AGREEMENT BETWEEN CEDAR SPRINGS PUBLIC SCHOOLS BOARD OF EDUCATION

AND THE

CEDAR SPRINGS EDUCATION ASSOCIATION (CSEA/MEA/NEA)

Effective Date: July 1, 2024 - June 30, 2027

204 East Muskegon, Cedar Springs, MI 49319



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AGREEMENT

This Agreement is entered into as of the 1st day of July, 2024, by the Board of Education of Cedar Springs Public Schools of Kent and Newaygo Counties, Michigan, (the "Board") and the Cedar Springs Education Association (the "Association"), which is affiliated with the Michigan Education Association (the "MEA"), and the National Education Association, (the "NEA").

This agreement extends through June 30, 2027 with the option to open the contract after January 1, 2026, to negotiate potential revisions to Article 6 and Appendix A for the 2026-2027 school year.

ARTICLE 1 RECOGNITION

A. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act, for all certified professional employees including full-time and regular part-time personnel such as classroom teachers, speech pathologists, social workers, psychologists, guidance counselors, librarians, permanent substitutes, special education personnel, (collectively, bargaining unit member (the "member")), and shall include any new positions created during the life of this Agreement, provided its function is liking to, similar or approximately equal to any position herein recognized, as determined under the rules of the Michigan Employment Relations Commission.

Ancillary Staff in this contract are defined as Association Members who are not subject to the Michigan Teachers Tenure Act, including but not limited to Occupational, Physical, or Speech Therapists, Social Workers or Teacher Consultants.

Excluded from the unit are per diem substitutes, supervisory, executive personnel and non-teaching personnel such as secretaries, school aides, custodians, maintenance, clerical, school bus and food service employees.

- B. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.
- C. Despite reference to the Board or the Association as such, each reserves the right to act by committee, individual member, or designated representative; professional or lay, whether or not a member. Each party will provide the other, upon written request, satisfactory evidence, such as official minutes or certificate of resolution, of authority so to act.
- D. Nothing in this Agreement shall operate retroactively unless expressly so stated.
- E. In the event that legislation affecting language stricken from previous Master Agreements is repealed or overturned, those items will be reconstructed through the use of existing board policy and mutually agreed upon administrative guidelines (where applicable). In the event that no Board policy exists covering the removed subjects, previous contract language may be reinstated into the existing Master Agreement. All reconstructed/reinstated changes will be collaboratively agreed upon through a letter of agreement by the Association and the Board.



ARTICLE 2 MEMBER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict any member in the exercise of any rights the member may have under the applicable laws and regulations of the State of Michigan.
- B. The conditions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, religion, color, national origin, age, sex, residence, disability, or marital status of any member.
- C. The member shall be entitled to engage in religious or political activities outside of school, and this shall not be grounds for any discipline or discrimination as to the professional employment of such member. The private and personal life of any member is not within the appropriate concern or attention of the Board unless it affects the personal and professional conduct and performance of the member's assigned responsibilities.
- D. Complaints or allegations against a member that the administration could not substantiate and that originated after the initial employment of a member will not be placed in his/her personnel file unless the member has had an opportunity to review the material. The member has the right to submit a written rebuttal statement if the member disagrees with information contained in their personnel record.

ARTICLE 3

RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested to it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality foregoing the right, provided that within these rights and responsibilities the Board will not violate the provisions of this Agreement:
 - 1. To the executive management and administrative control of the school system and its properties and facilities.
 - 2. To construct, acquire, and maintain school buildings and equipment.
 - 3. To hire all members and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to assign, transfer, promote, and supervise all such members; and to establish and revise rules pertaining to the conduct of the members.
 - 4. To establish educational policy, grades, and courses of instruction including special programs, and provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.



ARTICLE 4

DISCIPLINE AND MEMBER PROTECTION

- A. The Board recognizes its responsibility to give support and assistance to members as to the maintenance of control and discipline in the classroom. Whenever it appears in the judgment of the classroom members and building principal, that a particular student requires the attention of professional persons (special counselors, social workers, law enforcement personnel, physicians, or etc.) and IDEA's Child Find considerations, Student Threat Assessment Team, and/or the student code of conduct have been considered, the Board will relieve the member of the responsibilities as to such student.
- B. A member may exclude, and immediately arrange escort to the principal's office, a student from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the member will furnish the principal, that day, particulars of the incident, which may be in writing. The student shall not be returned to the class until after he/she has had consultation with the principal or assistant principal and/or member. As soon as possible after a student is removed from the class, the member shall ask the student's parent or guardian to attend a parent-teacher conference regarding the suspension.
- C. Any case of assault upon a member or malicious damaging or destruction of personal or school property shall be promptly reported to the building principal, the Superintendent and the Board. The Board will provide such assistance as it deems necessary or advisable in connection with the handling of such incidents by law enforcement officials, provided that this provision shall not be construed to mean that the Board will be obligated to provide or bear the cost of legal counsel to any member involved in such an incident.
- D. Time lost by a member in connection with litigation arising out of any incident mentioned in Paragraph C immediately above shall not be charged against the member. The Board will reimburse the members for any loss, damage or destruction of clothing or personal property from any incident mentioned in Paragraph C immediately above while the member is on duty for the school, provided that if the member involved is insured against such loss, the Board shall be responsible only to the extent of any deductible involved.
- E. A teacher may not be demoted, discharged, or otherwise disciplined for a reason that is arbitrary and capricious. In all instances, discharge, and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code.
- F. Progressive Discipline: A program of progressive discipline shall be followed. Below are the five steps included in this progressive discipline model.
 - a. Verbal warning
 - b. Verbal reprimand
 - c. Written reprimand
 - d. Suspension, with or without pay
 - e. Dismissal
- G. The District will follow progressive discipline whenever appropriate, however, the Association and District acknowledge that the severity of the offense may provide reason for the acceleration of the above progressive discipline. Serious violations may require harsher discipline from the outset. Additionally, nothing in this policy limits the District's right to take other appropriate action such as placing a member on paid administrative leave during the pendency of an investigation.



- Alternatively, the district may consider preventative measures to address the misconduct, including training, counseling, coaching, and other remedial measures.
- H. A member shall at all times be entitled upon their request to have present a representative of the Association when they are being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When the District plans an investigational interview of a member, inquires about an issue, or requests that a member submits a written account of an incident under investigation, they shall notify the member and inform the member that they have a right to representation and to notify the association leadership if they choose. When a request for such representation is made, discipline shall be delayed until a representative can be present, This delay cannot unduly interfere with an investigation and should be no longer than two (2) school days unless there are mitigating circumstances.

ARTICLE 5 **NEGOTIATIONS**

- A. The parties acknowledge that during the negotiations which result in this Agreement, each had the unlimited right and opportunity to make demands and proposals as to any subject or matter not removed by law from the area of collaborative bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated to bargain collectively as to any subject or matter referred to or covered in this Agreement even though such subjects or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- C. When negotiations are conducted during regular school hours by mutual agreement, released time shall be provided for the Association's negotiator.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be three (3) signed copies of any final Agreement. One copy shall be retained by the Board, one by the Association, and one by the Superintendent.



ARTICLE 6 MEMBER HOURS

A. Work Day

- 1. It is agreed that the work day of the members shall be seven (7) hours.
- 2. Before August 1, the arrival and dismissal times of the student day shall be mutually established by the administration and association to maintain continuity of schedules with area programs in which students are involved.
- 3. Members may be asked to support the maintenance of a safe school environment by supervising students within the building for fifteen (15) minutes before and/or after school, (i.e., 5 before/10 after, 10 before/5 after, etc.) Building principals will determine the supervision schedule in conjunction with the building association representative(s) with consideration of individual staff input.
- 4. A thirty (30) minute duty-free, uninterrupted lunch period for grades (6-12) and a thirty-five (35) minute, duty-free uninterrupted lunch period for grades (PreK-5), to be arranged by each building.
- 5. The arrival and dismissal times for a particular member may be altered to provide programs/courses for students that cannot otherwise be scheduled during the regular school day, provided, however, that no member will be assigned to teach a class before or after school without his/her prior agreement.
- 6. A total of 12 additional hours will be split between open house/orientation/curriculum night, and spring and fall conferences to be mutually decided at the building level with association input. (i.e., open house = 1 hour, fall conferences = 6 hours, spring conferences = 5 hours)

B. Teaching Loads

1. The accepted teaching load shall be maintained in the following framework:

Secondary (Grades 6 - 12)

- 15 minutes supervision according to Article 6.a3
- 5 hours, 18 minutes instruction/passing time
- approximately 57 minutes preparation period
- 30 minute duty free lunch
- Average weekly instructional time = Twenty-six (26) hours and thirty (30) minutes

Elementary (Grades K-5)

- 15 minutes supervision according to Article 6.a3
- 5 hours, 20 minutes instruction/passing time
- 50 minutes preparation period
- 35 minute duty free lunch
- Average weekly instructional time = Twenty-six (26) hours and forty (40) minutes
- 2. The Board will endeavor to assign regular part-time teachers consecutive class assignments during their scheduled work day to avoid assignments not connected by preparation periods or other duty-free time.
- 3. Part-time members will be required to attend all staff development programs scheduled during the normal working day and regularly scheduled member meetings, unless excused by their building principal.



4. If a member is assigned to more than one building, the staff member must attend meetings and in-service as mutually agreed upon by the staff member and the administrators involved.

C. <u>Preparation Periods</u>

The District shall provide time during the normal work day to allow members to devote time to individual students, plan for classes or student activities, classroom management and grading, individual principal/teacher or parent/teacher conferences, performance evaluation and/or other school related work or activities. These activities shall occur during the non-teaching time during the work day before and after school and during scheduled preparation periods.

1. Secondary Preparation Time

All secondary teachers shall receive a continuous daily preparation period no less than the length of the scheduled class period.

2. K-8 Preparation Time

- a. Teachers in grades K-8 shall also be provided with duty-free recess periods when and if recess periods are provided.
- b. Elementary (self-contained) teachers shall receive a continuous daily preparation period not less than fifty minutes in length.
- 3. Encore/Specials teachers, and all special education teachers shall be provided with continuous preparation time, within the framework of the instructional day equivalent to the time allotted to the teachers as mentioned above based on assignment.
- 4. If a teacher has begun his/her normal teaching day and is unable to continue his/her teaching duties, an administrator may request another teacher to supervise the classroom during his/her preparation period, for that day only. The teacher who does the supervising is to be paid according to provisions set forth in Article 13.E.
- 5. All teachers must remain in their assigned building during their preparation periods unless their building principal specifically approves their leaving this building. Teachers may leave their assigned building during their lunch periods.
- 6. Regular part-time personnel preparation period will be according to the length of the assigned teaching hours; a ½ time position will be 50% of regular prep period, ¾ time position will be 75% of the regular prep period.
- 7. Teachers can be asked to teach during a preparation period for compensation (Article 13.E) or, if the teacher chooses, compensatory time, provided, however, that no teacher may be required to do so more than two (2) times in any given contract year.
 - Compensatory time may be taken in one-half (.5) day or full day units. Two weeks' advance notice must be given to the building principal. All compensatory time must be used prior to the last two (2) full weeks of school. Compensatory time will not be used during parent/teacher conference sessions or to extend a scheduled vacation. At the end of the school year, any compensatory time of six (6) hours or less or any compensatory time earned during the last two (2) full weeks of school, may be carried over to the next school year, but cannot be taken until after the first two (2) full weeks of school. Teachers must notify the building principal by June 1 of each school year as to their desire to carry over compensatory time or be paid for it.



