

8/17/96

*Caseville Public Schools*

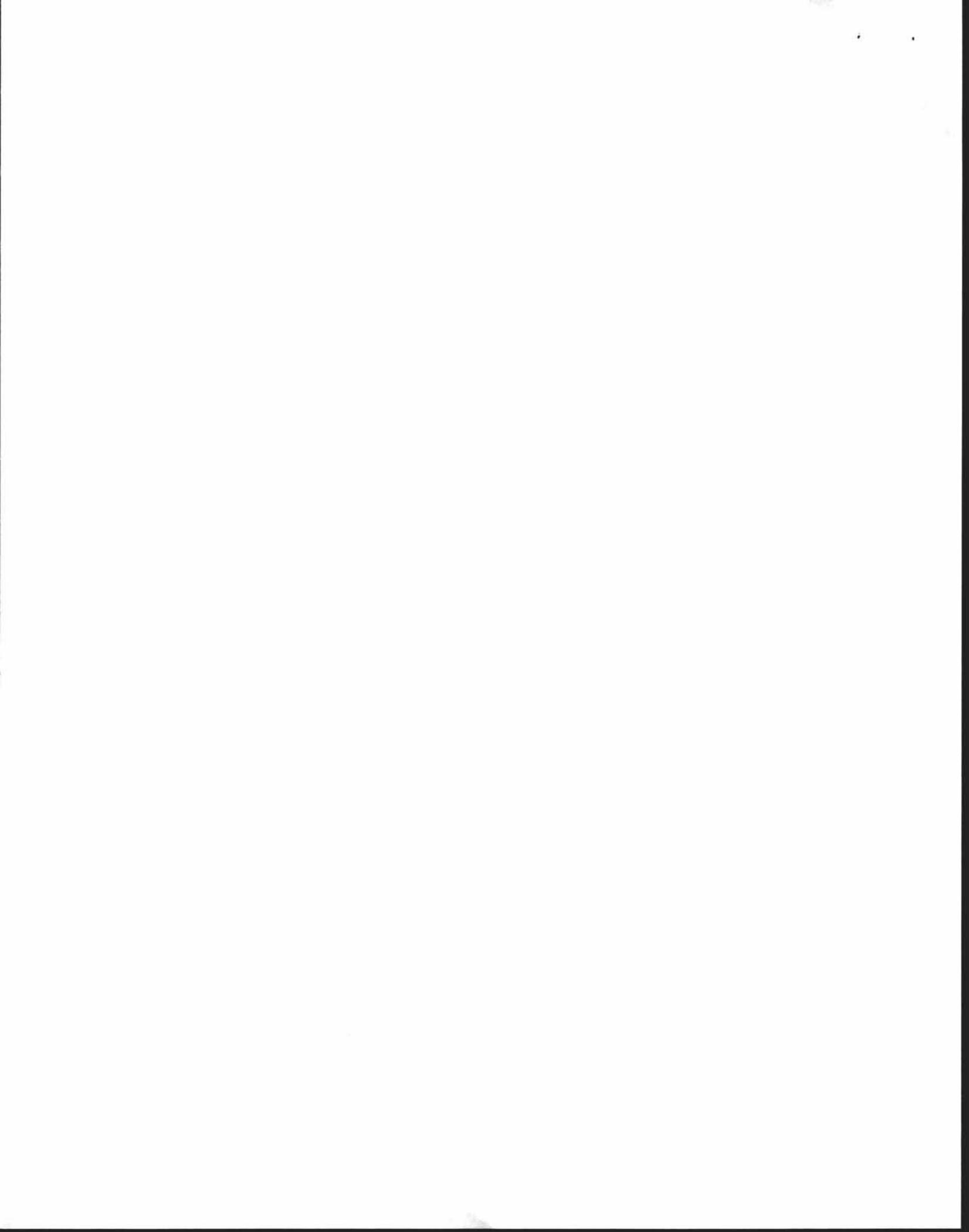
**MASTER AGREEMENT**  
between  
**Caseville Board of Education**  
and  
**Caseville Education Association**  
1994-96



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## MASTER CONTRACT

This agreement entered into, this October 17, 1994, by and between the Board of Education and the Caseville Public School, hereinafter called the "Board" and the Caseville Education Association, hereinafter called the "Association".

