

ARTICLE 1**AGREEMENT**

between

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

RECOGNITION CLAUSE

- A. This agreement shall be effective as of the date ratified by both parties and shall continue until July 31, 2009.
- B. Pursuant to Act 379, Public Acts of 1965, as amended, the Constantine Board of Education (hereinafter referred to as the Board) recognizes the Southwestern Michigan Education Association, MEA/NEA (hereinafter referred to as the SMEA or Association) as the exclusive bargaining agent for employees of the Board (hereinafter referred to as employees) in the bargaining unit defined as:

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

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

MICHIGAN EDUCATION ASSOCIATION SCHEDULE

<u>Elementary</u>	½ time teaching	- 50% dues
	full time teaching	- 100% dues
<u>Middle School</u>	1-2 periods	- 25% dues
	3-4 periods	- 50% dues
	5-6 periods	- 75% dues
	7-8 periods	- 100% dues
<u>High School</u>	1 period	- 25% dues
	2-3 periods	- 50% dues
	4-5 periods	- 75% dues
	6-7 periods	- 100% dues

NATIONAL EDUCATION ASSOCIATION SCHEDULE

<u>Elementary</u>	½ time teaching	- 50% dues
	full time teaching	- 100% dues
<u>Middle School</u>	1-4 periods	- 50% dues
	5-8 periods	- 100% dues
<u>High School</u>	1-4 periods	- 50% dues
	5-7 periods	- 100% dues

- C. The Board agrees not to negotiate with any organization purporting to represent teachers, other than the SMEA, for the duration of this agreement.
- D. Any reference to male teachers in this agreement shall include female teachers.

ARTICLE 2
Association and Teacher's Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all teachers shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he or she may have under the Michigan General School Laws or Public Act 379.
- C. The employees in the bargaining unit shall be permitted to use school buildings, upon approval of the administration, at reasonable hours for meetings, provided that, when special custodial service is required, the Board may make a reasonable charge therefore.
- D. Upon proper notification of the building administrator, duly authorized representatives of the SMEA shall be permitted to transact necessary official business at reasonable times provided that this shall not interfere with, nor interrupt the instructional program or normal school operations.
- E. Upon proper notification of the building administrator, the employees in the bargaining unit shall be permitted to use school equipment, including typewriters, computers (subject to the District's Acceptable Use Policy), copiers, other duplicate equipment, calculating machines and all types of audio-visual equipment at reasonable cost of all materials, repairs, and supplies incident to such use.
- F. The Association shall have the right to post notices of its activities and matters of SMEA concern on teacher work room bulletin boards, at least one of which shall be provided in each school building. The SMEA may use the teachers' mailboxes for communication to teachers. No teacher shall be prevented from wearing the insignia, pins, or other identification of membership in the Association either on or off school premises.
- G. The Board agrees to furnish to the Association, in response to written requests, information concerning the financial resources of the district, together with information which may be necessary for the Association to process any grievance. Copies of the minutes of the Board meetings shall be furnished to the SMEA Designee and to no more than four (4) designated building representatives.
- H. Upon the request of the Association, the Board shall consult with the teachers on any new or modified fiscal, budgetary, or tax programs; construction programs, or major revisions of educational policies and the Association may advise the Board with respect to said matters prior to their adoption and/or general publication.
- I. The private and personal life of a teacher is not within the appropriate concern or attention of the Board unless such action of the teacher affects his/her ability to effectively carry out the duties of a teacher in the School District.

ARTICLE 3

Board Rights

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

ARTICLE 4

Deductions for Professional Dues

- A. Teachers shall within thirty (30) days of employment, sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association or pay a legally permissible service fee in accordance with Section B of this Article.
- B. It is recognized that, because of religious conviction or otherwise, some teachers object to joining any organization engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense, which is appropriately shared by all teachers who are beneficiaries of such agreements. As a condition of employment a teacher shall join the association and execute an authorization for dues deduction, or pay a legally permissible service fee amount as previously determined through appropriate association policy and procedures regarding objections to political-ideological expenditures. The service fee shall not exceed the amount of

Association dues collected from Association members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative has failed to comply with either condition, shall process said complaint in accordance with or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

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

- C. The deduction for membership dues or representation fees shall begin within thirty (30) days following notice to the Superintendent (but not earlier than September) of the appropriate amounts and shall be prorated and made from one regular paycheck each month for the balance of the school year. The Board agrees promptly to remit to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
- D. A teacher employed by the Board after the beginning of school in September of the then current school year shall begin payment of membership dues or representation fees in the month in which he is employed and continue through June. The monthly rate for partial-day or partial-year employees shall be pro-rated on the basis of time worked.
- E. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is in error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive deductions.
- F. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this article, shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. Upon settlement of the dispute the Board will make suitable adjustment of all further paychecks to insure the SMEA receives all monies due under the settlement. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- G. The Association will save the Constantine Public Schools, Board, past and present members of the Board, and past and present administrative employees, harmless from any and all costs including witness and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which any of them may be liable by virtue of enforcing the provisions of this article.