D. **Building Meetings**

- 1. Building principals shall have the option of holding not more than sixty (60) minutes of staff meetings each month, which shall not be split into more than two (2) thirty (30) minute meetings.
- 2. Building administrators will consult and collaborate with department/grade level chairpersons when constructing meeting agendas. The agenda will be crafted to meet the needs of the District Strategic Plan and/or continuous improvement goals. Unless extenuating circumstances occur, written notice of agenda will be provided at least two (2) working days prior to meeting with five (5) working days advance notice if there are materials to be reviewed.
- 3. Any additional meetings for an entire building staff shall be voluntary.
- 4. All staff will meet for forty-two and a half (42.5) hours for the purpose of professional collaboration and learning, including PLC and staff development (Appendix F).

SD = Staff Development time is to be led by building or District level administrators. SD time includes necessary staff training, discussion of building-wide or District-wide initiatives, data conversations, or any other type of PD deemed necessary by administration. Content of Staff Development time would be determined by administration, in consultation with teaching staff if necessary.

PLC time = Professional Learning Communities time is to be led by members, specifically the group's PLC leader. The leader will determine the meeting agenda, in collaboration with Administration, and the content being discussed. PLC agendas will be driven according to topics in Appendix E. Administrators are to act as consultants and assistants during PLC time; however, they should not lead the meeting or solely determine the agenda.

5. One additional hour per fall and/or spring conference may be added. The additional hours if needed will come from the same month by canceling the building staff meeting. Any additional responsibilities normally associated with that staff meeting or PLC time will be canceled. This determination will be made by the building management team, Teacher/PLC Leader in conjunction with the building principal.

E. Grade Level Meetings

The grade level and department chairpersons may also schedule meetings for the members in their grade level or department. The timing and duration of these meetings will be established by the respective chairpersons, but will not normally occur during scheduled instructional periods. Not more than sixty (60) minutes of staff meetings each month, which shall not be split into more than two (2) thirty (30) minute meetings.

F. Job Sharing

1. Application

Two members desiring to share a certified position may make application to the Superintendent. Such application shall include a written proposal regarding hours of work, methods of communication, job duties, meetings, inservice, conferences, and the division of responsibilities and shall be reviewed by the building principal. The Superintendent shall meet with the applicants to discuss their proposal and thereafter make his/her decision granting or denying the application in writing within ten (10) school days of the meeting. Job share applications shall be resubmitted annually for approval.

2. Restrictions and Waivers

a. Prep period will be assigned and will be according to the length of the assigned teaching hours; a ½ time position will be 50% of regular prep period, ¾ time position will be 75% of the regular prep period.



3. Compensation System

Should an application for job sharing be approved, compensation for the members shall be as follows:

- a. **Salary:** Salary compensation shall be the prorated amount (prorated as to the percentage of appointment) at the appropriate step for each member of salary schedule, Appendix A.
- b. **Fringe Benefits:** All fringe benefits, to the extent permitted by the carriers, shall be prorated as to the percentage of the appointment so that a job share assignment shall allow each member to elect Plan B fully paid by the board. The members shall be allowed to elect Plan A if they pay the cost difference above Plan B.
- c. Paid Leave: Employees shall have paid leave days prorated to the nearest half (1/2) day.

4. Step Advancement

Job share members shall move a full step on the salary schedule, Appendix A, for each year employed.



ARTICLE 7

CLASS SIZE AND WORKING CONDITIONS

Because the number of students per teacher has a bearing upon effective education and teacher workload, the parties agree to set the following per class ratios:

Young 5	18 students
K-1	22 students
2-3	24 students
4-5	26 students
6-12	30 students

Exceptions to the above ratio include classes in physical education, band, vocal music for secondary classes.

If the ratio exceeds the above mentioned and a teacher recognizes that the needs of his/her

students are not being adequately met because of class size, the employee may invoke the following relief procedures:

Relief Procedure:

- 1. The teacher(s) shall communicate with his/her principal to define the problem and to recommend a solution in an attempt to resolve the matter.
- 2. A solution from one (1) of the alternatives listed below will be provided:
 - a. Reassignment of the student(s) to another class, grade or facility, or
 - b. Assignment of a classroom support personnel, or
 - c. Add additional sections
- 3. After the 3rd week of the first semester and 2nd week of the second semester, the Administration will make adjustments to the classroom roster.
- 4. If no solution can be determined from 2.a-2.c above, upon the Superintendent's discretion, the following compensation will be provided retroactive to the date of overage:
 - a. Two (2) dollars per class period per student (grades 6-12 and elementary special), or
 - b. Three (3) dollars per day per student per teacher of record (grades K-5).

A. Grade Level and Departmental Chairpersons

The teachers within each grade level in grades K-8, within the group of other members in each elementary building and the middle school, and within each department in the high school shall select a chairperson for their particular grade, group or department. This selection shall take place prior to May 31st, and shall be effective for the next school year, commencing at the end of the selection year's instructional period. These chairpersons shall receive additional compensation as set forth on Appendix B for the school year during which they will be performing their duties.

- 1. Half payment will be distributed in a regular check at the end of each semester with two weeks' advance notice to the business office; or
- 2. Full payment will be distributed at the end of the year according to the extra duty payment schedule.



ARTICLE 8 RETIREMENT

A. Severance Pay

Members retiring from service with the Cedar Springs Public Schools shall be paid \$100 per day of unused sick leave up to a maximum of two hundred twenty-five (225) days provided that notice to retire is filed in writing with the Superintendent's office by March 1st of the year of retirement and that the employee actually retires by July 1st of that year. Extensions to April 1st will be granted by the Superintendent, if requested in writing. This amount shall be paid in one lump sum the first payroll after January 1st of the year immediately after retirement of the member. All severance pay will be paid to a 403b account designated by the employer. Members must establish withdrawal times and amounts with their financial advisor. Letters submitted to the Superintendent by November 1st for the end of first semester retirement shall receive severance pay on the first payroll in August following their retirement.

B. Eligibility

To be eligible for benefits under this program,

- A member must have completed a minimum of at least fifteen (15) continuous years of service to the Cedar Springs Public School District by July 1 and is immediately enrolled in the Michigan Public School Retirement Fund and must be eligible for Michigan Retirement Benefits, and
- 2. Is immediately enrolled in the Michigan Public School Retirement Fund, and
- 3. Is scheduled to receive retirement allowance within two (2) months of the date of the last payroll at Cedar Springs Public Schools, and
- 4. A "Final Salary Affidavit" form is requested by the employee as supplied by the Michigan Public School Employees Retirement Fund.
- 5. Should a person receive this benefit and return to employment in the Cedar Springs Public Schools, no further benefit will be paid unless by special action by the Board.
- 6. All necessary withholding shall be made as required by law but payment shall not be considered an addition to salary and will not be used to increase final allowance as paid by the Michigan Public School Employees Retirement Fund.



ARTICLE 9 LEAVES OF ABSENCE

At the beginning of each school year each member shall be credited with fourteen (14) days of leave. Less than full-time employees shall have leave days prorated to the nearest half day. Unused paid leave time will accumulate without limit.

A. Paid Leave

- 1. These days may be used for personal illness, illness of a family member, medical appointments, and funeral days.
- 2. Advance notification for paid leave days will be given when possible.
- 3. Employees who leave during the instructional day because of illness, will have one-half day deducted from their paid leave day allowance.
- 4. Days on which an employee is in attendance at professional conventions, visitations to other schools and school systems, educational conferences and meetings, speaking engagements, will not be regarded as absences if prior administrative approval has been granted. Therefore, no deduction of a day or days from the paid leave days will occur.
- 5. Paid leave days may be taken in half-day or full-day units.
- 6. A doctor's excuse is required for sick leave days preceding or following holidays or vacations. Employees must give proper notification, as explained above, to the appropriate administrator. The administrator will discuss the absence with the Superintendent or designee. If mutual agreement is reached, no documentation is needed.
- 7. Unused paid leave days may accumulate without limit.
- 8. Each employee may use up to four (4) paid leave days per year for the employee's personal business. It is intended that personal business will be available to use at the employee's discretion. Unused personal leave will be accumulated from year to year as accrued sick leave.
 - a. Notice of personal business leave shall be given ten (10) days in advance of the day of the leave except in cases of an emergency.
 - b. Written requests for personal leave days that fall before or after a scheduled break, shall be granted only in emergency or extraordinary situations and must be approved by the principal and the Superintendent.
- 9. For all sick leaves of three or more consecutive days, the board may require a physician's certificate verifying physical/mental illness or disability which prevents the teacher from fulfilling his or her teaching responsibilities.

B. Accrued Paid Leave Days

- 1. Employees may utilize accrued paid leave when they are unable to work due to one of the following:
 - a. Illness, injury, or other "qualifying condition" as covered under the Family and Medical Leave Act of
 - b. Funeral Attendance. Leave shall be granted for member to attend a funeral. Additional days for specific funeral leaves requested by the member may be granted at the discretion of the Superintendent.



C. <u>Unpaid Personal Leave</u>

- Any employee desiring an unpaid leave, other than leaves in the contract, shall notify their supervisor
 and apply in writing to the superintendent identifying the period of the proposed leave and the
 necessity thereof. The granting or denial of any such requested leave shall be discretionary with the
 superintendent.
- 2. Superintendent approval of any such leave, if granted, shall be in writing and shall specify the period of the approved leave and the purpose for which it may be used.
- 3. A maximum of five (5) days may be used for unpaid personal leave per school year.

D. Family and Medical Leave Act of 1993

- 1. The employer will provide up to a total of twelve (12) weeks of unpaid leave during a rolling 12- month period measured backwards from the date the employee uses FMLA leave as per the Family and Medical Leave Act of 1993. An eligible employee may take FMLA leave for any qualifying event.
- 2. During the leave period, the employee is not entitled to unemployment compensation benefits, even if the leave is unpaid.

3. Eligibility

To be eligible for family or medical leave, an employee must have been employed by the employer for at least 12 months and worked at least 1,250 hours during the prior 12-month period.

4. Leave Schedule

- a. Where leave is to be taken for the birth or placement of a child for adoption or foster care, the leave may not be taken intermittently or on a reduced leave schedule unless the employee and employer agree otherwise.
- b. Where leave is taken to care for a sick family member or due to the employee's own serious health condition, leave may be taken intermittently or on a reduced schedule when medically necessary (partial days or weeks).

5. Notice of Leave

- a. Where the necessity for leave is foreseeable due to the expected birth or placement of a child, the employee must provide at least thirty (30) days' notice of the employee's intention to take leave. If the date of birth or placement requires leave to begin in less than thirty (30) days, the employee must provide such notice as soon as practicable.
- b. Where the necessity for leave is due to a family member's or the employee's own serious health condition and is foreseeable based on planned medical treatment, the employee must give at least thirty (30) days' notice (or notice as soon as practicable, if treatment starts in less than thirty [30] days) and make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the employer, subject to the approval of the health care provider.
- c. Where the need for leave is unforeseeable, only notice as soon as practicable is required.
- d. Where an employee requests intermittent leave or leave on a reduced schedule due to a family member's or the employee's own serious health condition and the leave is foreseeable based on planned medical treatment, the employer may require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodates the leave than the employee's regular job. The temporary position shall have the equivalent pay and benefits of the employee's regular job.



6. Certification

- a. The employer requires that any leave request based on a family member's or the employee's own serious health condition be supported by certification of a health care provider. The employee must provide a copy of the certification to the employer in a "timely manner."
- b. If the employer has reason to doubt the validity of the certification, the employer can, at its expense, require the employee to get a second opinion. The second health care provider may be designated or approved by the employer, but that provider may not be employed on a regular basis by the employer.
- c. If the second opinion conflicts with the first, the employer may require a third medical opinion, again at the employer's expense. This provider must be jointly designated or approved by the employer and employee. The opinion of the third provider will be controlling.