### ARTICLE I

#### Recognition

A. Pursuant to Act 379, Public Acts of 1965, amended, the District hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the agreement for all certificated teaching personnel, including classroom teachers on tenure or probation, but excluding: administrators, substitute teachers, supervisors, maintenance and custodial personnel, office workers, cooks, bus drivers, teachers aides and summer personnel.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not consistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

C. By October 1, individual authorization forms shall be furnished by the teachers to the Association and when executed, filed by it with the Board authorizing payroll deductions of membership dues and/or assessments of the Association (in a manner as the Association shall establish.) Dues deducted shall be sent to the Association at the end of each month until all dues are collected.) Membership dues and/or assessments shall be deducted together as one deduction, in 21 equal installments, beginning with the first pay period of the school year, or may be taken out of the paycheck in one lump sum on the first pay period of the school year. The Association shall be responsible for disbursements of MEA and NEA dues paid to it to the treasurer of those organizations. The Board shall not be responsible for discrepancies in such collection if such discrepancies have not resulted from the negligence of the Board or of its agents.

D. The Association agrees to render the Board, including each individual school board member, immune from possible liability in reliance upon signed authorization forms, furnished by the Association, for the purpose of payroll deductions of dues.

E. Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall pay a service fee to the Association in an amount equivalent to the dues uniformly required to be paid by members of the Caseville Education Association, including MEA, NEA and CEA provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided.

F. In the event that a teacher shall not pay such service fee, the Board recognizes the right of the Association to pursue legal remedies outside of the scope of this contract.

G. The Association agrees to advise the Board, on the twenty-ninth (29) day from the date of commencement of teaching duties, of all members of the Association who have joined the Caseville Education Association, and to furnish any other information needed by the Board to fulfill the provision of this article.

## ARTICLE II

### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the bargaining unit defined in Article I, Section A, shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of this membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association and its members shall petition for the use of the school building facilities at reasonable hours for meetings. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises. An Association bulletin board will be available in the faculty workroom and building mailboxes will be available to teachers and the Association.

C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint.

D. With respect to the provisions of this agreement, the Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by reason of race, creed, color, national origin, sex, age, religion, handicap or marital status.

## ARTICLE III

### Management Rights

Management Rights Clause: The Board on its own behalf and on behalf of the electors of the district hereby retains and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vest in it by law and the Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees as related to teaching duties and assignments;
2. to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continual employment, or their dismissal or demotion; and to promote and transfer all such employees in accordance with the master agreement;
3. to establish grades 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. to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature, but recognizing the professional capabilities of teachers the Board will confer with said teachers when making the above decisions;
5. to determine class schedules, the hours of instruction, and the duties, responsibilities and classroom assignments of teachers, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

#### ARTICLE IV

##### Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the two year term of this Agreement, provided, however, that upon written notice to the other party, either may request the reopening of negotiation of such salary schedule or if the State Legislature changes the required number of student days. Teachers shall receive paychecks in 21 or 26 biweekly installments beginning with the first Friday after Labor Day. During vacation periods checks will be mailed to the specified address of the teacher so that they will arrive on the regular pay date.
- B. The salary schedule is based upon a weekly teaching load, as defined in the current school calendar as found in Appendix D, during teaching hours. For extra work the teacher shall be entitled to appropriate additional professional compensation.
- C. It shall be the general practice of all parties in interest to process grievance and negotiations procedures during times which do not interfere with assigned duties provided, 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.
- D. A total of 5 teacher days a year may be used with the teaching staff for the purpose of participation in area or regional Association meetings. These days would be granted without a loss of salary, providing the Association pays for substitutes.
- E. All teachers newly employed shall be allowed up to a maximum of seven years experience on the salary schedule set forth in Schedule A for teaching experience in any school district in the State of Michigan, and other teaching experience for which credit is allowed.
- F. Four dollars (\$4.00) per twenty (20) minutes shall be paid to any teacher taking another's classes in accordance with a time card filled out by the teacher.
- G. Teachers involved in extra duty assignments set forth in Appendix B and C which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Article and the annexed appendixes without deviation upon completion of the activity.

H. A teacher's daily rate is to be determined by dividing his basic salary for the year by the number of days a teacher is required to be on duty as set forth in the current School Calendar.

