
- B. All other conditions of employment and general working conditions shall be maintained except as student enrollment and/or lack of funds require changes. Full facts and information concerning such changes shall be furnished to the Association.

## ARTICLE 18

### Layoff and Recall Procedures

- A. When the Board determines that a reduction in teacher personnel is necessary, the Board agrees to use all the following criteria:
1. Seniority
  2. Certification
  3. Tenure Status
  4. Qualifications
- B. For purposes of this Article, a teacher shall be qualified if he or she is assigned to a field of study in which he/she has a major or minor, or for those teachers employed and assigned to teach a subject outside their major or minor fields, he/she must have taught that subject or certification level during the last five years, in the Constantine School District, and the teacher must satisfy North Central Accreditation Standards.
- C. For purposes of the Article, seniority shall be defined as an employee's length of continuous service with the school district from the employee's last date of hire. When two or more employees have the same years of service and dates of hire, they will be ranked in order of their respective Board approval dates. When two or more employees have the same Board approval dates, they will be ranked by having the most graduate hours beyond the BA or BS degree. If still tied a lottery will be used. Seniority shall accrue during Board approved leaves of absence. Seniority shall be frozen for the duration of a layoff period.
1. No later than thirty (30) days following the implementation of this Agreement, and by every November 30 thereafter, the District shall prepare a seniority list, ranking employees in order of their seniority. In the circumstances where the lottery is necessary (see paragraph C above), all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.
  2. A copy of the seniority list shall be given to the Association upon its written request.
  3. The seniority list agreed to and signed on February 3, 1992 shall be accepted as a correct list as of that date, and not subject to further grievance.
  4. Unit members employed in a teaching capacity of 50% or more of a normal load will accrue a full year seniority. Association members who teach less than 50% of a full load will have their seniority pro-rated according to the teaching load assigned. This procedure shall begin with the 1992/93 school year and shall not be applied retroactively.
- D. Teachers will not be entitled to any compensation or fringe benefits while on layoff. However, subject to approval and regulations of the carrier, teachers will be allowed to make premium payments toward health insurance.



E. All layoff notices must be mailed no later than August 20<sup>th</sup> of any given year. Notification of layoff shall be in writing and sent by either certified or registered letter. Notification shall also include a copy of such notification to the Association President. Notification mailed to the teacher's last known address on file with the Superintendent's Office, shall be deemed sufficient notice to the teacher.

F. Recall

1. Teachers will be recalled to duty in accordance with the law. The Board agrees to recall teachers in inverse order of their layoff provided they are certified and qualified for the position being filled. The opportunity for recall shall only occur when more teaching positions exist than the number of teachers on active duty
2. Notice of recall shall be sent by registered or certified mail to the last official address of the employee as reflected by the employer's records. It is the responsibility of the employee to inform the Board of any changes of address. If an employee fails to notify the Board of intent to return on the date specified in the notice within ten (10) calendar days of the receipt of said notice, or within ten (10) calendar days from the date the notice is determined undeliverable, whichever comes first. This shall constitute the employee's voluntary resignation and automatic termination of his/her individual employment contract and any other employment relationship with the Board. The "ten (10) calendar days undeliverable" grace period shall toll from the date the Association is notified. The Association will receive a copy of all recall notices at the time of their meeting.
3. Any contractual right to recall under this Agreement shall end when the laid-off teacher does not have recall rights under the Michigan Teachers Tenure Act.

G. Teachers shall inform the Superintendent, in writing, of any contemplated changes in certification or qualifications by May 1<sup>st</sup> of each year. Changes in a teacher's certification or qualifications which cannot be properly substantiated by August 15<sup>th</sup> shall not entitle the teacher to be assigned to a position for which the teacher becomes newly certified or qualified. A teacher who becomes newly certified or qualified while on layoff status will be eligible for recall to a vacancy, but will not be permitted to displace a currently employed teacher regardless of seniority.

## ARTICLE 19

### Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes, which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, and the Board agrees it will not engage in any lockout, as defined by Section I of the Public Employment Relations Act.