7. Restored Employment

a. The employee is not entitled to the accrual of any seniority or employment benefits during the period of leave.

8. Health Care Coverage

- a. The employer will maintain coverage under the group health plan for an employee who is taking leave under the Family and Medical Leave Act of 1993. The coverage will be continued for the duration of the leave, at the same level, and under the same conditions, coverage would have been provided if no leave had been taken. The employee is responsible for any employee contribution towards health care insurance costs over the PA 152 cap. If the employee fails to make employee contributions during a leave, the District may cease insurance coverage following multiple notifications to the employee.
- b. If an employee fails to return to work after the period of leave expires, the employer may, subject to exceptions allowed under the Family or Medical Leave Act, recover the premium the employer paid for coverage during the leave period.

E. Child Care Leave

Extended child care leave, without pay or benefits, will be granted to an employee, upon written request to the Superintendent or designee, for a period of time no less than the balance of the contract year and not more than one school year following the granting of the leave in accordance with the following provisions:

- 1. Such leave shall be available to adoptive parents.
- 2. In the event of the death of the object child of the leave, or for other good cause shown, the leave may be immediately terminated by formal approval of the Board at the written request of the employee.
- 3. The employee shall be guaranteed a position upon return unless the employee is subject to layoff or another lawful reason.
- 4. The extended child care leave may be shortened upon written request of the employee and formal approval by the Board.

F. Bereavement Leave

The employee shall, per occurrence, be granted up to three (3) additional consecutive paid funeral leave days to attend a funeral when death occurs in the employee's immediate family. "Immediate family" shall mean the employee's spouse, children, sister,



brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren or other person residing in the employee's household at the time of death. Additional days requested by the employee may be granted from the employee's accrued paid leave days at the discretion of the Superintendent or designee.

G. Sick Bank

- 1. On or before September 30 of each school year, each member may contribute not more than two (2) days of the foregoing paid leave allowance to a common bank to be administered by a committee composed of three (3) Association members (president elect, president, and past president) and two (2) Administrators (the building principal involved and one other as appointed by the Superintendent).
- 2. As of the aforementioned date, the accumulation in the bank shall not exceed three hundred (300) days.
- 3. Members who have exhausted their accrued paid leave allowance and who have been ill for at least five (5) consecutive days may request additional days from the sick bank for themselves only.
- 4. The requesting member must submit a letter of request to the President of the Association and the Superintendent. The meeting shall be called and chaired by the President of the Association.
- 5. Sick bank days shall be approved by a majority vote of the above committee upon written request by the member if the committee determines that the disability is due to an unusual and/or serious illness or accident.
- 6. No sick bank days will be granted for the first five (5) days after accumulated paid leave days have been exhausted. After the five (5) days, requests may be granted for up to sixty (60) days at full pay or until long-term disability begins. After sixty (60) days, salary will be adjusted to 60% of full pay. If additional days are needed for any other disability within the same school year, another request must be processed.

H. <u>Disability Leave</u>

- 1. A disability leave of absence will be granted to employees who have been absent for more than twelve (12) weeks because of a non-work related injury, illness, or other disability, subject to the right of the Employer to require a physician's certificate establishing that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability.
- 2. During a disability leave of absence, the employee must use all available paid leave time. When the employee exhausts available paid leave time, the employee's remaining leave will be unpaid. The employee may continue his or her insurance benefits, at their own expense, under COBRA. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. At the completion of the twelve (12) month period, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from his/her treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave.
- 3. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability.
- 4. In a situation where the employee's physical or mental condition raises a question as to the employee capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this Section.
- 5. Employees who request a leave of absence under this section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained.



- 6. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as far in advance as possible. All employees returning to work from a disability leave of absence must present a physician's certificate indicating the employee is medically able to return to work.
- 7. The employee taking the disability leave shall return to their vacated assignment if taking a temporary leave (less than 150 school days) and will be guaranteed a position the following school year upon return from a leave greater than 150 school days, except if there is a necessary reduction in force or another lawful reason.

I. Worker's Compensation

Any employee who is absent because of injury or disease compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between the disability benefits provided by the Workers' Compensation Law and the leave from duty benefits herein provided. Said partial payments from the Board shall be charged pro-rata against the employee's accumulated leave days.



ARTICLE 10 PERSONAL AND PROFESSIONAL LEAVES

A. Leave Conditions

1. Career Enrichment Leave

The Board may, in its sole discretion, grant a leave of absence, without pay or benefits, of up to one (1) year upon the written request of an employee. Such leave, if granted, shall be for the purpose of participating in a school program in another school district, state, territory or country. The work shall be related to the employee's professional responsibilities. The employee shall be guaranteed a position upon return, except if there is a necessary reduction in force or another lawful reason.

2. Sabbatical Leave

The Board, in its sole discretion, may grant a leave of absence, without pay or benefits, to an employee upon written application, for the purpose of engaging in study at an accredited college or university in a program reasonably related to the employee's professional responsibilities. The employee shall be guaranteed a position upon return, except if there is a necessary reduction in force or another lawful reason.

3. Witness Leave

Employees who are subpoenaed as a witness for court appearances that are not related to his/her employment by the Cedar Springs Board of Education shall be granted a paid leave for such time as is necessary to perform whatever is mandated by the subpoena. A leave of absence shall also be granted to an employee who is subpoenaed for a legal proceeding concerning the employee's employment with Cedar Springs Public Schools. The school shall pay an amount equal to the difference between the employee's daily wage and the witness fee (not including travel allowance or expense reimbursement) for each day the employee serves as a witness.

4. Jury Duty Leave

A leave of absence shall be granted to an employee called for jury duty. The school shall pay an amount equal to the difference between the employee's daily wage and the daily jury duty fee (not including travel allowance or reimbursement of expenses) for each day on which the employee reports for or performs the civic duty and on which he/she otherwise would have been scheduled to work.

5. Military Training or Emergency Duty Leave

Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

6. Association Leave

The Employer will allow a total of five (5) working days each year to allow members selected by the Association to attend meetings or perform duties related to the Association's operation. The daily rate of the substitute member's salary shall be paid by the Association. The use of such days shall be requested in writing to the Superintendent at least five (5) days in advance and signed by the Association President or two (2) Association officers. The Employer reserves the right to deny leave in instances where a qualified substitute is not available. Unused days are not accumulative and may not be used in another contract year.

B. Additional Leave Conditions

It is expressly understood and agreed that, in addition to the terms and conditions of leaves provided for above, all leaves granted herein are subject to the following terms and conditions unless specifically provided to the contrary herein:



- 1. All leaves shall commence and/or end at the beginning of a semester, provided that the Board, in its sole discretion, waives this policy in special circumstances.
- 2. The maximum length of any leave shall be one (1) calendar year in addition to any partial contract year where applicable.
- 3. All leave shall be requested in writing to the Superintendent's office at least thirty(30) days in advance of a leave requested and by July 1 for a leave requested to commence at the beginning of the school year.
- 4. Written notice of an employee's intention to return from a leave must be given to the Superintendent's office by March 1st for a return from a leave commencing at the beginning of the school year and at least sixty (60) days' prior written notice shall be given to the Superintendent's office for a second semester return from leave.
- 5. While on a leave of absence (except taking leave according to the Family and Medical Leave Act of 1993) an employee may maintain his/her own insurance benefits at the employee's own initiative and on a pre-paid, self-pay basis wherever that conforms with the policy of the applicable insurance carrier.
- 6. A second leave of absence within three (3) years of a prior leave is totally within the discretion of the Board, except an extended child care leave.
- 7. An Employee returning from a leave of absence shall not receive experience credit for any purpose for the time encompassed by any leaves under this Article; however, time spent on an approved leave shall not break seniority under this provision.
- 8. No benefits shall accrue to an employee during leave of absence; however, upon a return from a leave an employee's unused sick leave benefits, seniority, and salary increments which had been accumulated at the time the leave commenced shall be restored to the returning employee.
- 9. Written applications for not more than one (1) additional year's leave of absence shall be submitted to the Board not later than March 1 for any leave due to expire and not later than ninety (90) days prior to the expiration of a leave which is due to expire at the end of the school year. Extensions of leaves shall be at the sole discretion of the Board.
- 10. If an employee notifies the Board of his/her intention to return from a leave and in fact fails to return for work, that employee agrees to reimburse the Board for any unemployment compensation liability incurred by the Board because of unnecessary lay-offs of employees caused by said request to return to work by the employee on leave. Exceptions to this provision will be granted when circumstances and events are beyond the direct control of the employee.
- 11. No leave of absence shall be used for employment in any other educational institution, except as specifically provided to the contrary herein.

C. Other Leaves

When absent from duty for reasons not covered by this Agreement, but for reasons which are submitted in advance in writing to the building principal and approved by the Board of Education, the substitute member's rate of pay shall be deducted from the employee's salary.



ARTICLE 11 INSURANCE

A. Group Insurance Programs

The parties agree that the employer contribution toward health care be capped at the annual cost limitations established by the Michigan Department of Treasury. The cap amounts do not include vision, life, and dental, which will be employer paid.

Such insurance benefits shall be prorated for part-time bargaining unit members.

The insurance available throughout this contract period shall be underwritten by group insurance contracts with a reputable insurer as may be agreed upon by the parties.

Employees who do not select health insurance coverage shall participate in Plan B. In the event that a husband and wife are both employees of the District, they are eligible for this same insurance coverage. In such cases, one shall select Plan A and the other shall select Plan B.

Employees are eligible to participate in the group insurance program on the first (1st) day of work with the Employer or at a date thereafter that may be established by the insurance carrier. The current open enrollment period requires employees to select or make changes to their health insurance coverage on or before November 30th of each year. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

B. <u>Employees Not Selecting Health Insurance Coverage</u>

Full time employees who do not select health insurance coverage shall be eligible to have the difference between the Plan B cost and the single person coverage annual cost limitation. This amount may be placed each month into an annuity program or into their Section 125 plan account, or any combination of the above programs or paid as compensation not eligible for retirement. Enrollment in any of these programs must take place during the current open enrollment period. Employees working less than a full time schedule will be eligible for a prorated payment. The prorated amount shall be determined by the ratio of the number of hours scheduled to be worked to the number of hours in a full day's schedule. However, in no event shall an employee working less than full time be required to pay for any portion of Plan B.

Cash in lieu of benefits is only available to eligible employees who voluntarily opt out of health insurance benefits offered by the employer and who provide documentation to the Board that the employee is enrolled in other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

C. Payment of Group Insurance Costs

The Employer shall pay each month the employer portion of the insurance premium for eligible full time employees and each month the current full cost toward the insurance premium for eligible employees who elect to participate in Plan B. Employees working less than a full time schedule will be eligible for a prorated payment, determined by the ratio of hours scheduled to be worked to the number of hours in a full day's schedule. The Employer's liability under this section shall be limited to these payments, and employees shall be required to pay all premium amounts in excess of these payments.

D. Obligation to Continue Insurance Payments

The Employer's obligation to make monthly insurance premium payments shall only occur during months when the employee is actually performing work for the Employer; provided, however, that the Employer shall continue to make such payments during the months of July and August for employees who worked for the Employer during at least six (6) of the months from September through June of the preceding school year or who retire but are not yet eligible for retiree health insurance.



