# COLLECTIVE BARGAINING AGREEMENT Between CENTREVILLE PUBLIC SCHOOLS and SOUTHWESTERN MICHIGAN EDUCATION **ASSOCIATION** July 1, 2024 - June 30, 2025

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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-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, jail teacher(s), 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 their teaching capacity only and shall exclude their 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 their membership or non-membership in the Association, their participation in any activities of the Association or collective professional negotiations with the Board, or their 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, union dues, 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 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 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 is required to substitute for another teacher during their regularly scheduled planning period shall be compensated at the rate of thirty-five dollars (\$35.00) per planning period during the life of this Agreement.
- 4.6 <u>Tuition Reimbursement:</u> Employees will be reimbursed two hundred dollars (\$200.00) 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.
- Professional Work Year. 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 and/or hours as mandated by state statute for that particular school year, and one (1) District day, and (6) total hours over two days per semester for parent-teacher conferences. Teachers will receive compensation (comp. time) for parent-teacher conference days as determined by the calendar. Personal business days shall not be used during parent-teacher conferences. An exception will be made for funeral leave as described in Section 7.3. Teachers missing parent-teacher conferences due to illness will be required to schedule dates/times for makeup conferences with the building administrator for approval. 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 six such days will not be rescheduled but any additional days will be rescheduled with no additional compensation to ensure that there are at least 174 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 and/or professional duties.
- 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 their 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) Professional Development meeting per month after the student school day, and one (1) faculty meeting per month after the student school day, 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 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 (Grades Y5-6).

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 (Grades 7-8).

Seventh - Eighth Grade	32 pupils
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 Arts	32 pupils
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Foreign Language Arts	32 pupils
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., Ag,	26 pupils or 33 pupils with an aide
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 computers/workstations

- D. <u>Aides</u>. 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. <u>Canceled Classes</u>. It is understood and agreed that scheduled classes may be canceled because of a lack of student enrollment or for other reasons.
- F. <u>Mainstreamed Students</u>. 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 the 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, provided the teacher has submitted the necessary information to their 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 their 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 their teaching duties.

#### 6.3 Facilities.

- 6.31 <u>Teacher Lounge.</u> The Board shall provide one adequate lounge, restroom, and lavatory facility 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.

#### **Vacancies**

- 7.1 <u>Definition.</u> A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions.
- 7.2 Notification (Posting) of Vacancies and Application. Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted internally for at least 24 hours before being posted externally. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the Human Resources office.
- 7.3 <u>Internal Applicants.</u> Internal qualified applicants shall be granted consideration along with external applicants.

#### **ARTICLE 8**

# **Transfers**

- 8.1 <u>Definition.</u> A "transfer" shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit, (2) a building assignment, (3) grade level(s) included in an assignment in PreK-6, (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article 7.1 pertaining to vacancies. Other transfers will be governed by this Section.
- 8.2 <u>Voluntary Transfer.</u> A request for a transfer may be made at any time in writing to the Human Resources Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.
- 8.3 <u>Involuntary Transfer.</u> Thirty (30) days' notice of the intention to transfer, specifying the reasons for the transfer and the specific position to be transferred to, shall be provided to the affected bargaining unit employee and the Association.