ARTICLE 5

Teaching Hours and Class Loads

- A. The normal school day will be seven (7) hours and twenty (20) minutes. The Administration will set the normal teaching hours for each building, which may be extended for the purpose of faculty meetings, parent-teacher conferences, open houses, IEP staffings, or placement meetings. Teachers' will be in their respective buildings ten (10) minutes prior to student instructional time, either in their classroom or supervising hallways, as determined by the building administrator.
1. The principal may expect teachers to remain at school after the normal day, when necessary in his/her judgement, to solve a problem which cannot be handled during the regular school day. When possible this request will be made at least one (1) day in advance. Faculty meetings are professional meetings, and the principal may extend them when necessary. The normal building faculty meeting may be scheduled twice a month and may run for ninety (90) minutes at the end of the regular teaching day. Flexibility in the scheduled faculty meetings shall be allowed to provide for time to address professional requirements.
 2. The Board and Association understand and agree that the Board may adjust the normal teaching hours to satisfy State requirements pertaining to hours of pupil instruction, as specified in Section 1284(1) of the revised School Code.
 3. If, during the course of a school year, it becomes necessary to add hours to make-up for lost hours of instruction, the Board will consult with the CEA prior to making any adjustments in an attempt to develop a mutual agreement as to how the time will be added. The CEA will have 10 working days after being notified of the need to add time to come to a mutual agreement with the Board or the Board's designee. If mutual agreement cannot be met in that time period, the Board or its designee reserves the right to make a final determination so as to avoid any penalty.
- B. All teachers shall be entitled to a duty-free, uninterrupted, thirty (30) minute lunch period: however, in cooperation with the Administration and the Association, teachers may be requested to assist with supervision during an emergency situation or problems connected with inclement weather.
- The teaching load will provide forty-five minutes per day, excluding lunchtime, for teachers' preparation. Preparation time shall be accumulated using no more than 3 blocks of time per day.
- Prior to a major change in a building program, such as, but not limited to: Block Scheduling, MAC, Team Teaching, the building administrator will consult with the staff and building School Improvement Team.
- C. Full time teachers employed by the district in special areas (art, music, special education, media specialists, alternative education coordinator, and counselors) shall be provided with lunch and preparation time to the same extent as other teachers in the district.
- D. No departures from these norms, except in case of an emergency, shall be made without mutual consent of teacher and administrator.
- E. Daily preparation for effective teaching, correcting examination papers, themes, attending faculty meetings, and similar activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher.
- F. An employee member of the bargaining unit, when required by a mediator, fact-finder or arbitrator, to engage in contract negotiations or formal grievance negotiation regarding the Constantine contract, shall be released from regular duties without loss of pay.

Mathematics)	25 pupils
Science)	
Language)	
Business)	
Keyboarding		30 pupils
Industrial Arts		20 pupils
Drafting		30 pupils
Vocational Shops		20 pupils
Life Management		20 pupils
Art		25 pupils
Music		35 pupils
Band		“NO LIMIT”
Physical Education		40 pupils
Health		25 pupils

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

ARTICLE 8

Department Chairperson

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

ARTICLE 9

Qualifications and Assignments

- A. Both the Board and the Association agree that it is highly desirable to set and maintain high qualifications for teachers. The parties acknowledge the legal and professional obligations of the school district to comply with the provisions of the No Child Left Behind Act of 2001, 20 USC 6301 et seq., and the regulations promulgated thereunder, including adequate yearly progress and highly qualified teachers, and, accordingly, agree that nothing in this collective bargaining agreement shall be applied or construed, directly or indirectly, to in any manner interfere with or prohibit the school district from fully complying with the definitions, standards and requirements of the NCLB Act.
- B. Teachers shall not be assigned, except with their consent, outside the scope of their teaching certificate or their major or minor fields of study, except temporarily and for good cause, and the Association shall be so notified in each instance. To be highly qualified for an assignment, a teacher must NCLB Final Regulations 34 CFR 200-55-200.56. and the Michigan Definition for identifying Highly Qualified teachers, as approved by the State Board of Education. Current documentation and forms for achieving Highly Qualified status will be available on the district's website.
- C. All teachers shall be given written notice of their schedule for the forthcoming year not later than the preceding thirtieth day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted if possible. In no event, except by mutual agreement, will changes in teachers' schedules be made later than the fifteenth day of August preceding the commencement of the school year unless an emergency situation requires same. Resignation by a teacher after August 15 shall constitute an emergency, but a teaching position known prior to August 15 shall not be deemed an emergency.
- D. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duty enumerated in Schedules B I or B II, including a teacher substituting for another teacher when a teacher must replace another and thus loses his/her preparation time, and summer school courses, shall not be obligatory but shall be with the consent of the teacher except for extra duty positions related to music, journalism and drama assignments (e.g., band director, musicals, plays, vocals, journalism/yearbook) which shall be required.

