

MASTER AGREEMENT

BETWEEN

**WASHTENAW COUNTY EDUCATION ASSOCIATION/
CHELSEA EDUCATION ASSOCIATION,**

MEA/NEA

AND

CHELSEA SCHOOL DISTRICT

BOARD OF EDUCATION

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THIS AGREEMENT, entered into as of the first day of July 2007 between:

CHELSEA SCHOOL DISTRICT BOARD OF EDUCATION
(The "Board")

and the

WASHTENAW COUNTY EDUCATION ASSOCIATION (WCEA)/
CHELSEA EDUCATION ASSOCIATION (CEA),
MEA, NEA
(The "CEA")

The Board and the CEA recognize that providing a quality education for the children of the Chelsea School District is their mutual aim, and that the character of such education is influenced by the quality and morale of the teaching service.

The parties are interested in promoting harmonious relations among the teaching staff, administration, the CEA and the Board.

The CEA and the Board desire to contract in respect to wages, hours, and other conditions of employment, as provided by the Public Employment Relations Act (PERA).

The Board and the CEA agree as follows:

ARTICLE I

RECOGNITION

- A. The Board recognizes the CEA as the exclusive and sole bargaining agent as defined in PERA for all certified educational personnel of the Chelsea School District in the K-12 education program in the bargaining unit, described and defined as:

All K-12 instructional personnel, including counselors, media specialists, speech pathologists, psychologists, and social workers, excluding all others. Examples of excluded District personnel are: substitutes, teacher aides and other auxiliary personnel, community services teachers, administrators, directors, supervisors, technology support staff, and auditorium manager.

- B. The terms "teacher" or "employee," singular or plural, when used in this Agreement, refer to all personnel represented by the CEA in the bargaining unit.
- C. The term "day" in this Agreement refers to Monday, Tuesday, Wednesday, Thursday, and Friday, when the District's main office is open for business. These terms exclude Saturday, Sunday, and weekdays when the District's office is not open for business.
- D. The Board agrees not to negotiate with any teachers' organization, other than the CEA, for the employees in this bargaining unit, for the duration of this Agreement.
- E. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- F. This agreement supersedes any rules, regulations, or practices of the Board and CEA which are contrary to or inconsistent with its terms.
- G. If any provision of this agreement or any application of the agreement to any employee or group of employees is found contrary to law, then such provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.
- H. The parties agree that they will not, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

ARTICLE II

BOARD RIGHTS

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

The exercise of these powers, rights, authority, duties, and responsibilities by the Board, including the adoption of policies, rules, regulations, and practices and the use of judgment and discretion shall be limited only by the specific terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE III

CEA AND TEACHER RIGHTS

A. CEA Rights

1. The CEA and its members shall have the right to use school facilities for meetings upon approval of the building principal, if the meetings do not interfere with previously scheduled school or community activities. Such use of the buildings shall be without charge and scheduled through the facility use coordinator.
2. The CEA shall have the right to use school equipment, including computers and other technology, when such equipment is not otherwise in use. The CEA agrees to abide by the District's acceptable use policy. The CEA shall be responsible for such equipment and pay the actual cost of supplies and materials used.
3. The CEA may utilize teacher mailboxes including district email accounts for communication.
4. The CEA President and grievance chairperson may use non-pupil contact time during the regular school day for CEA business.
5. The CEA President shall be supplied with a copy of the Board agenda and a copy of the public Board minutes at the time of its anticipated receipt by members of the Board of Education.

The CEA shall be supplied with a copy of the current Annual School District Financial Report and existing salary schedule, together with information which may be necessary for the CEA to process any grievance.

The District is not required to provide information not already compiled. Original records of the foregoing are to be examined only at the office of the Superintendent. The CEA agrees that it shall pay the expense involved in the preparation of information for the CEA's use.

6. Twelve (12) CEA leave days shall be granted, for the purpose of conducting CEA business related to the Chelsea School District, as requested by the President of the local unit of the CEA. This is not to be counted as any other leave. The Board and CEA shall share equally in the substitute costs for CEA days. CEA days may be taken in half-day (1/2) blocks. Upon mutual agreement, the CEA may be granted additional CEA days.

B. Teachers' Rights

1. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
2. District faculty meetings shall take precedence over CEA meetings, if announced three days in advance or for an emergency.
3. Teachers shall be informed in writing within thirty (30) calendar days of any new or revised policies. Notice shall include a summary of the policy and where it can

be obtained. A copy of Board policies shall be maintained on the District web site.

4. A teacher is free to participate in political activities outside the school day. Teachers should refer to MCLA 15.401 for additional information.
5. Upon request, a teacher shall be entitled to have an CEA member present when he is being reprimanded for rule infraction or delinquency in professional performance that is to be placed in the teacher's personnel file. The teacher and the member shall make themselves available to the administrator during the teacher's regular school day or at a mutually agreeable time.
6. No tenured teacher shall be disciplined or reprimanded without just cause. All information forming the basis for disciplinary action will be made available in writing to the teacher and, at his request, the CEA shall receive a copy. The teacher being reprimanded or disciplined has a right to file a written rebuttal within ten (10) days which shall be attached to the written reprimand or record of disciplinary action and shall become a part of the teacher's personnel file.
7. When correspondence of a disciplinary nature or as the result of an investigation of a complaint is determined to be placed in a personnel file, the teacher will be notified.

Each teacher shall have the right, upon request, to review the contents of his personnel file in accordance with the Bullard-Plawecki Employee Right to Know Act (MCLA 423.410 et.seq.). The review will be made in the presence of an administrator or designee. Privileged information, such as letters of recommendation sent confidentially to the District and other documents specified in the Bullard-Plawecki Act, may be removed prior to the review, at the District's discretion.

A member of the CEA may, at the request of the teacher, accompany the teacher.

The District will notify a teacher when a Freedom of Information Act request is made for an item or items in his personnel file. A teacher may request review of his personnel file at that time.

A teacher may request the removal of items from the personnel file. The District is under no obligation to remove materials from the personnel file. However, a teacher does have the right to file a written explanation and have it included in his file.

8. If a teacher or the CEA is desirous of bringing any matters to the Board's consideration at a regular Board meeting, they shall file written request with the Superintendent of Schools on the Wednesday prior to the regular meeting. The request shall state the nature of the business to be brought to the Board's consideration. If the request is rejected, the CEA or teacher may renew their request to the Board prior to its confirmation of the agenda. The Board may at this time place the matter on the agenda. (The Board shall take up any matters placed on the agenda, by the CEA, not later than 10:00 PM of the night of the meeting.)

9. **Teachers shall be encouraged to maintain their dress and appearance and to conduct themselves in a manner which promotes respect and professionalism consistent with their assignment.**

ARTICLE IV

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

A. Payroll Deductions

1. During the term of this Agreement, all teachers shall pay either

- a) The monthly membership dues of the CEA or
- b) The appropriate representation service fee of the CEA, not to exceed the amount of the dues uniformly required of members of the CEA.

The teacher may pay such dues or fees directly to the CEA or authorize payment through payroll deduction, as herein provided.

2. a) The CEA shall certify to the Board at the beginning of the school year, the membership of the CEA subject to deduction of membership dues and the amount of the monthly CEA dues to be deducted. The CEA shall also certify to the Board, as soon as the amount is known, the amount of monthly representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the CEA, provided that when a teacher objects to the appropriate amount of the representation service fee, the amount of the deduction contested shall be placed in an escrow account as required by law until a determination of the appropriate amount of the deduction has been determined.

The CEA shall certify to the Board, prior to collecting any representation service fee, that it has properly notified its members of the fee. The method of determining the fee and the procedure for appealing the fee shall be in accordance with all other current legal standards.

- b) A teacher, contesting the appropriate amount of the representation fee to be deducted, must exhaust the internal administrative procedures of the CEA. The remedies of such procedures shall be inclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim, or complaint by an objecting employee concerning the application and interpretation to this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
- c) Due to certain requirements established by court decisions, the parties acknowledge that the amount of this fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the CEA's notification to non-members of the fee for that given school year. In such event, it is agreed that the teacher remains obligated for the entire annual representation fee.

- d) If a teacher does not pay the representation service fee directly to the CEA, or authorize payment through payroll deduction, the Board shall, upon completion of the procedures contained herein at the request of the CEA and pursuant to MCLA 408.477; MSA 17.277(7), deduct the representation service fee from the teacher's wages and remit same to the CEA. Payroll deductions made pursuant to this provision shall be made as provided in section "b" above. The CEA in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7) shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) business days for compliance and shall further advise the teacher that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorize deduction, the CEA may request the Board to make the deduction. The Board, upon receipt of the request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the CEA or authorized payroll deduction.
3. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Revised School Code.
 4. Regular dues for any or all of the above-stated organizations shall be deducted together, as one deduction, in equal installments from each check beginning the first check due in October.
 5. Dues authorizations filed with the business office shall become effective with the next scheduled dues deduction on a prorated basis as determined by the CEA Treasurer.
 6. Dues authorization filed with the business office must be renewed on an annual basis.
 7. The CEA shall, by the second Monday of September of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA/NEA which dues are to be deducted in the coming school year under such dues authorization. The amount of deductions for these dues shall not be subject to change during the entire school year.
 8. For the purpose of this Article, the term "school year" shall include the period beginning with the first teacher working day of school through the last teacher working day of school.
 9. Dues deductions shall be transmitted by the Superintendent to the WCEA/CEA Treasurer within thirty (30) days after deductions are made. The CEA shall be responsible for disbursement of WCEA/CEA, MEA/NEA dues paid to it to the Treasurers of these organizations.
 10. All refunds claimed for dues of the WCEA/CEA, MEA/NEA shall lie solely with the CEA. The CEA agrees to reimburse any teacher for the amount of any excess dues deducted by the Board and paid to the CEA and agrees to hold the Board harmless from all claims of excessive dues deductions.

11. Any dispute between the WCEA/CEA 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 and the Treasurer of the CEA. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution, or revocation of the authorization form.
12. The Board shall also make payroll deductions upon written authorization from teachers for annuities, financial institutions, United Way Fund, Chelsea Education Foundation, and any other plans or programs jointly approved by the CEA and the Board.
13. The CEA agrees to appoint legal counsel and assume the legal defense of any suit or action brought against the Board due to the District's compliance with the provisions of this Article of the collective bargaining agreement.

The CEA further agrees to indemnify and save the Board, including each individual School Board member, its agents and administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board, its agents or administrators, for the purpose of complying with this Article.

ARTICLE V

TEACHING HOURS, CONDITIONS, AND CLASS LOAD

A. Teaching Hours

- 1) The normal teacher workday shall be 7 hours and 25 minutes, inclusive of a thirty (30) minute, duty-free lunch period. The normal student day will be six (6) hours and fifty three (53) minutes. Teachers are to be on duty thirty-two (32) minutes prior to the start of school for students. Teachers are encouraged to remain for a sufficient period after the close of the pupils' day to attend to those matters which properly require attention at that time.
- 2) Teachers who agree to a flexible schedule that extends the beginning or ending times, or creates a break in the continuous seven (7) hours and twenty five (25) minute workday must have the approval of the CEA President and the Superintendent.

When a staff meeting is held, the teachers will be expected to be in attendance until its conclusion, with the meeting lasting no longer than one (1) hour. There shall be no more than one (1) administratively-called, mandatory meeting per month requiring teachers' attendance beyond the established workday. In addition, the Superintendent reserves the right to call one (1) mandatory, District-wide staff meeting per semester of one (1) hour each in duration, with CEA President approval.

- 3) High School and Middle School teachers shall be provided a planning period each day. The planning period will be equal to a regular class period.

Elementary School/Intermediate School teachers shall be scheduled for no fewer than 420 planning minutes per week, with at least three days of thirty (30) consecutive minutes other than zero hour. Poor weather, emergency, or special activity days are not considered a loss in planning time. The Employer will make reasonable efforts through scheduling of special subject instruction, rotation of recess duties, and/or rotation of staff meetings to arrange at least thirty (30) consecutive minutes of preparation time each student instruction day for each elementary/intermediate teacher.

- 4) Teachers will not be required to supervise students during elementary/intermediate lunch recess. When a teacher requires emergency relief, the building administrator shall provide for temporary supervision. Elementary/intermediate teachers shall be able to use, for preparation, all time in which their classes are receiving instruction from various specials teachers. All elementary specials teachers shall be provided with relief and preparation time to the same extent as other elementary/intermediate teachers.
- 5) Pupil contact time is defined as any time during the normal teacher's workday in which the teacher is involved in instruction or supervision of students excluding lunch and preparation periods. Assignment to a supervised study period shall be considered a teaching period.

- 6) Every reasonable effort will be made to keep the pupil contact time assigned to each teacher equivalent within each school, inclusive of specials teachers.

B. Part-Time Teachers

- 1) A part-time teacher is one who is legally certified and under contract to complete a school term teaching daily a fractional part of each instructional day. The salary shall be computed at that fractional part of the annual salary based upon the appropriate level and step.
- 2) A teacher employed part-time shall be compensated at the prorated rate of teaching assignments in the building/program assigned. The prorated rate compensates the teacher for prorated instructional time and the prorated portion of planning time.
- 3) Part-time teachers will be paid full-time per diem for professional development days and open houses.
- 4) Parent/teacher conferences days will be paid at the pro-rated teachers part time per diem.

