COLLECTIVE BARGAINING AGREEMENT

Between

CENTREVILLE PUBLIC SCHOOLS and SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION

June 30, 2022 – July 1, 2023

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COLLECTIVE BARGAINING AGREEMENT

This Agreement made as of the date hereinafter set forth by and between Centreville Public Schools, St. Joseph County, Michigan, acting by and through its Board of Education ("Board") and the Southwestern Michigan Education Association ("SMEA") and its respective affiliate, the Centreville Education Association, hereinafter called the "Association";

WITNESSETH:

ARTICLE 1

PURPOSE AND RECOGNITION

- 1.1 <u>Purpose</u>. The general purpose of this Agreement is to set forth the terms and conditions of employment for the members of the bargaining unit except as covered by Board policies and to promote orderly and peaceful labor relations.
- 1.2 <u>Recognition.</u> The Board recognizes SMEA as the sole and exclusive collective bargaining representative for all full-time and regularly scheduled part-time Pre- K-12 certified teachers employed by the Board for the regular school year, including guidance counselors, librarians, and any person employed as a teacher pursuant to Section 1233b of the Revised School Code, as amended, who satisfactorily completed one (1) full school year and is reemployed by the Board for one (1) or more school years, but excluding all substitute teachers, teachers' aides, social workers, all administrative, supervisory and executive positions, including the position of athletic director, and all other employees.
- 1.3 <u>Local Agent.</u> The SMEA recognizes and designates the Centreville Education Association as the local agent for this Contract.
- 1.4 <u>Dual Employment</u>. If a teacher is also employed by the Board to perform non-bargaining unit duties, this Contract shall be extended to the teacher in his teaching capacity only and shall exclude his non-bargaining unit position.
- 1.5 <u>Limitations</u>. The Board agrees not to negotiate with or recognize any teachers' organization other than SMEA and its respective affiliate, the Centreville Education Association for the duration of this Agreement, except to the extent permitted by law.

ASSOCIATION AND TEACHER RIGHTS

2.1 <u>Teacher Rights</u>. Pursuant to the Michigan Public Employment Relations Act the Board hereby agrees that every member of the bargaining unit shall have the right freely to organize for the purpose of engaging in collective bargaining or negotiations or other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the 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 the Act; that it will not discriminate against any teacher with respect to hours and wages, or any terms or conditions of employment by reason of his membership or non-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.

Nothing contained herein shall be construed to deny or restrict to any teacher the rights s/he may have under the Michigan General School Laws, Michigan Constitution, or the Laws of the United States.

No teacher shall be prevented from wearing insignias, pins, or other identification of membership in the Association either on or off school premises.

- 2.2 <u>Meeting Facilities</u>. The Association shall have the right to use school building facilities as specified in the policies of the Board.
- 2.3 <u>Communications</u>. SMEA shall have the right to communicate with bargaining unit members through the use of a bulletin board in each teachers' lounge or the reasonable use of the school mail service. All materials shall bear the name of SMEA and the name of the person authorizing the posting or distribution thereof. No SMEA materials of any kind shall be displayed on or about the physical facilities of the Board except on the designated bulletin boards and no displayed materials shall be derogatory to the Board or to any employee.
- 2.4 <u>Requested Information</u>. The Board agrees to make available to SMEA information pertinent to the negotiation or administration of the Collective Bargaining Agreement, provided, however, that tentative financial data shall be made available only after it has been presented to the Board at a regular meeting or to another governmental agency. SMEA shall specify the information requested and the purpose for which it is intended. Original records are to be examined at the central offices of the Board. The Board shall be reimbursed for expenses incurred in furnishing information or making records available.

PAYROLL DEDUCTIONS

- 3.1 <u>Payroll Deductions</u>. The Board shall make payroll deductions upon written authorization for annuities, credit unions, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and Board.
- 3.2 <u>Indemnification.</u> The Association agrees to indemnify and save the District harmless from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board for the purpose of complying with this Article.

ARTICLE 4

PROFESSIONAL COMPENSATION

- 4.1 <u>Basic Compensation</u>. The basic compensation of each teacher shall be as set forth on Schedule "A", and, for the life of this Agreement, will be paid in substantially equal installments beginning no later than the second Friday of the school year. Teachers who are rated as Ineffective or Minimally Effective on the annual evaluation will not be eligible for a step increase on the salary schedule.
- 4.2 <u>Initial Compensation</u>. The initial placement of a teacher on the salary schedule, who was not a member of the bargaining unit during the prior work year, shall be determined by the Board in its discretion on the basis of such teacher's education and prior teaching experience.
- 4.3 <u>Academic Advancement.</u> Academic or certification advancement shall be made at the beginning of the first or second semester of the school year following such advancement, provided that the teacher shall submit proof of such advancement not later than thirty (30) calendar days after the beginning of the semester.
 - A. Academic advancement must be in a graduate program or be in fields directly related to the teacher's assigned work, or be in an area of professional growth that could potentially benefit the District, as determined by the Administration. Only those courses taken after Teacher Certification/Annual Authorization has been issued will "count" or can be applied towards academic advancement across to the appropriate pay schedule. Additional steps may be granted at the discretion of the Board.
 - B. In the event the determination of the Administration is in dispute, a Resolution Committee consisting of two (2) members appointed by the Association and two (2) members appointed by the Board will serve to resolve any disputes concerning the eligibility for academic advancement.
 - C. In the event the Resolution Committee is unable to resolve the dispute, the teacher requesting academic advancement or the Association will have the right to utilize the grievance procedure beginning at Step Three (Board Level)

- 4.4 <u>Credit on Pay Schedule.</u> Teachers who enter this school system at times other than the opening day of school will have their experience evaluated and be placed on the salary schedule. They will not advance to the next step until the one (1) year anniversary of their entrance into the school system each year they are here. It is the intent of this clause to give exactly as much credit for experience in Centreville as the teacher is given by the state retirement system.
- 4.5 <u>Substituting During Planning Period.</u> A teacher who substitutes for another teacher during his regularly scheduled planning period shall be compensated at the rate of twenty-five dollars (\$25.00) per planning period during the life of this Agreement.
- 4.6 <u>Tuition Reimbursement:</u> Employees will be reimbursed one hundred dollars (\$100.00) per credit hour for the 18 hours required for the initial renewal of a provisional certificate.

The Board will pay for all classes required to attain "highly qualified status" as required by the Administration.

In order to receive this reimbursement, employees will be required to submit proof of payment for each class, the number of credit hours it entailed, and proof that course credit was awarded to the member with a grade of "3.0" or better.

ARTICLE 5

PROFESSIONAL SCHEDULE

- 5.1 <u>Professional Commitment</u>. The parties recognize that the professional commitment of a teacher cannot be precisely measured and that the full and adequate discharge of a teacher's duties may require a greater commitment of time than that which has been scheduled, and the provisions herein shall be so applied and interpreted.
- 5.2 <u>Professional Work Year.</u> The work year(s) shall be the number of student days mandated by state statute for that particular school year, plus the required number of professional development days as mandated by state statute for that particular school year, and one (1) District day, and two (2) days for parent-teacher conferences. Teachers will receive compensation (comp. time) for parent-teacher conference days as determined by the calendar. Professional development days shall be scheduled through mutual agreement between the Association and the Employer. In the event of inclement weather or other conditions beyond the control of the District that necessitate canceling scheduled work days, the first five such days will not be rescheduled but any additional days will be rescheduled with no additional compensation to insure that there are at least 175 days of actual student instruction.