ARTICLE 10

Vacancies, Promotions and Transfers

- A. As used in this Article the following definitions shall apply:
1. A “vacancy” shall refer to a newly created bargaining unit position or an existing position which has been permanently vacated and which will be filled by the Board. A vacancy does not exist when there is a teacher on layoff status, or on leave ready to return, who is certified and highly qualified for the position.
 2. A “transfer” shall mean a change from one school building to another.
 3. An “assignment” shall mean the grade level or subject taught.
 4. A “promotion” shall mean assignment to a supervisory or administrative position.
- B. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. A request by a teacher for a transfer or assignment to a different class, building, or position shall set forth the reasons for requesting a transfer or change in assignment; the school grade, or position sought; and the applicant’s academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- C. The Association recognizes that, when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instruction program. If the Superintendent in his/her judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant. An individual hired on a temporary or tentative basis until the end of the normal school year shall not have contractual rights to continued employment.
- D. The Board declares its support of a philosophy of filling bargaining unit vacancies from within its own teaching staff. Whenever any vacancy in any bargaining unit position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the association and providing the appropriate posting in every classroom building for a period of seven (7) business days. During the summer months, notice of vacancies shall be mailed to all teachers. Any teacher who is interested in filling the vacancy shall notify the Superintendent in writing within five (5) business days of the expiration of the posting. No vacancy shall be filled, except in case of emergency on a temporary basis, until such a vacancy has been posted. “Emergency” shall be defined as a vacancy occurring after August 15. Vacancies shall be filled on the basis of experience; competency; and qualifications of the applicant; length of service in the district; and other relevant factors, provided the teacher is appropriately certified and highly qualified for the vacant position under Michigan Department of Education rules and regulation in effect at the time. An applicant with less or no service in the district shall not be awarded such position unless the applicant’s qualifications, as determined by the Board of Education, clearly exceed the qualifications of an applicant of greater service. “Service” in the district for purpose of this Agreement shall mean continuous employment in a school of the district, excluding substitute service, irrespective of tenure status. In filling bargaining unit vacancies, the Board shall consider professional and NCLB qualifications, background, experience, competency, and length of service in District, attainments, and other relevant factors, of all applicants from within the school district as well as applicants from outside the school district. The parties recognize that the filling of vacancies is a prerogative of the Board and the decision of the Board with respect to such matters shall be final, and not subject to the grievance procedure unless procedures of Section D are violated.

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

- E. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall give at least ten (10) days notice to the affected teacher and the Association of the reasons for such transfer or assignment. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure THROUGH LEVEL THREE.
- F. Teachers involuntarily transferred may, upon a vacancy in their former building, and with written notice to the Superintendent, have the right of first refusal to return to that building, in the reverse order they were involuntarily transferred from that building, provided they are certified and highly qualified for the vacant position.
- G. Any teacher who shall be PROMOTED to a supervisory or administrative position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such PROMOTION to supervisory or executive status.

ARTICLE 11

Layoff and Recall Procedures

- A. When the Board determines that a reduction in teacher personnel is necessary, the Board agrees to use all of the following criteria:
1. Seniority
 2. Certification
 3. Tenure Status
 4. Qualifications
- B. For purposes of the Article, seniority shall be defined as an employee's length of continuous service with the school district from the employee's last date of hire. When two or more employees have the same years of service and dates of hire, they will be ranked in order of their respective Board approval dates. When two or more employees have the same Board approval dates, they will be ranked by having the most graduate hours beyond the BA or BS degree. If still tied, a lottery will be used with participation by all affected bargaining unit members. Seniority shall accrue during Board approved leaves of absence. Seniority shall be frozen for the duration of a layoff period.
1. No later than thirty (30) days following the implementation of this Agreement, and by every November 30 thereafter, the District shall prepare a seniority list, ranking employees in order of their seniority, and provide a copy to the Association President and each building representative for posting. In the circumstances where the lottery is necessary (see paragraph B above), all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit members so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance. All affected bargaining unit members will be notified in writing by the central office of the results of the drawing within forty-eight (48) hours of the drawing.
 2. A copy of the seniority list shall be given to the Association upon its written request.
 3. Bargaining unit members employed in a teaching capacity of 50% or more of a normal load will accrue a full year seniority. Association members who teach less than 50% of a full load will have their seniority pro-rated according to the teaching load assigned. This procedure shall begin with the 1992-93 school year and shall not be applied retroactively.
- B. Teachers will not be entitled to any compensation or fringe benefits while on layoff. However, subject to approval and regulations of the carrier, teachers will be allowed to make premium payments toward health insurance.
- C. All layoff notices must be mailed no later than August 20th of any given year before the start of the school year or a minimum of thirty (30) days prior to the effective date of a layoff during the school year. Notification of layoff shall be in writing and sent by either certified or registered letter. Notification shall also include a copy of such notification to the Association President. Notification mailed to the teacher's last known address on file with the Superintendent's Office, shall be deemed sufficient notice to the teacher.