#### 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.

# 9.1 Leave.

- 9.11 <u>Use</u>. Each teacher shall be credited with twelve (12) leave days at the beginning of each school year. Leave days shall be deducted in one-half (1/2) day increments.
  - A. Because of FMLA requirements and the intent of leave days, the use of leave days will be reviewed and monitored on a regular basis to the extent required by law.
  - B. An absence of three or more consecutive leave days without prior approval requires documentation from a medical professional. Failure to provide such documentation could result in pay being docked for the absence period as well as possible disciplinary action.
  - C. Written documentation from a physician is required if a leave day is used on the day(s) immediately before or after scheduled vacations/holidays, such as Labor Day, Thanksgiving, Christmas/Winter, Mid-Winter, Spring Break, or Memorial Day, and the first or last day of school without prior leave approval.
  - D. Leave days shall not be used on days immediately before or after scheduled vacations/holidays such as Labor Day, Thanksgiving, Christmas/Winter, Mid-Winter, Spring Break, or Memorial Day, and the first or last day of school, without the prior written approval of the superintendent.
  - E. 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 leave days from unused accumulated 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 their accumulated leave days during such period of disability.
- 9.12 <u>Procedure.</u> A request for a leave day immediately before or after scheduled vacations/holidays, and the first or last day of school 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.
- 9.13 <u>Limitations.</u> 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 their employment duties during their 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 leave days shall be added to accrued leave days.
- 9.14 <u>Unused days</u>. Leave days may accumulate up to one hundred eighty (180) days. The new school year allocation of days, rollover of unused days into the leave bank, and any accrued leave days are capped at one hundred ninety-two (192). The amount of unused leave days 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) consecutive years, the Board will pay the teacher who has accumulated 1–121 leave days at the rate of \$30 per day (\$3,630 maximum); 122–180 accumulated days at the rate of \$40 per day (\$2,360 maximum, in addition to the monies received from 1–121 days). A maximum of \$5,990 may be granted for 180 days accumulated. No additional pay will be granted for unused leave days beyond 180.
- 9.2 <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 leave days for time lost from work due to the death of their mother, father, spouse, child, grandparent, grandchild, brother, sister or their 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 leave days. If the absence is during a holiday or an unscheduled work period, no pay will be due.
- 9.3 <u>Jury Leave</u>. A teacher shall be entitled to leave with pay, less any jury service fees paid, for jury service if they are unable to be excused or to have such service rescheduled to a time that does not conflict with the discharge of their scheduled employment duties. The teacher shall return to their duties whenever their attendance in Court is not actually required.
- 9.4 <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:
  - 9.41 <u>Foreseeable Disability</u>. If the teacher knows or reasonably should know, that they have a physical or mental condition, that 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 their duties; and
  - 3. The probable length of time, if any, during which the teacher will be disabled from performing their 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
- 9.42 <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.
- 9.43 <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.
- 9.44 <u>Compensation Benefits</u>. A teacher who has been granted a disability leave shall receive payment from accumulated 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 leave benefits or to deduct fractional leave days from accumulated leave for the purpose of supplementing disability insurance benefits to the extent necessary to equal the teacher's daily rate of compensation.
- 9.5 <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.

9.6 <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.

# 9.7 Leave Administration.

- 9.71 Notice. A teacher shall give the Board notice of their desire to be granted a leave as soon as the teacher is aware of their 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 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.
- 9.72 <u>Verification</u>. The teacher shall have the responsibility of verifying their 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.
- 9.73 <u>Reinstatement Rights</u>. On termination of leave, the teacher shall be returned from leave subject to the rights of other teachers pursuant to Article 13 of the Agreement and to Board policy.
- 9.8 <u>Family and Medical Leave Act.</u> 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 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.
- 9.9 <u>Exemplary Attendance</u>. Full-time employees not using leave days or days without pay from July 1 through June 30 of the next year are eligible for a bonus as follows (within three (3) pay periods of June 30):
  - A. 0-1 day used \$500
  - B. 1.5-2 days used \$200
  - C. 2.5-3 days used \$100

# **ARTICLE 10**

# **Protection of Teachers**

10.1 <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.

- 10.2 <u>Assaults</u>. Any case of assault upon a bargaining unit employee while performing their professional work day or extra-curricular assigned duties shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer will reimburse the bargaining unit employee for the cost of legal counsel to advise the bargaining unit employee (who fully complied with board policies and acted within the scope of the bargaining unit employee's authority) of their rights and obligations with respect to such assault as well as 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.
- 10.3 <u>Legal Action</u>. If a teacher is sued because of disciplinary action taken by the teacher against a student, by the student or their parent(s), the Board will provide legal counsel and render all necessary assistance to the teacher in their 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 the teacher shall not be charged against the teacher.
- 10.4 <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.
- 10.5 <u>Committee Membership.</u> The district shall indemnify and otherwise hold harmless any bargaining unit employee serving as a participant on District, state, or federally mandated committees. At District expense, the bargaining unit employee(s) shall be provided with legal counsel in the event of complaints and/or litigation arising because of participation on such committees.
- 10.6 Fair Treatment. All bargaining unit employees shall be treated fairly and equitably.