5.3 Professional Work Week.

5.31 <u>Full-Time Teachers</u>. The normal workweek of a full-time teacher consists of thirty-seven hours and thirty minutes (Seven hours and 30 minutes per day),

Monday through Friday, on the school premises or at an approved duty-connected facility. Policies regarding scheduling of instruction, professional duties, and work days shall be from time to time established by the Board, and may provide for the following:

- A. Two hundred sixty (260) minutes in the elementary and two hundred fifty (250) minutes in the high school for preparation during the regular student instructional week for K-12 teachers, in units of not less than twenty (20) minutes. Administration shall not schedule meetings for more than 40% of the weekly time, barring an emergency situation.
- B. A duty-free lunch period of thirty minutes each day.
- C. A teacher may take his/her individual class for teacher-supervised recess for up to thirty (30) minutes/day (15 minutes a.m. and 15 minutes in the p.m.), if no other recess or physical education class is provided to the children in each of the two time periods, provided that procedures for scheduling recess and conditions pertaining to such scheduling shall be determined by the Administration after consultation with the teacher(s) affected.
- D. The term "preparation period" shall be construed to include the use of this period for purposes associated with teaching responsibilities.
- 5.32 <u>Part-Time Teachers</u>. The normal workweek for part-time teachers shall be adjusted on an individual basis in accordance with the number of hours employed and the duties assigned.
- 5.4 <u>General Professional Duties</u>. Each teacher shall, to the extent required for the proper discharge of his professional obligations, participate in such other professional activities as have customarily been performed by teachers employed by the Board, including up to three (3) school-related events normally held outside the regular school day at which attendance will be mandatory, exclusive of those professional obligations set forth in Schedule C, provided that the Administration will give reasonable notice of each such event. It is understood and agreed that special notice of professional obligations included in Schedule C will not be required.
- 5.5 <u>Professional Meetings.</u> Meetings shall be scheduled in accordance with the following guidelines, namely:
 - A. One (1) PLC meeting per month, and one faculty meeting per month, provided that such meetings shall not extend beyond 4:15pm except as otherwise mutually agreed.
 - B. Meetings shall be scheduled at least one (1) week in advance of the meeting date, provided that a meeting may be called at any time in case of an emergency.
- 5.6 <u>Administering of Medications.</u> Teachers shall not be required to perform the duties of administering medications (unless a medical emergency requires it), diaper changing, catheterization, and suctioning of students.

Teaching Conditions

6.1 <u>Class size</u>. It is acknowledged that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the teacher is primarily utilized to that end.

Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees to continue its effort to keep class sizes at an acceptable and balanced number of 24 pupils in elementary classes K-6; and 30 pupils in classes 7-12. (Overages will be paid based on the limitations for each grade level outlined in 6.11)

6.11 Limitations for Each Level

A. Elementary

Young 5s	20
Kindergarten	26
First - Third Grade	26
Fourth - Sixth Grade	30
Split Grades	Limited to 24 pupils - +\$600 per year. The teacher assigned to a
	split grade classroom shall be consulted by the Principal in
	assessing and selecting students for any such class.
Special Education	In accordance with applicable Special Education rules as issued
	by the State Department of Education.
Elementary Physical	Limited to class sizes for each grade level.
Education, Music, Art,	
Media	

B. Junior High School

Seventh - Eighth	32 pupils
Grade	
Special Education	In accordance with applicable Special Education rules as issued
	by the State Department of Education.

C. Senior High School Grades 9-12

English/Language	32 pupils
Arts	
Foreign Language	32 pupils
Arts	
Social Studies	32 pupils
Business/Accounting	32 pupils
Mathematics	32 pupils

Science	Limited to the number of workstations	
Computers	Limited to the number of workstations	
CTE Classes (e.g.	26 pupils or 33 pupils with an aide	
Ag, Med Occ.)		
Art	Limited to the number of table spaces	
Physical Education	32 pupils	
Special Education	In accordance with applicable Special Education rules as issued	
	by the State Department of Education.	
Academic Center	30-32	
Online Classes	Limited to the number of computer/workstations	

- D. Aides Two or more paid classroom aides may be utilized in grades K-12 and off-site educational programs when a potential safety hazard may exist. The Association shall provide a written request for additional support and a written rationale for such a request. The request for approval will be left to the discretion of the Administration.
- E. Canceled Classes It is understood and agreed that scheduled classes may be canceled because of a lack of student enrollment or for other reasons.
- F. Mainstreamed Students The Board recognizes that mainstreamed students require special attention from the classroom teacher. The Board shall make a reasonable effort to equitably assign mainstreamed students to teachers and/or sections at each grade level. It is understood that in the best interest of education; inclusion will be made with input from the regular education teachers in whole classroom(s) said student(s) are scheduled to be mainstreamed.
 - 6.12 Overages. Teachers are eligible for additional compensation after ten (1) consecutive school days of being over the class limit size. If at any time it is found that these specified limits are exceeded for 10 consecutive school days, the teacher will be paid \$75.00 per student per semester in the high school and in the junior high, \$175.00 per student per semester in the elementary; this rate will be prorated for shorter periods of time. Payment will be made by the second pay period after the end of the semester, providing the teacher has submitted the necessary information to his respective Principal by the pay period cut-off date. The teacher is responsible for submitting the appropriate building "class size overage form" provided by the district within ten (10) days of the end of the semester. It is understood and agreed that if an aide or a certified special ed teacher is assigned to a single grade level or class due to overload, no compensation will be paid.
- 6.2 <u>Professional Aids and Supplies</u>. The Board of Education recognizes that appropriate texts, technology, laboratory equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Superintendent and the Association will confer from time to time for the purpose of improving the selection and use of educational tools.

No teacher shall be required to spend his money on supplies for the school. The teacher in no case shall be evaluated in any area because of a lack of supplies to carry out his teaching duties.

6.3 Facilities.

- 6.31 <u>Teacher Lounge.</u> The Board shall provide one adequate lounge, restroom, and lavatory facilities per building exclusively for teachers and staff use.
- 6.32 Parking. Parking facilities shall be made available to teachers.
- 6.4 <u>Special Needs Students</u>. In order to assist special needs students in making a successful transition from placements in designated special education classes only to both regular and special education classes pursuant to placement recommendations made by an Individualized Educational Planning Team, the following procedures will be implemented:
 - A. The responsible building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class(es) except for good cause shown, and such teacher(s) shall be appointed to serve on the IEPT which is responsible for developing the eligible student's IEP.
 - B. When requested by the regular classroom teacher in whose class(es) a special needs student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the Administration either during or after the regular school day. In the latter event, the teacher shall be compensated pursuant to Article 4.5.
 - C. The responsible building or District Administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student.
 - D. All members of an IEP Team shall have the right to reconvene the Team for the purpose of reviewing and recommending revisions of the current Individualized Education Program if appropriate, in accordance with procedures set forth in Michigan Special Education Rules.

NOTE: "Special Needs Students" as used herein shall refer to those students identified as medically fragile, TMI, Autistic, and those referred to in the Special Education Rules as "severely" impaired.

ARTICLE 7

Authorized Leaves

Since the absence of a teacher generally has an adverse effect on the quality of the educational program, imposes increased responsibilities on other employees, and increases costs, it is the responsibility of each teacher to avoid an unnecessary absence. The provisions herein set forth are not intended to reduce the responsibilities of a teacher or to provide a form of additional compensation. Rather, the provisions are intended to meet the legitimate, humanitarian and personal needs of a teacher in a manner consistent with the requirements of the educational program, and they shall be so applied and interpreted.

- 7.1 <u>Sick Leave</u>. Sick leave shall be administered in accordance with the following guidelines, namely:
 - 7.11 <u>Use</u>. Each teacher shall be credited with ten (10) days of sick leave with pay at the beginning of each school year. Sick leave may be used for:
 - A. Any physical or mental condition which disables a teacher from rendering services, but excluding any condition compensable by worker's compensation or resulting from other employment, except to the extent hereinafter provided. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.
 - B. Any communicable disease, which would be hazardous to the health of students, employees, or other persons using the facilities of the Board.
 - C. Physical examinations, medical, dental, or other health treatments that cannot reasonably be deferred and which cannot be scheduled outside of the teacher's scheduled work time.
 - D. The serious illness of a member of the immediate family of the teacher, provided that such leave shall be limited to the use of ten (10) days per school year from accumulated sick leave and shall be taken only to the extent that the presence of the teacher is reasonably required. The term "immediate family" shall mean any person who is a regular member of the teacher's household, the teacher's spouse, or the father, mother, brother, sister, or child of the teacher. Up to two (2) days per year of the ten (10) days may be used by the teacher for the serious illness of the father, mother, brother, or sister of the teacher's spouse. Additional days may be granted at the discretion of the Superintendent.
 - E. Because of FMLA requirements and the intent of sick days, the use of sick days will be reviewed and monitored on a regular basis to the extent required by law.
 - F. An absence of three or more consecutive sick days requires documentation from a medical professional. Failure to provide such documentation could result in pay being docked for the absence period.
 - 7.12 <u>Used days.</u> Sick leave shall be deducted in one-half (1/2) day increments. A teacher who is disabled as a result of an injury arising out of and in the course of employment with the Board or another employer and is eligible to receive worker's compensation benefits shall have the right to deduct fractional sick leave days from unused accumulated sick leave for the purpose of supplementing worker's compensation benefits to the extent necessary to equal the teacher's daily rate of compensation, provided, however, that a teacher who is disabled as a result of an injury arising out of and in the course of employment with another employer who is not covered by worker's compensation insurance shall have the right to use up to one-half (1/2) of his accumulated sick leave days during such period of disability.