## ARTICLE 20

### School Calendar

- A. The 1998-99 school calendar, as adopted, shall be set forth in Appendix A. Prior to adoption by the Board of the annual school calendar for subsequent years during the term of this Agreement, the Board agrees to negotiate the content thereof with representatives of the Association. When the calendar is agreed upon, it must satisfy requirements pertaining to minimum number of days and hours of instruction set forth in Section 1284 of the Revised School Code. In addition, it must satisfy the professional development day requirements set forth in Section 1527 of the Revised School Code.
- B. Scheduled days of student instruction, which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions will be rescheduled, at the end of the regular school year to the extent permitted by law to insure that the district meets the annual instructional minimum number of days and hours required by law and Department of Education requirements so as to qualify the district for full state aid. Scheduled hours of student instruction which are not held because of delays may also be rescheduled in the event it is necessary to do so to satisfy State requirements pertaining to hours of pupil instruction. Teachers will receive their regular pay for days that are canceled or delayed but shall work the rescheduled days or hours with no additional compensation. Total annual salary is based upon the contracted number of days required during the entire school year.
- C. The Board of Education shall not be required to cancel a "work day" (i.e., a day when teachers report but students are not in session such as an end of semester grading day, a parent teacher conference day, or an in-service day) or that portion of any day which is so scheduled. However, the Board may do so in its discretion. The Board shall not be required to reschedule a "work day" or a partial "work day" which is canceled, but may do so in its discretion, provided the total amount of work time is not increased.
- D. When session days are delayed, teachers will report at least fifteen (15) minutes before the opening of the students' rescheduled school day. It is understood that the normal day may have to be revised when the beginning of the day is delayed. However, the school day will not be extended beyond the normal close of the school day. On any scheduled student session days when students do not report, it is agreed that bargaining unit members will be excused from reporting for duty unless it is a partial "work day" referred to above.
- E. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities in addition to the current two (2) days, it is agreed that for these specific days bargaining unit members shall be excused from reporting to duty without loss of pay. These specific days lost due to school closing under the foregoing circumstances shall not be rescheduled. To the extent that any other provision of this agreement is inconsistent with the foregoing, such provision shall be null and void to the extent of the inconsistency.

- F. In the event a teacher receives unemployment compensation benefits (which as used herein also includes "under-employment benefits") during the school year (associated with his/her regular teaching assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons.
- G. Any decision to cancel days, or delay the starting time, shall not be grievable.

## ARTICLE 21

### Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B, which is attached to and incorporated in this Agreement.
- B. All teachers newly employed may be given full credit on the salary schedule set forth in Schedule B for full years of outside teaching experience in any school district in the State of Michigan and/or other teaching experience for which credit is allowed.
- C. The salary schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.
- D. Teachers involved in extra-duty assignments set forth in Schedules B-1 and B-2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of \$.28 per mile.

Approved trip mileage:      \$.28 per mile for approved trips

## ARTICLE 22

### Student Discipline and Teacher Protection

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that, when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

A written statement of discipline guideline will be distributed to the teachers by the Board or its representative sometime during the first two weeks that school is in session each school year.

- C. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.
- D. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- E. Any case of assault upon a teacher shall be reported promptly to the Board or its designated representative. The Board will provide legal counsel or advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. Time lost by a teacher to meet with attorneys, police or judicial authorities in connection with any incident mentioned in this Article or school-connected lawsuit shall not be charged against the teacher if found innocent or provided the teacher has acted appropriately as determined by the proper forum of jurisdiction.
- G. Upon approval of the principal, the Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of teacher while on duty in the school or on a school assignment. The maximum to be paid is \$100 per incident, or up to no more than \$300 per year. (The maximums \$100 per incident and \$300 per year) may be increased to \$200 per incident and \$600 per year only by approval of the Board of Education. The Board's decision concerning the increased amounts is not subject to arbitration).
- H. No action shall be taken upon any complaint by a parent of a student directed toward a teacher; nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

## **ARTICLE 23**

### **Student Grading**

- A. The parties agree that the evaluation of student performance is the responsibility of the professional staff working within the framework of the Board's policy on grading.
- B. Any changing of a student's grade must be done in accordance with Board policy and/or applicable state law.