D. Recall

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

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

ARTICLE 12

Illness or Disability, Personal Business, Unpaid Leaves of Absence

- A. Each teacher will be granted ten (10) days sick leave of absence per year. Teachers newly employed shall not receive sick leave allowance until such time as they have actually reported for duty and have provided service for not less than one day. Sick leave of absence shall be cumulative to one hundred ten (110) days for reasons of personal illness. The teacher may use all or any portion of his or her leave to recover from his or her own illness or disability, which shall include childbirth and complications of pregnancy.
- B. Teachers who had 110 accumulated sick days at the beginning of a school year shall be granted 10 extra days for that year. If those days are not used the teacher will revert to 110 days at the end of the school year. Teachers cannot accumulate more than 110 days. Teachers who go into a school year with 110 sick days shall qualify for unused sick day pay. For zero (0) used sick days the teacher will receive \$250, for one (1) used sick day \$150, and for two (2) used sick days \$50.00. Pay will be included in the next regular pay after school is out.
- C. Any teacher whose personal illness or disability, including childbirth and complications of pregnancy, extends beyond the period compensated under Section A shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability, including childbirth and complications of pregnancy, up to one (1) calendar year for tenure teachers and up to June 1st of the

current school year for probationary teachers. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

Except as required by the FMLA, no benefits will be provided by the District while a bargaining unit member is on unpaid leave. Subject to the approval of the insurance carrier, a bargaining unit member will be given the option to continuing insurance benefits at his/her own expense during an unpaid leave after exhaustion of the District's obligation to pay such benefits. In the event a bargaining unit member elects to continue insurance benefits at his/her own expense, the bargaining unit member shall pay the full premium payments owed by the bargaining unit member to the District before the first day of the month during which coverage is being extended. A pro-rata payment shall be made for a partial month of coverage.

D. Leaves of absence with pay chargeable against the teacher's sick leave allowance may be granted for the following reasons:

1. A maximum of ten (10) days per school year for illness in the immediate family. In hardship cases, a teacher may file a written request with the Board, for use of additional accumulated sick leave days. The decision of the Board will be final and this decision will not be subject to arbitration. Immediate family shall be defined as spouse, parents, children, brother, sister, mother-in-law, father-in-law, grandparent, grandchild or any person for whom a teacher has care, control, and custody.
2. Doctor, dentist or other appointments dealing directly with the teacher's health, but excluding routine medical appointments.
3. One (1) day, except when travel requires additional time, for attendance at school graduation of a son, daughter, husband or wife, with Superintendent approval or his designee.
4. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance, with administrative approval.

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

1. Death Leaves – Three (3) days per incident using present immediate family definition with additional days approved by the Board only.
2. Court Appearance as a witness in any case connected with the teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceeding.
3. At the beginning of every school year, each teacher shall be credited with time to be used for the teacher's professional business. Professional business days shall be used for purpose of:
 - a. visitation to view other instructional techniques or programs;
 - b. conferences, workshops, or seminars conducted by colleges, universities, or other professional organizations. The teacher planning to use a professional business day, shall apply at least three (3) days in advance. Professional business days will be taken only with the prior approval of the administration, which may deny teachers' requests if funds are lacking or if the administration determines the activity not to be worthwhile. The teacher

shall be requested to file a written report within one (1) week of his/her attendance at such visitation, conference, workshop or seminar.

4. Personal days – Two (2) days, for the conduct of personal affairs, which cannot be handled normally outside school hours. All medical situations shall be covered under Paragraph A.
 - a. The day immediately preceding or the day immediately following a school vacation will not be recognized by the Board as a personal leave day with the exception, however, of such cases, which may cause undue hardship on the individual concerned. Circumstances presenting unusual conditions will be reviewed upon request by the Principal to determine whether such time will be granted.
 - b. No personal day will be granted for the first or last day of the school year.
 - c. Each request for personal leave shall be in writing.
 - d. The teacher shall prepare necessary lesson plans or other professional materials necessary for the performance of the teacher’s duties by a substitute.
 - e. The Employer shall not be required to grant leave on any one day to more than two (2) teachers from any one building.

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

1. Study related to the teacher’s licensed field.
2. Study to meet eligibility requirement for a license other than that held by the teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system.
4. Upon return from such leave, the teacher shall be assigned to the same position, if available, or a substantially equivalent position when available, as he held prior to taking the leave. The regular salary increment occurring during such period shall be allowed.