Personal and sick time shall be calculated on a seven (7) hour day, one hour being 1/7th of a day, 1/2 hour being 1/14th of a day, or 1/4 hour being 1/28th of a day. All time less than 15 minutes will be calculated to a full 15 minutes absence, or 1/28th of a day.

I. Teachers required in the course of their work to drive personal automobiles for field trips or other business of the district shall receive a car allowance of twenty-two cents (.22) per mile when the trips have been approved by the Superintendent.

J. A teacher shall receive a new semi-annual contract when said teacher verifies the completion of requirements for the BA + 20 semester hours, BA + 30, MA or MA + 15 semester hours schedules. All semester hours earned must be at an accredited teacher certification college or center.

K. Board agrees to pay 5% teacher retirement.

L. Beginning in 1191-92, teachers completing more than 16 years of service shall receive a longevity salary payment above that provided for in Appendix A as outlined below, and remitted in accordance with Article IV, Section A.

17-20 years of service .....	\$200
21-25 years of service .....	\$200
26 or more years of service .....	\$200

#### ARTICLE IV-A

##### Insurance Protection

A. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection for the year effective September 1, 1989, or one month following ratification by the Association and Board, whichever comes later, concluding with August 31, 1990, and beginning September 1, in each succeeding year and concluding on August 31. Teachers shall elect one of the following plans:

PLAN A: MESSA Super Care I  
Delta Dental Plan 75/60/75; \$1,200  
Negotiated Life \$20,000 AD&D

PLAN B: \$75 per month toward the purchase of any MESSA/MEFSA option program

The Board agrees to pay 100% of the hospitalization deductible for the 1994-95 and 1995-96 year. This one payment will be made upon the satisfactory submission of a receipt or receipts indicating that the employee has paid the deductible, up to the percentage indicated above.

B. Protection as outlined in Section A will be available at the Board's expense for spouse and/or dependent children, upon the first day of the month following the date the application is approved by the carrier.

C. In the event that an employee's absence because of illness or injury has exhausted sick leave accrual, and has applied for a leave of absence, the teachers insurance option shall be continued in full by the Board through August of the current contract year.

D. It is understood that the Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the carrier.

E. If an employee is hired by the Board after the second pay day in September, the employee will receive the pro-rated portion of the insurance benefit year remaining and will have two weeks, after Board approval of their contract, to make their selection.

## ARTICLE V

### Teaching Hours

A. Teaching hours shall be as follows:

1. Teacher check-in time shall be 8:00 a.m.
2. Teachers shall not leave the school earlier than 3:30 p.m.
3. In case of emergency situations, the teacher's day will start 30 minutes before the student's classes begin and end 15 minutes after the student's day ends.
4. Teachers shall have a 30 minute duty free lunch period each day, unless relinquished in writing by the individual teacher or with exception of inclement weather or emergency situations.
5. All teachers must be at a teaching station, designated by their principal 20 minutes before classes begin, to prepare for the day's classes and assist with the needs of boys and girls.
6. Teachers may, by permission of their principal, check in/out, after or before, the above stated times.
7. The half-day teacher's day will start 30 minutes before their students' classes begin and end 15 minutes after their students' day ends.

B. Elementary teachers will be provided with 20 minutes per day conference time. If it is possible to arrange in the schedule, 30 minutes per day conference time will be provided. This schedule will be made in consultation with a representative of the elementary teaching staff. Secondary teachers will be provided one conference period per day.

C. All teachers shall submit lesson plans every Monday morning; high school teachers to the secondary principal, elementary teachers to the elementary principal. Lesson plans will be kept on file.

D. Teachers shall attend all staff meetings. One staff meeting may be held each month. These meetings will begin 5 minutes after dismissal of the students and will not be longer than 1 hour, 10 minutes. Emergency meetings may be called with a 48-hour notice given to teachers. Such emergency meetings may be held at the established meeting time or between 8:00 a.m. and 8:25 a.m. on any working day.

E. Participation in activities of the school is recommended by the Board but left to the professional discretion of each individual.

F. During the last marking period of the school year, school may begin one-half hour earlier and be dismissed one-half hour earlier, if mutually agreed upon by the Board of Education and the Caseville Education Association. All sections of the contract will be adjusted accordingly.