C. Class Size

- 1) The CEA and the Board recognize that the pupil:teacher ratio is an important aspect of a quality education program. The parties agree that class size should be lowered and equalized whenever feasible, taking into account the availability of qualified staff, facilities, funds, and state requirements.

- 2) Elementary/Intermediate

The class size shall not exceed twenty-six (26) at grades K, 1, and 2, and twenty eight (28) at all other grades, except it is agreed that should the class size specified reach a ten (10) percent overage, the matter would become a matter of concern, and plans be considered to correct the situation. At such time as the class size reaches a twenty (20) percent overage, action will immediately be taken to put the corrective plan in force.

- 3) Middle and High Schools

- a) The ratio of pupils to bargaining unit staff of the middle and high schools shall not exceed 27:1. It is understood that this ratio shall apply to each school taken separately.
- b) Only a staff member's time actually devoted to duties in the middle or high school, respectively, may be counted in determining the pupil:teacher ratio.
- c) Except in certain activity-type classes such as physical education, music, and study hall, the average pupil load for teachers shall not exceed one hundred fifty (150) pupils per day.

- d) Administration will make a reasonable effort to ensure that, in classes using lab stations or equipment, the number of students assigned to the class will not exceed the number of stations or amount of equipment available.
- 4) To promote a proper learning environment for those students identified under the Revised Administrative Rules for Special Education the Administration will make a reasonable effort to ensure that an equitable distribution of such students shall be made within the building, grade, and/or subject area which will accommodate the student's schedule.

The Superintendent will, at the teacher's request, review situations where the teacher believes an equitable distribution has not been made.

D. Equipment/Facilities

- 1) The Board agrees to make available in each school adequate word processing and copying facilities to aid teachers in the preparation of instructional material at least fifteen (15) minutes prior to the required reporting time.
- 2) The Board shall provide:
 - a) Suitable closet space for each teacher to store personal articles.
 - b) Copies, exclusively for each teacher's use, of all texts used in each of the courses to be taught.
- 3) The Board shall make efforts toward providing:
 - a) A separate desk for each teacher in the District and lockable drawer space.
 - b) Adequate storage space in each classroom for instructional materials.
 - c) Adequate board space in every classroom.
 - d) Adequate attendance books, paper, pencils, pens, erasers, and other such material required in daily teaching responsibilities.
- 4) The Board shall make available, in each school, adequate restroom facilities exclusively for staff use and at least one room, appropriately furnished, which shall be reserved for use as a staff room.
- 5) Telephone facilities shall be made available to teachers for their school business. Teachers making personal, long-distance calls shall utilize their personal calling cards or personal cell phones.
- 6) Upon request of the CEA, vending machines may be installed in the staff areas. These machines shall be installed and maintained by the CEA at no expense to the Board.

- 7) Adequate off-street parking facilities shall be provided and properly maintained for teacher use. At the high school, parking spaces will be identified exclusively for teachers use during school hours.
- 8) Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety.

E. Professional Development Requirements

Teachers shall meet the professional development requirements of MCL 380.1526 (teachers in first three (3) years of employment) and MCL 380.1527 (teacher professional development) and report such compliance with the District office prior to June 1 or 15 days prior to the state submission deadline of each school year. (The District shall provide a form for reporting professional development activities.)

Failure to report or meet such requirements by the deadline shall result in a salary reduction of $\frac{1}{4}\%$ of a teacher's base pay. Such reduction shall be taken in the teacher's June 23 paycheck. If District professional development time is not approved by the state, no reduction of $\frac{1}{4}\%$ base pay will occur. Should the state of Michigan professional development requirements be repealed, this provision shall be void.

- F. Nothing in this Article shall require the Board to keep school open in the event of an emergency.

Scheduled student instruction days/hours canceled shall be rescheduled so as to provide the minimum number of hours/days of instruction required by law for full funding in the following manner: All canceled student instruction days shall be scheduled as full student instruction days on subsequent weekdays following the last scheduled day of instruction.

Teachers are not required to report on canceled student instruction days. Teachers shall work the rescheduled student instruction hours/days without additional compensation to meet requirements of instructional hours/days for the school year. The school district will publicize to the community the importance and necessity of student attendance on the rescheduled day. Should student attendance on the rescheduled day not be sufficient to count the day toward the instructional hours/days requirements, the school district will attempt to obtain a waiver of the day prior to attempting to reschedule more student hours/days.

If, during the life of this agreement, state law is repealed or modified to allow the school district to count as days of student instruction those days which are canceled because of conditions beyond the control of school authorities, or a portion of those days, the teachers shall be excused from reporting to duty without loss of pay on the canceled student instruction day(s) which are counted as days of student instruction, and such day(s) shall not be rescheduled.

ARTICLE VI

ASSIGNMENT, TRANSFER, VACANCY, AND PROMOTION

(B1, B2, B3 and Administrative Vacancies)

- A. The Board recognizes that it is desirable, in making assignments, to consider the interests and aspirations of its teachers. For the purpose of Article VI, the following terms are defined as follows:
- 1) Assignment- The placement of a teacher within the same building.
 - 2) Transfer – The placement of a teacher in a new assignment in a different building.
 - 3) Opening – The open position available after all assignments have been filled within the building.
 - 4) Internal Posting – The posting of an opening available for assignment or transfer by CEA members.
 - 5) External Posting – The posting of a position available to external candidates or for additional employment for internal candidates.
- B. All postings shall be for a minimum of five (5) days. Personal notification of the posting shall be provided to the CEA President or designee before the first day of posting. Electronic notification will be utilized to inform all members of the opening.
- C. Between February 1 and June 1 of each school year, the Human Resources Department will electronically inform CEA members of assignment updates for the next school year. (Retirements, resignations, need to add sections, need to delete sections, impact of leaves, etc). Assignment updates will be sent within five (5) days of confirmation. These updates are for information purposes only.
- D. At any time a teacher may notify administration of a reassignment or transfer interest. Copies shall be sent to the Human Resources Department, the affected building principal(s) and the CEA President. (See Appendix G)
- E. CEA members must apply for openings when officially posted.
- F. Due to the nature of middle/high school assignments, the District is not required to provide an internal posting for each individual class. Any assignments remaining after building schedules are determined shall be posted internally and externally if needed.
- G. Teachers requesting an assignment or transfer for internal postings shall be interviewed by the appropriate administrator(s). The administrator(s) may include appropriate staff in the interviews.
- Teachers denied a position through an internal posting shall receive a written notification by the appropriate administrator.
- H. Teachers shall not be denied a new assignment or transfer during the school year purely because it may cause disruption to affected programs and students. Instead, teachers will be given normal consideration. If a teacher is selected, a date for the start of the new

assignment or transfer will be determined, and the teacher shall be reassigned/transferred at that time.

- I. The Board retains the right to link work compensated on the B2 schedule to work assignments compensated on the B/B1 schedules. If linked, the B2 positions shall become a part of the B4 schedule and compensated at the B4 rate. If the Board unlinks a B4 linked assignment, the assignment shall be compensated at the B2 schedule rate. The linking and unlinking of B2/B4 positions shall be related to curricular duties and requirements.
- J. Assignment or transfer decisions shall be made at the discretion of the administration by considering a teacher's No Child Left Behind (NCLB) qualifications, competency, aspirations, experience, seniority, and other relevant factors.
- K. Administrative vacancies shall be posted internally and externally. Qualified CEA applicants will be interviewed.
- L. Notice of any change in teaching assignments should take place prior to the end of the school year. If no such notification is rendered to the teacher, the teacher can be reasonably certain his teaching assignment shall be the same. If there becomes a need to change a teacher's assignment after the end of the school year, notification of the change shall be given to the affected teacher and CEA President within five (5) days of the administrative decision, including the rationale for the change. If an emergency situation requires a change after the reopening of school, the teacher will be consulted and the CEA President shall be notified.
- M. An involuntary transfer during the school year will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the CEA President of the reasons for such transfer.
- N. Assignments that involve voluntary and involuntary transfers will be made at the discretion of the administrator, but the decision will emphasize an interest-based, problem solving process. If a teacher is dissatisfied with an assignment, he may appeal the decision to the Superintendent for review.
- O. Nothing in this agreement shall be construed to discourage exploration of unique programs of instruction; for example, a block-time program or team teaching.

ARTICLE VII

REDUCTIONS OF PERSONNEL AND RECALL

- A. In the event the Board determines a lay-off situation has developed due to a decreased student enrollment, shortage of revenue, program elimination or reduction, or that it has become necessary to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate position(s), the Board agrees to follow the procedure listed below:
- 1) Teachers not holding valid Michigan license(s) or teaching certificate(s), pursuant to the school code, shall be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.
 - 2) If reduction is still necessary, then non-tenured teachers, with the least seniority, will be laid off first, provided there are remaining fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.
 - 3) If further reduction is still necessary, then tenured teachers, with the least seniority, will be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off tenured teachers.
- B. To be fully qualified, a teacher shall possess a valid Michigan teaching certificate, and shall be "Highly Qualified," as defined in the No Child Left Behind Act.
- C. For purposes of this Agreement, seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed by the Chelsea School District. Time spent on leave or layoff shall not be construed as a break in continuous service, and seniority shall continue to accrue. The Board shall provide a seniority list to the CEA President upon request.
- Ranking of teachers having the same length of service (seniority) shall be determined by the Action Item Number indicated in official Board of Education minutes. The lower Action Item Number constitutes higher seniority. The Board shall act on the hiring in the order the teachers accepted their respective positions.
- D. Recall – In the event of layoff, the Board will institute a recall procedure which will be in inverse order of the above layoff procedure.

No new teacher shall be employed by the Board while there are teachers of the District who are laid off, unless there are no laid-off teachers with proper certification and qualifications. The Board shall give written notice of recall from layoff by sending a registered or certified letter to the teacher at his last known address. It is the teacher's responsibility to notify the Board of any change of address. The teacher's address, as it appears on the Board's records, shall be conclusive when used in connection with layoffs or recall. If a teacher fails to report to work within ten (10) days from the date of sending of the recall, unless an extension is granted in writing by the Board, the teacher shall be considered as a voluntary quit and shall terminate his individual employment contract and any other employment relationship with the Board.

- E. Any layoff pursuant to this agreement shall automatically terminate the individual's employment contract and all benefits provided therein, including all benefits under this Master Agreement. Employment rights shall be reinstated in full upon re-employment in accordance with paragraph "D" above.
- F. The Board shall give no less than thirty-(30) days' notice to the teacher being laid off.
- G. In accordance with the Michigan Teacher Tenure Act, a teacher shall remain on the recall list for a period of three (3) years.

ARTICLE VIII

LEAVES OF ABSENCE

A teacher, who takes leave under this Article (VIII), shall return to the step to which he is entitled, retain all sick leave earned, and shall be assigned to his former position or to a position of like nature, unless another placement is required by law (i.e., military service).

Section I - Illness and Disability

- A. Sick leave credits shall be earned during each year in the following manner:

First and second years of service: 1 per month to a maximum of 10

Each succeeding year of service: 1.5 per month to a maximum of 15

The unused days from prior years shall be carried forward in each case. The maximum credit bank for each teacher shall be equal to one teacher calendar year. Accrued sick leave credits revert to the Board upon termination of employment. Any deductions for unearned sick leave will be at the per diem base salary rate.

Teachers may take sick time in half-day increments.

- B. Leaves of absence with full pay and charged to the teacher's sick leave account shall be granted in the case of illness in the teacher's family requiring such teacher's presence. The total of such leave shall not exceed ten (10) school days per year. The immediate family is defined as father, mother, spouse, children, brother, sister, father-in-law, mother-in-law, grandchildren, grandparents, step-parents, step-children, step-grandchildren, step-brother, step-sister.

The Superintendent or his designee may approve exceptions upon request of the teacher.

- C. Leaves of absence with full pay and charged to the teacher's sick leave account shall be granted in the case of necessary medical or dental appointments not obtainable during non-duty hours.
- D. Teachers are entitled to Workers' Compensation Benefits for any injury or emotional trauma sustained in the course of performing teaching duties, including, but not limited to duties performed under Schedule B activities. The District shall make up the difference in wages received under Workers' Compensation and the teacher's normal per diem by coordinating use of the teacher's sick days in order for the teacher to receive full pay. Payments received from Workers' Compensation while the district is making full payment are to be turned over to the District.
- E. For teachers injured by students or assaulted as defined in Article XVI, F while performing teaching duties and acting within teaching rights, the District, with administrative approval, will provide up to five (5) personal injury days, not to be charged against any of the teachers paid leave days. If the teacher is out fourteen (14) consecutive days, Workers' Compensation wages received related to the first five (5) consecutive days off shall be turned over to the District.

Should it be determined that the teacher did not act within his rights when the injury was sustained, accumulated sick leave may be used. However, the teacher may be subject to disciplinary action by the Board.

If a teacher is no longer able to work due to an injury or emotional trauma sustained as a direct result of an assault within his teaching rights, the CEA will assist the teacher in obtaining retirement disability compensation benefits with the retirement disability.