# 10.7 Complaint Procedure.

- 10.71 <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.

- 10.72 Complaints. 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.
- 10.8 <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.

# **Discipline**

11.1 <u>Definition</u>. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; nonrenewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teachers' Tenure Act; or other actions of disciplinary nature.

Any such discipline shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards, and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply.

- 11.2 <u>Progressive Discipline</u>. A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed:
  - 1. Oral warning, then
  - 2. Written warning, then
  - 3. Written reprimand, then
  - 4. One-day suspension without pay, then
  - 5. Three days suspension without pay, then
  - 6. Further suspensions without pay, then
  - 7. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

11.3 <u>Association Representation.</u> A bargaining unit employee shall be asked by the employer whether they desire to have present an Association representative, if so, indicating the representative of their choice, in any case where an allegation has been made against the

employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed.

- 11.4 Personnel File. A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes with written consent from the bargaining unit employee or to provide a bargaining unit employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it and the date it was reviewed.
  - 11.41 <u>Verbal Warnings</u>. Any such warning deemed a "verbal warning" shall be documented and communicated to the individual and placed in their personnel file.
  - 11.42 Complaints. No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. Complaints against the bargaining unit employee shall be put in writing with names of the complainants (not to include minors), administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit employee believes the material placed in the file is inappropriate or in error, the material will be reviewed by the employee, association representative, and appropriate administrator to determine appropriate action including correction or a written rebuttal. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

Complaints, as defined in this Section, shall not be useable for the purposes of annual teacher performance evaluations unless the complaint is substantiated but not used as any basis of disciplinary action and a part of any additional ongoing incidences of a substantially related nature.

11.43 <u>Limitations.</u> All discipline or complaints, as defined in Article 11.42, that is four (4) years or older shall not be factored into the progressive discipline process.

# Reduction in Personnel / Layoff and Recall

It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, a significant reduction in funding, or other unforeseen circumstances. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used.

- 12.1 <u>Non-Certified.</u> Non-certified will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.
- 12.2 <u>Tenured.</u> If further reduction is still necessary, then tenured teachers will be laid off in inverse order of qualification as defined in Article 12.6, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article 12.6) teacher(s) are not available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.
- 12.3 <u>Post-reduction Notification</u>. After a reduction of teachers as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 12.6).
- 12.4 <u>Pre-reduction Notification.</u> The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester for layoffs during the school year.
- 12.5 <u>Notice Procedure.</u> The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.
- 12.6 <u>Certification and Qualifications</u>. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

#### 12.7 Definitions.

A. <u>Certification</u>. Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, and licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

- B. <u>Qualification</u>. Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article 12.6.
- 12.8 <u>Recall Refusal.</u> A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article 12.6 and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such case, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, they shall be deemed to have voluntarily quit as set forth above.
- 12.9 <u>Insurance</u>. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Schedule B until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA)

### **ARTICLE 13**

# **Seniority**

13.1 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.

# 13.2 <u>Interpretation</u>. 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 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.

#### 13.3 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 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 selected 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 14**

# **Evaluations**

- 14.1 <u>Scope.</u> Beginning with the 2024-25 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:
  - A. specific performance goals identified by the teacher and administrator to improve their effectiveness in the upcoming school year.
  - B. an evaluation of the teacher's job performance with timely and constructive feedback.