## ARTICLE 24

### Insurance Protection

- A. The Board of Education shall pay the cost of premiums for family medical and hospitalization group health insurance coverage for each participating full-time teacher (in the category single, two person, or full family, as applicable). The Board reserves the right to bid and name the insurance carrier. For the duration of this contract the Board names MESSA as the carrier, with any increase over 6% in each of the last two years, to be split between the employer and the employee.
- B. Those teachers not selecting health insurance coverage through the District will have an amount equal to the MESSA Super Med I with MESSA care plan single subscriber rate per month applied toward the MESSA Option programs (except dental) as described in appropriate brochures, or the MEFSA Tax Deferred Annuity Program.
- Any amounts exceeding the Board subsidy shall be payroll deducted. If a husband and wife are both members of the bargaining unit, no more than one shall elect health insurance coverage. An open enrollment period shall be provided whenever approved by the carrier.
- C. The Board shall provide for each member of the bargaining unit Delta Dental program D-04 60-60-60- 600 or its equivalent with COB. The Board shall bid and select the carrier for the program.
- D. The Board's insurance contribution shall begin in September of each year and continue for twelve (12) months. A teacher employed on either a regular half-day or half-year basis will be entitled to one-half the contributions paid for a full-time teacher. (Insurance benefits for part-time covered teachers will be prorated).
- E. Teachers must make application for the insurance coverage within fifteen (15) days of employment or during any open enrollment period.

## ARTICLE 25

### Professional Grievance Procedure

- A. A claim by a teacher of the Association that there has been a violation of any provision of this master contract may be processed as a grievance as hereinafter provided.
- B. If any teacher has a complaint regarding any condition of employment covered by the Michigan Teacher Tenure Act, such complaint or grievance shall be dealt with exclusively through the provision of said Act and the established procedures thereof.
- C. Limitations – The following matters shall not be submitted to arbitration under the procedure outlined in this article:
1. The termination of services of, or failure to re-employ any probationary teacher.
  2. Any dispute within the jurisdiction of a State or federal agency.
  3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
  4. Any dispute concerning the content of an evaluation or the content of an insurance policy.
- D. For the purposes of this article, “days” will be defined as; days that school is in session during the academic year and days that the central office is open for business during the summer break period between academic years.
- E. Level One. Within seven (7) days of the alleged violation, the teacher with a grievance shall discuss it with his/her immediate supervisor or principal, individually or together with his/her Association representative. In the event the aggrieved person is not satisfied with the disposition of his grievance, he/she then, within four (4) days of the discussion, may invoke the formal grievance procedure.
- F. The grievant OR ASSOCIATION may invoke the formal grievance procedure on the form illustrated in Schedule C, signed by the grievant and/or an Association Officer. A copy of the grievance form shall be delivered to the principal or supervisor and to the Superintendent. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.
- G. Level Two. Within seven (7) days of receipt of the grievance, the Superintendent shall meet with the principal or supervisor and the Association representatives in an effort to resolve the grievance. Within seven (7) days OF such meeting, the superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Association.
- H. Level Three. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within seven (7) days of such meeting or eight (8) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Board within seven (7) days by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such a grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

- I. Level Four. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within fifteen (15) days to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- J. The fees and expenses of the arbitrator shall be shared equally by the parties.
- K. If any teacher for whom a grievance is sustained through arbitration shall be found to have been discharged unjustly, he shall be reinstated with reimbursement of compensation to be determined by the arbitrator.
- L. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- M. If an individual teacher has a personal complaint, which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.
- N. It shall be the general practice of all parties involved to process grievance procedures during times which do not interfere with assigned duties. However, in the event it is agreed by the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure with any representative of the Board shall be released from assigned duties without loss of salary.

## ARTICLE 26

### Professional Study Committee

- A. There is hereby established a permanent "Professional Study Committee" (PSC) composed of not more than ten (10) members. The teachers may select no more than five (5) teachers from within the bargaining unit, and the Board may select no more than five (5) administrators.
- B. The PSC shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system.
- C. The PSC is empowered to appoint subcommittees to study and report upon any mutually agreed upon subject.
- D. All reports of the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.
- E. Subjects of study by subcommittees shall include but not be limited to:
  - 1. Discipline policy
  - 2. Evaluation of teachers
  - 3. Development of curriculum
  - 4. Class size

Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved no subcommittee shall be reactivated except by mutual consent of the members of the PSC.

- F. The parties agree that the PSC and its subcommittees serve in an advisory capacity only.
- G. The clerical expenses of the PSC and its subcommittees shall be borne by the Board.
- H. There is hereby established a salary credit in-service program under the leadership of the PSC as outlined below:
  - 1. All programs must receive prior approval by the Superintendent. The discussion and study of these programs, should be channeled, whenever possible, through the PSC and receive the recommendation of this body.
  - 2. Credit earned through local in-service programs shall be on the basis of 15 hours of instruction as equal to one (1) credit hour for salary purposes.
  - 3. A maximum of five (5) in-service credit hours may be applied in qualifying for each step of the salary schedule.
  - 4. The superintendent shall have the right to evaluate individual programs and grant or deny in-service credit or advise any individual not to enroll in any in-service program.
  - 5. No teacher shall earn more than four (4) in-service credit hours in any one school year.