If requested by the District, the teacher must provide appropriate documentation.

The District shall assist in providing a teacher with information in legal proceedings as a result of student or parent threats to the extent the law requires.

- F. Appropriate documentation for every injury will be filed in a timely manner. The Employee Injury Form is available in the buildings and on the District Web Site.
- G. The District reserves the right to require a doctor's written statement as evidence of illness or injury after each incident of three (3) consecutive days of absence.
- H. Illness on days when school is not in session shall not be deducted from sick leave accounts nor there any loss of pay.
- I. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for duration of such illness or disability up to one year, and the leave may be renewed each year upon written request by the teacher and approved by the Board.
- J. Teachers shall notify the District on the first practicable date of anticipated extended illness or disability. Notification shall be accompanied by a statement from the attending physician, certifying the diagnosis and the anticipated period of illness or disability.

The teacher shall be required to furnish medical certification of his continued ability to perform his duties prior to returning to work.
- K. To receive sick leave payments, the teacher must perform all assigned duties until physically disabled and return to service as soon as physically able.
- L. Teachers shall provide, in writing, general lesson plans and other materials required by the principal for the duration of short-term absences due to illness or disability in order to maintain curricula continuity through substitutes.
- M. Teachers may be required to submit to physical or mental examination by an appropriate health care professional selected and paid for by the District, when the District has reasonable suspicion that the teacher may be unable to fulfill his essential job functions or may be a danger to himself or others.

Section 2

Leaves of absence with pay and not chargeable against the teacher's sick or personal leave account shall be granted for the following:

A. Funeral Leave

- 1) Each teacher shall be entitled to leave with pay and without charge to his sick or personal day leave in the event of a death in the immediate family of the teacher for a period not exceeding five (5) consecutive school days. Such leave shall be for attending the funeral or to attend to the estate. The immediate family is defined as father, mother, spouse, children, brother, sister, father-in-law, mother-in-law, grandchildren, grandparents, step-parents, step-children, step-grandchildren, step-brother, step-sister.
- 2) For other relatives or person of close relationship, each teacher is entitled to one day absence without charge to his personal day leave account.

B. Religious Observance – Religious observance, if the tradition of the teacher's religion requires abstention from work, up to five days.

C. Jury and Court Leave

Each teacher shall be excused from his assigned duties for jury duty or attendance at any public hearing pursuant to subpoena. Payments received from jury duty or paid as a witness shall be turned over to the District in order for the teacher to receive full pay. Subpoenas for personal issues, outside of civic duty, will be counted as personal time.

D. Selective Service Physical Examination

Teachers reporting for a selective service physical examination shall be excused without loss of pay or sick leave or business leave for such purpose.

Section 3 – Unpaid Leaves of Absence

Leaves of absence without pay are available as provided below:

A. Military Service Time

Leaves and rights shall be in accordance with existing state and federal statutes.

B. General Leave of Absence – A general leave of absence, granted at the discretion of the Board, will be considered non-precedent setting.

- 1) A general leave of absence for one (1) year may be granted to a teacher who has served the District for a period of seven (7) years, provided it is not contrary to the best interests of the school district. The Board, in its discretion, may waive the seven (7) years of service requirement.
- 2) Leaves for the purpose of obtaining other employment will not be granted.

- 3) A leave of absence of up to one (1) year shall be granted to any tenured teacher for the purpose of serving as an officer of the MEA or the NEA.
- 4) A leave of absence not to exceed two (2) years may be granted to any tenured teacher for the purpose of campaigning for, or serving in, a public office. The teacher may request an additional leave of absence not exceeding two (2) years, which may be granted at the discretion of the Board.
- 5) A leave of absence of up to two (2) years may be granted to any tenured teacher for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teachers' Corps, or Job Corps as a fulltime participant in such program; or a cultural travel or work program related to his professional responsibilities; provided said teacher states his intention to return to the school system. A teacher returning from such a leave of absence shall be placed on the same step on the salary schedule to which he was entitled at the time of the leave. All sick leave shall remain as it was prior to taking the leave.
- 6) Parental Care Leave

Upon request, a teacher shall be granted an unpaid leave of absence for the purpose of parental care of the teacher's newly-born child or newly-adopted child, the duration of which shall be for the remainder of the semester in which the child is born or adopted and up to the two (2) full consecutive semesters following commencement of the leave. A teacher returning from such a leave of absence shall be placed at the same step on the salary schedule to which he was entitled at the time of the leave. All sick leave shall remain as it was prior to taking the leave. Such leave shall run concurrently with FMLA leave, if applicable. FMLA leaves are limited to one per year. A year is defined as 365 calendar days from the first day of the last FMLA leave.

- 7) Teachers shall provide written notice to the Superintendent of their intent to return from leave no later than February 1 preceding their return in the fall semester or November 15 preceding their return in the winter semester, or as stipulated in the granting of the leave. Reminder of said requirement shall be mailed to each employee on leave at the last address on file with the Board not less than fifteen (15) days prior to the notice deadline. Failure to provide the Board with timely notice shall be deemed a quit by the teacher and terminate all contractual requirements. In addition to the provisions below, the Board may, at its sole discretion, renew unpaid leaves of absence.

C. Family and Medical Leave Act (FMLA)

The purpose of the Family and Medical Leave Act (FMLA) is to provide up to twelve (12) weeks of job protection and possible medical coverage for individuals unable to work due to a serious personal health issue, a health issue impacting an immediate family member, birth of a child or adoption of a child.

FMLA leaves are unpaid.

FMLA leaves run concurrent with leave language outlined in Article VIII of this Agreement.

FMLA leaves are limited to one per year (defined as 365 calendar days). The first day of the FMLA leave initiates the one year period.

FMLA leaves differ by personal circumstance. Questions should be directed to the Human Resources Department.

- D. Unpaid day(s) may be taken with the Superintendent's prior approval.

Section 4 – Sick Leave Bank

- A. At the beginning of each school year, an open enrollment period, commencing on the first student day and concluding on September 30, shall be made available for teachers to enroll in the sick leave bank. New teachers, hired after the open enrollment period, shall have twenty (20) days to enroll in the sick leave bank. Each teacher enrolling in the sick leave bank will contribute one (1) day of his sick leave to the sick leave bank.
- B. Teachers opting to not enroll in the sick leave bank during the open enrollment period, or within twenty (20) days of their hiring, shall be denied membership to the sick leave bank for the duration of that school year.
- C. Teachers opting to terminate their membership in the sick leave bank may do so only during the open enrollment period. Days contributed by the member withdrawing shall remain in the bank.
- D. Teachers, who have not repaid the days borrowed from the sick leave bank and are requesting to terminate their membership in the bank, shall be obligated to repay those days at the rate of five (5) days per year until all days borrowed are repaid. In the event of the death of a teacher, the estate will not be required to repay the sick days.
- E. Teachers, who elect to become members of the sick leave bank, borrow days from the bank and terminate their employment with the Chelsea School District before all days borrowed from the bank are repaid, shall have their per diem pay withheld from their remaining payroll entitlement for all days not repaid. The sick leave bank shall be credited with the repaid days.
- F. When the sick leave bank is depleted to fifty (50) days, members will contribute one (1) day of their sick leave. Necessary additions will be made at the beginning of each school year and are to be made after all repayments have occurred. The sick leave bank shall have a cap of two-hundred-fifty (250) days.
- G. The sick leave bank will be controlled by a committee composed of five (5) CEA members elected by the CEA membership. The sick leave bank will be administered by the committee in accordance with the following procedures and guidelines:
 - 1) Any teacher enrolled in the sick leave bank may apply for a loan from the sick leave bank for disability caused by personal illness or accident.

- 2) A teacher must first exhaust all his sick days before utilizing days from the sick leave bank.
- 3) All requests for use of sick leave bank days must be in writing. The committee shall maintain a copy of the request, as well as a record of the committee's action on the request.
- 4) The teacher must give the committee adequate notice of the request to allow the committee time to meet prior to the needed days of leave.
- 5) A maximum of ten (10) days per request may be granted by the committee.
- 6) If a second request for days from the sick leave bank is made by the teacher, it must be accompanied by a doctor's statement explaining the need for the leave time.
- 7) A teacher may borrow up to a maximum of twenty (20) days in one contract year (July 1 – June 30).
- 8) A teacher, who has been granted and used sick days from the sick leave bank during a contract year, is not eligible for further allotments from the sick leave bank in succeeding contract years until all sick days have been paid.
- 9) A teacher borrowing sick leave days from the bank will be required to repay those days with a minimum of three (3) days for the first two (2) years and, thereafter five (5) days per year until all days borrowed from the bank are repaid. Payback will be made at the onset of the contract school year.

Decisions and actions of the committee shall be final and not subject to the grievance procedure.

ARTICLE IX

PERSONAL, PROFESSIONAL, AND PRESENTATION DAYS

A. Personal Days

- 1) A maximum of two and one-half (2 ½) personal days per year, cumulative to four (4) days, will be allowed each school year. Not more than two (2) consecutive personal days may be used at one time, without prior administrative approval. Personal days not used may be rolled over to sick time. Teachers shall notify the District by June 1 as to whether personal days will be accrued or rolled over to sick time.
- 2) These days are not to be deducted from sick leave.
- 3) The two and one-half (2 ½) personal days may be taken in one semester; however, only one and one-quarter (1 ¼) days are earned per semester, and a teacher leaving before the end of the semester would have the unearned portion used deducted from his final check.
- 4) Personal days will not be granted on the day before or following a school holiday, vacation, or other school break period, except for an unexpected emergency. Teachers will not be granted personal days on scheduled dates for open houses or parent/teacher conferences, except for an unexpected emergency and with the approval of the Superintendent.
- 5) A teacher planning to use a personal day or days shall notify his principal at least forty-eight (48) hours in advance. In cases of emergency, the time requirement may be waived by the principal.
- 6) No reason need be given for personal day requests.

B. Professional Days

- 1) Teachers shall be required to attend such professional development or District activities, but only during the regular teacher calendar and workday.
- 2) The District may provide additional teacher professional development or other District activities by reducing student instructional time.
- 3) At the beginning of every school year, not less than \$8,000.00 will be made available to CEA members for:
 - a) Visitation to view other instruction techniques or programs;
 - b) Conferences, coaches' clinics, workshops or seminars conducted by high schools, colleges, universities, and state and national professional organizations and/or affiliated departments.

With prior administrative approval, expenses associated with teachers' attendance at professional improvement meetings shall be reimbursed by the District. A teacher, driving his personal vehicle to professional improvement meetings, shall have his mileage reimbursed at the IRS rate. Any amendments to the current form will include rationale for denial.

C. Presentation Days

A teacher, unwilling to take a personal day to present to an outside school group with the goal of professional development, shall be able to present as long as the following criteria are met:

- 1) The outside group reimburses the school district for substitute costs incurred.
- 2) The teacher has the building administrator's approval at least ten days in advance (appropriate paperwork to be filed).
- 3) Monies paid to the District for providing the professional development are placed into that teacher's classroom account. Anything in excess of \$250 goes to the District's general fund.
- 4) Limited to two days per year per teacher, unless approved by the Assistant Superintendent or the Executive Director of Instruction and Community Services.

ARTICLE X

PROFESSIONAL GROWTH PLANS

- A. The purpose of Professional Growth Plans is to generate a plan that will help the tenured teacher identify specific areas for professional growth and improvement, not to measure a teacher's performance.
- 1) Tenured teachers will submit to the administrator Professional Growth Plans by September 20 of each school year. (Appendix D-2)
 - 2) Tenured and Non Tenured teachers on an IDP will utilize the IDP forms. (Appendices D-3 and D-4)
 - 3) The evaluator may hold a conference with the teacher by October 31 to discuss the Professional Growth plans.
 - 4) The evaluator will hold a Professional Growth Plan review with the teacher by April 30.
 - 5) As a part of the Professional Growth Plan, the teacher will not be required to:
 - a) Report grades or evaluations.
 - b) Make a presentation.
 - c) Construct or present a written report.
 - 6) Administrative and Board support may include among other strategies:
 - a) Release time for teachers requesting professional growth opportunities.
 - b) Money to cover the cost of professional growth experiences.
 - c) Options for appropriate experiences for growth purposes as provided for in Article IX, Section B, Professional Days.
 - 7) Professional goals will be placed in the teacher's personnel file. At the end of the goal review, the principal will return a copy of the plan to the teacher.