## ARTICLE VI

### Teaching Loads and Assignments

A. The normal weekly teaching load and/or supervised study periods in the Senior and Junior High School will be in accordance with accreditation standards whenever possible. Unassigned preparation periods will be in accordance with accreditation standards unless relinquished in writing by the individual teacher. Unassigned preparation periods in the elementary school will be those periods when students are released for special instruction. This section will allow the use of unassigned periods for purposes other than preparation, when deemed necessary in the judgment of the principal.

B. Teachers shall not be assigned, except temporarily, outside the scope of their teaching certificates or their major or minor field of study.

C. Teachers who will be affected by a change in grade assignments in the elementary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary teachers to different grade levels unless the teacher requests such a change. Provided that the final decision in the teaching load or assignment will be made by the superintendent or principal.

D. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, and summer school shall not be obligatory, but shall be with the consent of the teachers. All bargaining unit members will participate in covering the following activities without pay:

1. Homecoming float and dinner for each grade 7 through 12. No more than three (3) bargaining unit members may volunteer for any class and all classes must be covered.
2. Preparation for the prom (dinner and decorations). No more than four (4) bargaining unit members may volunteer.

E. Chaperoning the senior trip will be optional. No more than two (2) bargaining members will be selected from those volunteering. No additional pay will be given to the Association members.

Final approval of homecoming float advisors, senior trip advisors and prom advisors rests with the Superintendent.

The Association guarantees the following paid positions will be filled by its members: Seventh Grade Camp Director, Seventh Grade Camp Assistant Director, Band, Yearbook, Future Homemakers of America, Academic Track, Drama, Elementary Christmas Program and National Honor Society.

## ARTICLE VII

### Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the 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 and the school day 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 wherever possible. The recommended maximum class sizes are:

1. Kindergarten: 25 pupils
2. Elementary school grades: 25 pupils
3. Special classes for handicapped or special needs: 15 pupils
4. Special sight-saving and hearing classes: 12 pupils
5. Emotionally disturbed classes: 9 pupils

The recommended maximum class size per teacher in the secondary schools shall be as follows:

English	}	
Social Studies	}	
General Education	}	
Mathematics	}	25 PUPILS
Science	}	
Language	}	
Business	}	
Typing		30 PUPILS
Industrial Arts		20 PUPILS
Drafting		30 PUPILS
Vocational Shop		20 PUPILS
Homemaking		20 PUPILS
Music		35 PUPILS
Art		25 PUPILS
Physical Education		40 PUPILS

B. The Board recognizes that appropriate texts, 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. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.

C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

D. The Board shall make available when practicable and possible, in each school adequate lunchroom, restroom, and laboratory facilities for teacher use and at least one room, appropriately furnished, which shall be for use as a faculty lounge.

E. Local telephone facilities only shall be made available to teachers for their reasonable use.

F. Adequate parking facilities shall be made available to teachers.

G. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless crime, immorality or heinous acts bring notoriety to the school district.

## ARTICLE VIII

### Vacancies and Promotions

A. A teacher may apply for any position at any time. Such application must be in writing, addressed to the superintendent of schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application must be renewed annually.

All vacancies which occur in administrative, teacher or extra-curricular positions will be promptly posted on the Association bulletin board.

B. In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system on a continuous basis, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.

C. The filling of newly created supervisory and administrative positions is a prerogative of the Board and the decision of the Board with respect to such matters shall be final.

D. The parties recognize that changes in grade assignments in the elementary and changes in subject and assignments in the secondary school are sometimes necessary. While the right of determination to assign a teacher is vested in the Board, the Board, will not in any case, assign a teacher without prior discussion with said teacher. Such changes of assignments shall be on a voluntary basis wherever possible.

In making involuntary assignments the conveniences and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instruction requirements and best interests of the school system and the pupils.

## ARTICLE IX

### Transfers

A. Any teacher who shall be transferred to a supervisory or executive position and shall return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.

## ARTICLE X

### Leave Pay

A. Sick days shall be defined as personal illness, personal disability or other approved reasons, excluding health examinations, routine dental appointments, or surgical procedures which could be scheduled during a time when school is not in session.

B. All full time teachers shall be allowed full pay for a total of 12 sick days in any school year, usable immediately after school starts. Teachers may have two (2) of the current year's days for personal days. Unused sick days will accumulate to 120. All staff members, over 120 days accumulation after the 1982-83 contract will receive their present accumulation as the top of each persons accumulation. All staff members who accumulate over the 120 days of their maximum accumulation will be compensated at the rate of \$25 per day at the conclusion of each succeeding school year.