## ARTICLE 27

### Miscellaneous Provisions

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of the Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms.
- D. If any provision of the 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, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented as soon as possible to all teachers now employed or hereafter employed.
- F. For all teachers the price of hot lunch in the school cafeteria shall not exceed more than thirty-five cents (\$.35) over the high school student price.
- G. At the beginning of each school year a record of accumulative sick leave shall be provided for each teacher.
- H. Upon request of an individual teacher, deductions for one (1) credit union, approved by members of the local bargaining unit, shall be handled through the school payroll.
- I. Principals shall inform teachers of a number they may call to report unavailability for work. Teachers shall make every effort to provide the principal or his/her designee with sufficient and reasonable notice.
- J. By March 1st or any time thereafter with fifteen (15) days notice prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the following school year.
- K. The parties agree that no teacher will receive more than a \$3,000 increase in any one of the three years of this contract, unless they have satisfied their hours and are moving across on the salary schedule. Then they shall not receive more than \$3,500 in any one year of this contract.
- L. No more than ten (10) annuity companies will be open to employees. No new annuity company will be added to the current approved list, unless the company has been mutually approved by Board and Association, and eight (8) or more employees have signed agreements on file with the business office.

## ARTICLE 28

### Duration of Agreement

This Agreement shall be effective as of August 25, 1998 and shall continue in effect until August 25, 2001.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

#### SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION

By Dale W. Wentz PRESIDENT  
Title

By Roger Conner V.P. CEA  
Title

By Chuck Colby negotiator  
Title

By \_\_\_\_\_  
Title

By \_\_\_\_\_  
Title

By \_\_\_\_\_  
Title

#### BOARD OF EDUCATION

By Sandra L. Russell  
Its President

By Marla King  
Its Secretary

By Cheryl L. Marks  
Member

By Peter S. Moor  
Member

By Marsha Miller  
Member

By Neil Kentner  
Member

Dated this 10th day of February, 1999



St. Joseph County Intermediate School District  
**1998-99 Common Calendar**  
 (Based on 181 membership days for students)

**APPROVED 8/25/98**

**JULY, 1998**

M	T	W	T	F
		1	2	
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

3 Celebrate Independence Day

**AUGUST, 1998**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

25 Students Report  
 26 Consortium Students Report  
 5 membership days

**SEPTEMBER, 1998**

M	T	W	T	F
	1	2	3	4
	8	9	10	11
14	15	16	17	18
	22	23	24	25
28	29	30		

7 Labor Day - No Classes  
 21 Fair Day - No Classes  
 20 membership days

**OCTOBER, 1998**

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

22 membership days

**NOVEMBER, 1998**

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

6 Parent Teacher Conference - No Classes  
 26 - 27 Thanksgiving - No Classes  
 18 membership days  
 4&5 1/2 Day Students

**DECEMBER, 1998**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21 - 31 Winter Recess - No Classes				

21 - 31 Winter Recess - No Classes  
 14 membership days

**JANUARY, 1999**

M	T	W	T	F
4	5	6	7	8
11	12	13	14	15
	19	20	21	22
25	26	27	28	29

MEAP TESTING WINDOW:  
 January 25 - February 12

1 Winter Recess - No Classes  
 18 Martin Luther King Day - No Classes  
 19 membership days  
 8 Staff - 1/2 Inserv. & 1/2 Rec.

**FEBRUARY, 1999**

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
		17	18	19
22	23	24	25	26

15 & 16 Mid-Winter Break - No Classes  
 18 membership days

**MARCH, 1999**

M	T	W	T	F
1	2	3	4	5
8	9	10	11	
15	16	17	18	19
22	23	24	25	26
29	30	31		

12 No Classes\*  
 22 membership days  
 \*12 (possible snow day makeup)

15&16 Snow Day Makeup Days

**MAY, 1999**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

31 Memorial Day - No Classes  
 29 membership days

**JUNE, 1999**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

9 Last Day for Consortium Students  
 9 Last Day for Students 1/2 Day  
 7 membership days

HSPT Testing Window: Last 30 days of school. Local districts will choose their own testing schedule.