ARTICLE XI

TENURED TEACHER EVALUATION PROCEDURE

- A. The purpose of teacher evaluation is to document performance, improve the quality of instruction, and to assist teachers to meet their potential.
- 1) Tenured teachers will be evaluated at least once every three (3) years. Evaluations will be completed by May 1.
 - 2) Each year, those tenured teachers who are scheduled to receive an evaluation will be notified within ten (10) days of the start of school.
 - 3) Tenured teachers not scheduled at the beginning of the year may be evaluated with at least five days' notice by the administrator.
 - 4) Tenured teachers shall be evaluated on their performance during on-duty hours. The evaluation process, classroom observations, and summative evaluations utilize the Teacher Performance Criteria Form in Appendix D-1.
- B. Tenured teachers shall be evaluated by building administrators utilizing the evaluation instrument in Appendix D-1. Deviation from this assignment, to other administrators, shall be done with full knowledge of the teacher and with CEA President approval. Consortium administrators shall be empowered to evaluate consortium teachers employed by the District, using the teacher performance criteria of this Master Agreement.
- 1) The evaluator is expected to describe and analyze what is happening in the teaching situation; provide an unbiased rating of a teacher's performance; conduct conferences with teachers regarding instructional performance; diagnose the cause(s) of an unacceptable teaching performance; provide assistance appropriate to unacceptable teacher performance; and provide information about current resources and research in education.
 - 2) An evaluator will be familiar with the teacher's classroom and students; have knowledge of the technical aspects of teaching, derived from classroom experience, in-service, and course work, which would build skills in the evaluation of instructional methods.
- C. Any evaluation shall be based upon actual observation or data compiled by the evaluator and not based on hearsay or a compilation of complaints.
- 1) Evaluations shall include at least two classroom observations.
 - 2) All evaluations will be done with the full knowledge of the individual evaluated.
 - 3) Pre-observation conferences may be requested by an administrator or a teacher.
 - 4) At least one classroom observation must be prearranged. The first classroom observation to be included in the evaluation will be at least 30 consecutive minutes. Subsequent classroom observations to be included in the evaluation will be at least 15 consecutive minutes. Teacher Performance Criteria Form

(Appendix D-1) will be used for these classroom observations with the "classroom observation" box checked.

- 5) Administrators conducting evaluations shall inform the teachers of concerns as soon as possible after each observation to provide timely feedback and the opportunity for improvement. Informal feedback may be provided after any observation.
- 6) A formal post-observation conference will occur within ten (10) school days after the last classroom observation, at which time a summative evaluation will be completed and shared at this conference. The written evaluation will be signed in duplicate by such administrator and such teacher, one copy to be retained by the teacher and one copy to be placed in the teacher's personnel file.

D. Tenured teachers may respond to evaluations:

- 1) Tenured teachers have the right to submit written comments within ten (10) days following the evaluation conference. This response will be placed in the teacher's personnel file and attached to the Board's evaluation copy.
- 2) Tenured teachers have the right to request, within five (5) days following the evaluation conference, an additional evaluation to be completed by another administrator in the District. This evaluation should be completed within twenty (20) days and by the end of the school year.
- 3) Tenured teachers may ask for a CEA member to be present during the additional classroom observation and the post-observation conference.

E. In the case of an unacceptable evaluation:

- 1) The evaluator will directly supervise performance improvement.
- 2) A partnership will exist between the evaluator and the building principal in cases where the building principal is not the evaluator.
- 3) An individual improvement plan will be developed between the teacher and evaluator at a conference within fifteen (15) days of the evaluation. (See Appendix D-3) This conference will include:
 - a) Criteria for acceptable performance
 - b) Viable resources to be used for improvement
 - c) Clear goals
 - d) Clear strategy for improvement
 - e) Designated timeline for improvement
- 4) The teacher will be granted an additional evaluation upon request.

- F. Teachers may request to be evaluated by students. Upon request of the teacher, arrangements shall be made to administer the student evaluation process. The process shall be one that provides for confidentiality of results only to the teacher.

ARTICLE XII

NON-TENURED TEACHER EVALUATION PROCEDURE

- A. The purpose of teacher evaluation is to document performance, improve the quality of instruction, and to assist teachers to meet their potential.
- B. Teachers who have never received tenure in another Michigan public school district must serve a Probationary period of four (4) years. Teachers who have previously been granted tenure from another Michigan public school must serve a probationary period of two (2) years.
- C. Non-tenured teachers will utilize a Non-tenured Individual Development Plan (Appendix D-4). The purpose of this plan is to document the professional growth of the non-tenured teacher.
- D. Non-tenured teachers will be evaluated at least two (2) times during the school year: once approximately two (2) months following commencement of service and once by April 1. Evaluations must be at least sixty (60) calendar days apart.
- E. Each evaluation consists of two (2) observations followed by a formal evaluation. Non-tenured teachers shall be evaluated on their performance during on-duty hours. The evaluation process, classroom observations, and summative evaluations utilize the evaluation form in Appendix D-1.
- F. Non-tenured teachers shall be evaluated by building administrators utilizing the evaluation instrument in Appendix D-1. Deviation from this assignment, to other administrators, shall be done with the full knowledge of the teacher and with CEA President approval. Consortium administrators shall be empowered to evaluate consortium teachers employed by the District, using the teacher performance criteria of this Master Agreement.
 - 1) The evaluator is expected to describe and analyze what is happening in the teaching situation; provide an unbiased rating of a teacher's performance; conduct conferences with teachers regarding instructional performance; diagnose the cause(s) of an unacceptable teaching performance; provide assistance appropriate to unacceptable teacher performance; and provide information about current resources and research in education.
 - 2) An evaluator will be familiar with the teacher's classroom and students; have knowledge of the technical aspects of teaching, derived from classroom experience, in-service, and course work, which would build skills in the evaluation of instructional methods.
- G. Any evaluation shall be based upon actual observation or data compiled by the evaluator and not based on hearsay or a compilation of complaints.
 - 1) All evaluations will be done with the full knowledge of the individual evaluated.
 - 2) Pre-observation conferences may be requested by an administrator or a teacher.

- 3) At least one classroom observation must be prearranged. The first classroom observation to be included in the evaluation will be at least 30 consecutive minutes. Subsequent classroom observations to be included in the evaluation will be at least 15 consecutive minutes. Teacher Performance Criteria form will be used for these classroom observations with the "classroom observation" box checked.
 - 4) Administrators conducting evaluations shall inform the teachers of concerns as soon as possible after each observation to provide timely feedback and the opportunity for improvement. Informal feedback may be provided after any observation.
 - 5) A formal post-observation conference will occur within ten (10) school days after the last classroom observation, at which time a summative evaluation will be completed and shared at this conference. The written evaluation will be signed in duplicate by such administrator and such teacher, one copy to be retained by the teacher and one copy to be placed in the teacher's personnel file.
- H. Non-tenured teachers may respond to evaluations:
- 1) Non-tenured teachers have the right to submit written comments within ten (10) days following the evaluation conference. This response will be placed in the teacher's personnel file and attached to the Board's evaluation copy.
 - 2) Non-tenured teachers have the right to request, within five (5) days following the evaluation conference, an additional evaluation to be completed by another administrator in the District. This evaluation should be completed within twenty (20) days and by the end of the school year.
 - 3) Non-tenured teachers may ask for a CEA member to be present during the additional classroom observation and the post-observation conference.
- I. Non-tenured teachers may request to be evaluated by students. Upon request of the teacher, arrangements shall be made to administer the student evaluation process. The process shall be one that provides for confidentiality of results only to the teacher.
- J. The Administration will provide each non-tenured teacher a CEA member, unless one is unavailable, to serve as a mentor for the first (3) years of the initial probation period. The Administration may provide additional mentorship at its discretion.
- K. CEA Grievance Chair and CEA President may not serve as mentors.
- L. Mentorship logs, discussions, notes and other communications between mentor and mentee are not part of the evaluation process.
- M. Additional information regarding this article can be found in the Michigan Teacher Tenure Act.

ARTICLE XIII

NON-TENURED TEACHER IMPROVEMENT PROCEDURES

In recognition of the substantial investment in obtaining Michigan Provisional Teacher's Certification and to improve the quality of professional service of non-tenured teachers in Chelsea, the parties agree to the following:

- A. In the case of an unacceptable evaluation:
- 1) The evaluator will directly supervise performance improvement.
 - 2) At the request of the teacher or the immediate evaluator, an additional evaluation will be conducted by the same administrator or another administrator in the Chelsea School District. The procedures of Article XII will be used.
 - 3) An individual improvement plan will be developed between the teacher and evaluator at a conference within fifteen (15) days of the evaluation. (See Appendix D-4). This conference will include:
 - a) Criteria for acceptable performance
 - b) Viable resources to be used for improvement
 - c) Clear goals
 - d) Clear strategy for improvement
 - e) Designated timeline for improvement
 - 4) Non-tenured teachers may request a CEA member to be present at any meetings with the evaluator.
- B. Notice of non-renewal:
- 1) Notice of a) intent to not re-employ; b) non-renewal of; or c) discipline, suspension, or discharge of a non-tenured teacher, shall be in writing and include the reason(s) for the action.
 - 2) Upon receipt of notice of non-renewal by a non-tenured teacher, that teacher shall, upon request, be granted a hearing before the Board.
 - 3) Within five (5) days of receipt of such request, the Board shall notify the CEA President and the affected teacher of the date, time, and place of such hearing, which shall be no later than fifteen (15) days subsequent to the date of receipt of such request. The hearing may be either in open or closed session, as the affected teacher shall request.
 - 4) At the hearing, the affected teacher may, if he chooses, be represented by counsel of his choice or a CEA member.

- 5) The teacher shall be entitled to offer sworn testimony of witnesses on his behalf, to testify in his own behalf, to introduce relevant exhibits and to have present at his expense, a public stenographer or court reporter to make a transcript of the proceedings. At such hearing, the evidence upon which the recommendation is based will be presented to the Board. The teacher shall then have the burden of establishing that the recommendation to terminate is arbitrary or capricious. After the hearing is concluded, the Board shall review the evidence presented and shall issue its decision thereon within fifteen (15) days. The decision of the Board is final and binding in regards to discipline, suspension, termination, and non-renewal.
- C. This procedure shall be the exclusive procedure for non-tenured teachers' rights under this collective bargaining agreement. For issues involving evaluation, discipline, suspension, termination, or non-renewal, there is no additional access to this Agreement's grievance procedure.

ARTICLE XIV

DISTRICT CURRICULUM COUNCIL

The CEA recognizes the duty of the Board to establish and maintain a sound program of education for the Chelsea School District. The professional training and expertise of teachers should allow them to contribute to the improvement of such educational programs. Therefore, the District Curriculum Council shall be as follows: Positions shall be posted, and interested CEA members may apply in writing for the positions when posted.

- A. District Curriculum Council: Eight Members
- 1) \$500 stipend per teacher
 - 2) Monthly meetings
 - 3) One teacher representing each building preferred
 - 4) Executive Director of Instruction and Community Service
 - 5) Board of Education member
- B. Content Area Specialists: One from each building preferred
- 1) \$1,000 stipend each
 - 2) Approximately 18-month process
 - 3) Summer and after school work shall be required
 - 4) \$2,500 budget for study and implementation stages
- C. Process
- 1) Content area specialists gather input from staff and outside sources and give monthly report to District Curriculum Council
 - 2) District Curriculum Council must approve all curricula
 - 3) District School Improvement Team will be updated regularly by District Curriculum Council
 - 4) Board of Education must approve all curricula
- D. Timelines
- 1) November through June: Gather materials and input
 - 2) June through October: Define, organize, and write curriculum
 - 3) October through April: In-service staff as needed and implementation
 - 4) April through August: In-service staff as needed and implementation
- Timeline may vary according to area of study.
 - Should names of courses be altered through the Curriculum Development process, the Superintendent will consult with the CEA President or Vice-President to avoid contract conflicts with No Child Left Behind and /or the Michigan Department of Education regulations.
 - Board of Education needs to approve at first meeting in May for implementation in the fall.
 - The number of content area specialists may be altered in certain curricular areas.

ARTICLE XV

STUDENT TEACHING ASSIGNMENTS

- A. Placement of pre-student and student teachers must have prior administrative approval.
- B. Supervisory teachers of student teachers must be tenured teachers. Those eligible to be supervisory teachers shall have the right to decide whether they will accept a student teacher. In no event shall the Administration assign a student teacher to a supervisory teacher prior to his consent.
- C. Teachers with two (2) or more years of experience are eligible to accept pre-student teachers. In no event shall the Administration assign a pre-student teacher to a teacher prior to his consent.
- D. Supervisory teachers shall work directly with the university program coordinator and assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.
- E. All compensation received by the Board for the student teacher program shall be paid directly to the supervisory teacher.

ARTICLE XVI

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board will give reasonable support and assistance to teachers to maintain control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs and such help is available, reasonable steps shall be taken to provide the special attention. In the event of a disagreement, the teacher may appeal the decision to the Superintendent.
- B. It is recognized that discipline problems are less likely to occur in classes 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 necessary to protect himself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil for 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, but not later than the following morning, full particulars of the incident in writing. The procedure to be followed in excluding a pupil from class shall be established by the administrator and distributed to each teacher at the beginning of his employment.
- D. Procedure for suspension of students from school shall be made known by publication of student codes of conduct or student discipline codes at the high school and middle school. These publications shall be distributed to all students and teachers each year. Teachers shall review the contents of such codes with their students at the direction of their principal. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- E. Care of property and safety of pupils – Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be individually liable to pupils and/or parents for injury in the case of gross negligence.
- F. Assault – Any case of assault upon a teacher, which had its inception in a school-centered problem, shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s), the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). This decision shall be communicated to the teacher concerned. If the assault is by an adult who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.
- G. The District shall assist in providing a teacher with information in legal proceedings as a result of student or parent threats to the extent the law requires.
- H. Upon any complaint directed toward a teacher, the administrator will investigate the allegation. If, after discussing the matter with the teacher and CEA member, if requested, an administrative decision is made to place written documentation in the teacher's file, a copy of the written documentation will be given to the teacher. The teacher shall have

the right to file within five (5) days a written response that will also be placed in the teacher's personnel file attached to the administrator's entry.