- C. clear approaches to measuring student growth with relevant data on student growth.
- D. multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
- E. use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.
  - 1. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department-level teachers and administration.
  - 2. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.
- F. negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.
- 14.2 <u>Process.</u> The negotiated Performance Evaluation system, "Post-observation Feedback Form," "Year-End Evaluation Reporting Form," and "Individual Development Plan (IDP) Form" are available from the Human Resources Office.
  - 14.21 Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
  - A. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. If no notification is provided by September 30 of each year, that teacher shall not be evaluated.
  - B. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
  - C. The observation must include a review of pupil engagement in the lesson that is observed.
  - D. To ensure 14.21B and 14.21C above, the observation shall be no less than thirty (30) consecutive minutes.
  - E. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 14.21B and 14.21C before the classroom observation occurs.
  - F. Feedback on both 14.21B and 14.21C will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Post-observation" feedback form.
  - G. There shall be at least two (2) classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least sixty (60) days apart. The first observation shall occur no later than December 15 of each school year.
  - H. There shall be one scheduled and one unscheduled observation.

- 14.3 <u>Year-end Rating.</u> Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective," "developing," or "needing support."
  - 14.21 The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than the last scheduled school day. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.
- 14.4 <u>Non-Evaluation</u>. Teachers who work less than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.
- 14.5 <u>Exemption</u>. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
- 14.6 <u>Individual Development Plan (IDP) Evaluations.</u> In addition to the above procedures, teachers who are evaluated with an IDP (received a "minimally effective" or "ineffective" prior to July 1, 2024, or "needing support" or "developing" thereafter, and/or first-year teachers) shall be provided the following:
  - A. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
  - B. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
  - C. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than March 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
  - D. A mentor teacher who is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.
- 14.7 <u>Grievance</u>. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.
- 14.8 <u>Rebuttal.</u> All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.
- 14.9 <u>Rights of Tenured Teachers.</u> A tenured teacher who is rated as "needing support" shall have the due process rights to challenge as outlined in the Revised School Code; MCL Sections 1249 and 1249a.

#### 14.10 Training.

- 14.10a <u>Employee</u>. The district shall provide yearly training to all teachers on the evaluation system, reporting forms, and other important components of the year-end evaluation process. Training on how each reporting form is used during the process will be provided before the evaluation process begins.
- 14.10b <u>Evaluator</u>. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years as approved by the MDE and verified by an Association representative that minimally includes all of the following:
  - A. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the negotiated evaluation system and associated forms.
  - B. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
  - C. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
  - D. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
  - E. Ongoing support for evaluators, including feedback from administrators and Association-designated teachers, to help them improve their skills and ensure they are consistently applying the evaluation criteria.

#### **ARTICLE 15**

#### **Negotiation Procedures**

15.1 <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.

15.2 <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.

#### **ARTICLE 16**

# **Professional Grievance Procedure**

- 16.1 <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.
  - 16.11 <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.
  - 16.12 <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 their designated representative to act at Step Two as hereinafter described.
  - 16.13 <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.
  - 16.14 <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.
- 16.15 Withdrawals and Denials. 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.

# 16.2 Grievance Steps.

- 16.21 <u>Step One</u>. 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.
- 16.22 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 their 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 their designated agent shall render their 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 their office.
- 16.23 <u>Step Three</u>. 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 their 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.

- 16.24 <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 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.

16.3 <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 that 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 18**

# 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 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 Mentor Teachers 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**

- 20.1 <u>Contract Representatives</u>. Each party shall designate in writing the name of its authorized representative to administer this Agreement.
- 20.2 <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.

- 20.3 <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, <u>Day</u> 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. <u>Party</u> 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.

20.4 <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 that 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.
- 20.5 <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 a 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.

20.6 <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.

20.7 <u>Successor Agreement</u>. The negotiation of a new Agreement shall begin upon written request of either party made no earlier than ninety (90) calendar days prior to the Contract expiration date. Both parties agree to begin negotiations for the 2025-2026 school year on or about April 1, 2025. If no settlement is reached by the deadline of two weeks after Board approval of the 2024-2025 final audit, mediation will commence.

20.8 <u>Effective Date and Termination</u>. This Agreement shall commence as of July 1, 2024, and shall remain in full force and effect until midnight, June 30, 2025, except, if a provision shall by its express terms extend for a longer period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of June 10, 2024.