This calendar meets or exceeds the hour requirements as authorized by Section 1284 of PA 289.

 Staff Reports  
  Students Report or Students Last Day  
  No School  
  1/2 Day  
  End of Meeting Period  
  End of Semester  
  Staff Day



CONSTANTINE PUBLIC SCHOOLS  
Constantine, Michigan

**1998 – 1999 School Calendar**

August 24	Teacher Orientation - Inservice
August 25	<b><i>First Day of School</i></b> (Students-1: 30 dismissal)
September 7	Labor Day – No School
September 21	Fair Day – No School
November 4	Parent/Teacher Conferences (Students-1: 30 dismissal)
November 5	Parent/Teacher Conferences (Students & Staff 1:30 dismissal)
November 6	No School
November 26-27	Thanksgiving Recess – No School
Dec. 21 – Jan. 1	No School - Winter Recess
January 18	No School–Martin Luther King Day (Staff ½ Inservice – ½ Records)
February 15-16	<del>No School—Mid-Winter Break—</del> Snow Day Makeup Days
March 12	No School – (Possible Snow Day Makeup)
April 2-9	No School – Spring Break
May 31	No School – Memorial Day
June 9	Half Day (Students-11: 30 dismissal) <b><i>LAST DAY OF SCHOOL</i></b> Full Day for Staff (Records Day)

Calendar is subject to revision for makeup of “inclement weather” day(s), pursuant to meet or exceed the hour requirements as authorized by Section 101(6) of the 1994/95 State School Aid Act.

Inclement weather days beyond two (2) will be made up at the Mid-Winter Break or March 12, 1999, unless such days occur within five (5) school days of the Break; then inclement weather days will be made up at the end of the school year.

Inservice days will not be used for inclement weather make-up days.

(February 8, 1999)

CONSTANTINE PUBLIC SCHOOLS  
Constantine, Michigan

**Appendix B-1**  
(% of BA Base Salary)

	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>4<sup>th</sup> Year</u>	<u>5<sup>th</sup> Year</u>
<b>MUSIC</b>					
Band Director:					
School Year	15	16	17	18	20
6 Wk-Summer Program	10	10	11	12	13
Assistant Band Director	7	7	8	9	10
Vocal Director	2	3	3	3	4
Riverside Choristers	3	3	3	4	4
Guidance Director, High School	10	11	12	13	15
<b>CLASS SPONSORS:</b>					
Freshman Class	1	1	1	1	1
Sophomore Class	1	1	1	1	1
Junior Class	3	4	4	5	5
Senior Class	3	4	4	5	5
Musicals (each)	3	3	3	4	4
Plays (each)	3	3	3	4	4
M.S./H.S. Journalism/Yearbook	3	3	3	4	4
M.S. Student Council	2	2	2	3	3
H.S. Student Senate	2	2	3	3	3
National Honor Society	1	1	1	1	1
Varsity Club	1	1	1	1	1
Mentor	2	1.5	1	1	1

**HOURLY RATES**

	<u>1998/1999</u>	<u>1999/2000</u>	<u>2000/2001</u>
Driver Education & other extra teaching hours	16.84	17.26	17.69
Mutually approved non-teaching time	12.80	13.12	13.44
Internal Sub. Reimbursement per period	13.73	14.07	14.42

*The Board reserves the right not to fill any position.*

(Rev. 2/1/99)

CONSTANTINE PUBLIC SCHOOLS  
Constantine, Michigan

**Appendix B-2**  
(% of BA Base Salary)

	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>4<sup>th</sup> Year</u>	<u>5<sup>th</sup> Year</u>
<b><u>FOOTBALL</u></b>					
High School:					
Head Varsity	10	11	12	13	15
Assistants (4)	7	7	8	9	10
Middle School:					
8 <sup>th</sup> Grade	3	3	3	4	4
7 <sup>th</sup> Grade	3	3	3	4	4
Assistants (*)	\$500	\$500	\$500	\$500	\$500
<b><u>CROSS COUNTRY</u></b>					
High School:					
Head Varsity	7	7	8	9	10
Assistant (*)	4	4	5	5	6
Middle School (*)	3	3	4	4	5
<b><u>BOYS BASKETBALL</u></b>					
High School:					
Head Varsity	10	11	12	13	15
Var. Assistant	4	4	5	5	6
Assistants (2)	7	7	8	9	10
Middle School:					
8 <sup>th</sup> Grade	4	4	5	5	6
7 <sup>th</sup> Grade	4	4	5	5	6
Assistants (2*)	\$500	\$500	\$500	\$500	\$500
<b><u>GIRLS BASKETBALL</u></b>					
High School:					
Head Varsity	10	11	12	13	15
Var. Assistant	4	4	5	5	6
Assistants (2*)	7	7	8	9	10
Middle School:					
8 <sup>th</sup> Grade	4	4	5	5	6
7 <sup>th</sup> Grade	4	4	5	5	6
Assistants (2*)	\$500	\$500	\$500	\$500	\$500