G. At the beginning of each school year, the Association shall be credited with a pool of ten (10) Association business leave days with pay. These days shall be used at the direction and discretion of the Association for Association-related business, and shall not be used for more than two (2) consecutive school days by any one teacher. The appropriate building principal shall be notified three (3) days in advance of the use of an Association business day. The Association shall fully reimburse the Board for the cost of substitutes necessitated by the use of Association business days.

ARTICLE 13

Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.
- B. Academic freedom shall be guaranteed to teachers to study, to investigate, to interpret facts and ideas concerning man, human society, the physical and biological world, and other branches of learning commensurate with the law of the State of Michigan and approved curriculum guides of the Constantine Public Schools. Media center materials and adopted textbooks shall be considered as part of the approved

curriculum guides. In the absence of an approved curriculum guide, the principal's approval will be required.

C. Academic freedom carries with it many responsibilities when we consider that students in public schools are in fact a captive audience.

1. Teachers have an obligation to preserve an attitude of impartiality when dealing with controversial issues in classroom situations.
2. Not all topics are suitable for discussion by children of any age.
3. Good judgment must be used by teachers in the timing of teaching controversial issues.
4. The role of the teacher in the presentation of controversial issues may be delicate but is not impossible.

ARTICLE 14

Teacher Evaluation

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

The Charlotte Danielson professional growth evaluation model will be the preferred format for enhancing the instruction of probationary and tenure teachers, and other professional staff. A school building specific professional growth instrument will be shared with staff at the beginning of each school year. A copy of these materials is found in Appendix E.

Two copies of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten days thereafter, one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his /her objections in writing and follow the grievance procedure (Article 25 pp. 24-25) through level two (2). All level results will be put in writing, attached to the evaluation, and placed in the teacher's file. All evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association.

- B. Evaluation shall be conducted by the teacher's building principal, or assistant principal, or other full-time administrator assigned by the Superintendent. However, if a teacher receives an unsatisfactory evaluation, or is teaching in a specialized area, the Board may retain qualified individuals in that educational field to evaluate the teacher. The outside evaluator shall be drawn from a pool of individuals that have been mutually agreed upon by management and the association.

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

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

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

ARTICLE 15

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning. Any order which the teacher considers to be threatening to physical safety or well being or is professionally demeaning shall be reported, in writing, to the Superintendent of School's Office within two (2) business days.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Medical releases and/or excuses used for verification of leaves of 5 consecutive days or longer, must be submitted to the teacher's principal no later than the day of return from a medical leave.
- C. The District supports a program of progressive discipline, which may include verbal and/or written warnings, suspensions without pay, or discharge, as determined by the administration and Board of Education. It shall be the responsibility of the administration to determine the initial disciplinary action given based upon the severity of the situation and the work record of the member. Additionally, the District may suspend a teacher with pay pending an investigation. If a suspension is made, the District shall notify the Association of the suspension promptly and conduct any necessary investigation without delay. The determination resulting from the investigation shall be provided to the Association and the member promptly upon the conclusion of the investigation.

No teacher shall be disciplined, reprimanded or reduced in rank or compensation for disciplinary reasons, without just cause. This section does not apply to the non-renewal of probationary teachers. Any such discipline, reprimand, or disciplinary reduction in rank or compensation, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

- D. A bargaining unit member will have the right to review the contents of their personnel file in accordance with the provisions of the Employee Right-to-Know Act (Public Act No. 397 of 1978, as amended). The bargaining unit member shall have the right to have a representative of the Association accompany him/her in such a review. The employee may obtain a copy of any or all information contained in the file upon request and in accordance with the Employee Right-to-Know Act. The member may submit a written notation or reply regarding any material found in their personnel file and the same shall be attached to the file copy of the material in question. When individual performance and/or disciplinary material is to be placed in a member's file, the affected member shall review and sign said material; such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE 16