At the request of the person making the complaint, the teacher or the administrator involved, and by mutual consent, a conference involving those people may be held prior to a decision being made whether to add the item to the teacher's personnel file.

ARTICLE XVII

PROFESSIONAL COMPENSATION

Section 1 – Regular Compensation

- A. The salaries for teachers covered by this agreement are identified in Schedule B.
- B. New teachers hired into the Chelsea School District may be given credit for previous teaching experience in other private, parochial, and/or public schools, up to the number of increments on the salary schedule. No teacher shall be placed on a higher step than his actual years of experience.
- C. All compensation for teachers in regular, co-curricular, extra-curricular, or extra-duty assignment must be in accordance with the terms of this agreement.
- D. All teachers may be required to substitute in other teaching assignments, during the non-teaching portions of their regular assignment, when there is emergency coverage needed or when regular or volunteer coverage is not available. A teacher will not be assigned to substitute in a non-emergency situation unless the administration has attempted to secure three teacher volunteer substitutes.

When teachers voluntarily, or by assignment, serve as a substitute, they shall be paid as follows:

- 1) Elementary teachers - \$6.25/quarter hour or fraction thereof;
 - 2) Middle/High School teachers - \$6.25/quarter hour or fraction thereof or \$25 per full class period, whichever is more.
- E. If a teacher accepts an additional teaching class assignment in lieu of a planning period, he shall receive additional compensation in the amount calculated by dividing the teacher's base salary by the number of periods in the school day at the teacher's respective school building.
 - F. Teachers required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed at the IRS rate. The same reimbursement shall be given for use of personal cars for field trips or other business of the District. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.

Section 2 – Extra-Duty Compensation

All work under Article XVII, Section 2 A, B, and C extra-duty compensation is voluntary and can be terminated by either party at any time. If work is terminated, payment for services rendered will be paid. Extra-duty compensation will be paid when work is completed, certified, and processed by the Business Office. (See Appendix E)

In order to receive extra-duty compensation under this Article, the teacher, supervising administrator, and Superintendent or designee must sign a completed form. Work is not to be

performed prior to a signed agreement. If work is performed prior to approval by all parties, it may not be compensated.

Teachers may work in programs operated through the Community Education office, and such work is not a part of this agreement as outlined in Article I (A).

A. Professional Development (PD)

- 1) The Board and CEA (CEA) believe there is a mutual benefit for CEA members to increase their knowledge and skill. The Board may offer unpaid and paid professional development opportunities. When the Board offers "paid" opportunities outside of regular contract hours, the rate of pay shall be \$12.00 per hour. Paid or unpaid professional development outside of the teacher's regular contract hours shall not be required. (See Appendix E)
- 2) The District may require newly-hired teachers to attend "orientation" days for the purpose of helping them to be prepared for their work. If such days are provided, teachers shall be paid at the professional development (PD) rate of pay for attending such activities. The District is not required to provide such orientation days. (See Appendix E)

B. Professional Extra Duty (PED)
(School Improvement/Curriculum/Accreditation)

- 1) The Board may offer PED work to CEA members. Such assignments, to be valid and paid, must be documented on the Extra-Duty Compensation Agreement Form (See Appendix E) and approved by the teacher, supervising administrator, and Superintendent or designee. (See Appendix E)
- 2) A teacher's PED work is considered "extra-duty" and "at will." The Board is obligated only to pay the wages agreed to on the Professional Extra-Duty form and only for the hours actually worked. If a teacher fails to provide the service outlined in the PED agreement, or if the PED work is cancelled by the District, the teacher shall be compensated only for services rendered. (See Appendix E)
- 3) PED work shall be compensated at \$25.00 per contracted hour.

C. Extended-Year Pay (EYP)

Teachers employed to provide their regular duties beyond the regular contract year shall be compensated at their daily rate. Daily rates shall be computed in the fiscal year (July 1 - June 30) services are rendered. (See Appendix E)

D. Non-tenured Teacher Tuition Reimbursement

Non-tenured teachers, who successfully complete (grade of "C" or better) District-approved college/university coursework, shall receive tuition reimbursement, up to the IRS limitation, in the following manner:

- 1) Teachers shall submit verification of completed coursework to the District office by May 1.

- 2) The tuition fund of \$20,000 each year shall be divided by the number of credit hours submitted.
- 3) The reimbursement shall be limited to no more than the actual cost of tuition (excluding materials, fees, books, etc.)
- 4) Teachers shall receive reimbursement based on the number of credit hours completed.
- 5) Coursework, not completed by May 1, may be submitted the following year, if the teacher remains an employee of the District on May 1 of the following year.

Formula example: $\$20,000/80$ credit hours = \$250 per credit hour

E. Other Compensation not on Schedule B

- 1) Teachers, who provide a written resignation to the District before February 1, and at least 120 calendar days prior to the effective date of the resignation, shall receive a \$500 stipend to be paid on June 23.
- 2) Certified teachers, who become National Board certified through the National Board for Professional Teaching Standards (NBPTS), shall have \$1,000 added to base pay each year they hold certification.
- 3) Teachers, who possess a second Master's degree, approved by the District, shall have \$1,000 added to base pay each year of employment.
- 4) Mentor Teacher – Mentor teachers assigned by the District in providing training and support for non-tenured teachers, shall be paid \$650 per year. The District shall provide a job description for the mentor teachers. Mentor teachers must be tenured teachers, and acceptance of the mentorship is optional. Mentors shall be provided to teachers in their first three years of probation. The District is not required to provide mentors, unless required by law.
- 5) North Central Accreditation pay shall be \$500 per building chair and \$500 each for goal chairs for each building.
- 6) Teachers who have completed 25 years of Chelsea School District service shall annually receive \$400 which shall be placed in an annuity program approved by the District and selected by the teacher. Such payment shall be made in June.
- 7) Teachers presenting at the evening parent preview meeting prior to the Reproductive Health Unit shall be paid at the Professional Extra Duty rate. Pay shall be limited to one teacher per grade level. The PED rate will be guaranteed for two (2) hours, and every one-quarter (1/4) hour exceeding the two-hour scheduled meeting will be prorated.

Section 3 – Fringe Benefits

- A. All teachers of the District covered under this contract shall have the Blue Cross Blue Shield Flexible Blue Plan 2 for health insurance. All benefits are subject to the terms and conditions of the insurance policies, and any claims shall be made against the insurance carrier. The teacher must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment.
- 1) The teacher must notify the Board in writing of any change in marital status and/or number and age of dependents which would result in an adjustment of premiums paid by the Board for insurance coverage.
 - 2) Any failure to notify the Board shall make the teacher liable for any overpayment of premiums. Any overpayment of premiums for which the Board is obligated to pay shall be deducted from the salary of the teacher. The Board shall provide written verification to the teacher that the insurance carrier has been notified.
 - 3) Where husband and wife are employed by the Board, the Board shall not be obligated to pay premiums which would result in duplication or overlapping coverage. Where applicable, one teacher shall be designated as the insured and the other as the dependent.
- B. The Board agrees to pay, on behalf of each fulltime teacher that is contracted to work the entire school year the full premium costs and full deductible costs of the Flexible Blue Plan 2 – 1 individual, couple, or full-family health coverage with the following described coverage and riders:
- 1) Medical/Surgical Riders: BMT, CI, CNP, DC, ECIP, FBD 1250/2500P, FBOCSM24, FBPC500M, FBRM100, GLE-1, PDC, SOCT, TBHD.
 - 2) Prescription/Drug Riders: PCD-2, PD-CM.
- C. In the event the teacher elects not to take the health coverage, he may apply the single premium coverage amount of the Flexible Blue Plan 2 toward cash-in-lieu of insurance, and/or the purchase of dental insurance and/or other insurance or annuity programs which are approved by both parties.
- D. Annual insurance coverage for all continuing teachers shall commence on September 1 and continue through August.
- First-year teachers' insurance coverage shall commence on the first day of teaching duty, as designated by the District and be coordinated with the annual insurance coverage dates.
- Coverage on behalf of a teacher shall cease when he commences an unpaid leave of absence, is on layoff, or terminates employment with the District before the end of the school year, except as otherwise required for an eligible teacher under FMLA.
- E. Except as specified above, the Flexible Blue Plan 2 does not include sponsored dependent or family continuation riders or other endorsements or riders.

- F. Teachers employed in a part-time assignment shall be entitled to pro-rated employer-paid insurance premium contributions. Board paid deductible percentages will be calculated based upon the benefit FTE of the teacher, rounded up to the nearest available deductible group. Board paid deductible percentages will be determined annually.
- G. The Board pays the premium for the Delta Dental Package or equal 70/70/70, Class I/II/III Benefits (\$1,200 maximum benefit) and orthodontia rider Class IV (maximum \$1,200) benefit.
- H. The Board provides the premium for a vision care plan the benefits of which shall not be less than those of the MESSA VSP-2 plan.
- I. The Board pays the premium for \$25,000 of term life insurance, including accidental death and dismemberment.
- J. The Board agrees to assume the required contribution to the State of Michigan Employee Retirement System, excluding MIP payments.
- K. Health plan specifications shall not include coverage for services which the employer is prohibited from funding under the State School Aid Act.

Section 4 – Pay Periods

Teachers shall elect to receive their annual salary in 20 or 24 equal payments.

ARTICLE XVIII

CO-AND EXTRA-CURRICULAR ASSIGNMENTS

Section 1

- A. The Board and the CEA recognize that co-curricular and extra-curricular student activities are not legally required public school programs but can positively contribute to a student's educational experience. The Board holds the final responsibility for approving co-curricular and extra-curricular programming.

Nothing contained in this agreement shall be construed to require the Board to continue or fund any extra-curricular program or prohibit the Board from discontinuing any extra-curricular program at any time.

- B. Teachers shall notify the administration in writing by May 1 if they do not plan to hold the extra-curricular assignment the following year. No teacher shall be assigned extra-curricular duties without his consent, except as outlined in Article VI I.
- C. Extra-curricular assignments shall be issued by June 1 for the following year. A teacher in such an assignment, not notified in writing otherwise, shall continue in the assignment for the following year, provided the activities are continued and funded, except as outlined in Article VI I.
- D. No teacher shall be required to drive a school bus as part of his regular or extra-duty assignment.
- E. Beginning July 1, 2007, as positions are filled, experience credit for the purpose of salary placement will be given for each year of experience in the position as listed in the posting. If a position is linked or unlinked, the experience credit will be continued.
- F. The Board shall create job descriptions, which shall be available to candidates prior to acceptance of B2/B3/B4 positions. Compensation for positions shall be negotiated between the Board and the CEA, as outlined in this agreement. Schedule B2 and B3 compensation is limited to stipends only.
- G. Evaluation: Supervisory administrators shall notify a teacher if his work needs improvement, or is unsatisfactory, for each B2 or B3 assignment. B4 assignments are evaluated on the regular teacher evaluation form. (See Appendix D-1.) If performance is cited as unsatisfactory, or needs improvement, the supervisor shall recommend improvements to be made.

Evaluations are the responsibility of the Board and may be conducted by the supervising administrator, athletic director, principal, or designated administrator.

Section 2 – Adding/Deleting Positions or Duties

Only the Board may add or delete duties or positions on the B2, B3, or B4 schedules. Compensation for Board added or deleted duties or positions shall be negotiated. The Board is not required to fund or operate any program or position.

Job descriptions establish minimum job expectations. Additional services provided by the teacher are considered voluntary and uncompensated. The Board may cause a substantial change in job description by notifying the CEA of such change and need for negotiations.

When a teacher wishes to request the addition or deletion of a position or substantial change in duties, he shall submit the request to the negotiation chair for the CEA and the Superintendent. The process for considering such requests is as follows:

- A. Submit B2/B3/B4 Request Form (See Appendix F.) to ongoing negotiations team through either "chair."
- B. Chairs set dates for ongoing consideration and review job description or proposed job description adjustment.
- C. Chairs bring salary recommendations to ongoing team.
- D. Superintendent submits ongoing recommendation to Board, and CEA chair submits ongoing recommendation to Executive Council.
- E. If approved by both, position becomes part of the contract.
- F. When setting or adjusting the stipend for a B2, B3, or B4 position, the following will be considered:
 - 1) Duty time beyond regular teaching day
 - 2) Average number of students per advisor/coach/teacher
 - a) Size of budget
 - b) Preparation time
 - c) Equipment/material management
 - d) Qualifications
 - e) Length of season
 - f) Number of events
 - g) Travel requirements
 - h) Supervision of adults

Section 3 – Extra-Duty B2/B3 Appeal and Grievance Rights

- A. Teachers holding B2/B3 positions in their first four (4) years are on probation and are assigned annually. Probationary teachers (years 1 – 4) may appeal supervisory decisions to the Superintendent only.
- B. Non-probationary teachers (5+ years) shall have the grievance rights provided in Article XIX titled "Grievance Procedure" through Level Three. Level Four (for this Article

only): If the CEA is not satisfied with the results of Level Three, a hearing may be requested with the B2/B3 Committee. This request must be submitted to the Superintendent, in writing, within ten (10) days of receipt of the mediator's written summary. The B2/B3 Committee shall consist of one (1) CEA member (appointed by the CEA President), one (1) administrator (appointed by the Superintendent), and one (1) mutually agreed-upon third party. Members of the B2/B3 Committee shall not be directly involved with the grievance. The decision of the B2/B3 Committee is final, and there shall be no additional access to this Agreement's "Grievance Procedure." The B2/B3 Committee shall submit its written determination within ten (10) days of the hearing.