If an employee eligible for insurance coverage under this Agreement is discharged, quits, retires and is eligible for retiree health insurance, resigns, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, or unpaid leave of absence commences. Employees on Employer approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the date of the employee's return to work.

E. Changes in Family Classification

Changes in family classifications, as defined in Article 11, Section A shall be reported by the member to the business office within thirty (30) days of such change. The member shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this paragraph.

F. Contribution to an HSA

If a HSA program is selected by the member, the employer shall pay 50% of the difference between the annual cost limitation and the cost of the HSA plan, assuming the HSA plan is less than the capped amount. These funds will be placed in an HSA account. The payment into the HSA account shall be made in January each year.



ARTICLE 12 GRIEVANCE PROCEDURE

1. Step One

Any teacher or group of teachers believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order or regulation of the Board relating to wages, hours, terms or conditions of employment, shall within ten (10) business days after occurrence discuss such matter with the principal of the building involved or with the Superintendent of Schools when the grievance arises in more than one (1) building.

2. Step Two

If such discussion does not resolve the matter satisfactorily, the teacher or teachers affected may within ten (10) business days thereafter file a written grievance (Grievance Report Form - Appendix D) with the Superintendent of Schools or his/her designated representative.

Within five (5) business days thereafter, a meeting shall be held to resolve the grievance. The Superintendent of Schools shall answer the grievance in writing and the grievance. If such discussion does not resolve the matter satisfactorily, the teacher or teachers affected may within ten (10) business days thereafter file a written request for neutral party mediation with the Superintendent of Schools or his/her designated representative.

3. Step Three

Within five (5) business days, the District's Grievance Committee shall select an impartial mediator and set up a meeting for the mediator to review the information related to the complaint. The mediator may hold a hearing thereon or may prescribe such other procedure it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the mediator more than twenty (20) business days after the first meeting with the mediator regarding the incident.

4. Step Four

If the decision of the mediator is not satisfactory, the grievance may be submitted to arbitration by written notice, within twenty (20) business days after receipt of the decision, to the Superintendent of Schools and the American Arbitration Association.

- a. An impartial arbitrator shall be promptly selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he/she shall be selected by the parties from a panel of five (5) qualified persons prepared by the American Arbitration Association.
- b. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement, and he/she shall have no power to alter, add to, or subtract from the terms of this Agreement as written. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court or competent jurisdiction.
- c. No grievance shall be processed unless initiated or carried to the next Step within the time provided herein or as extended by mutual agreement. If a teacher is found to have been discharged that is not found to be arbitrary and capricious, he/she shall be reinstated on such terms as the parties may agree or as the Arbitrator shall order.
- d. The fees and expenses of the Arbitrator shall be shared equally by the parties.



ARTICLE 13 PROFESSIONAL COMPENSATION

A. Annual Salaries

The salaries for employees covered by this Agreement are set forth on Appendix A which is attached to and incorporated into this Agreement. The salary levels established in Schedule A are based upon employment and work on a full day's schedule for a full school year. A member who works less than a full school year shall receive a prorated salary determined by the ratio of the number of days employed to the number of days required for a full school year. A member who works less than a full day's schedule shall receive a prorated salary determined by the ratio of the number of hours worked to the number of hours in a full day's schedule.

B. <u>Interpretation of Schedule A</u>

Employees shall be entitled to annual salaries under Schedule A in accordance with the following:

1. Salary Steps

Each salary step from step 1 through step 30 shall represent one full year of employment with the Employer. Advancement from one step to the next through step 30 shall be automatic during the term of this Agreement upon completion of a full school year of employment with the Employer. For purposes of this paragraph only, a full school year of employment is defined as one school year in which the employee actually works more than one half of the member work days in the school year. All new employees will be hired at step 1; provided, however, that the Employer in its discretion may hire a new employee at advanced steps based upon that employee's prior experience.

2. Certificate Column

An employee will be placed on the proper column of Schedule A based upon receipt by the Superintendent's office of grade sheets, official transcripts or a copy of the degree establishing the employee's qualification for that column. Advancement from one column to the next shall only occur at the start of the school year, provided that the required documentation is submitted to the Employer prior to the first day of school in the fall. All degrees and credits must be earned at accredited institutions while enrolled in an approved education program for a Master's, Educational Specialist, or Doctorate degree. Approved National Board Certifications will be recognized as a MA30 degree, accruable with a second MA degree to place a member in the 2nd MA/PhD column.

C. Salary Payment

School year salaries will be paid every two (2) weeks and shall be divided into twenty-six (26) payments.

D. Extra Teaching Assignments

For teaching assignments during the school day, teachers will be compensated using their individual teaching loads and salary rates determined in the following manner:

Number of Overload Minutes taught per week

Maximum Teaching load per week = Actual Teaching Ratio

Actual Teaching Ratio

Current Salary = Annual Overload Salary

Example:

HS Teacher overload minutes = 339 minutes

HS Teacher maximum teaching hours = 26 hours/50 minutes = 1610 minutes = 339/1610 = .211

.211 x Salary - \$42,175 (MA step 4) = \$8,898.93 Annual Overload Pay



MS Teacher overload minutes = 240 minutes MS Teacher maximum teaching hours = 27 hours/2 minutes = 1622 minutes 240/1622 = .148 $.148 \times Salary - $42,175$ (MA step 4) = \$6,241.90

E. Other Assignments

- 1. For a teacher who is already an employee of the district taking an additional assignment, the teacher will be compensated at .099 percent of the entry level BA teacher schedule. These assignments are defined below:
 - a. **Substitute Teaching** A teacher who is already an employee of the District taking a substitute position in excess of his/her assigned contract load.
 - b. **Teacher Substituting during Prep Period** A teacher who is already an employee of the District taking a substitute position during his/her prep period.
- 2. Additional Volunteer Assignments

Summer School/After School at \$25.00/hour Detention/lunch/recess at \$25.00/hour Curriculum at \$150.00/day, \$75.00/half day

Standard lunch provided if staff accept non-instructional duties during student lunch period at no cost.

3. For a certified staff member who is already an employee of the District taking an additional assignment requiring specialized training and/or skill, that staff member will be compensated at .15 percent of the entry level BA teacher schedule. These assignments normally would be contracted outside the District; however, the District may desire the expertise of its own staff or a suitable outside consultant may not be available. They are defined below:

<u>Testing and Diagnostic Work with Students</u> - The employee is responsible for testing, diagnosing and handling the required paperwork for processing students into appropriate programs.

F. <u>Death of an Active Bargaining Unit Member</u>

In the event that an Association member passes away while under contract with Cedar Springs Public Schools, the Board shall provide provisions on behalf of the deceased employee.

1. Insurance

The Board shall continue to provide medical and other insurance benefits, in accordance with the plan selected by the employee for the remainder of the month in which the death occurred, as well as the following month. These benefits shall continue for all dependents covered at the time of the employee's passing.

2. Wages

The Board shall continue to provide regular biweekly salary payments for the remainder of the month in which the death occurred, as well as the following month. Payments shall be made to the primary designee listed on the employees' life insurance policy.

In the event the employee earned more compensation based on the number of days worked than had been accounted for through payment prior to their passing, the balance owed shall be paid in full.

In the event the employee had not worked enough days to earn this compensation prior to their passing, accrued sick or personal days will be used. In the event the employee did not possess enough accrued leave, the Association may elect to approve sick bank days in accordance with Article 9 of the CSEA contract.

3. **Severance Pay**



In the event the deceased employee possesses unused accrued sick leave days after (B), the Board shall follow Article 8, Section A, as it relates to Severance Pay upon retirement. The language provided in this section will be followed, with the exception being that the lump sum may be paid immediately following the payment of all wages as provided above. This pay shall be paid to the retirement account previously in place for the employee, regardless of their years of service.



ARTICLE 14 CONTINUITY OF EDUCATION

- A. The Board, Association, and each member recognize the primary responsibility is to the children of the District and declare that their mutual objective is to provide those children with a proper education. To that end it is agreed that during the life of this Agreement (when the calendar, wages and benefits packages are agreed upon and in place), they will not permit, cause, encourage, or participate in any interruption, disturbance, or interference with the continuous normal education of such children by sanction, concerted activity, or otherwise, and that any difference of opinion or dispute which there may be between or among themselves will not be allowed to affect in any way the normal education afforded the children of the Cedar Springs School District.
- B. Employees are not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities. These canceled days may be rescheduled by the District to allow the District to qualify for full state aid. Employees will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.
- C. If the Employer determines to modify the normal starting time and/or dismissal time for students due to inclement weather or other circumstances, employees will modify their scheduled time for arrival and/or dismissal to coincide with the delay/dismissal for students.
- D. It is recognized that staff development is an important part of the educational process. The Board, administration, and staff will consider the need for released time for staff development while maintaining a schedule with the least amount of disruption to the educational process for students. The master calendar will reflect these scheduled staff development days.



ARTICLE 15 SENIORITY

- A. No later than thirty (30) days following ratification of this Agreement or by every September 30, thereafter, the Board shall prepare a seniority list. Seniority is defined as unbroken length of service in the Cedar Springs School System and shall include years of teaching experience in the Cedar Springs Public Schools acquired by members and Administrators both prior and subsequent to their administrative service. This shall not be construed to grant Administrators seniority who have not taught within the district. Members on approved leave of absence shall retain, but shall not accumulate, seniority during such periods. Members teaching less than 50% of the normal load will advance on the seniority list every other year.
- B. Ranking on the seniority list shall be in the order of the effective date of initial employment. In the circumstance of more than one individual having the same effective date of initial employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and individual(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected individual(s) and Association representatives to be in attendance.
 - The seniority list shall be published electronically by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- C. All seniority shall be lost when employment is terminated by resignation, retirement, physical or mental disability precluding the performance of required duties for more than three (3) contract years or member's seniority whichever is greater, or discharge. In cases of lay off, seniority shall be retained; however, all seniority shall be lost when the period of layoff exceeds the affected member's total seniority or three (3) school years, whichever is greater.
- D. Seniority rights shall be lost by the member if the individual does not return within ten (10) working days when he/she is recalled from lay-off.



ARTICLE 16 PLACEMENT

The appropriate placement of effective teachers is an essential component in promoting student academic growth, educational outcomes, and quality educational services. The Superintendent or designee may make teacher placement decisions (assignments, transfers, filling vacancies) at their discretion consistent with the following;

- 1. The most effective (based upon teacher evaluation), certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
- 2. Appropriate certifications, approval, or authorization for all aspects of the assignment.
- 3. Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

A. <u>Transfers</u>

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its members. Requests by a member for transfer to a different class, building, or position shall be made in writing with the Superintendent. The application shall set forth the reasons for the transfer, the school, grade or position sought, and the applicant's academic qualifications.

B. Vacancies

- 1. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year at which time the position will be considered vacant.
- 2. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or it's anticipated, the Superintendent or designee shall notify the Association Members. Applications from internal candidates will be accepted for one (1) week before the position is filled. Prior to the start of a new school year, the timeline for posting vacancies may be adjusted with Association approval. The Board, however, shall not be limited in the selection of personnel to the Association, but shall screen all qualified Association applicants to fill any such vacancies. A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.

C. Temporary Personnel

- 1. Temporary personnel shall be defined as personnel who are hired by the District for a given period of time to fill a temporary position. They are employed for less than 150 school days within one school year or part of a school year as a temporary personnel for members of the teaching staff or to fill a temporary vacancy. Personnel employed as temporary for members of the certified staff shall be subject to the policies governing the employment of the regular staff, except as follows:
 - a. Temporary personnel completing less than 150 school days within one (1) school year do not earn nor accumulate seniority or salary schedule credit for the time served as a temporary personnel.
 - b. Time spent working as a temporary personnel shall not be counted towards continuous years of service or considered as seniority until such time as a temporary personnel is awarded a vacant position.
 - c. If the temporary personnel is awarded a vacant position in the subsequent year they will establish their seniority date back to when his/her temporary assignment began.