- 7.13 <u>Unused days</u>. Sick leave may accumulate up to one hundred eighty (180) days. The new school year allocation of sick days, rollover of unused personal days into the sick bank, and any accrued sick days are capped at one hundred ninety-two (192). The amount of unused sick leave shall be certified to the teacher within thirty (30) days after the beginning of each work year. Upon a teacher's termination of employment with the School District when such employment has equaled or exceeded ten (10) years, the School District shall pay a bonus of two thousand dollars (\$2000.00) to those teachers who have accumulated 120 days. For those teachers who have accumulated less than 120 days, the bonus will be prorated on a percentage basis. Ex: 119 days = 119/120 x \$2000.00.
- 7.2 <u>Personal Business Days</u>. A teacher shall be allowed up to two (2) days with pay for personal business each school year, which may be used for any purpose at the discretion of the teacher, subject to the following conditions and limitations:
 - 7.21 Use. Neither personal business day shall be used on days immediately before or after scheduled vacations or holidays without the prior written approval of the Superintendent. Requests for exceptions should be made in writing to the building principal who will make a recommendation for approval to the Superintendent.
 - 7.22 Procedure. A request for a personal business day shall be made in writing at the earliest practicable time but in no event less than seventy-two (72) hours prior to the requested date, except in the case of an emergency.
 - 7.23 Limitations. The Board shall not be required to grant a leave to any otherwise eligible teacher if the teacher has not made adequate provision for the discharge of his employment duties during his absence, unless such absence could not reasonably have been foreseen and reasonable preparation could not have been made for the discharge of such responsibilities, or to grant a leave on any one day to more than two (2) teachers. Unused personal leave days shall be added to accrued sick leave days.
- 7.3 <u>Funeral Leave</u>. A teacher shall be entitled to receive up to four (4) days leave with pay per incident, not deductible from the teacher's accumulated sick leave for time lost from work due to death of his mother, father, spouse, child, grandparent, grandchild, brother, sister or his current mother-in-law, father-in-law, sister-in-law or brother-in-law, or any person who is a regular member of the teacher's household if the teacher desires to attend the funeral of such person. Up to one (1) day of paid funeral leave per year may be taken by a teacher to attend the funeral of a friend/person of choice, not deductible from the teacher's accumulated sick leave. If the absence is during a holiday or an unscheduled work period, no pay will be due.
- 7.4 <u>Jury Leave</u>. A teacher shall be entitled to leave with pay, less any jury service fees paid, for jury service if he is unable to be excused or to have such service rescheduled to a time which does not conflict with the discharge of his scheduled employment duties. The teacher shall return to his duties whenever his attendance in Court is not actually required.

- 7.5 <u>Disability Leaves</u>. A teacher who is or will be physically or mentally disabled for more than ten (10) workdays shall be granted a leave of absence in accordance with the following guidelines:
 - 7.51 <u>Foreseeable Disability</u>. If the teacher knows or reasonably should know, that he has a physical or mental condition, which will result in disability, the teacher shall **as** soon as reasonable:
 - A. Notify the Board as to the nature and extent of the expected disability in accordance with this Section.
 - B. Furnish the Board a statement from the attending physician specifying in the physician's opinion:
 - 1. Any limitations on the performance of duties;
 - 2. The probable date when the teacher will be significantly impaired in the performance of his duties; and
 - 3. The probable length of time, if any, during which the teacher will be disabled from performing his work assignments.
 - C. Furnish the Board such information, as the Board shall determine, including the attending physician's release, to assure the safety and welfare of the teacher, students, and other employees
 - 7.52 <u>Unforeseeable Disability</u>. If a teacher is disabled by unforeseen circumstances, and the teacher desires to be granted a disability leave, the teacher shall, as soon as practicable, furnish the Board with the information, to the extent applicable, required for a foreseeable disability.
 - 7.53 <u>Duration of Leave</u>. A teacher shall be granted a leave of absence for the period of disability except that the Board shall not be required to grant a leave for more than one (1) year unless the law requires a longer period.
 - 7.54 <u>Compensation Benefits</u>. A teacher who has been granted a disability leave shall receive payment from accumulated sick leave benefits, reduced by the amount of any disability insurance benefits which the teacher is eligible to receive from the Board to the extent eligible, except that a teacher who has purchased his/her own disability insurance shall have the right to receive payment from accumulated sick leave benefits or to deduct fractional sick leave days from accumulated sick leave for the purpose of supplementing disability insurance benefits to the extent necessary to equal the teacher's daily rate of compensation.
- 7.6 <u>General Leave</u>. The Board may grant a leave of absence upon the request of a teacher for reasons of general health, family emergencies, professional development, education, or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Board shall consider
 - A. The past performance of the teacher;

- B. The staffing needs of the Board;
- C. The length of service of the teacher and the probability that the teacher will return to the service of the Board; and
- D. The purpose or purposes of the leave.

Each leave agreement shall include a requirement that the teacher intends to return. If the teacher fails to give such notice, the teacher shall be considered a voluntary quit.

7.7 <u>Association Leave</u>. The Board shall provide up to four (4) days per school year to be used by teachers designated by the Association for the purpose of conducting Association business, attending conferences, and the like. The Association agrees to reimburse the Board for the cost of substitutes. No less than five (5) days' notice shall be given prior to the use of such days.

7.8 Leave Administration.

- Notice. A teacher shall give the Board notice of his desire to be granted a leave as soon as the teacher is aware of his need to be granted a leave so that the Board will have the maximum time to provide for the teacher's absence. The minimum notice time in any event for a leave for elective health care, personal leave, jury leave, a foreseeable disability, or a general leave shall be at least seven (7) work days prior to the requested leave date, except that a shorter notice may be permitted in an emergency.
- 7.82 <u>Verification</u>. The teacher shall have the responsibility of verifying his eligibility for leave and any benefits due. If the Board determines that a teacher knowingly withheld or misrepresented material information concerning the purpose of the teacher's eligibility for leave or for any benefits, the teacher may be disciplined, in addition to any other discipline, by the loss of all or any portion of the teacher's leave benefits due or to be due under this Agreement.
- 7.83 <u>Reinstatement Rights</u>. On termination of a leave, the teacher shall be returned from leave subject to the rights of other teachers pursuant to Article 11 of the Agreement and to Board policy.
- 7.9 Family and Medical Leave Act. The School District will comply with all provisions of the Family and Medical Leave Act (FMLA), a copy of which is available at the Administration Building. FMLA leave shall run concurrently with any other medical or disability leave for the employee or for a medical or disability leave associated with the employee's spouse, parent, or child. In addition, seniority shall continue to accrue during the FMLA leave.
- 7.10 Exemplary Attendance. Full-time employees not using sick days, personal business days, funeral leave, or days without pay from November 1 through October 31 of the next year are eligible for a bonus as follows (within three (3) pay periods of October 31):
 - A. 0-1 day used \$500
 - B. 1.5-2 days used \$200
 - C. 2.5-3 days used \$100

Protection of Teachers

- 8.1 <u>Pupil Referrals</u>. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the teacher will take reasonable steps to notify the Administration with respect to such pupils. The Administrator shall investigate the concern of the teacher as soon as reasonable and take whatever reasonable remedial measures he determines to be necessary under the circumstances.
- 8.2 <u>Assaults</u>. Any case of assault upon a teacher in the course of his duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all necessary assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. If the teacher is subpoenaed to appear in a criminal proceeding arising out of the assault, the time lost shall not be charged against the teacher.
- 8.3 <u>Legal Action</u>. If a teacher is sued by reason of disciplinary action taken by the teacher against a student, by the student or his parent(s), the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, provided that the teacher is not found negligent, or in violation of Board policy, law or this Agreement. If the teacher is not found negligent, time lost by such teacher shall not be charged against the teacher.
- 8.4 <u>Property</u>. Teachers shall be expected to exercise reasonable care with respect to school property, provided that teachers shall not be individually liable for damage to or loss of such property except in the case of negligence.