BOARD:	SMEA:
CENTREVILLE PUBLIC SCHOOLS ST. JOSEPH COUNTY	SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION
ByRod Detweiler Its President	By Samantha Brueck, CEA Its President
ByTJ Reed	ByCarmita Hunter, CEA
Its Secretary	Its Chairman, Negotiating Team

# Teacher Salary 2024-25

# **SCHEDULE "A"**

The 2024-25 salary schedule reflects an adjustment in steps 17-26, a new step 22, a new step 26, and a  $\pm$  2% increase on all steps (rounded to the nearest dollar). All employees who were on Schedule A during the 2023-24 school year will be advanced one step on the pay scale to recognize advancement for the new school year.

2024-25 SCHEDULE

Step	Level 1	Level 2	Level 3
1	\$40,854	\$42,200	\$44,271
2	\$42,114	\$43,683	\$45,885
3	\$43,372	\$45,164	\$47,499
4	\$44,634	\$46,649	\$49,111
5	\$44,634	\$48,131	\$50,725
6	\$44,634	\$49,614	\$52,337
7	\$44,634	\$51,094	\$53,952
8	\$44,634	\$52,578	\$55,565
9	\$44,634	\$54,062	\$57,178
10	\$44,634	\$55,545	\$58,793
11	\$44,634	\$57,027	\$60,405
12	\$44,634	\$58,509	\$62,019
13	\$44,634	\$59,990	\$63,631
14	\$44,634	\$61,474	\$65,244
15	\$44,634	\$62,974	\$66,880
16	\$44,634	\$64,458	\$68,492
17	\$44,634	\$65,296	\$69,382
18	\$44,634	\$66,145	\$70,284
19	\$44,634	\$67,005	\$71,198
20	\$44,634	\$67,876	\$72,124
21	\$44,634	\$68,758	\$73,061
22	\$44,634	\$69,652	\$74,011
23	\$44,634	\$69,652	\$74,011
24	\$44,634	\$69,652	\$74,011
25	\$44,634	\$69,652	\$74,011
26	\$44,634	\$70,552	\$74,911

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.
- 3) 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
- 4) 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 WMHIP 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:

	2024 PA152 Cap
Single	\$ 7,702.85
Two person	\$16,109.06
Family	\$21,007.83

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 1/1/2024 - 12/31/24

	Gold - Option 1 \$250/\$500 ded 100%	Silver - Option 2 \$250/\$500 ded 90%	Bronze - Option 3 \$1,000/\$2,000 ded 80%	HSA - Option 4 \$1,350/\$2,700 ded 100%
Single	\$114.07	\$41.37	\$0.00	\$0.00
2 Person	\$354.70	\$191.11	\$10.90	\$73.66
Family	\$364.48	\$160.90	\$0.00	\$14.73

Increase premiums for 2025 and the 2025 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.

Continuous Years of District
Health Coverage Prior to Layoff

Length of Time You Can Continue <u>District Health Insurance</u>

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

<sup>\*</sup>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

#### <u>Dependent Children</u>:

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: - The 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 19<sup>th</sup> 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 Boys / 1 Girls)	1.5	1.5	1.5	1.5	1.5
BASEBALL					
Head Varsity (1)	8	9	10	10.5	11
Assistant (+1)	5	5.5	6	6.5	7
Junior Varsity or Assistant (1)	5	5.5	6	6.5	7
Junior High Coach (+1)	3.5	4	4.5	5	5.5
SOFTBALL					
Head Varsity (1)	8	9	10	10.5	11

Assistant (+1)	5	5.5	6	6.5	7
Junior Varsity (1)	5	5.5	6	6.5	7
Junior High Coach (+1)	3.5	4	4.5	5	5.5
CHEERLEADING					
Varsity/JV (1) Fall	5	5.5	6	6.5	7
Varsity/JV (1) Winter	5	5.5	6	6.5	7
Assistant V/JV (1) Fall	3.5	4	4.5	5	5.5
Assistant V/JV (1) Winter	3.5	4	4.5	5	5.5
Junior High (1) Fall	3.5	4	4.5	5	5.5
Junior High (1) Winter	3.5	4	4.5	5	5.5
STRENGTH & CONDITIONING COACH					
Fall	5	5.5	6	6.5	7
Winter	5	5.5	6	6.5	7
Spring	5	5.5	6	6.5	7
Summer	5	5.5	6	6.5	7