Payment = <u>Contract amount*</u> **X** Temporary Personnel's # of Contract days Contract Days

^{*} NOTE: The contract amount is computed using the current salary schedule according to the experience and education of the temporary personnel.



D. Retired Personnel

- 1. Retired personnel shall be defined as staff who are hired by the District for a given period of time to fill a temporary position. They are employed on a part-time basis not to exceed one (1) school year, to be reviewed annually. Reasonable notice and expectation of contract and pay will be given with thirty calendar days' notice.
 - a. Retired personnel do not earn nor accumulate seniority or salary schedule credit for the time served.

Retired personnel will be kept informed and attend meetings as necessary at the discretion of the building's principal. All preparation time will be performed outside the scheduled work day.



ARTICLE 17 PAYROLL DEDUCTIONS

Upon appropriate written authorization from the member, the Board shall deduct from the salary of any member and make appropriate remittance for retirement contributions, annuities, credit union, charitable donations, or any additional plans or programs jointly approved by the Association and the Board.

ARTICLE 18 EVALUATION

Teacher Evaluation is a subject which will be collectively bargained between the Association and Board representatives.

- A. All monitoring or observations, including the use of closed circuit television, audio system, and similar devices when used for teacher evaluation, shall be conducted openly with the full knowledge of the teacher.
- B. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every second year thereafter.
- C. Any teacher that receives a less than effective rating shall be evaluated every year until they have three successive effective ratings.
- D. Teachers shall not be provided an evaluation if they fall into any of the following categories:
 - Work less than 60 days in any school year
 - Have an accumulated leave of absence from work during the school year amounting to a total of ninety (90) days or more
 - Have their evaluation results vacated through the grievance procedure
 - Due to extenuating circumstances the district and Association agree deems applicable for exempting a teacher from the annual evaluation process

Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

- E. Evaluations of all non-probationary teachers of record will be conducted on a biannual basis and consist of a minimum of two observations; one during first semester and one thirty days prior to the last day of the school year.
- F. For years that a teacher is not being evaluated neither the teacher nor the administration shall be required to complete any portion of the evaluation tool.
- G. Evaluations of all probationary teachers of record or non probationary teachers on an IDP will be conducted on an annual basis and consist of a minimum of four observations. Two observations shall be conducted in the first semester, and the remaining two shall be no later than thirty (30) days prior to the last day of the school year.
- H. Observations shall be made in person, or optional recorded video if agreed upon in advance between teacher and administrator, for a minimum of fifteen (15) consecutive minutes.
- I. All probationary teachers will have an IDP developed by administrative personnel in consultation with the probationary teacher as required by the Tenure Act.
- J. All tenured teachers rated less than effective on their most recent year-end evaluation shall work with administration to develop an IDP that sets goals specifically related to the identified areas of concern.



- K. Written feedback shall be provided to teachers within fifteen (15) business days after each observation.
- L. First year probationary teachers and any teacher rated less than effective shall be provided a mid-year progress report. Any teacher being evaluated may request a mid-year progress report.
- M. Each teacher who receives an end of year evaluation shall be provided a final summative rating of Effective, Developing, or Needing Support. Prior to final evaluation teachers will be able to provide evidence and/or artifacts for any rating identified by the administrator below an effective rating.
- N. 20% of the year-end evaluation is based on student growth and assessment data based on the following criteria: (See Appendix H)
 - 1. 5% based on student growth data to impact instruction
 - 2. 10% based on student growth district focus
 - 3. 5% based on student growth PLC/building focus
- O. When calculating student growth for students who move into the district after the start of the year, the administrator will look at reasonable growth for the period of time which the student was in that classroom and discuss what reasonable growth would be with the teacher.
- P. 80% of the year-end evaluation is based on a teacher's performance as measured by the evaluation tool.
- Q. A copy of the written summative evaluation shall be submitted to the teacher of record at the time of the personal conference following the evaluation.
- R. Evaluation information on all bargaining unit members who do not qualify as a teacher of record will be determined by the Association and their administrator.
- S. Rights of Tenured Teachers:
 - 1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:
 - a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
 - b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
 - i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
 - ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.
 - 2. A tenured teacher who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article 12.



ARTICLE 19

MISCELLANEOUS PROVISIONS

- A. The Board will post this agreement on its website, located on the Budget Transparency page. Signed editions of this agreement will be provided to the Board and Association.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and substituting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. It is agreed that each member shall be given an individual teaching contract which shall be limited only by the specific and express terms of this Agreement which is in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.
- D. The calendars shall be as set forth on Appendix C. Part-time employees are expected to work a full day on all non-student days (including 1/2 student days) whose purpose is in-service, staff development, District-wide meetings or building-wide meetings. The school calendar for the life of this Agreement will meet the minimum requirement of days and hours as set by the State of Michigan.
- E. Freedom of Information Act (FOIA) Request
 - 1. If a valid FOIA request is made for any information on any member in the District, the Board will:
 - a. Immediately notify, in writing, the said member(s) who are subject of a FOIA request;
 - b. Give the member(s) the names of all those requesting any FOIA documents;
 - c. Allow member(s) and/or the Association (with the member's permission) to review said documents or files before releasing any document;
 - Exclude from the production of documents any materials exempt from disclosure under FOIA (MCL 15.243);
 and
 - e. The District will take the full legal timeline as permitted under law to comply with FOIA.
 - 2. Prior to a FOIA request a member may review and highlight all areas exempt from disclosure according to law.
- F. This Agreement allows an emergency manager appointed under the local Financial Stability and Choice Act to reject, modify, or terminate the collective bargaining agreement as provided in that Act. Provisions required by this subsection are prohibited subjects of bargaining under this Act.
- G. Third party contracts which impact CSEA will be discussed with the association prior to any final decisions being made.



ARTICLE 20 DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be effective as of July 1, 2024. This Agreement shall not be extended orally, and shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. The parties agree that as issues or problems arise, they may be brought to either party as stated under section A above and without the suspension of Article 14 A.
- C. Negotiations shall be reopened on or before March 1 of the expiration date of this Agreement.
- D. In witness whereof, the parties have hereunto set their hands causing this Agreement to become effective as of the day and year first written above.

EDUCATION ASSOCIATION

By:		
President		
Ву:		
President-Elect		
Ву:	 	
Secretary		
Ву:	 	
Treasurer		
BOARD OF EDUCATION		
Ву:		
Its President		
Ву:		
Its Secretary		



APPENDIX A WAGE SCHEDULE

2024-2025 SALARY SCHEDULE

	2024-2025 SALARY SCHEDULE					
STEP	ВА	BA +20	MA (30 Cr)	MA (45 Cr)	MSW/MA+30	2nd MA/EDS/PHD
1	43,668	45,415	48,035	49,345	51,529	53,715
2	44,539	46,323	48,997	50,332	52,560	54,788
3	45,432	47,249	49,976	51,340	53,611	55,883
4	47,248	49,139	51,976	53,391	55,756	58,119
5	49,138	51,104	54,054	55,527	57,986	60,445
6	51,103	53,148	56,216	57,747	60,305	62,863
7	53,659	55,806	59,027	60,635	63,319	66,006
8	56,341	58,595	61,979	63,666	66,485	69,305
9	59,158	61,525	65,077	66,851	69,810	72,771
10	62,117	64,601	68,332	70,194	73,300	76,409
11	65,223	67,832	71,748	73,702	76,964	80,229
12	68,483	71,224	75,336	77,387	80,813	84,240
13	68,980	71,738	75,880	77,949	81,399	84,853
14	69,480	72,261	76,431	78,515	81,989	85,467
15	69,985	72,784	76,986	79,083	82,585	86,087
16	70,492	73,313	77,544	79,655	83,181	86,711
17	71,001	73,844	78,106	80,234	83,785	87,338
18	71,516	74,379	78,673	80,817	84,392	87,971
19	72,035	74,917	79,243	81,402	85,004	88,610
20	72,559	75,461	79,817	81,992	85,621	89,253
21	73,083	76,007	80,396	82,588	86,243	89,901
22	73,613	76,560	80,979	83,186	86,866	90,552
23	74,148	77,115	81,567	83,788	87,497	91,210
24	74,685	77,672	82,157	84,396	88,131	91,869
25	75,226	78,236	82,752	85,007	88,770	92,536
26	75,771	78,802	83,352	85,624	89,414	93,207
27	76,320	79,374	83,956	86,246	90,062	93,882
28	76,875	79,952	84,566	86,871	90,715	94,563
29	77,431	80,531	85,179	87,500	91,372	95,249
30	77,993	81,116	85,797	88,135	92,035	95,939



2025-2026 SALARY SCHEDULE

STEP	ВА	BA +20	MA (30 Cr)	MA (45 Cr)	W / MA+30	2nd MA / EDS / PHD
1	44,760	46,551	49,236	50,579	52,817	55,058
2	45,653	47,481	50,222	51,591	53,874	56,158
3	46,569	48,430	51,226	52,624	54,951	57,280
4	48,431	50,367	53,276	54,727	57,149	59,571
5	50,368	52,382	55,406	56,917	59,435	61,955
6	52,383	54,477	57,622	59,193	61,812	64,433
7	55,003	57,201	60,503	62,153	64,901	67,655
8	57,752	60,060	63,529	65,260	68,146	71,036
9	60,640	63,063	66,704	68,524	71,555	74,589
10	63,673	66,216	70,041	71,951	75,132	78,318
11	66,857	69,528	73,542	75,546	78,887	82,234
12	70,199	73,004	77,220	79,323	82,832	86,345
13	70,708	73,531	77,778	79,899	83,432	86,973
14	71,220	74,067	78,342	80,479	84,037	87,602
15	71,738	74,603	78,911	81,061	84,648	88,237
16	72,258	75,145	79,483	81,648	85,259	88,877
17	72,780	75,689	80,059	82,241	85,879	89,520
18	73,308	76,237	80,640	82,838	86,501	90,169
19	73,840	76,789	81,225	83,437	87,128	90,824
20	74,377	77,347	81,814	84,042	87,760	91,483
21	74,914	77,907	82,407	84,653	88,398	92,147
22	75,457	78,473	83,004	85,266	89,037	92,814
23	76,005	79,042	83,607	85,883	89,684	93,489
24	76,556	79,613	84,212	86,506	90,334	94,165
25	77,111	80,191	84,822	87,132	90,989	94,848
26	77,670	80,771	85,437	87,764	91,649	95,535
27	78,232	81,358	86,057	88,402	92,313	96,227
28	78,801	81,950	86,682	89,043	92,982	96,925
29	79,371	82,543	87,310	89,688	93,656	97,628
30	79,947	83,142	87,943	90,339	94,336	98,336