8.5 Complaint Procedure.

- 8.51 <u>Parental Complaints</u>. Parental complaints shall be handled at the discretion of the Administration, provided that:
 - A. Any complaint directed toward a teacher shall be called to the teacher's attention not later than ten (10) days after the complaint is received as soon as reasonable regardless if any disciplinary action is taken.
 - B. Any necessary conference due to a parent's complaint will be cooperatively arranged between the teacher and the parent involved with notification to the Administration. The Administrator shall have the option of being represented at the conference.
 - C. An unsubstantiated complaint shall not be made a part of the teacher's personnel file.
- 8.52 <u>Complaints</u>. When valid complaints are received and/or when questionable methods of discipline and/or instruction have been used by a teacher, the teacher will be notified within a reasonable time not later than 10 days by the Administration regardless if any disciplinary action is taken. Following the

notification of the teacher, the Administration will hold a conference within ten (10) working days with the teacher, and the complaints and/or questionable methods of discipline and/or instruction will be discussed. Written records, including the date, the nature of the case, and the disposition of the conference will be kept. It will be signed by the teacher and Administrator involved.

8.6 <u>Public Reports</u>. Teachers shall not be identified individually in reports to the public made in compliance with P.A. 25 (1990) unless required by law.

Article 9

Seniority

9.1 Seniority. The Board shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association within thirty (30) calendar days after the beginning of each school year. The seniority list as furnished shall be conclusively deemed to be accurate unless the Association shall inform the Board of any errors within thirty (30) calendar days after receipt of such list. The names of all teachers in the bargaining unit at the time of preparation of the seniority list shall be listed in order of their service dates, starting with the teacher with the greatest amount of seniority at the top of the list. If two (2) or more teachers have the same service date, their social security numbers shall be used in determining their respective positions on the seniority list, with the teacher having the lowest number being assigned first to the seniority list. Members of the defined bargaining unit who accept a full-time, non-bargaining unit assignment within the District shall remain on the seniority list for two (2) calendar years after leaving the bargaining unit assignment. During this time no additional seniority shall accrue. After the two (2) calendar years have expired, the name shall be removed from the seniority list. An individual returning to the bargaining unit after two (2) calendar years have expired shall be placed at the bottom of the seniority list but retain all tenure rights if applicable.

9.2 Interpretation. For the purpose of this Article:

- A. "Service date" is the date when the teacher first provided professional services for the Board under a written contract of employment, exclusive of any extra-duty assignments, since any break in service. Termination of service shall constitute a break in service. For purposes of this provision, a teacher on an authorized leave of absence or on layoff shall continue to accrue seniority during any such period(s), provided, however, that seniority accrued during any such authorized leave of absence or period of layoff shall not be included for purpose of advancement on the salary schedule.
- B. The provisions herein set forth shall be subject and subordinate to all applicable laws and regulations including the Michigan Teacher's Tenure Act.

9.3 Limitations.

A. <u>Unemployment Compensation</u>. A teacher who is laid off and receives unemployment benefits pursuant to state or federal law and who is subsequently recalled by the Board shall reimburse the Board for gross benefits received, provided, however, that no reimbursement shall be required if the sum of such benefits and compensation earned by the teacher during the twelve (12) month period from and after the effective date of layoff is equal to or less than the compensation the teacher would have earned had he been regularly employed during the same period. The Board shall notify an affected teacher of this provision at the time the teacher is laid off.

The Board agrees to meet with the affected teacher in order to develop a mutually acceptable reimbursement plan; however, if no plan agreement is reached, then the amount to be reimbursed shall be withheld pro-rata from the teacher's bi-weekly paycheck during the balance of the 20 or 26 pay periods elected by the teacher.

B. <u>Rights of Supervisors</u>. Any teacher who shall be transferred to a supervisory or an executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have under this Agreement.

ARTICLE 10

Negotiation Procedures

10.1 <u>Scope, Waiver, and Alteration of Agreement</u>. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between, and executed by, the Board and the Association. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

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

10.2 <u>Negotiations Rights and Responsibilities</u>. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject to such ultimate ratifications.

Professional Grievance Procedure

- 11.1 <u>General Provisions</u>. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter is provided.
 - 11.11 <u>Exclusions</u>. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
 - A. The termination of services of or failure to re-employ any probationary teacher.
 - B. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 - C. Any claim or complaint which may be subject to appeal to the state or federal Civil Rights Commission(s), the Michigan Teachers' Tenure Commission, or the Michigan Employment Relations Commission.
 - D. Any matter involving teacher evaluation.
 - 11.12 <u>Board Representatives</u>. The Board hereby designates the Principal of each building to act as its representative at Step One as hereinafter described and the Superintendent or his designated representative to act at Step Two as hereinafter described.
 - 11.13 <u>Definition.</u> Day means a day when school is in session, except that during the summer recess, day means a regular business day excluding holidays and weekends.
 - 11.14 <u>Content of Written Grievance</u>. Written grievances as required herein shall contain the following:
 - A. It shall be signed by the grievant or grievants;
 - B. It shall be specific;
 - C. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - D. It shall cite the section or subsections of this Contract alleged to have been violated.
 - E. It shall contain the date of the alleged violation; and
 - F. It shall specify the relief requested.
 - 11.15 <u>Withdrawals and Denials</u>. If any grievant(s) or the Association fails to institute a grievance within the time limit specified, the grievance shall not be processed. If

the Board or its representative fails to respond to a grievance within the time limit specified, the grievance shall be advanced to the next level unless it has been withdrawn by the grievant(s) or the Association. If a grievant(s) or the Association fails to appeal a decision of the Board or its representatives within the time limit specified, all further proceedings on a previously instituted grievance shall be barred.

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

11.2 Grievance Steps.

- 11.21 Step One. A teacher alleging a violation of the express provisions of this Contract shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building Principal in an attempt to resolve the same. If no resolution is obtained from this discussion, the grievant(s) shall file a written grievance with the same Principal within two (2) days of the discussion. Within five (5) days of the receipt of this written grievance, said Principal will respond to the grievance in writing.
- 11.22 Step Two. If no resolution is obtained from the above step, the written grievance shall be filed with the Superintendent within five (5) days of the receipt of the final disposition in Step One. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative(s), (but not to exceed five (5) reps.), at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the Principal of the building in which the grievance arose, and place a copy of same in a permanent file in his office.
- 11.23 Step Three. If no decision is rendered within five (5) days of the discussion in Step Two, or the Superintendent's decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board by filing a written grievance along with the decision of the Superintendent with the Secretary of the Board in charge of drawing up the agenda for the Board's meeting within five (5) days after the Superintendent's disposition in Step Two.

Upon proper application as specified above, the Board and the teacher and/or his Association representative will be heard at the meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing. However, in the event the Board wishes to hold future hearings thereon, or otherwise investigate the grievance; they shall issue their decision no later than thirty (30) days following the hearing. In no event, except with the express consent of the Association, shall their decision of the grievance be made more than thirty (30) days after the hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building Principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

- 11.24 <u>Step Four</u>. Individual teachers shall not have the right to process a grievance at Step Four.
- A. If the Association is not satisfied with the disposition of the grievance at Step Three, it shall within ten (10) days after the decision of the Board, notify the Board of its decision to pursue the matter to arbitration and refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. The arbitrator shall be selected and the hearing conducted in accordance with the rules and regulations of the American Arbitration Association.
- B. Neither party may raise a new defense or ground at Step Four not previously raised or disclosed at the other written steps.
- C. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the Arbitrator shall be forthwith placed into effect.
- D. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- E. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or modify the current salary schedule within the master agreement. The Arbitrator may not consider more than one grievance at the same time except upon the express written consent of the parties. The Arbitrator shall have no authority to award damages beyond the amount of wages and fringe benefits that the employee would otherwise have earned contractually.