C. Half-day teachers shall be allowed full pay for a total of 12 half sick days in any school year. Unused sick days will accumulate to 120 days. All half day teachers who accumulate over 120 days of their maximum accumulation will be compensated at the pro-rated rate of \$25 per day at the conclusion of each succeeding school year. Sick days are usable immediately after school starts.

D. A teacher who is not able to return to duty after the 5th day following an illness or disability shall present a certificate of ableness to their principal upon his return to duty. This certificate is to be made out by a physician authorized to practice under the laws of the State of Michigan.

E. A maximum of 5 sick days a year may be used for sickness as defined in Section A, in the immediate family, defined as spouse, children, one's own mother and father.

F. All full time teachers shall be allowed up to 5 sick days for each death in the immediate family, defined as spouse, children, one's own mother and father, grandchildren, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, and own grandparents. These days must be consecutive school days unless prior arrangements are made. Half day teachers will receive a pro-rated number of days.

G. If a teacher has already used his personal day leave as defined in section I of this article, he/she may apply for an emergency business leave for attending a funeral other than those provided for under section F.

Emergency business leave shall be limited to one (1) day per year and shall be deducted from teacher's sick leave when used. Any partial day will be counted as a full day in meeting this section.

An application for an approved emergency business leave, containing the relationship of the individual for the leave, must be submitted in writing to the superintendent at least two (2) days in advance.

Not more than two (2) teachers will be granted emergency business leave for the same day, and not more than two (2) teachers will be granted a leave for funerals in this section and in section F. Section F requests will be granted first. Applications will be accepted on a first come-first served basis.

H. A teacher who has exhausted his cumulative sick leave shall have deducted from their contract amount an amount equivalent to their daily rate as established in Article IV, Section H.

I. A request for personal day form must be completed at least two (2) days in advance of the proposed date of said leave. A maximum of two (2) teachers may take personal days on the same day. These numbers may be exceeded in case of emergency, upon approval of the administration. Requests for such leave shall be granted on a first come-first served basis. Applications for leave days will be processed effective August 1 of each school year.

J. Any employee called for jury duty, should he or she desire to serve, shall be compensated for the difference between the jury pay and teaching pay he would receive by the Board.

Employees subpoenaed to give testimony in child abuse/neglect/custodial cases concerning the teachers current or former students will be granted leave. Such leave will not be deducted from any forms of other leave. Employees will inform the Superintendent of such subpoena as soon as it is received. An employee requested to testify shall be required to remit to the Board all compensation received from the court for his/her service as a witness.

K. All accumulated sick leaves shall automatically terminate on the date that a teacher's resignation, accepted by the Board becomes effective.

## ARTICLE XI

### Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for the duration of the illness, but not to exceed one calendar year.

B. Upon request, an employee will be granted a leave of absence without pay for reason of maternity for a period not to exceed one year. The date of leaving and returning shall be agreed upon by the employee and the superintendent.

C. A teacher may, at the discretion of the Board, be granted a parental leave without pay for the purpose of adopting a child. The teacher shall notify the superintendent at the time of application for adoption and further, if an interval of 60 days lapse following the most recent notice to the superintendent of the pending adoption, the teacher shall submit a re-notification.

Leaves under this provision shall be granted for not less than one semester or more than one school year.

D. Leaves of absence without pay may be granted to tenure teachers for up to 30 calendar days. The request for such leaves shall be submitted to the superintendent at least ten days prior to the first day of the leave.

The Board may upon written request, five calendar days before expiration of the leave, grant a renewal or extension of this leave.

Leaves of absence without pay, may be granted to non-tenure teachers, upon written request, not to exceed 30 days.

E. Teachers leaving the system, except for an approved leave of absence, shall lose seniority, sick days, and all other privileges of previous employment.

F. A return to duty from leave of absence shall be subject to the following conditions:

1. If leave was due to physical or mental illness, a doctor's certificate of fitness shall be filed with the Board. Teachers returning from leaves of absence which were granted for purposes other than physical or mental illness, shall present satisfactory evidence of fitness, if the Board deems necessary.
2. There is no guarantee that any teacher shall be returned to a specific building, grade level, or special assignment at the conclusion of a period of absence exceeding one semester.