- C. A teacher may be a non-tenured or tenured teacher in his/her regular assignment, while probationary teacher (years 1 – 4) in their extra-duty B2/B3 assignment(s).
- D. Teachers in B4 positions shall have the grievance rights granted to them in Article XIX.
- F. A teacher shall have no recourse to the procedures under the Tenure Act for any discharge or demotion in extra-curricular activities.
- G. Non-CEA members are not afforded rights under the "Grievance Procedure."

Section 4

- A. Stipends paid on the B2 (Extra-curricular) and B3 (Athletics) schedules shall be based on the B1/BA salary schedule. Beginning July 1, 2007, as positions are filled, steps shall be determined on the basis of one (1) step for each year of experience in that particular position in Chelsea. Other experience may be granted at the discretion of the Board. No teacher shall be placed on a higher step than his actual years of experience.

Transfer between equivalent coaching positions, across gender lines, will be considered the same (i.e. Boys' tennis is equivalent to Girls' tennis).

- B. Stipends paid on the B4 schedule shall be based on teaching years of experience, as a director, in the Chelsea School District at the BA/MA/PhD level attained by the teacher. Other experience, as a director may be granted at the discretion of the Board. (See Article XVII, Sec. 1, B.) No teacher shall be placed on a higher step than his actual years of experience.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1

A grievance shall be an alleged violation of the terms of this contract or written Board policy which concerns teachers' wages, hours, and working conditions.

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

- A. The termination of services of, or failure to re-employ, any non-tenured teacher (See Article XIII.)
- B. The failure to re-employ any teacher to a position on the extra-duty B2 or B3 schedule in years 1 – 4. Notice shall be given to any teacher not being re-employed by June 15 of each year for the following year
- C. Any matter involving the contents of written teacher evaluations

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

No grievance shall be adjusted without prior notification to the CEA and opportunity for an CEA representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the CEA.

Section 2

Grievance Procedure -The following procedure is the exclusive means for resolving grievances:

- A. PROCEDURE: A teacher who feels there is basis for grievance shall discuss it with his supervisor or principal in an attempt to reach a satisfactory solution. Following the initial discussion, either party may involve his representatives in additional discussions in order to affect an equitable solution. These discussions will emphasize dispute resolution utilizing an interest-based, problem-solving process.
 - 1) LEVEL ONE: In the event the matter is not resolved, the teacher may, within ten (10) days of the alleged occurrence of the grievance, or within ten (10) days of the date it should have been discovered, file a written grievance with the principal. (See Appendix C-1)

Within five (5) days from receipt of the written grievance, the principal or supervisor shall render a decision, in writing, to the Grievant and the CEA. The CEA may file a grievance on its own behalf or on the behalf of the teacher.
 - 2) LEVEL TWO: If the Grievant and/or the CEA is not satisfied with the disposition at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, the Grievant and/or the CEA may appeal the grievance within five (5) additional days by filing it with the Superintendent.

Within five (5) days from the receipt of the written grievance, the Superintendent or his designee shall meet with the Grievant and a representative of the CEA to attempt to resolve the grievance. These discussions will emphasize dispute resolution utilizing an interest-based, problem-solving process. The Superintendent or his designee shall render his decision within five (5) days after such meeting.

- 3) LEVEL THREE: If the Grievant and/or the CEA is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing with the Superintendent, the Grievant, with the concurrence of the CEA, may request a mediator to hear the grievance. The cost of mediation will be borne equally by the parties. The parties will meet within ten (10) days to select a mediator and agree on dates for mediation. Mediators will be required to submit a written summary of the proceedings of mediation and identify agreements made by the parties involved in mediation. A copy of the mediator's written summary shall be furnished to the Grievant, the CEA, and the Board of Education. Mediation proceedings, records, and recommendations may not be introduced, or referred to by any party, should the grievance proceed to arbitration or in any subsequent grievance or arbitration. If no agreement regarding the mediator or the mediation process can be reached within the ten (10) day period, the grievance will move to Level Four if requested by the Grievant within five (5) days.
- 4) LEVEL FOUR – If the CEA is not satisfied with the results of the grievance at Level 3, it may request an appointment of an arbitrator to hear the grievance. This request must be submitted to the Superintendent, in writing, within ten (10) days of the mediator's written summary. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration CEA in accordance with its rules which shall govern the hearing. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.

In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator, whose decision shall be binding upon both parties, who agree that a judgment thereon may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, or amend, or subtract from the terms of this agreement. He shall not hear any grievance previously barred from the scope of the grievance procedure.

Costs of arbitration shall be borne equally by the parties, except each party shall assume its own costs for representation and witness fees. All timelines, at any level of the grievance process, may be extended by an additional five (5) days by providing written notice of the extension to the other party. Extension of more than five (5) days requires mutual agreement.

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 15 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.

If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the CEA and opportunity for an CEA representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the CEA.

ARTICLE XX

STUDENT ACCOMMODATIONS

For the duration of this contract, the procedural safeguards for general and special education teachers included in IDEIA, Section 504 of the Rehabilitation Act, State of Michigan Special Education Rules and Regulations and other legislation will govern programs, services and procedures established to assist students with special needs.

As with gender, overall abilities and social issues, the district will strive to balance the number and extent of support necessary to address needs within the grade levels. Consideration for placement will include; teacher volunteers, teachers with special experience and training, enrollment, available academic and social supports, among others.

IEPT committees will determine student and teacher specific supports as outlined in the legislation.

By September 15 of each year, all teachers will be given a list of students receiving accommodations within their respective building.

Concerned teachers are encouraged to work through the IEP team/student assistance team, building principal, and/or special education administrator.

Teachers with continuing concerns may appeal to the Superintendent.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. The Board shall advise the CEA of its involvement and participation in any consortium of school districts where students of the school district will be receiving instruction from teachers who are not in its employ. In such cases, the Board shall consult the CEA and discuss the course offerings of the consortium which will be attended by students of the school district.
- B. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective 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. Therefore, the Board and the CEA, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- C. To assure smooth implementation of new school laws, the Superintendent or designee and CEA President will meet to discuss implementation.
- D. CEA Presidential Release Time – In order to provide the opportunity for regular communication between the President of the CEA and School District Representatives, the president of the CEA shall be assigned to one less class period. One-half of the cost of the prorated share (one class period) of the President's teaching salary and fringe benefits shall be paid to the Chelsea School District by the CEA. One-half of the total due to the District shall be paid by September of each year and, again, in January. Presidential Release Time shall not continue unless the Board of Education and the CEA both adopt a resolution to continue this provision annually.
- E. Should, during the length of this contract, the State of Michigan require the district to offer 180 days of student instruction, the impacted calendar will be revised to reflect the following: 180 student instruction days, minimum 1098 instructional hours, 4 professional development/and or teacher work days. 0.5 Open house, and teacher days of 7 ¼ hours in length. (Based on the 2006-2007 calendar). Such a change would not require the reopening of other articles or schedules.

XXII

NEGOTIATION PROCEDURES

- A. Anytime after November 1, preceding the expiration date of the contract, either party may initiate negotiations for the purpose of entering into a successor agreement. The first meeting shall take place no later than thirty (30) days following such demand to begin negotiations.
- B. Each party may have up to five (5) representatives on their negotiations team, unless changed by mutual agreement. 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 the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Both parties agree to submit the final agreement for ratification of their appropriate governing bodies. It is understood and agreed that neither body is obligated to ratify the final agreement submitted by the bargaining teams. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within ten (10) days of ratification.

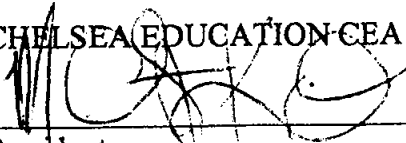
- C. Ongoing negotiations for mutual problem solving will be provided as follows:
- Meetings will be held as needed between CEA negotiators and Board negotiators. The times, dates, topics, and invitees to the meetings will be determined by mutual consent of the CEA chief spokesperson and the Board chief spokesperson.
- D. Any agreement to alter the contract must be approved by the Board and the CEA.

ARTICLE XXIII

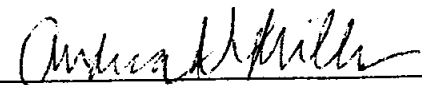
DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2007 and shall continue in effect until June 30, 2010. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

CHELSEA EDUCATION CEA



President:



Secretary



Negotiations Member



Negotiations Member



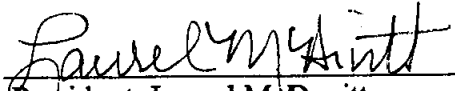
Negotiations Member

Negotiations Member


Negotiations Member

Dated 9-30-07

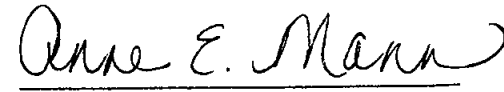
BOARD OF EDUCATION



President: Laurel McDevitt



Vice-President: R. Steve Olsen



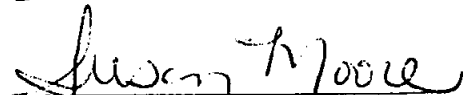
Treasurer: Anne Mann



Secretary: Robert J. Turner II



Trustee: Jon Bentley



Trustee: Susan Moore



Trustee: Sally DeVol

Dated: November 13, 2006

**Appendix A-1
CHELSEA SCHOOL DISTRICT
2007-2008 CALENDAR**

August 29	Teachers' First Day
August 30	Teachers' Work Day – Half-day
September 3	No School – Labor Day
September 4	Students' First Day
November 7	½ Day of School for Students; Parent/Teacher Conferences - 12:30 – 3:45 PM – All Schools Parent/Teacher Conferences – 4:45 – 8:00 PM – Secondary Only
November 8	½ Day of School for Students; Parent/Teacher Conferences - 12:30 – 3:45 PM – Elementary Only Professional Development for Teachers – 12:30 – 3:45 PM – Secondary Only Parent/Teacher Conferences – 4:45 – 8:00 PM – Elementary Only
November 9	No School for Students: Professional Development for Teachers
November 21 – 23	Thanksgiving Recess
Dec. 24 – Jan. 4	Winter Break
January 7	School Resumes
January 21	No School for Students and Staff – Dr. Martin Luther King Jr. Day
January 25	½ day for Students – End of 1 st Semester Full Day for Teachers – Records Day in PM (floating)
February 15-18	No School – Great Americans' Weekend
March 21	No School for Students and staff
March 26	½ Day for Students; Parent/Teacher Conferences – 12:30 – 3:45 PM – All Schools Parent/Teacher Conferences – 4:45 – 8:00 PM – Secondary Only
March 27	Full day of School for Students Parent/Teacher Conferences – 4:45 – 8:00 PM – Elementary Only
March 31 – April 4	Spring Break
May 26	No School – Memorial Day
June 11	Last Day of School – ½ Day for Students Full Day for Teachers – Records Day in PM
Student Days – 178	

Teacher Days – 182 (August 29, August 30 (.5), Fall Conference (.5), November 9, Spring Conference (.5), Open House (.5).

