

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE LEONA GROUP, LLC and CESAR CHAVEZ ACADEMY

And

MICHIGAN ALLIANCE OF CHARTER SCHOOL TEACHERS AND STAFF, AFT  
MICHIGAN, AMERICAN FEDERATION OF TEACHERS, AFL-CIO

For the period

July 1, 2022 - June 30, 2027

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## **I. Recognition**

THIS AGREEMENT is entered into at the time of ratification between THE LEONA GROUP, LLC ("TLG") and the CESAR CHAVEZ ACADEMY ("CCA") (CCA and TLG are referred to collectively as the "Employer") and the MICHIGAN ALLIANCE OF CHARTER SCHOOL TEACHERS AND STAFF (MICHIGAN ACTS), AFT MICHIGAN, AMERICAN FEDERATION OF TEACHERS, AFL-CIO (hereinafter, referred to as the "Union") (Separately a "Party" and collectively the "Parties").

Section 1.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, of other conditions of employment for the following employees of the Employer employed at CCA (which shall collectively be referred to as and constitute the "Bargaining Unit" herein):

All certified classroom teachers, licensed or certified guidance counselors, all college/vocational advisors, and all licensed or certified social workers, employed at CCA currently located at 8126 W. Vernor Highway, Michigan; 4100 Martin Street, Detroit, Michigan; 6782 Goldsmith Street, Detroit, Michigan; and 1761 Waterman Street, Detroit, Michigan; but excluding administrators, managerial employees, non-professional employees, aides, paraprofessionals, technicians, office clerical employees, custodial employees, maintenance employees, food service employees, transportation employees, guards, supervisors (as defined in the National Labor Relations Act), and all other employees not specifically referenced herein. Recognition shall also extend to any other campuses later established by the charter contract between Saginaw Valley State University Board of Control and CCA.

Section 1.02 Any individual contract between the Employer and any member of the Bargaining Unit heretofore executed relating to wages, hours, terms and conditions of employment is hereby abrogated and superseded by the terms of this collective bargaining agreement.

Section 1.03 The appropriateness of the placement of any newly created position shall be collectively bargained. The Parties recognize that this Article is intended to preserve work currently performed by Bargaining Unit Members and to provide a process to determine appropriate placement of newly-created positions. Nothing in this Article is intended to change current Employer practices regarding hiring of employees.

## **Article II. Savings Clause**

This Agreement and all provisions herein are subject to all applicable laws. If any provision of this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect; the Parties to the Agreements shall meet within ten (10) days for the purpose of reopening negotiations on the unlawful provision(s).

**Article III. Duration**

Section 3.01 This Agreement shall be effective from July 1, 2022, through June 30, 2027, and shall remain in full force and effect until a successor agreement has been reached between the Parties. During the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, or engage in a work stoppage, slowdown, or strike, or other illegal concerted activity. During the same period, the Employer will not lock out Bargaining Unit Members.

**Article IV. Successor Agreement**

Section 4.01 The Parties agree to enter into good faith negotiations for a successor agreement to this Agreement. Such negotiations shall commence no later than ninety (90) calendar days prior to the expiration date stated in Article III herein. Negotiations for a successor agreement will commence upon request of either Party, filed two weeks in advance or as otherwise mutually agreed. Nothing in this Article shall be construed to limit or abridge the rights of either Party under law.

**Article V. Reopener**

Section 5.01 Upon mutual agreement of the Union and the Employer, specific sections of the contract may be opened for revision.

**Article VI. Organizational Security**

Section 6.01 Upon receipt of an employee's signed authorization to deduct union dues, the Employer shall deduct from the employee's pay the union dues set by the Union in accordance with Section 6.02 of this Article. Any such authorization card shall remain in effect until notice of revocation is provided to the Employer by the Union. The Parties understand that employees' decision to allow deductions for dues under this Article are voluntary.

Section 6.02 By August 15<sup>th</sup> of each year, the authorized representative of the Union shall certify in writing to the Employer the authorized amount (expressed as a percentage of Bargaining Unit Members' salary) to be deducted from each Union member's twice-monthly paycheck for the payment of union dues for the succeeding 12 month period.

Section 6.03 Deductions shall be made from the first pay cycle after receipt of the signed authorization and from each subsequent check.