The Arbitrator shall have the authority to concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding.

Any back pay award will be reduced by any compensation received by an employee during the time he would otherwise have been working for the District including any unemployment compensation received.

11.3 <u>Cost</u>. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

Continuity of Operations

Both parties recognize the desirability of continuous and uninterrupted operations of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not engage in or assist in any strike against the Centreville Public Schools, and the Board agrees it will not engage in any lockout as defined by Section 1 of the Public Employment Relations Act.

ARTICLE 13

Rights of the Board

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan.

The Board shall be limited only by express provisions of this Agreement and the Public Employment Relations Act. Rights reserved exclusively herein by the District, which shall be exercised exclusively by the District without prior negotiations with the Association, shall include by way of illustration and not by way of limitation, the right to:

- 1. Manage and control the School's business, the equipment, the operations, and direct the working forces and affairs of the Board.
- 2. Continue its rights of assignment and direction of work of all of its personnel, determine the hours of work and start times, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
- 3. The rights to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, determine the size of the workforce, and to lay off employees.
- 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation.
- 5. Adopt reasonable rules and regulations.
- 6. Determine the qualifications of employees.
- 7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities.

- 8. Determine the sources of materials and supplies.
- 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- 10. Determine the size of the management organization, its functions, authority, and amount of supervision.

Mentor Teachers

- 1. A Mentor Teacher shall be defined as a Master Teacher as identified in §1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code and other state-mandated guidelines.
- 2. Each probationary employee, in his/her first three (3) years in the classroom, shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
- 3. A Mentor Teacher shall be assigned in accordance with the following:
 - a. Participation of staff members as a Mentor Teacher shall be voluntary.
 - b. A reasonable effort will be made to match the probationary employee with a Mentor Teacher who works in the same building and has the same area of certification.
 - c. Probationary employees may be assigned one (1) or more Mentor Teachers.
- 4. The Board and the Association agree the relationship shall be confidential. When confidentiality is waived by both the Mentor and Mentee, a discussion among the Mentor, Mentee, and building Administrator may occur. This discussion shall not be evaluative in nature and may be terminated upon the request of the Mentor or Mentee. Neither the Mentor nor the Mentee shall be a part of or be included in, any matters related to the evaluation of the other.
- 5. Nothing in this Provision provides a mentor with special status or basis due to mentoring for refusing to truthfully disclose facts during a Board investigation of unprofessional conduct as defined by the Michigan Tenure Act and Michigan Civil Law.

- 6. Nothing in this Provision precludes the Board from soliciting individuals outside the Association to serve as Mentors, as provided in §1526 of the School Code provided that the Mentor assignments have been posted in accordance with the Master Agreement first and that no qualified bargaining unit member has expressed a written letter of interest for the assignment(s).
- 7. The Association agrees to assist the administration in identifying mentor teachers when/where needed.

General Provisions

- 15.1 <u>Contract Representatives</u>. Each party shall designate in writing the name of its authorized representative to administer this Agreement.
- 15.2 <u>Notices</u>. Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

A. Board:

Office of the Superintendent Centreville Public Schools

190 Hogan Street

P.O. Box 158

Centreville, MI 49032

B. SMEA:

Southwestern Michigan Education Association

5600 Portage Road Kalamazoo, MI 49002

C. Teacher:

As set forth in the records of the Board or to such other

address as a party or an employee shall hereafter furnish in

writing.

- 15.3 <u>Definitions</u>. Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:
 - A. <u>Association</u> means the Centreville Education Association, an affiliate of the recognized bargaining agent, the Southwestern Michigan Education Association.
 - B. <u>Day</u> means a day when school is in session, except that during the summer recess, day means a regular business day excluding holidays and weekends.
 - C. <u>Part-time Teacher</u> means a teacher regularly employed under a contract for less than a full workweek or full workday, or a teacher employed for less than a full school year. The fringe benefits of a part-time teacher shall be proportionately reduced.

- D. Party means the Employer or SMEA.
- E. <u>Teacher</u> means a member of the bargaining unit. Reference to male employees shall include female employees and all masculine pronouns shall refer to both males and females.
- 15.4 <u>General Interpretation</u>. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. An emergency manager appointed by law may reject or modify, or terminate this Agreement as provided by law.

For the purpose of this Agreement:

- A. <u>Captions</u>. Captions are included only for the convenience of reference and shall not modify in any way any of the provisions herein.
- B. Other Rights. The rights of either party or of a teacher to any benefit shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of the Agreement in any subsequent Agreement and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.
- C. <u>Schedule Modification</u>. The Board may alter the work schedule to the extent the Board determines necessary to comply with the applicable local, state, or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Board after consultation with the Association.
- D. <u>Subordination</u>. Any individual contract or letter of agreement between the Board and a teacher for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof and to Board Policy.
- E. <u>Supersession</u>. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms.
- 15.5 <u>Medical Examinations</u>. The Board may require a teacher to submit to a physical and/or mental examination that is job-related and when it is consistent with business necessity, to determine whether the teacher is able to perform his or her essential job functions,

If the Board shall require a medical examination, the Board shall reduce the directive to written format with the rationale for such a directive detailed within the written directive. The Board shall pay the cost thereof, provided that the examining physician and/or medical facilities are satisfactory to it. The results of the physical and or mental examination shall be protected from disclosure as defined by HIPAA and shall not be disclosed to any party requesting information under the Freedom of Information Act.

- 15.6 <u>Duplication of Agreement</u>. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- 15.7 <u>Successor Agreement</u>. The negotiation of a new Agreement shall begin upon written request of either party made not earlier than ninety (90) calendar days prior to the Contract expiration date. Both parties agree to begin negotiations for the 2023-2024 school year on or about April 1, 2023. If no settlement is reached by the deadline of two weeks after Board approval of the 2021-2022 final audit, mediation will commence.
- 15.8 <u>Effective Date and Termination</u>. This Agreement shall commence as of July 1, 2022, and shall remain in full force and effect until midnight, June 30, 2023, except, if a provision shall by its express terms extend for a longer period.

March 28, 2022. BOARD: SMEA: CENTREVILLE PUBLIC SCHOOLS SOUTHWESTERN MICHIGAN ST. JOSEPH COUNTY **EDUCATION ASSOCIATION** By By Rob Collins, CEA Jeff Troyer Its President Its President ByMargaret Miller Carmita Hunter, CEA Its Secretary Its Chairman, Negotiating Team

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of

Teacher Salary 2022-23

SCHEDULE "A"

The 2022-23 salary schedule reflects the removal of Steps 1 and 2 from the 2021-22 schedule and the addition of Steps 21, 22, 23, 23, 25, and 26. All employees who were on Schedule A during the 2021-22 school year shall be advanced the pay equivalent of two steps on the 2021-22 payscale in recognition of prior years when no steps were provided, and then one step on the 2022-23 payscale to recognize advancement for the new school year.