2026-2027 SALARY SCHEDULE

	2026-2027 SALARY SCHEDULE					
STEP	ВА	BA +20	MA (30 Cr)	MA (45 Cr)	MSW/MA+30	2nd MA/EDS/PHD
1	45,879	47,715	50,467	51,843	54,138	56,435
2	46,795	48,669	51,477	52,880	55,221	57,563
3	47,733	49,642	52,506	53,939	56,325	58,713
4	49,641	51,628	54,607	56,094	58,578	61,062
5	51,627	53,693	56,791	58,338	60,921	63,505
6	53,692	55,841	59,063	60,670	63,358	66,045
7	56,378	58,634	62,016	63,704	66,525	69,347
8	59,195	61,565	65,117	66,889	69,851	72,813
9	62,155	64,644	68,372	70,235	73,345	76,455
10	65,264	67,876	71,792	73,747	77,012	80,277
11	68,527	71,271	75,381	77,432	80,861	84,291
12	71,952	74,835	79,151	81,303	84,905	88,505
13	72,474	75,375	79,723	81,893	85,520	89,149
14	72,999	75,924	80,302	82,488	86,140	89,794
15	73,530	76,473	80,885	83,085	86,766	90,445
16	74,063	77,029	81,471	83,686	87,392	91,101
17	74,598	77,587	82,061	84,294	88,027	91,760
18	75,140	78,149	82,657	84,906	88,664	92,426
19	75,685	78,714	83,256	85,520	89,307	93,097
20	76,235	79,286	83,860	86,140	89,955	93,772
21	76,785	79,860	84,468	86,766	90,609	94,453
22	77,342	80,441	85,080	87,394	91,264	95,137
23	77,904	81,024	85,698	88,027	91,927	95,829
24	78,468	81,609	86,318	88,665	92,594	96,522
25	79,037	82,202	86,943	89,307	93,265	97,222
26	79,610	82,797	87,574	89,955	93,941	97,927
27	80,186	83,398	88,209	90,609	94,622	98,636
28	80,769	84,005	88,850	91,266	95,308	99,352
29	81,353	84,613	89,494	91,927	95,999	100,073
30	81,943	85,227	90,143	92,595	96,696	100,798



APPENDIX B (1) ADDITIONAL COMPENSATION FOR EXTRA DUTIES

Percent calculated on BA, Step 1, of the current contract salary schedule.

TITLE OF POSITION	PERCENT
Department/Grade Level/Group Chairperson (each)	1
Mentors (per year)	1.5
MTSS Systems Coach	4
PLC Team Facilitator (Professional Learning Communities K-12)	4
Annual/Yearbook Sponsor	3
Play Director (per play)	6
Musical Director (per play)	8
Elementary Musical Director (Provided after school concerts occur)	1
TV Production (Provided filming of events occurring outside the school day)	7
Debate Advisor	2
Senior Class Advisor (each)	2
Junior Class Advisor (each)	2
Sophomore Class Advisor (each)	1
Freshman Class Advisor (each)	1
Middle School Class Advisor (each)	1
Middle School Vocal Music	1.5
Summer Counselors (each)	.7/day
High School/Middle School Student Senate Advisor	2
High School Honor Society Advisor	2
Media Coordinator (Media Coordinator shall not receive extra duty pay if functions are part of classroom assignment).	5
Before/After School Supervision (approximately 20 minutes per day)	3.5



APPENDIX B(2) PAY FOR COACHING, BAND, ETC.

PAY FOR COACHING, BAND, ETC.					
Position	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
Baseball					
Head Coach Varsity	8%	9%	10%	11%	12%
Junior Varsity	6%	7%	8%	9%	10%
Freshman	6%	7%	8%	9%	10%
Basketball (Boys & Girls)					
Head Coach Varsity	12%	13%	14%	15%	16%
Junior Varsity	8%	9%	10%	11%	12%
Freshman	8%	9%	10%	11%	12%
8th Grade	6%	7%	8%	9%	10%
7th Grade	6%	7%	8%	9%	10%
Bowling					
Head Coach Varsity	8%	9%	10%	11%	12%
Cheerleading					
Head Coach Competitive Varsity	8%	9%	10%	11%	12%
Junior Varsity Competitive	6%	7%	8%	9%	10%
Middle School Competitive	5%	6%	7%	8%	9%
Cross Country (Boys & Girls)					
Head Coach High School	8%	9%	10%	11%	12%
Head Coach Middle School	5%	6%	7%	8%	9%
Football					
Head Coach Varsity	12%	13%	14%	15%	16%
Assistant Coach Varsity (2 positions)	8%	9%	10%	11%	12%
Junior Varsity	8%	9%	10%	11%	12%
Assistant Coach Junior Varsity	8%	9%	10%	11%	12%
Freshman	8%	9%	10%	11%	12%
Golf (Boys & Girls)					
Head Coach Varsity	8%	9%	10%	11%	12%
Junior Varsity	6%	7%	8%	9%	10%
Middle School	5%	6%	7%	8%	9%
Soccer (Boys & Girls)					
Head Coach Varsity	8%	9%	10%	11%	12%
Junior Varsity	6%	7%	8%	9%	10%
Softball					
Head Coach Varsity	8%	9%	10%	11%	12%
Junior Varsity	6%	7%	8%	9%	10%
Tennis (Boys & Girls)					
Head Coach Varsity	8%	9%	10%	11%	12%
Junior Varsity	6%	7%	8%	9%	10%
Middle School	5%	6%	7%	8%	9%
Track (Boys & Girls)					
Head Coach Varsity	12%	13%	14%	15%	16%
Assistant Coach Varsity	8%	9%	10%	11%	12%
Middle School	6%	7%	8%	9%	10%



Volleyball

Head Coach Varsity	12%	13%	14%	15%	16%
Junior Varsity	8%	9%	10%	11%	12%
Freshman	8%	9%	10%	11%	12%
8th Grade	6%	7%	8%	9%	10%
7th Grade	6%	7%	8%	9%	10%
Wrestling					
Head Coach Varsity	12%	13%	14%	15%	16%
Junior Varsity	8%	9%	10%	11%	12%
Middle School	6%	7%	8%	9%	10%
Band Director	12%	13%	14%	15%	16%
Assistant Band Director	7%	8%	9%	10%	11%
FFA Director	12%	13%	14%	15%	16%
Assistant FFA Director	7%	8%	9%	10%	11%
HS Vocal Music Director	4%	5%	6%	7%	8%

- A. All percentages are figured on the BA base salary of the current year.
- B. Head coaches shall be heard in the assignment of assistants.
- C. Coaches hiring in may be allowed credit for previous experience as are regular members as far as steps are concerned.
- D. Pom Pom Coach shall receive 1% BA Base Salary.
- E. Sideline Cheerleading Coaches shall receive:

Football-Varsity 5% BA Base Salary
Boys' Basketball-Varsity 5% BA Base Salary
Middle School Basketball 3% BA Base Salary
Assistants 2% BA Base Salary

- F. Event Manager (each) shall receive 10% BA Base Salary. The B(1) and B(2) Extra duties listed above shall be offered and conducted during any school year at the discretion of the School District Board of Education, except as otherwise provided.
- G. Assistant Coaches

It is agreed upon that in all athletic programs the contractual pay will not be reduced for existing coaches and paid to additional coaches hired for that program.

H. If Middle School Volleyball and Basketball have separate A and B teams, as determined by the superintendent or his/her designee, coaches are to be paid at the rates listed in Schedule B2.



APPENDIX C CALENDAR 2024- 2025 DISTRICT SCHOOL CALENDAR

Important Dates

Date	Event
Wednesday, August 21, 2024	First Day of School
Thursday, June 5, 2025	Last Day of School (Half Day)

Staff Professional Days

Date	Event
Monday, August 19, 2024	Staff Professional Day
Tuesday, August 20, 2024	Staff Professional Day
Thursday, October 31, 2024	Staff Professional Day
Monday, February 17, 2025	Staff Professional Day

Half Days – For Students

Date	Event
Friday, September 27, 2024	Half Day
Friday, November 15, 2024	Half Day
Friday, December 13, 2024	Half Day
Friday, January 17, 2025	Half Day
Friday, March 14, 2025	Half Day
Friday, April 25, 2025	Half Day
Friday, May 16, 2025	Half Day
Thursday, June 5, 2026	Half Day

No School Days – For Students

Date	Event
August 30-September 2, 2024	Labor Day Recess
October 31-November 1, 2024	Fall Break
November 27-29, 2024	Thanksgiving Break
December 20, 2024-January 3, 2025	Winter Break
February 14-17, 2025	Mid-Winter Break
April 3-11, 2025	Spring Break
May 23-26, 2025	Memorial Break



2025- 2026 DISTRICT SCHOOL CALENDAR

Important Dates

Date	Event
Wednesday, August 20, 2025	First Day of School
Thursday, June 4, 2026	Last Day of School (Half Day)

Staff Professional Days

Date	Event
Monday, August 18, 2025	Staff Professional Day
Tuesday, August 19, 2025	Staff Professional Day
Thursday, October 30, 2025	Staff Professional Day
Monday, February 16, 2026	Staff Professional Day

Half Days – For Students

Date	Event
Friday, September 19, 2025	Half Day
Friday, November 14, 2025	Half Day
Friday, December 12, 2025	Half Day
Friday, January 16, 2026	Half Day
Friday, March 13, 2026	Half Day
Friday, April 24, 2026	Half Day
Friday, May 15, 2026	Half Day
Thursday, June 4, 2026	Half Day

No School Days – For Students

Date	Event
August 29-September 1, 2025	Labor Day Recess
October 30-31, 2025	Fall Break
November 26-28, 2025	Thanksgiving Break
December 19, 2025-January 2, 2026	Winter Break
February 13-16, 2026	Mid-Winter Break
April 2-10, 2026	Spring Break
May 22-25, 2026	Memorial Break



2026- 2027 DISTRICT SCHOOL CALENDAR

Important Dates

Date	Event
Wednesday, August 26, 2026	First Day of School
Thursday, June 10, 2027	Last Day of School (Half Day)

Staff Professional Days

Date	Event		
Monday, August 24, 2026	Staff Professional Day		
Tuesday, August 25, 2026	Staff Professional Day		
Thursday, October 29, 2026	Staff Professional Day		
Monday, February 15, 2027	Staff Professional Day		

Half Days – For Students

Date	Event
Friday, September 25, 2026	Half Day
Friday, November 13, 2026	Half Day
Friday, December 11, 2026	Half Day
Friday, January 22, 2027	Half Day
Friday, March 12, 2027	Half Day
Friday, April 23, 2027	Half Day
Friday, May 14, 2027	Half Day
Thursday, June 10, 2027	Half Day

No School Days - For Students

Date	Event
September 4-7, 2026	Labor Day Recess
October 29-30, 2026	Fall Break
November 25-27, 2026	Thanksgiving Break
December 18, 2026-January 1, 2027	Winter Break
February 12-15, 2027	Mid-Winter Break
April 1-9, 2027	Spring Break
May 28-31, 2027	Memorial Break



APPENDIX DGrievance Report Form

Grievant Name:	Date:
Perceived violation of contract:	
Relief Sought:	
Date discussed with Principal (or District Leadership):	
Step Two Date submitted to Superintendent:	
Step Three Date submitted to mediator:	
Step Four Attach Arbitration Decision if necessary	



Appendix E

Essential Outcomes for Professional Learning Communities

A. Improve learning for all students

- Educators demonstrate their commitment to helping all students learn
- Work collaboratively to address the following critical questions:
 - 1. What do we want students to learn? What should each student know and be able to do as a result of each unit, grade level, and/or course?
 - 2. How will we know if they have learned? Are we monitoring each student's learning on a timely basis?
 - 3. What will we do if they don't learn? What systematic process is in place to provide additional time and support for students who are experiencing difficulty?
 - 4. What will we do if they already know it?(design alternative learning advanced/remediation)

B. Commitment to Continuous Improvement: build a culture of collaboration and support All teams engage in an ongoing cycle of:

- Gathering evidence of current levels of student learning
- Developing strategies and ideas to build on strengths and address weaknesses in that learning
- Implementing the strategies and ideas
- Analyzing the impact of the changes to discover what was effective and what was not
- Applying the new knowledge in the next cycle of continuous improvement

C. Collaborative Action & Results Orientation

- PLCs measure their effectiveness on the basis of results rather than intentions
- Practices are continually assessed on the basis of their impact on student learning.
- Explore best practice models
- Create a unifying common vision of best practice
- Develop action research models
- (SMART) goals mark our progress specific, measurable, attainable, results-oriented, and time-bound



APPENDIX F PD CALENDAR 2024-2025

Date Event Content					
Date	Event		·		
Districtwid		8:00 - 10:00 a.m. Building Time (2 hours)			
8/19	e PD/PLC	10:00 - 12:30 p.m. Lunch/Work Time			
		12:30 p.m 2:00 p.m. PLC Time (1.5 hours)			
0/20	Districtwid	8:00 - 10:00 a.m. Building Time (2 hours)			
8/20	e PD/PLC	10:00 - 12:30 p.m. Lunch/Work Time 12:30 p.m 2:00 p.m. PLC Time (1.5 hours)			
			DI C Time		
9/27	Half Day	MTSS/Building Time (1.5 hours)	PLC Time (1.5 hours)		
			(1.5 110015)		
10/31	Districtwid	8:00 - 11:00 a.m. Building/District Time (3 hours)			
10/31	e PD/PLC	11:00 - 11:45 a.m. Lunch 11:45 a.m 2:00 p.m. PLC (2.25 hours)			
			PLC Time		
11/15	Half Day	MTSS/Building Time (1.5 hours)	(1.5 hours)		
12/13	Half Day	(1.5 hours)	PLC Time (1.5 hours)		
		MTSS/Building Time	PLC Time		
1/17	Half Day	(1.5 hours)	(1.5 hours)		
		8:00 - 11:00 a.m. Building/District Time (3 hours)	(1.5 110013)		
2/17	Districtwid	11:00 - 11:45 a.m. Lunch			
2/1/	e PD/PLC	11:45 a.m 2:00 p.m. PLC (2.25 hours)			
		MTSS/Building Time	PLC Time		
3/14	Half Day	(1.5 hours)	(1.5 hours)		
		MTSS/Building Time	PLC Time		
4/25	Half Day	(1.5 hours) (1.5 hours)			
- 1		MTSS/Building Time	PLC Time		
5/16	Half Day	(1.5 hours) (1.5 hours)			
C /F	Districtwid	End-of-year Celebration/Wrap-up			
6/5	e PD/PLC				



PD CALENDAR 2025-2026

Date	Event	Content	
8/18	Districtwide PD/PLC	8:00 - 10:00 a.m. Building Time (2 hours) 10:00 - 12:30 p.m. Lunch/Work Time 12:30 p.m 2:00 p.m. PLC Time (1.5 hours)	
8/19	Districtwide PD/PLC	8:00 - 10:00 a.m. Building Time (2 hours) 10:00 - 12:30 p.m. Lunch/Work Time 12:30 p.m 2:00 p.m. PLC Time (1.5 hours)	
9/19	Half Day	MTSS/Building Time (1.5 hours)	PLC Time (1.5 hours)
10/30	Districtwide PD/PLC	8:00 - 11:00 a.m. Building/District Time (3 hours) 11:00 - 11:45 a.m. Lunch 11:45 a.m 2:00 p.m. PLC (2.25 hours)	
11/14	Half Day	MTSS/Building Time (1.5 hours)	PLC Time (1.5 hours)
12/12	Half Day	MTSS/Building Time (1.5 hours)	PLC Time (1.5 hours)
1/16	Half Day	MTSS/Building Time (1.5 hours)	PLC Time (1.5 hours)
2/16	Districtwide PD/PLC	8:00 - 11:00 a.m. Building/District Time (3 hours) 11:00 - 11:45 a.m. Lunch 11:45 a.m 2:00 p.m. PLC (2.25 hours)	
3/13	Half Day	MTSS/Building Time (1.5 hours)	PLC Time (1.5 hours)
4/24	Half Day	MTSS/Building Time (1.5 hours)	PLC Time (1.5 hours)
5/15	Half Day	MTSS/Building Time (1.5 hours)	PLC Time (1.5 hours)
6/4	Districtwide PD/PLC	End-of-year Celebration/Wrap-up	



PD CALENDAR 2026-2027

Date	Event	Content			
8/24	Districtwide PD/PLC	8:00 - 10:00 a.m. Building Time (2 hours) 10:00 - 12:30 p.m. Lunch/Work Time 12:30 p.m 2:00 p.m. PLC Time (1.5 hours)			
8/25	Districtwide PD/PLC	8:00 - 10:00 a.m. Building Time (2 hours) 10:00 - 12:30 p.m. Lunch/Work Time 12:30 p.m 2:00 p.m. PLC Time (1.5 hours)			
9/25	Half Day	MTSS/Building Time (1.5 hours)	PLC Time (1.5 hours)		
10/29	Districtwide PD/PLC	8:00 - 11:00 a.m. Building/District Time (3 hours) 11:00 - 11:45 a.m. Lunch 11:45 a.m 2:00 p.m. PLC (2.25 hours)	•		
11/13	Half Day	MTSS/Building Time (1.5 hours)	PLC Time (1.5 hours)		
12/11	Half Day	MTSS/Building Time PLC Time (1.5 hours) (1.5 hours)			
1/22	Half Day	MTSS/Building Time PLC Time (1.5 hours) (1.5 hours)			
2/15	Districtwide PD/PLC	8:00 - 11:00 a.m. Building/District Time (3 hours) 11:00 - 11:45 a.m. Lunch 11:45 a.m 2:00 p.m. PLC (2.25 hours)			
3/12	Half Day	MTSS/Building Time (1.5 hours)	PLC Time (1.5 hours)		
4/23	Half Day	MTSS/Building Time PLC Time (1.5 hours) (1.5 hours)			
5/14	Half Day	MTSS/Building Time (1.5 hours)	PLC Time (1.5 hours)		
6/10	Districtwide PD/PLC	End-of-year Celebration/Wrap-up			



APPENDIX G

Displacement, Layoff, and Recall Guidelines

Introduction

These displacement, layoff, and recall guidelines apply to personnel decisions involving (1) a staffing, section, position/program reduction or any other personnel determination resulting in the displacement of a teacher from her/his current position, (2) a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or (3) a hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position. Further, this procedure applies to all personnel who are teachers, as defined in Section 1 of Article I of the Teachers' Tenure Act, 1937 PA 4, MCL 38.71.

In the event of a layoff of teachers covered by this procedure, the District will, in compliance with MCL 380.1248 and MCL 380.1249, retain and recall teachers according to their effectiveness, as measured by the District's performance evaluation system and based on the effectiveness factors identified in MCL 380.1248 and in this procedure and their certification/highly qualified status.

I. SELECTION CRITERIA

The Superintendent will identify the teaching position(s) to be eliminated. Any teacher currently assigned to the position(s) being eliminated will be given the opportunity to voluntarily give up her/his assignment for another vacant position. If volunteers are not found who are willing to her/his teaching assignment for the position being reduced under Section 1, Part A below, the District will take the necessary steps to determine the teacher(s) being displaced using Section I, Part B below.

The teacher in the position being eliminated who has been displaced will assume another teaching assignment or be laid off based on the procedures outlined in this set of administrative guidelines. The teacher in the position being eliminated may be assigned to another position in the building or District according to Article III in the Master Agreement, which clarifies administrative right of assignment.

Teacher effectiveness (based on summative evaluation, rather than the rating reported to the state) and certification/highly qualified status shall be the majority factors in making the layoff decisions. The teacher effectiveness rating considers significant, relevant accomplishments, professional contributions, and relevant special training.

Generally, teachers with the highest average effectiveness ratings will be retained and the teachers with the lowest average effectiveness ratings will be laid off. When determining the average effectiveness rating for a teacher, the most recent three years of effectiveness ratings will be used if available. In the event that the teacher has two years of effectiveness rating, both ratings will be used to create a two-year average. We will use the singular effectiveness rating for teachers in their first year of service to the District when necessary. Teachers will be considered Highly Effective if their effectiveness rating was Highly Effective at least 50% of the time in their last three evaluations.

For example:



21/22 Rating	22/23 Rating*	23/24 Rating	Average Rating
Е	E	Е	E
Е	E	HE	HE (due to trend upward)
E	HE	Е	E
E	HE	HE	HE (67% HE)
HE	E	E	E
HE	E	HE	HE (67% HE)
HE	HE	E	HE (67% HE)
HE	HE	HE	HE (100% HE)
N/A	E	E	E
N/A	E	HE	HE (50% HE)
N/A	HE	Е	HE (50% HE)
N/A	N/A	E	E
N/A	N/A	HE	HE

^{*} Teachers not observed due to the fact that they were on the off-year of a two-year evaluation cycle had a Highly Effective evaluation rating for 2021/22.

It is recognized that there may be circumstances where Highly Effective/Effective teachers with unique qualifications may be laid off for economic reasons if the affected teacher is not certified nor highly qualified for another teaching assignment. A teacher who has been rated as Ineffective under the District's performance evaluation system shall not be retained over a teacher who was evaluated as minimally effective, effective, or highly effective. Further, a probationary teacher who was rated as effective or highly effective on his/her most recent year-end performance evaluation is not subject to being displaced by a teacher on continuing tenure solely because the teacher has continuing tenure.

It is solely the teacher's responsibility to timely notify the District in writing of changes in certification or endorsements. It is also the teacher's responsibility to maintain her/his certification while on layoff and to notify the District of any changes, which may affect the teacher's eligibility for recall, such as certificates renewals, additional endorsements, etc. The District will reply upon the documentation within a teacher's personnel file as of the date the decision is made by the District to issue layoff/recall notices.

Layoff Priority: Generally, layoffs shall be made in the following order of priority, provided that the teachers remaining are certified and highly qualified to teach in the grades or subject areas being reduced:

A. Voluntary Displacement/Layoff

The District agrees to allow voluntary layoffs in those situations where a teacher is willing to accept a layoff rather than exercising his/her rights to a position. All voluntary layoffs shall be in accordance with the following:

- 1. The voluntary layoff shall be treated as if it was an involuntary layoff.
- 2. The teacher shall be subject to recall pursuant to the provisions of this Article.
- 3. The voluntary layoff must be agreeable to the Board and the individual teacher.
- 4. The Board will make no claim that these voluntary layoffs are leaves of absence.
- 5. The Board will make no claim that the teacher is not eligible for unemployment benefits as a result of accepting voluntary layoff.
- 6. The teacher taking a voluntary layoff will be subject to the same recall procedures as all other teachers who are laid-off.

B. Involuntary Displacement/Layoff

The District will use the following tiers when determining individual teachers to be displaced/laid off:



- Tier 1 includes teachers rated Ineffective on their most recent year-end evaluation whose employment has not been terminated through contract non-renewal.
- Tier 2 includes teachers rated Minimally Effective on their most recent year-end evaluation whose employment has not been terminated through contract non-renewal.
- Tier 3 includes teachers rated Effective/Highly Effective on their most recent year-end evaluation yet they are on a plan of assistance/improvement.
- Tier 4 includes teachers with an average rating of Effective on up to three of their most recent year-end evaluations.
- Tier 5 includes teachers with an average rating of Highly Effective on up to three of their most recent year-end evaluations.