Professional Improvement

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

ARTICLE 17

Maintenance of Standards

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

ARTICLE 18

Continuity of Operations

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

ARTICLE 19

School Calendar

- A. The 2007-2008 and 2008-2009 school calendars and three (3) 2009-2010 full Professional Development days, as adopted, shall be set forth in Appendix A. Prior to adoption by the Board of the annual school calendar for subsequent years during the term of this Agreement, the Board agrees to negotiate the content thereof with representatives of the Association. When the calendar is agreed upon, it must satisfy requirements pertaining to minimum number of days and hours of instruction set forth in Section 1284 of the Revised School Code. In addition, it must satisfy the professional development day requirements set forth in Section 1527 of the Revised School Code.
- B. Scheduled days of student instruction, which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions will be rescheduled, at the end of the regular school year to the extent permitted by law to insure that the district meets the annual instructional minimum number of days and hours required by law and Department of Education requirements so as to qualify the district for full state aid. Scheduled hours of student instruction which are not held because of delays may also be rescheduled in the event it is necessary to do so to satisfy State requirements pertaining to hours of pupil instruction. Teachers will receive their regular pay for days that are canceled or delayed but shall work the rescheduled days or hours with no additional compensation. Total annual salary is based upon the contracted number of days and/or hours required during the entire school year.
- C. The Board of Education shall not be required to cancel a “work day/professional development day” (i.e., a day when teachers report but students are not in session such as an end of semester grading day, a parent teacher conference day, or an in-service day) or that portion of any day which is so scheduled. However, the Board may do so in its discretion. The Board shall not be required to reschedule a “work day/professional development day” or a partial “work day/professional development day” which is canceled, but may do so in its discretion, provided the total amount of work time is not increased. The Board or its designee and the Association must agree upon rescheduled date in writing.
- D. When session days are delayed, teachers will report at least fifteen (15) minutes before the opening of the students’ rescheduled school day. It is understood that the normal day may have to be revised when the beginning of the day is delayed. However, the school day will not be extended beyond the normal close of the school day. On any scheduled student session days when students do not report, it is agreed that bargaining unit members will be excused from reporting for duty unless it is a partial “work day” referred to above.
- E. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities in addition to the current thirty (30) hours, it is agreed that for these specific days bargaining unit members shall be excused from reporting to duty without loss of pay. These specific days lost due to school closing under the foregoing circumstances shall not be rescheduled. To the extent that any other provision of this agreement is inconsistent with the foregoing, such provision shall be null and void to the extent of the inconsistency.
- F. In the event a teacher receives unemployment compensation benefits (which as used herein also includes “under-employment benefits”) during the school year (associated with his/her regular teaching assignment) due to days of instruction not being held when scheduled because of conditions not within the

control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons.

G. Any decision to cancel days, or delay the starting time, shall not be grievable.

ARTICLE 20

Professional Compensation

- A. The contract year begins on August 1 and ends on July 31 each year. Salary will be paid in 26 equal installments beginning on the last Friday in August or first Friday in September, whichever allows for a continuation of the every other week pay cycle. In the event that using a 26 pay period year creates a gap in the pay cycle at the end of the year, a 27 pay year will be used. Employees may also choose to be paid in 22 equal installments rather than 26. The basic salaries of teachers covered by this Agreement are set forth in Schedule B, which is attached to and incorporated in this Agreement.
- B. All teachers newly employed may be given full credit on the salary schedule set forth in Schedule B for full years of outside teaching experience in any school district in the State of Michigan and/or other teaching experience for which credit is allowed.
- C. The salary schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.
- D. Teachers involved in extra-duty assignments set forth in Schedules B-1 and B-2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance at the current IRS rate upon submitting the appropriate district approved form for mileage reimbursement.

Approved trip mileage: Current IRS rate for approved trips

- F. Middle School Counselor and individuals' temporarily covering elementary social worker tasks that are CEA bargaining unit members will receive additional compensation as listed in the B-1 schedule. Additionally, they will be compensated for their specific school related work done before the contractual school year begins (August 1 or later) or after the contractual school year ends, with the prior approval of the building principal, at the hourly rate specified in the B-1 Schedule for Extra Teaching Duty, up to the maximum allowed hours of work as follows:

Middle School Counselor	36 hours maximum
Temporary Social Worker	25 hours maximum

Such work is to be scheduled and completed under the supervision of the respective building principal. Hours stated are the maximum allowed and the employee may complete their duties in fewer than the maximum allowed hours.

- G. The Elementary Schools Student Mentoring Program shall be staffed by a bargaining unit member. This work may be offered as extra duty pay according to the B-1 Schedule, or it may be assigned as a release time duty for one period in lieu of a classroom assignment. In the case of it being assigned as a release time duty, no B-1 Schedule percentage shall be paid.
- H. The High School Student Services Coordinator position shall be staffed by a bargaining unit member(s) as assigned by the building principal. Two (2) class periods of release time may be assigned to meet with students regarding college preparation. Any duties assigned by the principal and performed beyond the contractual day shall be paid according to the non-teaching time hourly rate of the B-1 schedule.
- I. The Elementary Schools Student Mentoring Program and the High School Student Services Coordinator duties will be first offered to bargaining unit members without a full schedule. Seniority will determine which member will receive first right of refusal for those positions. In the case there are no part-time members eligible to fill their schedule in this manner; these duties will revert to release time for a full time employee or the B-1 schedule.