2022-2023 SCHEDULE

2022-23	2022-23	2022-23	2022-23
Step	Level 1	Level 2	Level 3
1	\$39,656	\$40,963	\$42,973
2	\$40,879	\$42,402	\$44,540
3	\$42,101	\$43,840	\$46,107
4	\$43,326	\$45,281	\$47,671
5	\$43,326	\$46,720	\$49,238
6	\$43,326	\$48,159	\$50,803
7	\$43,326	\$49,596	\$52,370
8	\$43,326	\$51,037	\$53,936
9	\$43,326	\$52,477	\$55,502
10	\$43,326	\$53,917	\$57,069
11	\$43,326	\$55,355	\$58,635
12	\$43,326	\$56,794	\$60,201
13	\$43,326	\$58,232	\$61,765
14	\$43,326	\$59,672	\$63,332
15	\$43,326	\$61,128	\$64,920
16	\$43,326	\$62,568	\$66,484
17	\$43,326	\$62,866	\$66,801
18	\$43,326	\$63,679	\$67,665
19	\$43,326	\$64,507	\$68,544
20	\$43,326	\$65,346	\$69,435
21	\$43,326	\$66,195	\$70,338
22	\$43,326	\$66,195	\$70,338
23	\$43,326	\$66,195	\$70,338
24	\$43,326	\$66,195	\$70,338
25	\$43,326	\$66,195	\$70,338
26	\$43,326	\$67,056	\$70,338

In addition, one-time, off schedule stipends, payable in two equal installments in December and March as follows:

Steps 17, 18, 19, 20 - \$1,500 stipend

Steps 21, 22, 23 - \$2,000 stipend

Steps 24, 25, 26 - \$2,500 stipend

Level 1: BA Salary

Level 2: Professional Certificate or BA +18 Salary

Level 3: BA +40 Salary or Masters

SCHEDULE "B"

FRINGE BENEFITS

- 1) The PSFI program includes partially self-funded health, dental and vision insurance. Life insurance of \$15,000 with AD&D is included for teachers taking health insurance but is not partially self-funded.
- Those teachers who do not avail themselves of the health benefits as provided by the PSFI program will receive a monthly cash in lieu of benefit through a Section 125 plan of \$300 (\$3,600 annually), will also receive the dental and vision insurance provided to all other bargaining unit members and Life Insurance of \$10,000 with AD&D. Teachers already covered under a health insurance plan through the school district by a spouse shall be eligible for the cash in lieu of benefits option with the stipulation that the benefit will cease at the end of the 2014-2015 school year.
- Teachers may purchase one or more of the following insurance option plans, namely:
 - a. Hospital Confinement Indemnity
 - b. Group Basic Term Life
 - c. Short Term Disability Income
 - d. Supplemental Term Life
 - e. Survivor Income Insurance
 - f. Dependent Life Insurance
 - g. Long Term Disability Income
- The PSFI program has three levels/plans of health benefits from which an employee can choose. The basis for these three levels/plans will be ASR PPO Plans 1, 2, and 3. Each level/plan will have different employee contribution amounts (see below), deductibles and co-pays.
- 5) The benefits will not be unilaterally changed by either the BOE or the CEA.

The Board of Education will not be obligated to pay more than the "hard cap" amounts established pursuant to Public Act 152 of 2011 for medical/health insurance coverage only. (Not including dental, vision, or negotiated life insurance.) The established amounts are:

	2022 PA152 Cap
Single	\$ 7,304.51
Two person	\$15,276.01
Family	\$19,921.45

The Board will provide a gold, silver, bronze, and HSA option to employees with a deductible year of January 1 - December 31.

The Board's payment toward all insurance for part-time employees will be prorated and the employee's portion will be automatically payroll deducted.

Monthly Premium Rates 1/1/2021 - 12/31/22

	Gold - Option 1	Silver - Option 2	Bronze - Option 3	HSA - Option 4
	\$250/\$500 ded 100%	\$250/\$500 ded 90%	\$1,000/\$2,000 ded 80%	\$1,350/\$2,700 ded 100%
Single	\$113.67	\$41.80	\$0.00	\$0.00
2 Person	\$352.56	\$190.83	\$12.67	\$74.71
Family	\$362.79	\$161.53	\$0.00	\$17.02

Increase premiums for 2023 and the 2023 hard cap will be provided to the Association as soon as they are available.

In the last full year immediately preceding a layoff, a member must be enrolled in a district health plan in order to be eligible for the Layoff Benefit. The district will pay up to the cap amount for any laid-off employee. The difference between the cap amount and the cobra premium will be paid by the laid-off employee.

Contin	uous Years of District
Health	Coverage Prior to Layoff

Length of Time You can Continue District Health Insurance

1-3 years*	3 months
4-6 years*	6 months
7-9 years*	9 months
10 plus years*	12 months

^{*}Parts of years are not added to make full years.

6) Eligible Dependents.

Dependents eligible for enrollment with a subscriber are classified as follows:

Subscriber's Spouse:

The legally married husband or wife of the subscriber

Dependent Children:

Patient Protection & Affordable Care Act (PPACA) Compliant Groups Children of the subscriber or subscriber's spouse are eligible for coverage through the end of the month in which they turn age 26 provided the following requirement is met:

- Child is related to the subscriber or subscriber's spouse by birth, marriage, legal adoption, or legal guardianship.

Grandchildren (unless otherwise qualified under legal guardianship) and the spouse of a dependent child are not eligible for coverage under the subscriber's contract.

Disabled Children:

Eligible, enrolled, disabled dependent children may remain on the subscriber's contract beyond the end of the month in which they turn age 26, provided the child meets all of the following requirements:

- Diagnosed as totally and permanently disabled due to a physical condition or mental condition.
- Incapable of self-sustaining employment.
- Disabled prior to age 19
- Unmarried
- Receives more than half of his/her support from the subscriber.
- Reported as a dependent on the subscriber's most recent federal income tax return.
- Physician certification verifying the child's disability and that it occurred prior to their 19th birthday must be submitted to ASR by the end of the month in which the child turns 26.

A dependent child whose only disability is a learning disability or substance abuse does not qualify for coverage as a disabled dependent under section 410 of Public Act 350.

It is your responsibility to notify BCBS and your employer:

- of any change in your employment status;
- when you wish to add a spouse or dependent(s);
- of any change to a dependent's eligibility for coverage;
- when a spouse or dependent is no longer eligible as defined above.

Special health care coverage guidelines apply to you and your spouse at age 65 during your active school employment. You should contact your school business office or BCBS for complete details. The Social Security Administration should be contacted regarding Medicare enrollment 120 days prior to attaining age 65.

- 7) Centreville Schools Dental Plan Summary of Benefits is outlined in the attached appendix.
- 8) Centreville Schools Vision Plan Summary of Benefits is outlined in the attached appendix.
- 9) Centreville School Life Insurance Plan Summary of Benefits is outlined in the attached appendix.

SCHEDULE "C"

Section 1. Athletic Assignments

Years of Experience

	1	2	3	4	5
FOOTBALL					
Head Varsity (1)	10%	11%	12%	13%	15%
Assistant Varsity (1)	7	8	9	9.5	10
Head Junior Varsity (1)	7	8	9	9.5	10
Assistant Junior Varsity (1)	6	6.5	7	7.5	8
Junior High or Assistant (2)	3.5	4	4.5	5	5.5
BASKETBALL (BOYS/GIRLS)					
Head Varsity (1 Boys / 1 Girls)	10	11	12	13	15
Junior Varsity or Assistant (1 Boys / 1 Girls)	7	8	9	9.5	10
Freshman or Assistant (1 Boys / 1 Girls)	6	6.5	7	7.5	8
Eighth Grade (1 Boys / 1 Girls)	3.5	4	4.5	5	5.5
Seventh Grade (1 Boys / 1 Girls)	3.5	4	4.5	5	5.5
CROSS COUNTRY					
Head Coach (1)	5	6	7	8	9
Assistant Cross Country (1)	3.5	4	4.5	5	5.5
JH Cross Country (1)	3.5	4	4.5	5	5.5
GOLF					
Head Varsity (1)	5	6	7	8	9
Assistant/Junior Varsity (1)	3.5	4	4.5	5	5.5
WRESTLING					
Head Varsity (1)	9	10	11	11.5	12
Assistant Varsity/JV (1)	6	6.5	7	7.5	8
Junior High or Assistant (1)	3.5	4	4.5	5	5.5
VOLLEYBALL					
Head Varsity (1)	9	10	11	11.5	12
Junior Varsity or Assistant (1)	6	6.5	7	7.5	8
Freshman or Assistant (1)	5	5.5	6	6.5	7
Eighth Grade (1)	3.5	4	4.5	5	5.5
Seventh Grade (1)	3.5	4	4.5	5	5.5
TRACK (BOYS/GIRLS)					
Head Varsity (1 Boys / 1 Girls)	8	9	10	10.5	11
Assistant Varsity (1 Boys / 1 Girls)	5	5.5	6	6.5	7
Junior High (1 Boys / 1 Girls)	3.5	4	4.5	5	5.5
Assistant Jr. High (1 Boy / 1 Girls)	1.5	1.5	1.5	1.5	1.5
BASEBALL					
Head Varsity (1)	8	9	10	10.5	11
Junior Varsity or Assistant (1)	5	5.5	6	6.5	7
SOFTBALL					
Head Varsity (1)	8	9	10	10.5	11
Junior Varsity (1)	5	5.5	6	6.5	7
CHEERLEADING (2 seasons: Fall and Winter)	½ per				
(both Sideline and Competitive)	season	season	season	season	season

Varsity/JV (1)	8	8.5	9	9.5	10
Assistant V/JV (1)	3.5	4	4.5	5	5.5
Junior High (1)	3.5	4	4.5	5	5.5

Section 2. Other Assignments

Department Chair

School Leadership Team Member

District Leadership Team Member

Testing Coordinator - 1 gr 3-6, 1 jr/sr

3% of BA Base, Step 1.