\* If numbers are great enough to warrant the position

	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>4<sup>th</sup> Year</u>	<u>5<sup>th</sup> Year</u>
<b><u>WRESTLING</u></b>					
High School:					
Head Varsity	10	11	12	13	15
Assistant (1)	7	7	8	9	10
Extra Ass't. (1)	\$500				
Middle School:					
Assistant (*)	4	4	5	5	6
	\$500	\$500	\$500	\$500	\$500
<b><u>GOLF</u></b>					
Head Varsity**	6	6	7	7	8
Assistant	3	3	4	4	5
<b><u>VOLLEYBALL</u></b>					
High School:					
Head Varsity	10	11	12	13	15
Var. Assistant	4	4	5	5	6
Assistants (2)	7	7	8	9	10
Middle School:					
8 <sup>th</sup> Grade	3	3	4	4	5
7 <sup>th</sup> Grade	3	3	4	4	5
Assistants (2*)	\$500	\$500	\$500	\$500	\$500
<b><u>TENNIS</u></b>					
Head Varsity	6	6	7	7	8
Assistant	3	3	4	4	5
<b><u>BASEBALL &amp; SOFTBALL</u></b>					
Head Varsity	7	8	9	10	12
Var. Assistant	\$750				
JV	5	5	6	7	8
JV Assistant	\$500				
<b><u>TRACK</u></b>					
High School:					
Head Varsity	7	8	9	10	12
Assistant	5	5	6	7	8
2 <sup>nd</sup> Assistant (*)	\$500				
Middle School:					
Assistant (*)	4	4	5	5	6
	3	3	3	3	3

\*\*Present Head Varsity Golf Coach (on record for the 1998/1999 school year) grandfathered on Step 5 @ 10%

\* If numbers are great enough to warrant the position

	<u>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>4<sup>th</sup> Year</u>	<u>5<sup>th</sup> Year</u>
<b><u>CHEERLEADING</u></b>					
High School:					
Head Varsity	7	7	8	8	9
Assistant	5	5	6	6	7
Middle School	4	4	5	5	6

*The Board reserves the right not to fill any position.*

(Rev. 2/1/99)

\* If numbers are great enough to warrant the position

# 1998-1999 Salary Schedule

27242

B.A.		B.A. + 20		B.A. + 40 or M.A.		M.A. + 10		M.A. + 20	
Index	Yrs. Exp.	Index	Yrs. Exp.	Index	Yrs. Exp.	Index	Yrs. Exp.	Index	Yrs. Exp.
1.00	0	27242	0	28604	0	29666	0	30239	0
1.05	1	28604	1	29666	1	31328	1	31601	1
1.10	2	29666	2	31328	2	32690	2	32963	2
1.15	3	31328	3	32690	3	34053	3	34325	3
1.20	4	32690	4	34053	4	35415	4	35687	4
1.25	5	34053	5	35415	5	36777	5	37049	5
			6	36777	6	38139	6	38411	6
			7	38139	7	39501	7	39773	7
			8	39501	8	40863	8	41135	8
					9	42225	9	42498	9
					10	43587	10	43860	10
					11	44949	11	45222	11
					12	46311	12	46584	12
					13	48491	13	48763	13

Anyone at a frozen position, will never receive less than the highest step in their education column.

After the 1997-98 school year a person who is coaching two (2) or more sports can apply for an extension to reach the hour requirement for the horizontal move. If the extension is granted they would continue to advance on the salary schedule in the column they are in. Approval for the extension of these time-lines will rest with the Superintendent.

Longevity: (based on years in this district only)

14-19 yrs.	\$425
20-24 yrs.	\$600
25+ yrs.	\$800

Teachers receiving longevity in prior contract without the required years of service, shall be considered "grandfathered", and will continue receiving \$425 until they satisfy years of service to move to the next level.