Section 6.04 Deductions provided for herein shall be remitted to the Union within thirty (30) days after the deduction was made. On January 15 and July 15 of each year, the Employer shall provide the Union with a record showing the amounts and dates of each Bargaining Unit Member's dues deductions.

Section 6.05 The Union shall indemnify, defend and hold the Employer harmless from any liability, loss, or expense arising out of any claim, suit, judgment, or attachment arising out of the Employer's good faith compliance with this Article.

Section 6.06 The Employer shall provide the Union with an updated list of Bargaining Unit Members when this Agreement is executed and ratified. The Employer shall also provide the Union with notice of any new hires into the Bargaining Unit within fourteen (14) calendar days of the new hire's commencement of employment. Said notices shall include the Bargaining Unit Members' name, position, work location, and current home address.

## **Article VII. Union Rights**

Section 7.01 Access: The Employer recognizes that authorized Union representatives

("Representatives") may need access to Bargaining Unit Members during non-instructional time within the instructional day. The Union recognizes the need for the Employer to ensure that its campuses operate efficiently and that leadership/administrative team members are not unduly burdened by frequent, prolonged or unannounced visits from any organization. Consistent with these principles, Representatives of the Union agree to follow the CCA Board of Directors ("Academy Board") visitor policy, including securing School Leader (or designee) approval for any visit to a CCA Campus; in return, the Employer agrees that authorized agents of the Union will not be unreasonably denied access to the school building. Authorized agents of the Union shall not be denied access to any Campus when a Bargaining Unit Member has a right to Weingarten representation.

Section 7.02 Bulletin Board: The Union shall have the right to post notices of a union matter on a bulletin board in the lounges during mutually agreed upon time frames, such as before or after an employee's hours of service or during lunch. The Employer shall provide a designated bulletin board at each worksite. Posted material will comply with the School 's general policies (such as those related to non-discrimination, non-harassment, and decorum).

Section 7.03 Mailboxes: The Union shall be permitted to communicate with the employees through mailboxes and email accounts before or after the instructional day, and during the lunch break. The Union's materials shall not be defamatory, obscene, or in violation of the law. If a Bargaining Unit Member requests not to receive union materials, they may do so in writing to the Bargaining Unit Chair or their designee.

Section 7.04 New Employees: The Employer shall provide the Union with up to sixty (60) minutes to address new Bargaining Unit Members at a mutually agreeable time prior to the beginning of the academic year for students and during other new hire orientation periods. New Bargaining Unit Members may decline to participate in these introductory sessions by indicating so in writing to the Bargaining Unit Chair or their designee.

Section 7.05 Meetings: The Employer recognizes that Bargaining Unit Members may need to meet before or after the instructional day for the purposes of addressing school and union business. The Union recognizes a need for the Employer to ensure the safety of students and staff and that this requires their knowledge of who is in their facilities during these times. Consistent with these principles, the Employer agrees to allow Bargaining Unit Members to meet for the above purposes. For meetings that will include Bargaining Unit Member

attendees who are not assigned to the campus where the meeting is requested, a Representative will place a written request to schedule a meeting with the School Leader twenty-four (24) hours before it occurs, unless mutually agreed otherwise. The School Leader will not unreasonably deny such requests. Non-employee visitors or representatives who attend these meetings will follow the school's established sign-in process.

Section 7.06 Facilities: The Employer shall permit Representatives to use building facilities for CCA-ACTS professional development workshops and school community and family events. Attendees who are not Bargaining Unit Members or TLG/CCA staff will follow the School's visitor policies. Visitors will follow the school's established sign-in process for events and meetings which take place outside of regular school hours. Attendees will not be unreasonably denied access to the building to attend meetings or events. If additional security, custodial, child care or other services are required due to the nature of the workshop, event, meeting, etc., the Union will bear the costs of any such additional services. A Representative will make a request on an events request form to the School Leader for scheduling such events no later than five (5) work days before the event unless mutually agreed otherwise. The School Leader will respond within three work days of a request. If the request for an event is denied, the School Leader will provide written justification to the Bargaining Unit Chair or designee.

Section 7.07 Phone Calls and Email Access: The Employer will provide each Bargaining Unit Member with access to a serviceable desk, chair, and access to a telephone and computer for school business purposes; due to space and budget constraints, some employees may be assigned to resources which are shared with other employees. An email account will be made available to Bargaining Unit Members prior to the beginning of the student academic year or within five (5) days of a new Bargaining Unit Member's first day of work.