#### **Section 2. Other Assignments**

School Leadership Team Member 3% of BA Base, Step 1. Testing Coordinator - 1 gr 3-6, 1 jr/sr 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 a 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

Agri-Science Stipend	10%	14%
Summer School/Academy	\$20.00/hr	\$20.00/hr
Band Director	5%	7%
PLAYS**		
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		
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

<sup>\*\*</sup>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 <sup>th</sup> , 5 <sup>th</sup> , 6 <sup>th</sup> )	1	1
Artworks (1 position)	1	1
Art Club	2	2
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 C 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 are critical. In addition, it is vitally important for the student to interact with 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 that the district will sponsor for each school year and will accept applications for those activities. On a yearly basis, non-athletic Schedule C positions will be open to any staff member interested. It is not to be assumed that staff members serving a Schedule C role will continue in that role from one school year to the next. The building-level administrator will open all non-athletic Schedule C positions for staff consideration no later than the last day of the school year and make a final decision on the staff member who will fill that role prior to the first day of school of the forthcoming school year. 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
Ever Convince	BENEFIT FREQUENCY - ONCE EVER	
Exam Services	\$6 copay	Up to \$40
Exam  Poting Imaging	Up to \$39	Not covered
Retinal Imaging  Contact Lens Fit and Follow-Up	·	
Fit and Follow-up - Standard	Up to \$40	Not covered
Fit and Follow-up - Premium	10% off the 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 the 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
All Other Lens Options	20% off the retail price	Not covered
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	60%
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	
Class III	60%
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	60%
Orthodontic Care:	
Habit-breaking appliances	
Appliance construction and installation	
Full banding treatment	
Monthly active treatment visits	
Annual Maximum on Classes I, II, and III	\$1,000.00
Lifetime Maximum on class IV	\$ 600.00

#### Gold Dental Program

DENTAL PLAN BENEFIT SCHEDULE

CO-PAY

100%

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

Class I

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 2024 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/month	Cost/year
Single	\$33.34	\$400.08
2 Person	\$74.27	\$891.24
Family	\$94.94	\$1,139.28

### **APPENDIX 3**

## CENTREVILLE PUBLIC SCHOOLS LIFE AND AD&D PROGRAM

# Schedule of Benefits

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

# Reduction Schedule

Attained Age	Percentage of Reduction from	
	Amount in Effect at Age 70	
70	35%	
75	50% of the 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 for Participant Benefits, as articulated in Article 4 of the Plan.

WHEREFORE, 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.

#### CENTREVILLE PUBLIC SCHOOLS 2024-25 CALENDAR - STAFF

180 student days are required

180 student days/187 paid staff days

PD: 2.5 days - 8/12 pm, 8/13, 8/14 = 15 hrs. .5 day - 8/19 pm = 3 hrs. 8 - 2 hr PD sessions (2:15-4:15p) = 16 hrs Total = 34 PD hrs. (30 required)

District Day: 1/2 day - 8/12 am

1/2 days: Elem dismiss at 11:25am Jr/Sr dismiss at 11:30am

Early Release: Elem dismiss at 2:02pm Jr/Sr dismiss at 2:08pm

#### AUGUST 2024

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

12-14 District/PD (15 hrs. PD) (Staff Only) 19 1st Day of School: am Student/pm Staff PD 30 No School (Set by Legislature) 9 Student Days / 18 Staff PD hrs.

#### SEPTEMBER 2024

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

2 Labor Day - No School 16 Fair Day - 1/2 Day Students & Staff

20 Student Days / 2 Staff PD hrs.

#### OCTOBER 2024

М	T	W	Т	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	ER 23	24	25
28	29	30	31	

2 Pupil Accounting Day - Fall 16 Full Student Day w/Jr/Sr PTC 4-7pm 17 Full Student Day w/Elem PTC 4-7pm 18 1/2 Student Day w/District PTC 12-3pm 23 Student Days / 2 Staff PD hrs.