CHELSEA SCHOOL DISTRICT

July 2007

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2007

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
			T	T		

September 2007 19

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2007 23-42

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2007 18-60

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
			C	C	PD	

December 2007 15-75

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2008 18-93

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
					RD	

February 2008 19-112

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

March 2008 19-131

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2008 18-149

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2008 21-170

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2008 8-178

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- X No School
- C Conference Night P:T (1.0)
- O Open House TBA (.5)

Students - 178
Teachers - 182

Teachers: .5 Open House .5 Fall Confer.
1.5 Pre-students .5 Spring Confer.
1.0 Professional Development

Appendix A-2
CHELSEA SCHOOL DISTRICT
2008 -2009 CALENDAR

August 27	Teachers' First Day
August 28	Teachers' Work Day - Half-day
September 1	No School – Labor Day
September 2	Students' First Day
November 5	½ Day of School for Students; Parent/Teacher Conferences - 12:30 – 3:45 PM – All Schools Parent/Teacher Conferences – 4:45 – 8:00 PM – Secondary Only
November 6	½ Day of School for Students; Parent/Teacher Conferences - 12:30 – 3:45 PM – Elementary Only Professional Development for Teachers – 12:30 – 3:45 PM – Secondary Only Parent/Teacher Conferences – 4:45 – 8:00 PM – Elementary Only
November 7	No School for Students; Professional Development for Teachers
November 26-28	Thanksgiving Recess
Dec. 22–Jan. 2	Winter Break
January 5	School Resumes
January 19	No School for Students and Staff – Dr. Martin Luther King, Jr., Day
January 23	½ Day for Students – End of 1 st Semester Full Day for Teachers - Records Day in PM (floating)
February 13-6	No School – Great Americans' Weekend
March 25	½ Day for Students; Parent/Teacher Conferences – 12:30 – 3:45 PM – All Schools Parent/Teacher Conferences – 4:45 – 8:00 PM – Secondary, only
March 26	Full day of School for Students Parent/Teacher Conferences – 4:45 – 8:00 PM – Elementary Only
March 30-April 3	Spring Break
April 10	No School for Students and Staff
May 25	No School – Memorial Day
June 10	Last Day of School – ½ Day for Students Full Day for Teachers – Records Day in PM

Student Days – 178 Teacher Days – 182 (August 27, August 28 (.5), Fall Conference (.5); November 7, Spring Conference (.5), Open House (.5))

CHELSEA SCHOOL DISTRICT

July 2008

Sun	Mon	Tue	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2008

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31			T			

September 2008

21

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	X	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2008

23-44

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2008

16-60

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	C	C	PD	
16	17	18	19	20	21	22
23	24	25	X	X	X	29
30						

December 2008

15-75

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	X	X	X	X	X	27
28	X	X	X	X	X	

January 2009

19-94

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				X	X	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	X	20	21	22	23	24
25	26	27	28	29	RD	31

February 2009

18-112

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	X	14
15	X	17	18	19	20	21
22	23	24	25	26	27	28

March 2009

20-132

Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	X	X	C	C		

April 2009

18-150

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			X	X	X	4
5	6	7	8	9	X	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2009

20-170

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	X	25	26	27	28	29
31						

June 2009

8-178

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	RD	18	19	20
21	22	23	24	25	26	27
28	29	30				

- X No School
- C Conference Night P/T (1.0)
- O Open House TBA (.5)

Students - 178
Teachers - 182

Teachers: .5 Open House .5 Fall Confer.
1.5 Pre-students .5 Spring Confer.
1.0 Professional Development

4.0

Appendix A-3
CHELSEA SCHOOL DISTRICT
2009 - 2010 CALENDAR

September 2	Teachers' First Day
September 3	Teachers' Work Day - Half-day
September 7	No School – Labor Day
September 8	Students' First Day
November 4	½ Day of School for Students; Parent/Teacher Conferences - 12:30 – 3:45 PM – All Schools Parent/Teacher Conferences – 4:45 – 8:00 PM – Secondary Only
November 5	½ Day of School for Students; Parent/Teacher Conferences - 12:30 – 3:45 PM – Elementary Only Professional Development for Teachers – 12:30 – 3:45 PM – Secondary Only Parent/Teacher Conferences – 4:45 – 8:00 PM – Elementary Only
November 6	No School for Students; Professional Development for Teachers
November 25-27	Thanksgiving Recess
Dec. 23–Jan. 1	Winter Break
January 4	School Resumes
January 18	No School for Students and Staff – Dr. Martin Luther King, Jr., Day
January 22	½ Day for Students – End of 1 st Semester Full Day for Teachers - Records Day in PM (floating)
February 12-15	No School – Great Americans' Weekend
March 24	½ Day for Students; Parent/Teacher Conferences – 12:30 – 3:45 PM – All Schools Parent/Teacher Conferences – 4:45 – 8:00 PM – Secondary, only
March 25	Full day of School for Students Parent/Teacher Conferences – 4:45 – 8:00 PM – Elementary Only
March 29 - April 2	Spring Break
May 31	No School – Memorial Day
June 11	Last Day of School – ½ Day for Students Full Day for Teachers – Records Day in PM

Student Days – 178

Teacher Days – 182 (September 2, September 3 (.5), Fall Conference (.5); November 6, Spring Conference (.5), Open House (.5))

CHELSEA SCHOOL DISTRICT

July 2009

Sun	Mon	Tues	Wed	Thur	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2009

Sun	Mon	Tues	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2009 17

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1	2	3 T	4	5
6	X	8	9	10 T	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2009 22-39

Sun	Mon	Tues	Wed	Thur	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2009 17-56

Sun	Mon	Tues	Wed	Thur	Fri	Sat
1	2	3	4 C	5 C	6 FD	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	X	X	X	28
29	30					

December 2009 16-72

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	X	X	X	25
26	X	X	X	X		

January 2010 19-91

Sun	Mon	Tues	Wed	Thur	Fri	Sat
					1 X	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	X	19	20	21	22 RD	23
24	25	26	27	28	29	30
31						

February 2010 18-109

Sun	Mon	Tues	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12 X	13
14	X	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2010 20-129

Sun	Mon	Tues	Wed	Thur	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24 C	25 C	26	27
28	X	X	X	X		

April 2010 20-149

Sun	Mon	Tues	Wed	Thur	Fri	Sat
				1 X	2 X	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2010 20-169

Sun	Mon	Tues	Wed	Thur	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24 X	25	26	27	28	29
30						

June 2010 9-178

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11 RD	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- X No School
- C Conference Night P/T (1.0)
- O Open House TBA (.5)

Students - 178
Teachers - 182

Teachers: .5 Open House .5 Fall Confer.
1.5 Pre-students .5 Spring Confer.
1.0 Professional Development

Salary Schedule Information

Salary Adjustments for 2007-2010

2007-2008	2.00% adjustment in 2006-2007 Schedule B + formula
2008-2009	2.25% adjustment in 2007-2008 Schedule B + formula
2009-2010	2.50% adjustment in 2008-2009 Schedule B + formula

Formula:

If the current year's audited fall student enrollment increases more than 60 students over the previous year's audited fall enrollment, salary schedules shall be adjusted upward by .0167% for each full-time equivalent student enrolled in the district. The adjustment shall be in addition to the negotiated percentage increase for each respective year.

The total percentage raise for each year shall be rounded off to the nearest hundredth of a percentage. The pay scale adjustment shall take place following the audit of enrollment figures by the Washtenaw Intermediate School District.

Pay increases shall be retroactive to the beginning of the school year.

APPENDIX B1

SALARY SCHEDULES

- A. For a teacher to be advanced on the salary schedules, he must have completed a full year of teaching in the Chelsea School District and/or obtained those credit hours necessary to entitle him to placement on the MA or EdS salary schedule before September 15 of the school year in which the advancement is to be made.
- B. A teacher's placement on the salary schedule, as determined at the commencement of the school year, shall not be subject to change during the school year regardless of when a given teacher completes course work. Further, a transcript of completed credits is required as evidence and must be presented to the Superintendent before a teacher is placed on the MA or EdS salary schedule.

A teacher seeking placement on an advanced-degree schedule (MA or EdS/PhD) must have a degree granted from a college or university accredited by the applicable regional accrediting agency or through a degree program approved by the Board.

- C. All salary figures are rounded up or down to the nearest whole dollar.
- D. A teacher, who is paid unemployment compensation benefits chargeable to the District and who is subsequently employed in the bargaining unit, shall have his compensation for that school year adjusted so that his unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he would have earned for work performed in that school year had he not received unemployment compensation benefits prior to returning to employment.

Chelsea School District
CEA Salary Schedules
2007-08

Percentage Incr. 2.00% *

CEA Salary Schedule

Step	B.A.	M.A.	Eds/PhD
1	37,857	41,270	44,053
2	39,990	43,965	46,984
3	42,121	46,659	49,916
4	44,252	49,355	52,846
5	48,729	54,685	58,598
6	50,969	57,518	61,678
7	53,207	60,348	64,757
8	55,447	63,181	67,837
9	57,686	66,012	70,916
10	59,957	68,865	74,027
11	62,680	71,992	77,388

* Does not include any additional percentage increase related to the formula that is tied to student enrollment.

Chelsea School District
CEA Salary Schedules
2008-09

Percentage Incr. 2.25% *

CEA Salary Schedule

Step	B.A.	M.A.	Eds/PhD
1	38,709	42,199	45,044
2	40,890	44,954	48,041
3	43,069	47,709	51,039
4	45,248	50,465	54,035
5	49,825	55,915	59,916
6	52,116	58,812	63,066
7	54,404	61,706	66,214
8	56,695	64,603	69,363
9	58,984	67,497	72,512
10	61,306	70,414	75,693
11	64,090	73,612	79,129

* Does not include any additional percentage increase related to the formula that is tied to student enrollment.

Chelsea School District
CEA Salary Schedules
2009-2010

Percentage Incr. 2.50% *

CEA Salary Schedule

Step	B.A.	M.A.	Eds/PhD
1	39,677	43,254	46,170
2	41,912	46,078	49,242
3	44,146	48,902	52,315
4	46,379	51,727	55,386
5	51,071	57,313	61,414
6	53,419	60,282	64,643
7	55,764	63,249	67,869
8	58,112	66,218	71,097
9	60,459	69,184	74,325
10	62,839	72,174	77,585
11	65,692	75,452	81,107

* Does not include any additional percentage increase related to the formula that is tied to student enrollment.

E. **APPENDIX B2**

SCHEDULE B2 – EXTRA-CURRICULAR

High School

A. **General**

Class Advisor	.02
Student Council	.06
NHS	.03
SADD	.02
Prom Advisor	.03
Interact	.02
Key Club	.02
Yearbook	.08
Forensics	.02
One Act	.03
School Store	.01

B. **Curriculum related/not linked to a position**

Newspaper	.06
Debate	.03
Robotics	.02
Building Chairperson - Science, Social Studies, Math, English	.02

C. **Music**

Musical	.06
Musical Orchestra Director	.02
Show Choir	.04
Color Guard	.03
Alternative Styles Music Director	.04

Middle School

A. **General**

Student Council	.02
Washington, DC Trip Coordinator	.02
Yearbook	.05
Science Olympiad (1/2 % is designated to head coach)	.04
Quiz Bowl	.01
Building Chairperson – Science, Social Studies, Math, English	.02

B. Curriculum related/not linked to a position

Drama	.02
Assistant Music	.01

Elementary

A. General

Student Council	.01
Quiz Bowl (South Meadows)	.01
Building Chairperson – 2 per school	.02

APPENDIX B3**EXTRA-CURRICULAR ATHLETICS****A. Girls' Athletics****1) Fall**

Cross Country	0.0744
Golf	0.0686
Swimming – Varsity Head	0.0988
Swimming Assistant(s)	0.0686
Swimming/Diving	0.0416
Sideline Cheer – Varsity	0.0416
Sideline Cheer – Junior Varsity	0.0312
Sideline Cheer – 8 th Grade	0.0208
Sideline Cheer – 7 th Grade	0.0208
Volleyball	0.0988
Volleyball – Junior Varsity	0.0686
Volleyball – Junior Varsity	0.0686
Volleyball – Freshmen	0.0595
Volleyball – 8 th Grade	0.0572
Volleyball – 7 th Grade	0.0572

2) Winter

Basketball – Varsity Head	0.1196
Basketball – Jr. Varsity	0.0858
Basketball – Freshmen	0.0744
Basketball – 8 th Grade	0.0572
Basketball – 7 th Grade	0.0572
Competition Cheer	0.0686

3) Spring

Softball - Varsity Head	0.0988
Softball – Junior Varsity	0.0686
Softball – Freshmen	0.0595
Tennis	0.0686
Tennis – Jr. Varsity	0.0595
Track – Varsity Head	0.0988
Track – Assistant(s)	0.0686
Track/Pole Vault	0.0208
Track – Middle School	0.0572
Track – Middle School Assistant(s)	0.0416
Soccer – Varsity Head	0.0988
Soccer – Junior Varsity	0.0686
Soccer – Freshmen	0.0595

B. Boys' Athletics

1) Fall

Football – Varsity Head	0.1352
Football – Varsity Assistant(s)	0.0858
Football – Junior Varsity Head	0.0858
Football – Junior Varsity Assistant(s)	0.0676
Football – Freshmen	0.0744
Football – Freshmen Assistant(s)	0.0572
Football – Middle School Head	0.0572
Football – Middle School Assistant(s)	0.0416
Cross Country – Varsity Head	0.0744
Cross Country – Middle School	0.0572
Soccer – Varsity Head	0.0988
Soccer – Junior Varsity	0.0686
Soccer – Freshmen	0.0595
Tennis – Varsity	0.0686
Tennis – Junior Varsity	0.0595

2) Winter

Basketball – Varsity Head	0.1196
Basketball – Junior Varsity	0.0858
Basketball – Freshmen	0.0744
Basketball – 8 th Grade	0.0572
Basketball – 7 th Grade	0.0572
Swimming – Varsity Head	0.0988
Swimming Assistant(s)	0.0686
Swimming/Diving – Varsity	0.0416
Wrestling – Head	0.0988
Wrestling Assistant(s)	0.0686
Wrestling – Middle School	0.0572
Wrestling Middle School Assistant(s)	0.0416

3) Spring

Baseball – Varsity Head	0.0988
Baseball – Junior Varsity	0.0686
Baseball – Freshmen	0.0595
Golf	0.0686
Track – Varsity Head	0.0988
Track Assistant(s)	0.0686
Track/Pole Vault (1/2)	0.0416
Track – Middle School Head	0.0572
Track – Middle School Assistant(s)	0.0416

C. Co-ed Athletics

Swimming – Middle School Head	0.0572
Swimming – Middle School Assistant(s)	0.0416