### **Article VIII. Management Rights**

Except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct operations and activities of the Employer and to supervise and evaluate employees are vested solely and exclusively in the Employer. These rights include all powers, rights, authority, duties, and responsibilities except as specifically limited or abrogated by the terms and provisions of this Agreement or prohibited by law.

### **Article IX. Job Vacancy and Posting**

Section 9.01 When the Employer determines a vacancy or opening in a Bargaining Unit or administrative position at CCA will be filled, it will post the opening on the TLG jobs website [www.leonajobs.com](http://www.leonajobs.com) for a minimum of (3) business days or until filled. Jobs will also be posted on other applicable job websites as determined by the School Leader and Human Resources. An email will be sent to Bargaining Unit Members to notify them that a job vacancy has been posted. If a position is not filled within 30 days it shall be refreshed on [www.leonajobs.com](http://www.leonajobs.com).

Section 9.02 The posting will include a description of the position and the minimum required qualifications. Bargaining Unit employees may apply for such posted positions.

Section 9.03 Qualified internal applicants will be given priority and interviewed by the Employer before external applicants, unless the number of internal applicants creates an undue burden as determined by the Employer.

Section 9.04 Internal applicants who are interviewed will receive a written communication informing them if they are not selected for the position.

#### **Article X. Successorship**

Section 10.01 In consideration of the Union's execution of this Collective Bargaining Agreement, the Employer promises that in the event its operations covered by this Agreement are to be sold, conveyed, or otherwise transferred or assigned to any successor, the Employer shall require that the successor agree to: (1) offer employment to the affected Bargaining Unit Members in such operations and (2) recognize the Union as the exclusive representative of such employees. Immediately upon conclusion of such sale, conveyance, assignment, or transfer of its operations, the Employer shall notify the Union of the transaction. Such notification shall be by certified mail to the Bargaining Unit Chair and shall be accompanied by documentation that the successorship obligations set forth in this Article have been satisfied.

Section 10.02 All disputes and claims arising under this Article, which are not settled by agreement, shall be settled by the machinery provided in the Grievance Arbitration Article of this Agreement.

#### **Article XI. Consultation**

Section 11.01 The Parties agree that effective operation of CCA requires respectful communication between the Union and the Employer including CCA School and District leaders. In an effort to maintain a relationship that is harmonious and non-adversarial, the Parties shall meet, upon written request, for the purpose of discussing employment issues that may arise.

Section 11.02 At least seven (7) calendar days before each scheduled consultation meeting, the party requesting the consultation meeting shall forward proposed agenda items to be discussed. If requested, the Parties shall also provide background or clarifying information about proposed agenda items, so that meaningful discussion can occur at the consultation meeting. If agenda items and requested clarifying information are not provided at least seven (7) calendar days in advance, the party failing to provide agenda information shall be deemed to have canceled the consultation meeting for lack of interest, and no rescheduling shall be required.

Section 11.03 If, after consultation meetings referenced above, workplace problems still exist, additional meetings may be scheduled with Representatives from the Union and

Employer to discuss the implementation of employment policies, problems affecting employees generally, and questions relating to implementation of this contract.

Section 11.04 Where difference of opinion related to school-based decisions, policies, or practices cannot be resolved, a mutually-agreed upon member of the Academy Board may be invited to participate in a follow-up consultation session to facilitate the resolution of these differences.

## **Article XII. Grievance Mediation and Arbitration Process**

Section 12.01 Grievance:

- (a) A grievance shall be defined as a complaint by an employee, employee group, or the Union alleging that there has been a violation or misapplication of a provision of this Agreement. The Bargaining Unit Member may be represented at all levels of a grievance by a Union Representative. The grievant may also represent himself/herself. Extension of Limits: If a grievance is not processed by the grievant at any step in accordance with the time limits of the Article, it shall be deemed withdrawn. If the Employer fails to respond within the time limits, the grievance shall be automatically processed to the next step of the grievance procedure except to the arbitration step. All time limits may be waived by mutual consent in a written agreement.
- (b) Hearings and Meetings: Hearings and Meetings shall be scheduled by the Employer at mutually agreeable times and locations, which may be either during non-instructional working hours or outside of working hours. No employee shall lose any salary or benefits due to their participation.