2% of BA Base, Step 1.

2% of BA Base, Step 1.

Mentor teachers

Each Mentor shall be compensated at the rate of 1.5 % of the base salary level for each Mentee assigned to them.

Elementary Librarian

Current daily rate for substitute teacher for each extra day of

service.

Summer Band (On-Site)

1/76 of BA Base, Step 1, for each five-day week of service up to

six (6) weeks.

Band Camp/ (Off

Site/Overnight)

1/38 of BA Base, Step 1, for each five-day week of service up to

six weeks.

Washington DC trip

1/38 of BA Base, Step 1.

Years of Experience	1	2
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Agri-Science Stipend	10%	14%
Summer School/Academy	\$20.00/hr	\$20.00/hr
Band Director	5%	7%
PLAYS**	370	770
CIA, participate, Oct. Scattering.	2.5/D1	2.5/D1
Director (High School)	3.5/Play	3.5/Play
Elementary/ Productions	2/Play	2/Play
Junior High Productions	2/Play	2/Play
PUBLICATIONS		
Senior High Annual (NOT A CLASS)	4.5	6.5
Senior High Annual (PART OF CLASS)	1	1
Junior High Annual	1	1
Elementary Annual or Paper	1	1
CLASS SPONSORS		ν.
Senior (2)	2.5	2.5
Junior (2)	3.5	3.5
Sophomore (2)	1.5	1.5
Freshman (2)	1.5	1.5
Eighth (2)	1	1

Seventh (2)	1	1
Sixth (2)	1	1

^{**}Whenever there is an after-school performance that includes both a music director and a drama/play director, each person shall receive the specified rate of compensation.

CLUB SPONSORS/ADVISOR		
FFA	5	7
HOSA (2 positions)	3	5
HOSA Assistant	1	1
Pep Club	1.5	1.5
VICA	1.5	1.5
DECA	1.5	1.5
Foreign Language	1.5	1.5
Freshmen Mentoring	2	2
Varsity Club	1.5	1.5
Youth in Government (2 positions)	2	2
Sr. High Student Council	2.5	3.5
Jr. High Student Council	1.5	1.5
Elementary Student Council	1	1
National Honor Society	1.5	2.5
Senior High Quiz Bowl	2	2
Junior High Quiz Bowl	1	1
Elementary Quiz Bowl	1	1
Senior High Science Olympiad	2	2
Junior High Science Olympiad	1	1
Elementary Science Olympiad	1	1
Tri-County Math Competition	1	1
Camp (per person)	1	1
Clue Me In (1% for each 4 th , 5 th , 6 th)	1	1
Artworks (1 position)	1	1
Young Authors (1 position)	1	1

The foregoing extra-duty assignments shall be subject to the following terms and conditions:

- 1. The compensation rate for an extra-duty assignment where a percentage figure is used shall be determined by multiplying Step S1 of the BA Base by the applicable percentage rate listed on Schedule "C".
- 2. Any activity may be temporarily or permanently discontinued or assigned to a person who is not a member of the bargaining unit at the discretion of the Board. None of the provisions of this agreement shall apply to a person who is not a member of the bargaining unit, provided, however, that compensation for any non-bargaining unit member shall not exceed the schedule rate for the activity.
- 3. A teacher shall not have tenure in any extra-duty assignment, and assignments may be made or terminated for reasons satisfactory to the Board.
- 4. An activity not included on Schedule "C" shall receive such compensation as established by the Board at the time the activity is approved.
- 5. Since co-curricular activities are a vital component of a student's entire educational experience, the involvement and supervision by the professional teaching staff is critical. In addition, it is vitally important for the student to interact with the professional staff members in a non-classroom type environment.

Therefore, it is envisioned that each professional staff member will supervise or sponsor at least one activity. The Administration will post the activities which the district will sponsor for each school year and will accept applications for those activities. In the event that a sponsorship remains unfilled through the voluntary application process, the Association agrees to assist the Administration in filling that position. The staff member will be reimbursed for such sponsorship as per the amount listed on Schedule "C".

6. The Administration will assign Centreville Public School teaching staff to all these specific positions in conjunction with current classes.

FFA Band DECA VICA HOSA

Vision Care Services	In-Network Member Cost	Out-of-Network Member Reimbursement	
Exam Services	BENEFIT FREQUENCY - ONCE EVER		
Exam	\$6 copay	Up to \$40	
Retinal Imaging	Up to \$39	Not covered	
Contact Lens Fit and Follow-Up)		
Fit and Follow-up - Standard	Up to \$40	Not covered	
Fit and Follow-up - Premium	10% off retail price	Not covered	
Frame			
Frame	\$0 copay; 20% off balance over \$65 allowance	Up to \$44	
Lenses			
Single Vision	\$18 copay	Up to \$29	
Bifocal	\$18 copay	Up to \$51	
Trifocal	\$18 copay	Up to \$63	
Lenticular	\$18 copay	Up to \$75	
Progressive - Standard	\$83 copay	Up to \$51	
Progressive - Premium Tier 1	\$103 copay	Up to \$51	
Progressive - Premium Tier 2	\$113 copay	Up to \$51	
Progressive - Premium Tier 3	\$128 copay	Up to \$51	
Progressive - Premium Tier 4	\$83 copay; 20% off retail price less \$120 allowance	Up to \$51	
Lens Options			
Anti-Reflective Coating - Standard	\$0 copay	Up to \$5	
Anti-Reflective Coating - Premium Tier 1	\$12 copay	Up to \$5	
Anti-Reflective Coating - Premium Tier 2	\$23 copay	Up to \$5	
Anti-Reflective Coating - Premium Tier 3	20% off retail price	Up to \$5	
Photochromic - Non-Glass	\$75	Not covered	
Polycarbonate - Standard	\$0 copay	Up to \$5	
Scratch Coating - Standard Plastic	\$0 copay	Up to \$14	
Tint - Solid or Gradient	\$0 copay	Up to \$5	
UV Treatment	\$0 copay	Up to \$5	
Polarized	\$0 copay	Up to \$44	
	20% off retail price	Not covered	
All Other Lens Options	, and a second process.	1	
Contact Lenses			
Contacts - Conventional	\$0 copay; 15% off balance over \$90 allowance	Up to \$90	
Contacts - Disposable	\$0 copay; 100% of balance over \$90 allowance	Up to \$90	
Contacts - Medically Necessary	\$0 copay	Up to \$210	

APPENDIX 2

CENTREVILLE PUBLIC SCHOOLS DENTAL SUMMARY OF BENEFITS

Silver Dental Program

DENTAL PLAN BENEFIT SCHEDULE	CO-PAY
Class I Preventative Care: Oral examinations every six consecutive months Teeth cleaning every six consecutive months Bitewing X-rays every six consecutive months Full-mouth X-rays routinely every three years Fluoride treatment for members of all ages Palliative emergency treatment Tests and Laboratory examinations Class II	60%
Restorative Care: Acrylic, amalgam, or silicate fillings Root canal therapy Pulp capping Periodontics treatment Gingivitis treatment Extractions – simple and surgical Repairs to existing dentures and bridge Relining and rebasing of existing dentures General anesthesia	0070
Class III Replacement Care: Construction of dentures or bridges Crowns, inlays, and onlays Removable dentures – complete and partial Fixed bridges Bridge pontics and abutment crowns Replacement of dentures and bridges after 5 years and if unserviceable	60%
Class IV Orthodontic Care: Habit-breaking appliances Appliance construction and installation Full banding treatment Monthly active treatment visits	60%
Annual Maximum on Classes I, II, and III Lifetime Maximum on class IV	\$1,000.00 \$ 600.00