G. No teacher shall accumulate sick leave during any leave of absence granted under this article if the leave takes effect the first day of the school year.

H. Sabbatical Leave: Bargaining unit members, who have been employed for seven (7) consecutive years by the Caseville Public School, may be granted a sabbatical leave devoted to professional improvement upon presentation and approval by the Board of Education.

Compensation, including, but not limited to salary, retirement, fringe benefits and seniority will not be provide to the employee. In addition, experience credit will not be gained for the duration of the leave.

Upon return from the sabbatical leave, the bargaining unit member shall be restored to the same position or to a position for which they are qualified, and be placed on their next experience and seniority level, with no loss of accumulated sick days.

A sabbatical leave is to be applied for a minimum of 90 days in advance of the succeeding school year. The leave shall be for one year commencing with the day preceding the succeeding school year and concluding in 360 days.

The bargaining unit member shall file a statement of intent to return at least 90 days prior to the termination of the leave. Failure to comply with this provision will indicate that the bargaining unit member does not intend to return to duty at Caseville Public School.

## ARTICLE XII

### Teacher Evaluation

A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly.

B. Evaluations shall only be conducted by a building principal or other qualified administrator as designated by the Board of Education. Each written review of the teacher's job performance shall be based on at least fifteen (15) accumulated minutes of classroom observation.

C. The performance of all teachers shall be evaluated in writing as follows:

1. Probationary teachers shall be evaluated in writing at least two (2) times each year; once on or before December 1 and again on or before March 15. A personal meeting will be held within ten (10) school days thereafter to review the job performance of the probationary teacher.
2. Tenure teachers shall be evaluated in writing at least once a year. A personal meeting will be held with each tenure teacher within ten (10) school days thereafter to review his job performance.

D. Three (3) copies of the written evaluation shall be submitted to the teacher, one to be signed and returned to the administration and the other two (2) to be retained by the teacher. In the event that the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation file. Teacher evaluations are not subject to the grievance procedure.

E. Each teacher shall have the right upon request to review the contents of his evaluation file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

F. Discipline of Teachers:

1. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers.
2. No teacher shall be disciplined, including reprimand, suspension with pay, or discharge, without just cause. Just cause shall include, but not be limited to:
  - a. incompetence
  - b. insubordination against the reasonable rules of the Board
  - c. moral misconduct
  - d. any violation of the terms of this Agreement notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Michigan Tenure of Teachers Act, just cause shall be determined under that act.
3. Discipline of teachers shall be subject to the grievance procedure provided, however, that (1) as to probationary teachers, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act during the pendency of any grievance; and (2) as to teachers on tenure of continuing contracts pending grievances shall be dismissed upon the filing of written charges under the Michigan Tenure of Teachers Act; and the Tenure Act shall thereafter govern all proceedings against the teacher.

### ARTICLE XIII

#### Protection of Teachers

A. Since the teachers authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, 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. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students not to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps with respect to such pupil.

B. Any case of assault upon a teacher, which has its inception in school shall be promptly reported to the Board, or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

## ARTICLE XIV

### Reductions in Personnel

A. In the event it becomes necessary to reduce the number of teachers employed by Caseville Public School, the following will be followed:

1. Probationary teachers will be laid off first, by seniority within subject areas and grade levels.
2. If further reductions are required, tenure teachers will be laid off by seniority within subject areas and grade level.
3. A seniority list will be established by the Board in the consultation with the Association. This list will be published prior to any layoff.

B. Teachers will be recalled in the reverse order of the lay off procedure (the last laid off will be the first person recalled).

C. Seniority and re-employment rights shall be lost by the teacher if the teacher does not notify the Board of his intentions within five (5) days of receipt of a registered letter of recall.

D. Seniority shall be defined as total years of continuous service to the Caseville School District in positions that require teacher certification.

1. Unpaid leaves of absence will not count toward seniority.

In the event that there should be a teacher layoff dues to a lack of funds, and, in the event notice of layoff is given to the affected teacher(s) sixty (60) days prior to the last day of pupil attendance in the school year, the parties agree as follows:

1. That a joint committee of representatives selected by the Association and representatives selected by the Board will meet in good faith effort to deal with the issue of what should happen if a laid off teacher collects unemployment benefits over the summer months and is recalled prior to the first teacher duty day of the new school year (i.e. laid off in June, 1986, and recalled before August 25, 1986).
2. That these discussions not extend beyond ten (10) days from the date of the first meeting.
3. That should these good faith discussions lead to an agreement, the same shall be reduced to writing in the form of a memorandum of agreement and submitted to the Board and the Association for ratification.
4. That these discussions in no way constitute a reopening of the existing collective Agreement, and, if no agreement is reached, the existing agreement remains in full force and effect.