Length of service or tenure status shall not be factors in considering the effectiveness of each teacher. However, if the displacement/layoff decision involves two or more teachers and all other effectiveness factors distinguishing those teachers from each other are equal, seniority, according to the official seniority list as compiled annually by the District and approved by the Cedar Springs Education Association, will be the tie breaking factor. The teacher(s) with the lowest seniority will be displaced/laid off.

II. NOTIFICATION OF DISPLACEMENT/LAYOFF

The District will endeavor to provide the Association with an advance list of the teachers who will be notified of displacement/layoff, and provide the Association President with an opportunity to discuss the reasons for selection of the listed teachers.

The Board of Education shall provide written notice of layoff to the affected teachers not less than 30 calendar days before the first day of the school year or 14 calendar days before the beginning of a trimester/marking period during the school year. Notice shall be by hand delivery, certified mail – return receipt requested, or electronic mail, as determined by the District.

Further, the Board of Education shall also provide notice to the affected teachers that the Teachers' Tenure Act allows them the opportunity to appeal the Board of Education's layoff decision to the Tenure Commission within twenty (20) days of receipt of the layoff notice.

III. TERMINATION

Any layoff pursuant to this procedure shall automatically terminate the individual employment contract of all laid off teachers and shall suspend for the duration of the layoff the District's obligation to pay salary or fringe benefits, as well as all benefits under the teacher's collective bargaining agreement. The District may also elect to terminate any individual or supplemental employment contract.

IV. RECALL

Identification of Vacancies & Positions: The Board of Education has the sole discretion to determine: (1) whether a vacancy exists and (2) the certification area/highly qualified status requirements and position/assignment in which the vacancy exists.

A teacher is eligible for recall to a vacant position if the teacher is certified and properly endorsed to fill the position as determined and defined by the Michigan Department of Education. It is the teacher's responsibility to maintain his or her certification and to promptly provide documentation of the certification and qualification status to the District.



When the Board of Education has identified the position(s) in which a vacancy exists, the Superintendent will issue notice of recall to the vacant position after consideration of the effectiveness level and relevant teaching experience of each teacher on the recall list who is certified and highly qualified for the vacant position. Teachers with the highest effectiveness ratings will be recalled first, as determined by the District's performance evaluation ratings and this procedure, provided that they are certified and qualified for the vacant position. Teachers shall generally be recalled in inverse order of layoff, as specified within Section 1, Part B. Length of service or tenure status shall not be a factor in considering the effectiveness of each teacher. However, if the recall decision involves two or more teachers and all other effectiveness factors distinguishing those teachers from each other are equal, seniority, according to the official seniority list as compiled annually by the District and approved by the Cedar Springs Education Association, will be the tie breaking factor. The teacher(s) with the highest seniority will be recalled first.

A teacher who was rated as Ineffective under the District's performance evaluation system shall not be recalled over a teacher who was evaluated as minimally effective, Effective, or Highly Effective. Further, a probationary teacher who was rated as Effective or Highly Effective on his/her most recent year-end performance evaluation is not subject to being displaced by a teacher on continuing tenure solely because the teacher has continuing tenure.

If more than one vacancy exists when a recall is affected, the District has sole discretion to determine the appropriate assignment(s) of recalled teachers.

Each laid off teacher shall be responsible for notifying the Board of any changes in certification while on layoff. The teacher shall be eligible to be recalled to any vacant position offered by the Board for which he/she is then certified and qualified.

Part-Time Teachers: Teachers employed part time as of the effective date of layoff may be recalled to full time employment depending upon their individual performance, certification, and High Qualified Status.

V. NOTICE OF RECALL

Notice shall be by hand delivery, certified mail with return receipt requested, or electronic mail, as determined by the District to the last address provided to the District in writing by the teacher. The notice will include the deadline for acceptance, the date the employee must return to work, and the position/ work location to which the teacher is to report.

Each teacher is responsible for keeping the Board advised in writing of any change in name or change in address. The teacher is solely responsible for any errors or omissions occasioned by his/her failure to keep the Board so advised. Any communication addressed to a teacher at his/her last address on record with the Board shall constitute notice to the teacher of the contents of such communication.

VI. ACCEPTANCE/REFUSAL OF RECALL

The teacher must deliver her/his written notice of acceptance/refusal of recall within five (5) school or District business days after the notice of recall is delivered. The written notice of acceptance/refusal may be in the form of an email. The teacher must report for work by the date specified in the notice.

VII. TERMINATION OF RECALL RIGHTS

A tenured teacher's right to recall shall expire five (5) years from the effective date of the teacher's layoff in accordance with the Michigan Teacher Tenure Act. After that time, the teacher's name will be removed from the recall list.

A probationary teacher's right to recall shall expire one (1) year from the effective date of the teacher's layoff. After that time, the teacher's name will be removed from the recall list.



Termination of recall rights may be expressed or implied. Termination may result from, but is not limited to failure to provide timely notice of acceptance of recall, failure to report from layoff to an assigned position in a timely fashion, failure to annually notify the District to remain on the recall list, or by rejection of recall.

Teachers under contract with other public school districts may refuse recall and remain on the recall list until the one year contract with the other district expires. Except as stated herein, teachers who decline recall for a reason other than being under contract with another public school district shall lose their recall rights and be removed from the recall list.

During layoff, no salary, fringe benefits, seniority, sick days, or increments will accrue or be paid. If eligible, a laid off teacher may choose to maintain health care benefits by paying the COBRA rate in accordance with applicable law. (Laid off personnel electing COBRA health insurance continuation coverage are not eligible for any HSA pre-funding that may be provided by the District.)

VIII. APPEAL/DISPUTE RESOLUTION PROCEDURE

An appeal from a decision on reduction in staff or recall made under this procedure shall be as follows:

The teacher will file a written request for a meeting with the Superintendent or designee within five (5) days of the knowledge of the facts upon which the appeal is based. The Superintendent or designee shall make a written decision on the appeal within seven (7) calendar days of the meeting.

IX. DEFINITIONS

Unless indicated otherwise, the following definitions apply to the layoff and recall of teachers:

Effectiveness Level: The rating of the ability of one teacher against the ability of another teacher. Effectiveness is measured based on an average of the most recent year-end performance evaluations. The evaluations shall include the rating of teachers as highly effective, effective, minimally effective, or ineffective.

Individual Performance: The majority factor in layoff and recall decisions and defined in the District's performance evaluation system and consisting of, but not limited to, all of the following:

- a) Evidence of student growth must be the predominant factor in assessing a teacher's individual performance. (The Student Growth Dimension of the Teacher Evaluation Rubric used by Cedar Springs Public Schools)
- b) The teacher's demonstrated pedagogical skills using the 5D+ Teacher Evaluation Rubric (including at least a special determination concerning the teacher's knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom).
- c) Consistent preparation to maximize instructional time.
- d) The teacher's management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, and ability to perform the essential functions of teaching. (Classroom Environment and Culture and the Professional Collaboration and Communication Dimensions of the 5D+ Teacher Evaluation Rubric used by Cedar Springs Public Schools)
- e) The teacher's attendance record, exclusive of any absences taken under the Family and Medical Leave Act or "as reasonable accommodations" pursuant to the American's with Disabilities Act.



- f) The teacher's disciplinary record, if any.
- g) Multiple certifications.

Plan of Assistance

A plan of assistance may be written by the evaluating principal and the Director of Human and Community Services when a teacher is observed to be less than effective in one or more elements in the 5D+ Teacher Evaluation Rubric over a series of formal and informal observations. The purpose of this plan is to provide the teacher with professional support to make improvements in the areas noted in observation feedback or in their annual teacher evaluation as being less than effective.

Layoff

A staffing reduction for reasons that are not personal to any individual teacher and in response to economic necessity, decreased enrollment, program changes, territorial changes and other operating or economic conditions. A part-time teacher whose assignment is reduced by more than twenty-five percent (25%) shall be governed by the provisions of this policy.

Recall

Written notice to return to work sent by the District to a teacher who (1) has been laid off under this procedure, (2) is certified and qualified as defined by the District's job descriptions, and (3) retains employment rights under this procedure.

Relevant special training

A factor noted in the teacher evaluation process, located in the Professional Collaboration and Communication Dimension of the 5D+ Teacher Evaluation Rubric, that means completing relevant training other than the professional development or continuing education that is required by the District or by state law and integration of that training into instruction in a meaningful way.

Seniority

Defined in the teachers' collective bargaining agreement in Article XII as length of unbroken service in Cedar Springs Public Schools.

Significant, relevant accomplishments and contributions

A factor noted in the teacher evaluation process, located in the Professional Collaboration and Communication Dimension of the 5D+ Teacher Evaluation Rubric, that means contributing to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.

Student Growth

Measured by national, state, or local assessments, and other objective criteria, as defined in the District's performance evaluation system

Termination

Means severance from employment for reasons such as absence without leave, resignation, layoff, dismissal, or nonrenewal, but does not include approved leaves of absence.

Voluntary Layoffs

The parties agree to allow voluntary layoffs in those situations where a teacher is willing to accept a layoff rather than exercising his/her rights to a position.



APPENDIX H

Student Growth Rubric

CSPS Teacher Evaluation 2024/25, 2025/26 and 2026/27

STUDENT GROWTH - 20% of the Overall Annual Effectiveness Rating

Use of Student Growth Data to Impact Instruction - 5% of Effectiveness Rating

Element	Unsatisfactory	Basic	Proficient	Distinguished
S.G.1. Assessment for	Teacher rarely or never	Teacher uses formative	Teacher uses formative	Teacher uses formative
Student Learning:	uses formative	assessment data to	assessment data to make	assessment data to make
Teacher use of formative	assessment data to make	modify future lessons.	in-the-moment	in-the-moment
assessment data	instructional adjustments,		instructional adjustments,	instructional adjustments,
	give feedback to		modify future lessons,	modify future lessons,
	students, or modify		and give general feedback	and give targeted
	lessons.		aligned with the learning	feedback aligned with the
			target.	learning target to
				individual students.

Student Growth - District Focus - 10% of Effectiveness Rating

Element	Unsatisfactory	Basic	Proficient	Distinguished
S.G.2. District Level	State proficiency targets	State proficiency targets	State proficiency targets	Meets/exceeds state
Student Growth Measure:	or school improvement	or school improvement	or school improvement	proficiency targets or
General growth measure	goals were not met in	goals were not met in	goals were not met in	building school
as determined using	general. Performance is	general. Performance did	general, but overall	improvement goals in
district level attribution	at or below state level.	not change or it declined.	performance improved.	general and overall
looking across our broad		However, overall	OR	performance improved.
spectrum of student		performance remains	Meets/exceeds state	
growth data and		above the state average.	proficiency targets or	
compared with similar			building school	
districts from a regional			improvement goals and	
and state-wide			overall performance did	
perspective			not decline.	

Student Growth - PLC/Building Focus - 5% of Effectiveness Rating

Element	Unsatisfactory	Basic	Proficient	Distinguished
S.G.3. PLC/Student	No/limited evidence of	Evidence provided	Evidence provided	Evidence provided
Growth Measure:	strategy used nor data	indicates strategies are	indicates strategies are	indicates strategies are
Growth Measure as	collected to impact	implemented to impact	implemented to impact	implemented to impact
determined using	building goal through	building goal through	building goal through	building goal through
classroom/grade level	student growth.	student growth. Pre, mid,	student growth. Pre, mid,	student growth. Pre, mid,
attribution		and post instruction	and post instruction	and post instruction
		assessment data is	assessment data is	assessment data is
		collected.	collected. Post data	collected. Post data
			shows student growth.	shows student growth.
				Teacher engages in
				professional
				conversations about
				student data to improve
				instructional practice.