Gold Dental Program

Class I Preventative Care: Oral examinations every six consecutive months Teeth cleaning every six consecutive months
Preventative Care: Oral examinations every six consecutive months Teeth cleaning every six consecutive months
Teeth cleaning every six consecutive months
• •
Bitewing X-rays every six consecutive months
Full-mouth X-rays routinely every three years
Fluoride treatment for members of all ages
Palliative emergency treatment
Tests and Laboratory examinations Class II 80%
Restorative Care:
Acrylic, amalgam, or silicate fillings
Root canal therapy
Pulp capping
Periodontics treatment
Gingivitis treatment
Extractions – simple and surgical
Repairs to existing dentures and bridge
Relining and rebasing of existing dentures
General anesthesia
Class III 80%
Replacement Care:
Construction of dentures or bridges
Crowns, inlays, and onlays
Removable dentures – complete and partial Fixed bridges
Bridge pontics and abutment crowns
Replacement of dentures and bridges after 5 years and if unserviceable
Class IV 80%
Orthodontic Care:
Habit-breaking appliances
Appliance construction and installation
Full banding treatment
Monthly active treatment visits
Annual Maximum on Classes I, II, and III \$1,200.00
Lifetime Maximum on class IV \$1,500.00

premiums for 2023 will be provided to the Association as soon as they are available.

For the Gold Dental program, the required employee contribution is as follows:

Type	Cost/mo	Cost/yr
Single	\$29.15	\$349.80
2 Person	\$64.22	\$770.64
Family	\$82.36	\$988.32

APPENDIX 3

CENTREVILLE PUBLIC SCHOOLS LIFE AND AD&D PROGRAM

Schedule of Benefits

Employee Group	<u>Basic</u>	AD&D	Supplemental	Dependent Life
*All	\$10,000	\$10,000	N/A	N/A
Teachers Participatir In Health Insurance Additional	ng \$ 5,000	\$ 5,000		

Reduction Schedule

Attained Age	Percentage of Reduction from Amount in Effect at Age 70
70 ·	35% 50% of original benefit

Addendum to Cafeteria Benefit Plan

CENTREVILLE PUBLIC SCHOOLS St. Joseph County, Michigan

WHEREAS, The Centreville Public Schools is required, under the terms of a Collective Bargaining Agreement ("CBA"), to establish a Cafeteria Plan under Section 125 of the Internal Revenue code of 1986, as amended, ("Plan") and,

WHEREAS, the Centreville Public Schools enacted the present Plan on January 1, 1997, And,

WHEREAS, since the enactment of the Plan, a new CBA has been negotiated which modifies the terms of Schedule "B" and provides additional options of Participant Benefits, as articulated in Article 4 of the Plan.

WHEREFORE, the Article 4 of the Plan shall be modified as follows:

4.1 "Coverage options. Each Participant may choose under this Plan to receive a monthly health and medical insurance allowance as described in Schedule "B" of the Collective Bargaining Agreement to be applied to the applicable cost of the plan selected, the Participant's portion of the applicable premium cost of the plan, or to elect to take an annual cash allowance in lieu of the monthly employer contribution as described in Schedule "B" of the Collective Bargaining Agreement."

LETTER OF UNDERSTANDING BETWEEN CENTREVILLE BOARD OF EDUCATION AND CENTREVILLE EDUCATION ASSOCIATION

The parties agree to the following understanding regarding Michigan Virtual High Schools (MIVHS) and Michigan Virtual University (MIVU) assignments:

- 1. Both parties acknowledge that there currently exist concerns and uncertainty regarding the addition of MIVHS and MIVU at the High School.
- 2. It is expected and agreed that when any concern(s) or issue(s) exist for the 2003-2004 school year and beyond, the teacher shall first meet with the principal to discuss the concern(s) or issue(s). Thereafter, if the concern(s) or issue(s) have not been resolved, the teacher, principal, Association Representative, and Superintendent, shall meet and discuss the concern(s) or issue(s) with the goal of mutually resolving the matter(s) involved.

2022-23 Proposed Calendar - Starting 8/30/2022

180 student days are required

180 student days/187 staff days

PD Days: 8/15 (1/4); 8/16; 8/17; 8/18;

9/19 (1/2); 3/30 = 5 days

Comp Days: 11/23; 3/31 = 2 days

'Mid-winter may be cancelled if the number of snow days on February 1, exceeds 6 days.

1/2 days: elem dismiss at 11:25am jr/sr dismiss at 11:30am

AUGUST 2022

М	Т	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
_29	30	31		

15 - ½ district; ½ PD 16-19 - PD days 29 - 1* day of school - ½ student day 3 student days; 7 staff days

SEPTEMBER 2022

М	Т	W	Т	F
			1	2
5	6	7	8	9
12	13	14	15	16
18	20	21	22	23
26	27	28	29	30

2 - No School

5 - Labor Day - No school 19 - Fair Day - ½ students - ½ Staff PD 20 student days / 20 staff days

OCTOBER 2022

М	Т	W	Т	F
3	4	5	6	7
10	11	12	13	14
17	18	15	20	21
24	25	26	27	28
31				

5 - Pupil Accounting Count Day 18 - Jr/Sr PTC 4-7p

19 - 1/2 student day; District PTC 12-3p

20 - Elem PTC 4-7p

21 students / 21 staff

NOVEMBER 2022

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

23 - PTC Comp Day - No School 24-25 - Thanitsgiving Breat 19 student days / 20 student days

DECEMBER 2022

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

26-30 - Winter Recess 17 student days / 17 staff days

JANUARY 2023

M	Т	W	Т	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

2-6 - Winter Recess

19 - ½ day - HS exams am / records day pm 20 - ½ day - end S1 - HS exams am / records

day pm 17 student days / 17 staff days

FEBRUARY 2023

М	T	W	Т	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

B - Pupil Accounting Count Day 17-20 Mid-Winter Break - No School* 18 student days / 18 staff days

MARCH 2023

M	Т	W	Т	F
		1	2	3
8	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
		1		

14 - JnSt PTC 4-7p

15 - 1/4 student day - District PTC - 12-3p

16 - Elem PTC 4-7p

30 - No School - Staff PD

31 - PTC Comp Day - No School

APRIL 2023

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

3-7 Spring Break (7 Good Friday) 15 student days / 15 starr days

MAY 2023

М	Т	w	Т	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

29 - Memorial Day - No School 22 student days / 22 staff days

21 student days / 23 staff days JUNE 2023

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

9 - Last day of school - 1/2 students 7 student days / 7 staff days

Centreville Public Schools 2022-23 Staff Calendar Staff Back to School Calendar

August 15 Professional Development (PD)

1/2 District Day

August 16-18 Professional Development (K-12)
August 29 First Day of School - ½ student day

September 2 No School

September 5 Labor Day - No School

September 19 Fair Day - ½ student day / ½ staff PD

October 18 Jr/Sr PTC - 4-7pm

October 19 ½ student day - District PTC 12-3pm

October 20 Elementary PTC 4-7pm
November 23 PTC Comp Day - No School
November 24-25 No School - Thanksgiving Break

December 26-January 6 No School - Winter Break

January 19 ½ student day - HS exams am / staff records pm January 20 (S1 ends) ½ student day - HS exams am / staff records pm

February 17-20 No School - Mid-Winter Break*

March 14 Jr/Sr PTC - 4-7pm

March 15 ½ student day - District PTC 12-3pm

March 16 Elementary PTC - 4-7pm
March 30 No School - Staff PD
March 31 PTC Comp - No School
April 3-7 No School - Spring Break

May ?? Graduation - 7pm (Date not yet available.)

May 29 Memorial Day - No School

June 9 Last day Students - ½ student day

Mid-winter break may be cancelled if the number of snow days on February 1st exceeds 6 days.

Elem students will dismiss at 11:25am and jr/sr students will dismiss at 11:30am on ½ days.