#### NOVEMBER 2024

М	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	ER 20	21	22
25	26	27	28	29

27-29 Thanksolving Break - No School

18 Student Days / 2 Staff PD hrs.

#### **DECEMBER 2024**

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

19 1/2 Student Day & 1/2 Records Day - S1 Ends 20-31 Christmas Break - No School 14 Student Days / 2 Staff PD hrs.

#### JANUARY 2025

M	T	W	Т	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	ER 22	23	24
27	28	29	30	31

1-3 Christmas Break - No School

20 Student Days / 2 Staff PD hrs.

#### **FEBRUARY 2025**

М	Т	W	Т	F
3	4	5	6	7
10	11	12	12	14
17	18	ER 19	120	21
24	25	26	27	28

7-10 Mid-Winter Break - No School

18 Student Days / 2 staff PD hrs.

#### MARCH 2025

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	
31					

19 Full Student Day w/ Jr/Sr PTC 4-7pm 20 Full Student Day w/ Elem PTC 4-7pm 21 1/2 Student Day w/ District PTC 12-3pm 28-31 Spring Break - No School 19 Student Days - NO EARLY RELEASE/PD

#### APRIL 2025

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

1-4 Spring Break - No School 18 Good Friday - 1/2 Day Students & Staff 18 Student Days / 2 Staff PD hrs.

#### MAY 2025

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

26 Memorial Day. No School. 29 1/2 Student Day & 1/2 Staff Records Day

30 Last Day of school. 1/2 Student Day 1/2 Staff Records Day 21 Student Days / 2 Staff PD hrs.

Orange - Early Release/District PD: 9/18, 10/23, 11/20, 12/11, 1224, 2/19, 4/23, 5/21

Early Release: Elem dismiss at 2:02pm Jr/Sr dismiss at 2:08pm

Gray - 1/2 Days: 8/19, 9/16, 10/18,12/19, 3/21, 4/18, 5/29, 5/30

Gray - 1/2 Days: Elem dismiss at 11:25am Jr/Sr dismiss at 11:30am

Pink - No School Days

2/19/24

# CENTREVILLE PUBLIC SCHOOLS 2024-25 Staff Calendar

August 12 ½ District Day (AM)

August 12-14 Professional Development - 15 hrs. (K-12)

August 19 First Day of School - ½ Student Day / ½ District PD (3 hrs.)

August 30 No School

September 2 Labor Day - No School

September 16 Fair Day - ½ Student Day / ½ Staff Day September 18 Early Release/District PD (2 hrs.)

October 16 Jr/Sr PTC - 4-7 pm
October 17 Elementary PTC - 4-7 pm

October 18 ½ Student Day - District PTC - 12-3 pm
October 23 Early Release/District PD (2 hrs.)
November 20 Early Release/District PD (2 hrs.)
November 27-29 No School - Thanksgiving Break
December 11 Early Release/District PD (2 hrs.)

December 19 ½ Student Day / ½ Records Day - Semester 1 Ends

December 20-January 3 No School - Winter Break

January 22 Early Release/District PD (2 hrs.)
February 7-10 No School - Mid-Winter Break\*
February 19 Early Release/District PD (2 hrs.)

March 19 Jr/Sr PTC - 4-7 pm
March 20 Elementary PTC - 4-7 pm

March 21 ½ Student Day - District PTC - 12-3 pm

March 28-April 4 No School - Spring Break

April 18 Good Friday - ½ Student Day / ½ Staff Day

April 23 Early Release/District PD (2 hrs.)
May 21 Early Release/District PD (2 hrs.)
May ?? Graduation (Date & Time TBD)
May 26 Memorial Day - No School
May 20 Student Day / 1/ Records Day

May 29 ½ Student Day / ½ Records Day

May 30 ½ Student Day / ½ Records Day - Last Day of School

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

Elem students will dismiss at 2:02 pm and jr/sr students will dismiss at 2:08 pm on Early Release Days.