## ARTICLE XV

### Negotiation Procedures

A. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices between the parties.

B. Beginning no later than the March Board meeting of the calendar year in which this agreement expires, the Caseville Education Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein a good-faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Any agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and the Caseville Education Association.

C. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district.

## ARTICLE XVI

### Professional Grievance Procedure

A. Any teachers, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order, or regulation, of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms, or conditions of employment, may file a written grievance with the Board or its designated representative. If a teacher does not file in writing with the principal or other designated board representative within five (5) school days after the occurrence, then the grievance shall be considered as waived.

B. Within five (5) school days of receipt of the grievance, the designated representative of the Board shall meet with the Association or the individual in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted, by the Association or teacher to the superintendent who shall have five school days thereafter to approve or disapprove it. If the grievance shall be denied by the superintendent either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted, by the Association or teacher, to the Secretary of the Board, with a statement of reasons why it is being disapproved. Failure to answer at any level within the time period for answer moves the grievance automatically to the next level.

C. At the next regular meeting of the Board, after receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance.

D. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department head, assistant principal, or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals, or other employees in such informal procedures be deemed to be a supervisory or executive functions.

E. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. The termination of services or failure to re-employ any probationary teacher.
2. The placing of a non-tenure teacher on a third year of probation without consent of the teacher.
3. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan as amended).
4. Teachers evaluations (content).

F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or equivalent in money shall be paid to him.

## ARTICLE XVII

### Miscellaneous Provisions

A. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. The Board of Education will not require the teacher to take a polygraph or lie detector test.

C. The Association shall deal with ethical problems arising under the code of ethics of the Education Profession (adopted by the Representative Assembly, July, 1968, and amended July, 1972) in accordance with the terms thereof and the Board recognizes that the code of ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria or professional behavior. Nothing in the section would deny the Board any right guaranteed by law or any article of this Agreement.

D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. If any provisions 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 not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. No teacher shall use his position in the school system to his financial advantage by such activities as preparing lists for sales solicitation, by soliciting sales from his students and their parents, by promoting his employment as a tutor for his assigned students, and by soliciting employment as a private music teacher for his assigned students or by seeking any similar advantage. When teachers are approached to do tutoring during the school year, it is recommended that the teacher inform the principal.

G. Copies of this agreement shall be printed at the expense of the Board and one copy presented to all teachers now employed or hereinafter employed by the Board.

ARTICLE XVIII

Duration of Agreement

All articles of this Agreement shall be effective August 17, 1994, through August 17, 1996.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

By *Kenneth Hill* President of the Board      By *Lamela D. Ignatowski* President of the Association

and *Wesley Kopack* Secretary of the Board      and *Janet Gulash* Secretary of the Association

"District"  
*James B. Stahl*  
Negotiator

"Association"  
*Paula H. Sever*  
Negotiator

**APPENDIX A  
1994-95  
Salary Schedule**

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>
0	24,349	25,716	25,857	26,027	27,746
1	25,773	27,207	27,381	27,583	29,346
2	27,197	28,698	28,907	29,138	30,948
3	28,621	30,190	30,433	30,694	32,548
4	30,043	31,681	31,957	32,248	34,149
5	31,468	33,170	33,483	33,804	35,748
6	32,891	34,662	35,007	35,360	37,348
7	34,315	36,153	36,533	36,916	38,949
8	35,738	37,643	38,057	38,469	40,550
9	37,162	39,134	39,583	40,027	42,150
10	38,577	40,630	41,108	41,587	43,755

**CASEVILLE PUBLIC SCHOOL  
APPENDIX A  
1995-96  
Salary Schedule**

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>
0	25,080	26,488	26,633	26,808	28,578
1	26,547	28,024	28,202	28,410	30,227
2	28,013	29,559	29,774	30,012	31,876
3	29,480	31,096	31,346	31,615	33,525
4	30,944	32,632	32,915	33,216	35,173
5	32,412	34,166	34,487	34,818	36,820
6	33,878	35,701	36,058	36,421	38,469
7	35,344	37,237	37,629	38,023	40,117
8	36,810	38,772	39,199	39,623	41,767
9	38,277	40,308	40,771	41,228	43,415
10	39,735	41,849	42,341	42,835	45,068

For the 1994-95 school year, bargaining unit members will receive their retroactive pay in one (1) lump sum to be added to the pay period immediately following the ratification of this agreement by both paraprofessionals or as soon as the financial assistant can make the adjustments, but no later than November 4, 1994.