ARTICLE 22

Student Discipline and Teacher Protection

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

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

- C. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident and contact the parent as mandated by the law.
- D. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- E. Any case of assault upon a teacher shall be reported promptly to the Board or its designated representative. The Board will provide legal counsel and/or advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. Time lost by a teacher to meet with attorneys, police or judicial authorities in connection with any incident mentioned in this Article or school-connected lawsuit shall not be charged against the teacher if found innocent or provided the teacher has acted appropriately as determined by the proper forum of jurisdiction.
- G. Upon approval of the principal, the Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of teacher while on duty in the school or on a school assignment. The maximum to be paid is \$500 per incident, or up to no more than \$1000 per year. (The maximums \$500 per incident and \$1000 per year) may be increased to \$1000 per incident and \$2000 per year only by approval of the Board of Education. The Board's decision concerning the increased amounts is not subject to arbitration).
- H. No action shall be taken upon any complaint by a parent of a student directed toward a teacher; nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

ARTICLE 23

Student Grading

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

ARTICLE 24

Insurance Protection

- A. The Board of Education shall pay the partial cost of premiums for employee life insurance, family vision, dental, medical and hospitalization group health insurance coverage for each participating full-time teacher. Teachers may choose MESSA Choices II with the \$10/\$20 Rx card health insurance plan (effective October 1, 2007). Each employee who enrolls in MESSA Choices 2 PAK A shall receive the benefits defined under Plan A. Employees shall continue to pay 9.75% of the current MESSA Choices 2 (with \$5/\$10 Rx card) monthly premium, via monthly payroll deductions, through August, 2007. Beginning with the first payroll of September, 2007, the employee premium contribution will be 12% of the monthly PAK A premium amount through monthly payroll deductions. Beginning June, 2008, the employee premium contribution will be 13% of the monthly premium should the premium increase for July 1, 2008 be less than 6% or an employee premium contribution of 14% of the monthly premium should the premium increase for July 1, 2008 be 6% or greater, through monthly payroll deductions, with a \$250 monthly maximum. The Board will pay the remainder of each monthly amount.

Beginning June, 2009, if no successor agreement has been ratified by both sides, the monthly employee contribution will remain the same as the current 2008-2009 rate.

The employer shall provide a Premium Contribution Plan, which permits a member's contributions towards premiums to be paid with pretax dollars.

The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Bargaining unit members electing to use the Premium Contribution Plan shall do so through a Salary Reduction Agreement and payroll deduction.

- B. Teachers not electing to take any health insurance will receive the PAK B Plan of benefits and will receive a cash option in lieu of health benefits. The cash amount shall be four hundred fifty dollars (\$450) per month less the monthly premium for the PAK B benefits.

The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Teachers may use this money for MESSA options upon completion of the appropriate application forms, or a specified amount may be applied through a Salary Reduction Agreement by the bargaining unit member towards other non-taxable options provided by any Board approved company, or taken as a taxable cash option to the employee. All selections may be payroll deducted.

- C. There shall be no duplication of health coverage in the event more than one member of the same family is employed in this system as a teacher.
- D. Unless the insurance carrier determines otherwise, newly hired members who begin work at the start of a school year shall be eligible to be enrolled for coverage by the insurance carrier no later than September 1. Newly hired members who start at other times during the school year shall be eligible to be enrolled by the insurance carrier as soon as permitted by the carrier. In either case, coverage shall continue through the next August (unless the employee ceases employment with the District prior to the end of the school year). A teacher employed on either a regular half-day or half-year basis will be entitled to one-half the contributions paid for a full-time teacher. (Insurance benefits for part-time covered teachers will be prorated).

E. Teachers must make application for the insurance coverage within fifteen (15) days of employment or during any open enrollment period. All enrollment forms shall be provided by the employer upon hiring. It shall be the teacher's responsibility to be properly enrolled and the Board shall have no obligation to a teacher who is not properly enrolled and approved for coverage by the insurance carrier. The Board's only obligation shall be to pay the designated contribution and any dispute relative to coverage shall be between the employee and the carrier.

F. MESSA PAK Summary:

Plan A:

Health:	Choices 2, \$10/20 Rx; \$0 In Network, \$250/\$500 Out of Network Deductible
Negotiated Life:	\$5,000 with AD&D
Vision:	VSP 3
Dental:	80% / 50% / 50% / 50%
	Class I, II, III Annual Max. \$1,000; Two Cleanings Per Year
	Class IV Lifetime Max. \$1,200; No adult orthodontics

Plan B (for employees not electing health insurance):

Negotiated Life:	\$5,000 with AD&D
Vision:	VSP 3
Dental:	Same as above.