APPENDIX B4

CO-CURRICULAR/LINKED

High School Band Director	.13
High School Orchestra Director	.06
High School Vocal Music Director	.05
Middle School Band Director	.06
Middle School Orchestra Director	.04
Middle School Vocal Music Director	.03
Elementary Vocal Music Director	.01

APPENDIX C-1

GRIEVANCE REPORT FORM

Grievance Number: <i>(Submit Quadruplicate)</i>	Chelsea School District Grievance Report	Distribution of Form: 1. Superintendent 2. Principal 3. Association 4. Teacher	
Building:	Assignment:	Name of Grievant:	Date Filed:

LEVEL I

Grievant: List the nature of the grievance, all the articles of the Master Agreement that may have been violated, and the remedy requested by the grievant:

A. Date received by Principal or his/her designee: _____

B. Disposition by Principal or his/her designee: _____

Signature: _____ Date: _____

LEVEL II

A. Date received by Superintendent or designee: _____

B. Disposition by Superintendent or designee: _____

Signature: _____ Date: _____

APPENDIX C-1 (continued)

C. Position of grievant and/or CEA:

Signature: _____ Date: _____

LEVEL III

A. Date received by the mediator:

B. Mediator's summary:

Signature: _____ Date: _____

C. Position of the CEA:

Signature: _____ Date: _____

LEVEL IV

A. Date submitted to arbitration:

B. Disposition and award of arbitrator:

Signature of Arbitrator: _____

Date: _____

APPENDIX D-1

Chelsea School District
Teacher Performance Criteria

Classroom Observation

Summative Evaluation

Teacher:
Date:
Assignment:
School:

The purpose of teacher evaluation is to improve the quality of instruction and to assist teachers to meet their potential. If any area is circled *Needs Improvement or Unsatisfactory*, additional comments should be included to indicate specific skills that need to be improved. If a teacher desires, she/he may include comments about this evaluation on an attached sheet. *NA = Not Applicable*

A. Teaching Techniques

1. Demonstrates planning skills

Satisfactory Needs Improvement Unsatisfactory NA

- a. Selects a variety of teaching methods and procedures
- b. Includes relevant student activities
- c. Plans appropriate time allotments

2. Selects lessons which coincide with the district's curriculum

Satisfactory Needs Improvement Unsatisfactory NA

3. Displays knowledge of subject content

Satisfactory Needs Improvement Unsatisfactory NA

- a. Presents accurate information
- b. Explains specific topics or activities in context with subject matter

4. Demonstrates skill in communicating subject matter to students

Satisfactory Needs Improvement Unsatisfactory NA

- a. Speaks clearly
- b. Communicates ideas logically
- c. Uses appropriate examples and illustrations

5. Gives clear, explicit directions to students

Satisfactory Needs Improvement Unsatisfactory NA

6. Seeks feedback from learners to make certain students understand the instruction being presented

Satisfactory Needs Improvement Unsatisfactory NA

- a. Questions the students and provides comments to clarify the lesson
- b. Elicits and responds to student questions

7. Provides opportunities for individual differences

Satisfactory Needs Improvement Unsatisfactory NA

- a. Paces learning according to students' progress
- b. Presents subject matter which is appropriate for abilities of the students
- c. Makes use of specialized services as needed

8. Prepares appropriate evaluation activities

Satisfactory Needs Improvement Unsatisfactory NA

- a. Monitors student progress using clear and purposeful evaluation methods
- b. Prepares evaluations which reflect course content

9. Shows evidence of executing a teaching plan

Satisfactory Needs Improvement Unsatisfactory NA

B. Organized, Structured Class Management

10. Keeps students actively involved in lessons

Satisfactory Needs Improvement Unsatisfactory NA

- a. Begins class work promptly
- b. Directs students to use learning time effectively
- c. Minimizes transition time
- d. Organizes students according to instructional needs

11. Makes effective use of materials and resources

Satisfactory Needs Improvement Unsatisfactory NA

- a. Includes supplementary resources when appropriate
- b. Blends materials and resources into a lesson

12. Maintains standards for student behavior

Satisfactory Needs Improvement Unsatisfactory NA

- a. Manages discipline problems constructively according to building rules and School Board policies
- b. Establishes and clearly communicates guidelines for student classroom behavior
- c. Demonstrates fairness and consistency in the handling of behavior problems

C. Positive Interpersonal Relations

13. Shows respect for the basic worth and dignity of the individual student

Satisfactory Needs Improvement Unsatisfactory NA

14. Promotes positive self-concepts in students

Satisfactory Needs Improvement Unsatisfactory NA

- a. Provides opportunities for student to gain recognition for achievement
- b. Promotes student self-control

c. Reinforces positive self-image

15. Establishes effective relationships with students

Satisfactory Needs Improvement Unsatisfactory NA

- a. Develops productive relationships with students individually and in groups
- b. Gives constructive criticism and praise when appropriate
- c. Communicates with students accurately and with understanding
- d. Is aware of special health, physical, and educational needs of students as provided by the district

16. Promotes student responsibility

Satisfactory Needs Improvement Unsatisfactory NA

- a. Helps students develop self-discipline
- b. Helps students develop learning skills and efficient work habits

D. Professional Responsibilities

17. Shows evidence of personal organization

Satisfactory Needs Improvement Unsatisfactory NA

18. Keeps instructional practices and classroom curriculum current

Satisfactory Needs Improvement Unsatisfactory NA

Additional Comments:

Based upon this evaluation, the Evaluator finds the performance of the teacher to be:

Satisfactory

Unsatisfactory

Evaluator

Date

I have reviewed this summary evaluation form and discussed the contents with my evaluator. I have been informed of my performance evaluation and have been given the opportunity to make comments. My signature does not necessarily imply agreement with the appraisal or the contents.

Teacher

Date

Revised: 11/13/06

Appendix D-2
CHELSEA SCHOOL DISTRICT
Professional Growth Plan
(Tenured Teachers Only)

Teacher: _____
Please print name *Signature*

Administrator: _____
Please print name *Signature*

Date Plan Submitted: _____
Due by September 20

Progress Meeting Date(s): _____
Due by April 30

Individual Professional Growth Goal:

Teacher Plan:

Administrative Support Requested:

Individual Self Assessment: Exceeded Goal Met Goal Goal still pending

End of year summary: (comments optional)

School Improvement/NCA Aligned Goal: _____

Teacher Plan:

Appendix D-3
CHELSEA SCHOOL DISTRICT
Individual Development Plan
Tenured Teaching Staff

Administrator Supervising Plan: _____
Please print or type

Teacher Following IDP: _____
Please print or type

Date of IDP Initial Meeting: _____

Date of Last Evaluation by Administration: _____

Development Plan

For all evaluation items noted “needs improvement” or “unsatisfactory” on evaluation(s) dated _____, Goals should be stated as measurable, behavioral objectives. Expectations and Support need to state specific actions and expected outcomes.

Goal One: _____

Administrator/Teacher Plan:

Administrative Support:

Goal Two: _____

Administrator/Teacher Plan:

Administrative Support:

The signatures below acknowledge receipt and general understanding of the above Goals, Expectations, and Support.

Signature of Teacher Receiving IDP

Date

Completed IDP Progress and Evaluation Forms will be attached at the end of the school year.
Personnel File

Based upon requirements of MCL 380.1526 and Teacher Tenure Act 38.83A, 38.92

**CHELSEA SCHOOL DISTRICT
Tenured Individual Development Plan
Progress and Evaluation Form**

Teacher _____
Please print/type

Administrator _____
Please print/type

Others Present _____
Please print/type

Date and Location of Meeting _____

Administrator's Summary of Meeting:

Teacher's Response (Optional):

Personnel File

Teacher's Signature

Appendix D-4

CHELSEA SCHOOL DISTRICT
Individual Development Plan
Non-tenured Teaching Staff (Required)

Teacher: _____

Administrator: _____

Probationary Year 1 _____ 2 _____ 3 _____ 4 _____

Initial Creation Meeting Date: _____ Initials: _____
Teacher Administrator

Mid-Year Progress Meeting Date: _____ Initials: _____
Teacher Administrator

Year End Progress Meeting Date: _____ Initials: _____
Teacher Administrator

Development Plan

Teacher Plan and Administrative Support should state specific actions and expected outcomes. Teacher is responsible for maintaining documentation evidence of growth towards goals.

Goal One: To develop instructional delivery skills for providing student success:

Teacher Plan:

Administrative Support:

Goal Two: To provide sound classroom management that is conducive to learning:

Teacher Plan:

Administrative Support:

Goal Three: To meet the requirements of MCL380.1526 regarding 15 days of professional development over the first three years of teaching. A day is defined as an activity of 6.75 hours in duration. (The state will also accept log of 90 hours as defined in the Michigan Legislative Requirements Bulletin dated September 2001)

Teacher Plan:

Administrative Support:

Goal Four: To improve content area skills through professional development:

Teacher Plan:

Administrative support

Goal Five: Optional (upon mutual agreement) Individualized Goal: _____

Teacher Plan:

Administrative Support:

Goal Six: To identify any goals for area(s) on evaluation rated as "Needs Improvement" or "Unsatisfactory," and plan for improvement.

Date implemented _____ Based on evaluation dated _____

Administrator/Teacher Plan:

Administrative Support:

Teacher Comments:

Administrator Comments:

The signatures below acknowledge receipt and general understanding of the above goals and evaluation.

_____	_____
Signature of Teacher	Date
_____	_____
Signature of Administrator	Date

Personnel File
Based upon requirements of MCL 380.1526 and Teacher Tenure Act 38.83A, 38.

APPENDIX E

EXTRA-DUTY COMPENSATION AGREEMENT

All work, under Article XVII, Section 2 A, B, and C extra-duty compensation, is voluntary and can be terminated by either party at any time. If work is terminated, payment for services rendered will be paid. Extra-duty pay will be paid when work is certified, completed and processed by the Business Office.

In order to receive extra-duty compensation, a teacher must sign a completed form. Work is not to be performed prior to a signed agreement. If work is performed prior to approval by both parties, it may not be compensated.

Name of Teacher _____

Services Described:

Number of Hours Approved _____

Rate of Pay

- A. Professional Development (PD), Art. XVII, Sec. 2 A (\$12/hour)
- B. Professional Extra-Duty (PED), Art. XVII, Sec. 2 B (\$25/hour)
- C. Extended-Year Pay, (EYP), Art. XVII, Sec. 2 C (per diem)

Teacher

Supervising Administrator

Superintendent or Designee

I certify that ____ hours have been completed.

Teacher

Date

Administrator

Date

APPENDIX F

B2, B3, B4 RECOMMENDATION FORM

This form is to be completed and submitted to the CEA negotiations chair and the Superintendent of Schools. Recommendations are for addition or deletion of position(s) or duties on B2, B3, or B4 schedules.

The Board or its designee is responsible for approving all positions or duties. Compensation must be negotiated between the Board and CEA. (See Article XVIII, Sec. 2 for procedures.)

Title of Position _____

- New Position (Complete Section I.)
- Duty Changes (Complete Section II.)
-

I. POSITION RECOMMENDATION

- A. 1. How much duty time will be beyond the regular teaching day?
_____ hours _____ days or _____ other: Explain.
2. Description of work:
3. Any school day duties? _____ Yes; _____ No If yes, describe.
- B. What will be the average number of students per advisor/coach/teacher? _____
- C. Total program budget: _____ (Do not include salary for this position.)
- D. Approximate preparation time: _____ hours; or _____ days; or _____ other (Explain.)
- E. How much equipment or other material will be managed by the teacher?
- F. Are there any qualifications required or desired for this position?
_____ Yes; _____ No If yes, what?
- G. What is the length of season?
- H. What is the number of events required of this position?
- I. Will there be any travel requirements? If yes, how much travel?

- J. Will this position require supervision of adults? If yes, explain number of adults and type of supervision.
 - K. Is this position similar to any other position on the B2, B3, or B4 schedules now? If yes, what position(s)?
-

II. DUTY CHANGE RECOMMENDATION

- A. List "additions" to duties being recommended:

- B. List "deletions" to duties being recommended;

- C. What will be the approximate increase or decrease in duty time for the changes proposed?
Increased hours _____ or days _____ or other _____ (Explain.)
Decreased hours _____ or days _____ or other _____ (Explain.)

- D. What percent of total duties of present job description do you think this change represents?
_____ % increase or _____ % decrease

****Please attach any information to this recommendation you wish to have considered. ****

I understand that this recommendation may or may not be considered for negotiations based on the approval of the Board and CEA as outlined in Article XVII (Sec. 2) of this agreement.

Name _____ Date _____

+++++
For office use only

Date received by:
CEA Chair _____

Superintendent _____

Revised: 11/13/06

APPENDIX G

**ASSIGNMENT/TRANSFER REQUEST
(ARTICLE VI)**

Requests may be for internal postings or future openings.

1. Name of Teacher _____
2. Present Assignment _____
3. Present Building _____
4. Length of Service in Present Assignment _____
5. Length of Service to Chelsea School District _____
6. List the assignments desired (i.e., 3rd, 4th, 5th grade, any lower elementary grade, middle school, English, math, science, high school, or any combination).

7. Provide any additional information you would like to have considered.

cc: Assistant Superintendent
President of CEA
Building Principal

Revised: 11/13/06

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