# 2000-2001 Salary Schedule

28621

Index	B.A.		B.A. + 20		B.A. + 40 or M.A.		M.A. + 10		M.A. + 20					
	Yrs. Exp.	A	Index	Yrs. Exp.	Index	Yrs. Exp.	Index	Yrs. Exp.	Index	Yrs. Exp.				
1.00	0	28621	1.05	0	30052	1.10	0	31483	1.11	0	31769	1.12	0	32056
1.05	1	30052	1.10	1	31483	1.15	1	32914	1.16	1	33200	1.17	1	33487
1.10	2	31483	1.15	2	32914	1.20	2	34345	1.21	2	34632	1.22	2	34918
1.15	3	32914	1.20	3	34345	1.25	3	35776	1.26	3	36063	1.27	3	36349
1.20	4	34345	1.25	4	35776	1.30	4	37207	1.31	4	37494	1.32	4	37780
1.25	5	35776	1.30	5	37207	1.35	5	38638	1.36	5	38925	1.37	5	39211
			1.35	6	38638	1.40	6	40070	1.41	6	40356	1.42	6	40642
			1.40	7	40070	1.45	7	41501	1.46	7	41787	1.47	7	42073
			1.45	8	41501	1.50	8	42932	1.51	8	43218	1.52	8	43504
						1.55	9	44363	1.56	9	44649	1.57	9	44935
						1.60	10	45794	1.61	10	46080	1.62	10	46366
						1.65	11	47225	1.66	11	47511	1.67	11	47797
						1.70	12	48656	1.71	12	48942	1.72	12	49228
						1.78	13	50946	1.79	13	51232	1.80	13	51518

Anyone at a frozen position, will never receive less than the highest step in their education column.

After the 1997-98 school year a person who is coaching two (2) or more sports can apply for an extension to reach the hour requirement for the horizontal move. If the extension is granted they would continue to advance on the salary schedule in the column they are in. Approval for the extension of these time-lines will rest with the Superintendent.

Longevity: (based on years in this district only)

- 14-19 yrs. \$425
- 20-24 yrs. \$600
- 25+ yrs. \$800

Teachers receiving longevity in prior contract without the required years of service, shall be considered "grandfathered", and will continue receiving \$425 until they satisfy years of service to move to the next level.

SCHEDULE C

Professional Grievance Report

School District \_\_\_\_\_ Grievance Number \_\_\_\_\_

School \_\_\_\_\_ Date of Violation \_\_\_\_\_

Date of Grievance \_\_\_\_\_

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

\_\_\_\_\_  
Signature of Grievant (use reverse side for additional  
Signatures if more than one grievant)

\_\_\_\_\_  
Date

PRINCIPAL'S DISPOSITION:

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

ASSOCIATION'S DISPOSITION:

Date: \_\_\_\_\_ SATISFACTORY \_\_\_\_\_ UNSATISFACTORY \_\_\_\_\_

SUPERINTENDENT'S DISPOSITION:

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

ASSOCIATION'S DISPOSITION:

Date: \_\_\_\_\_ SATISFACTORY \_\_\_\_\_ UNSATISFACTORY \_\_\_\_\_

## LETTER OF UNDERSTANDING

between

CONSTANTINE PUBLIC SCHOOLS

and

SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION/CONSTANTINE  
EDUCATION ASSOCIATION

### TRANSITION GUIDELINES – HANDICAPPED STUDENTS

In order to assist handicapped students in making a successful transition from placement in special education classes only to both regular and special education classes pursuant to placement recommendations made by an Individualized Educational Planning Committee, the following Transition Guidelines will be followed:

1. The building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class except for good cause shown. Each of the teacher(s) into whose classroom(s) a student has been placed shall be invited to serve on the IEPC for that student.
2. When requested by the regular classroom teacher in whose class(es) an eligible student is placed, special training or consultant assistance relevant to the student's needs as determined by administration will be provided. However, no teacher shall be required to administer prescription drugs or to undertake certain procedures such as suctioning, catheterization or other medical procedure.
3. The responsible administrator shall make time available for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student when deemed appropriate by the administrator.
4. All members of an IEP Committee shall have the right to convene the Committee for the purpose of reviewing and recommending revisions of the current Individualized Education Program if deemed appropriate, in accordance with procedures set forth in Michigan Special Education Rules.

*[Faint, illegible text, possibly bleed-through from the reverse side of the page]*