**APPENDIX B**  
**Pay Scale for Extra Curricular Activities**

Percentages will be paid of the base salary of the BA schedule in Appendix A

Seventh Grade Camp-Director (1)	3.00%
Seventh Grade Camp-Assistant (1)	2.50%
Band (1)	7.00%
Drama (1)	2.75%
Yearbook (1)	5.50%
FHA (1)	2.50%
NHS (1)	2.00%
Elementary Christmas Program Director (1)	1.00%
Academic Track Director (1)	1.75%

1. Any Association member taking more than one activity from Appendix B will receive an additional .5% for each additional activity.
2. Should an Association member not be able to fulfill contractual positions listed in the Appendix B, the Board may offer any unfilled position to a person outside the Association at a rate determined by the Board.
3. After all Appendix B positions are filled, Association members may choose to assist in an activity and, with concurrence of the contracted Association member, and with the approval of the superintendent, shall split the stipend.
4. Association members who held Appendix B positions the previous year, shall have the first opportunity at these same positions.

**APPENDIX C**

Pay scale for additional extra curricular activities which do not fulfill the one requirement contained in Article VI-Section D.

Baseball (1)	7.0%
Softball (1)	7.0
Track-Varsity	7.0
Basketball-Varsity (2)	10.0 each
Basketball-JV (2)	7.0 each
Soccer (1)	7.5
Volleyball-Varsity (1)	7.0
Volleyball-JV (1)	3.5
Volleyball 7 & 8 grades	3.0
Golf (1)	4.0
Basketball 7 & 8 (2)	4.0
Track 7 & 8 (1)	4.0
Cheerleading -High School (1)	3.5
Cheerleading-7 & 8 (1)	1.5

1. Any Association member coaching more than one activity from Appendix C will receive 2.00% additional for each additional activity.
2. Should the Association members not fill the positions listed in Appendix C, the Board may offer any position to a person outside the Association at a rate determined by the Board.

APPENDIX D

School Calendar

	<u>1994-95</u>	<u>1995-96</u>
New teacher inservice	August 23	
Teacher inservice	August 24-26	
Teacher inservice	August 29	
Students first day	August 30	
Labor Day Weekend	September 2-5 inclusive no service	
Fall Break	Nov. 15 - no service	
Thanksgiving Break	November 24-27 inclusive- no service	
Winter Break	Dec. 23-Jan. 2 inclusive- no service	
End of 1st semester	January 20	
Presidents Day-teacher inservice	February 20 - no service	
Spring Break	April 8-17 inclusive- no service	
Teacher Inservice	May 5 - no service	
Memorial Day	May 29	
End of second semester	June 9	
Teacher check out	June 13	
Total student days	183	
Total teacher days	191	

The 1995-96 school calendar shall contain the following:

1. 183 student attendance days
2. 189 teacher work/in-service days

The Board and the Association shall meet during May, 1995, to determine the specifics of starting and ending dates, vacations, etc.

## ACTS OF GOD PROVISION

Should a closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet an annual instructional minimum required law, rule or regulation, instructional additional days will be rescheduled as follows:

- The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Appendix D.
- Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day.
- It is understood and agreed that in the event the rescheduling of the days at the end of the school year interferes with a teacher's schedule return to school to upgrade his or her skills, the teacher may:
  - a. use his or her personal leave;
  - b. use his or her sick leave; or
  - c. use unpaid leave time.

## SUNSET ADDENDUM TO ALL CLOSING PROVISIONS

- A. 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, such as due to severe storms, fires, epidemics, or health conditions, it is agreed that the following school closing provision shall become immediately effective:
  - When conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions, or an Employer directive results in the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.
- B. To the extent that any other provision of the Collective Bargaining Agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