ARTICLE 25

Professional Grievance Procedure

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

- I. Level Four. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted within fifteen (15) days to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- J. Powers of the arbitrator are subject to the following limitations:
1. The arbitrator shall have no power to alter, modify, disregard, add to, or subtract from the terms of this Agreement.
 2. The arbitrator shall have no power to establish salary scales or change any salary scales or schedules.
 3. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 4. More than one grievance may not be considered by the arbitrator at the same time except upon express written mutual consent and then only if they are of similar nature.
 5. The arbitrator shall have no power to award interest or punitive damages.
 6. The arbitrator shall have no power to hear, consider or make a determination on a grievance issue which is claimed as a violation of state or federal law. A single grievance which has a combined claim of a contract violation and a violation of state or federal law shall have only the contract violation considered by the arbitrator.
- K. The fees and expenses of the arbitrator shall be shared equally by the parties.
- L. If any teacher for whom a grievance is sustained through arbitration shall be found to have been discharged unjustly, he/she shall be reinstated with reimbursement of compensation to be determined by the arbitrator.
- M. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- N. If an individual teacher has a personal complaint, which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.
- O. It shall be the general practice of all parties involved to process grievance procedures during times which do not interfere with assigned duties. However, in the event it is agreed by the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure with any representative of the Board shall be released from assigned duties without loss of salary.

ARTICLE 26

Professional Study Committee

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

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

- F. The parties agree that the PSC and its subcommittees serve in an advisory capacity only.
- G. The clerical expenses of the PSC and its subcommittees shall be borne by the Board.

ARTICLE 27

Miscellaneous Provisions

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of the Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms.

- D. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be provided at the expense of the Board and made available as soon as possible to all teachers now employed or hereafter employed.
- F. At the beginning of each school year a record of accumulative sick leave shall be provided for each teacher.
- G. Principals shall inform teachers of a number they may call to report unavailability for work. Teachers shall make every effort to provide the principal or his/her designee with sufficient and reasonable notice.
- H. By March 1st or any time thereafter with fifteen (15) days notice prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the following school year.
- I. It is mutually agreed that the Board of Education will pay a \$500 stipend to a teacher who, on or before April 1st of the school year of retirement, submits a non-rescindable letter of resignation for the purpose of retirement effective the end of the school year in which the letter of resignation is submitted. The payment is to be made within one (1) month from receipt of the binding letter of resignation.
- J. No more than ten (10) annuity companies will be open to employees. No new annuity company will be added to the current approved list, unless the company has been mutually approved by Board and Association, and eight (8) or more employees have signed agreements on file with the business office.

ARTICLE 28

Duration of Agreement

This Agreement shall be effective upon ratification by both parties and shall continue in effect until July 31, 2009.

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

SOUTHWESTERN MICHIGAN
EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Vice-President

By _____
Vice-President

By _____
Title

By _____
Secretary

By _____
Title

By _____
Treasurer

By _____
Title

By _____
Trustee

By _____
Title

By _____
Trustee

By _____
Title

By _____
Trustee

Dated this _____ day of August, 2007

CONSTANTINE PUBLIC SCHOOLS
Constantine, Michigan

Appendix B-1
(% of BA Base Salary)

	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
MUSIC					
Band Director:					
School Year	15	16	17	18	20
6 Wk-Summer Program	10	10	11	12	13
Assistant Band Director	7	7	8	9	10
Vocal Director	2	3	3	3	4
Riverside Choristers	3	3	3	4	4
Guidance Director, High School	3	3	4	4	5
Guidance Director, Middle School	2	2	3	3	3
CLASS SPONSORS:					
Freshman Class	2	2	2	2	2
Sophomore Class	2	2	2	2	2
Junior Class	3	4	4	5	5
Senior Class	3	4	4	5	5
Musicals (each)	3	3	3	4	4
Plays (each)	3	3	3	4	4
M.S./H.S. Journalism/Yearbook	3	3	3	4	4
M.S. Student Council	2	2	2	3	3
H.S. Student Senate	2	2	3	3	3
National Honor Society	2	2	2	2	2
Varsity Club	1.5	1.5	1.5	2	2
Mentor	2	2	2	2	
HS Quiz Bowl	2	2	2	2	2
MS Quiz Bowl	2	2	2	2	2
Clue Me In	2	2	2	2	2
Forensics	1.5	1.5	1.5	2	2
Youth in Government	2	2	2	2	2
HS Science Olympiad	2	2	3	4	5
MS Science Olympiad	2	2	3	4	5
Elementary Mentoring *	8	8	8	9	9

*Unless teacher is given a class period for Elementary Mentoring duties in lieu of additional pay.

HOURLY RATES

	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Lunch Room Duty (if assigned to a teacher instead of an aide)	\$20.00	\$20.30	\$20.50
Other extra teaching hours	\$20.70	\$21.00	\$21.20
Mutually approved non-teaching time, including up to 5 hours/teacher for Kindergarten Round-up	\$15.00	\$15.30	\$15.50
Internal Sub. Reimbursement per period	\$16.50	\$17.00	\$17.20

The Board reserves the right not to fill any position.