Section 12.02 Formal Process:

- (a) Prior to filing a formal grievance, the Bargaining Unit Members and the Union shall make an effort to resolve the problem through an informal conference with an appropriate leadership team member. The Union shall make the request to meet informally within ten (10) days after the occurrence of the alleged violation, or after the grievant or the Union knew or should reasonably have known of the alleged violation of the Agreement giving rise to the grievance. If the Union bypasses an informal conference, to try to resolve the issue, the written grievance will not be accepted or allowed to proceed through the grievance process.
- (b) Step One: The grievance shall be reduced to writing within ten (10) working days after the informal grievance meeting. This shall be signed by the grievant or by a union steward and delivered to the School Leader. Within ten (10) working days of receipt of the grievance, the School Leader, the grievant, and a Union Representative shall meet and confer in an effort to resolve the grievance. A written memo detailing the School Leader's disposition of the situation shall be returned to the grievant and the Representative within ten (10) working days after such meeting. In the event that a

grievance concerns a matter of policy that is not within the authority of the School Leader, the Union will file a grievance at Step Two.

- (c) Step Two: If the grievant and/or the Union are not satisfied with the disposition of the grievance, they may, within ten (10) working days after receiving the decision of the School Leader, appeal the grievance to the Vice President of Human Resources or their designee; this appeal shall be within ten (10) working days after receipt of the appeal, the Vice President of Human Resources or their designee shall investigate the grievance and meet with the grievant and/or the Union Representative to discuss the grievance. The Vice President of Human Resources or their designee will render their decision in writing within ten (10) working days of the meeting. A copy of this decision shall be delivered to the Grievant and the Union Representative.
- (d) Step Three: Within ten (10) days of the receipt of the decision from the Vice President of Human Resources or their designee, the Union may, as a condition precedent to demanding arbitration, submit any dispute not resolved by the above steps to a mediator jointly selected by the Parties for purposes of settling the dispute without the need for any arbitration.

#### Section 12.03 Arbitration:

- (a) If the grievance is not resolved by the decision at Step Three and the Union determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Employer within fifteen (15) calendar days of the Step Three meeting.
- (b) Within ten (10) working days after receipt of notice to arbitrate, the Union and the Employer will agree upon a mutually acceptable arbitrator and will obtain commitment from the arbitrator to serve. If the Parties are unable to agree upon or obtain a commitment within ten (10) working days, a request list will be forwarded to the Federal Mediation and Conciliation Service (FMCS). The Parties shall then be bound by the rules and procedures of the FMCS.
- (c) The arbitrator shall have no power or authority to make a decision which requires an act prohibited by law or which adds to, deletes from, or in any way changes, alters, or modifies the terms of this agreement.
- (d) The decision of the arbitrator shall be final and binding upon all Parties.
- (e) The cost for the services of the arbitrator shall be borne equally by the Union and the Employer.
- (f) At least seventy-two (72) hours prior to the hearing the Union will provide in writing to the Employer a list of Bargaining Unit Members who will be attending the arbitration hearing who the Union wishes to be released from work to attend the arbitration. Upon timely submission of the Union's list, no more than three (3)

appropriate Union officials and witnesses will be released on Employer time with pay to attend the arbitration hearing. Other Bargaining Unit Members in attendance at the hearing will not be paid unless they utilize their own paid time off.

#### Section 12.04 Miscellaneous

- (a) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file(s) of the participant(s).
- (b) To the full extent permitted by law, this grievance and arbitration procedure also applies to any individual employee claim which would otherwise be the subject of an administrative or other legal/judicial proceeding (e.g., a complaint filed with the Michigan Department of Civil Rights or other tribunal alleging discrimination, harassment or retaliation for the exercise of a statutory right, violations under the state and federal whistleblower statutes, and any other employment-related dispute between the Employer and Bargaining Unit Members alleging wrongful termination or violation of law).

### **Article XIII. Notice of Resignation**

Section 13.01 The Employer and the Union agree that in order for CCA to best serve its students, it is necessary that Bargaining Unit Members honor their contractual commitments. Bargaining Unit Members shall provide written notice of their resignation to their School Leader. To limit the disruption to the learning environment, members who resign shall provide proper notice, defined as at least ten (10) business days, to CCA prior to the effective date of their resignation. Teachers who will not return for a new academic year shall give notice at least ten (10) weekdays prior to the date on which Teachers are to report for the new academic year. The effective date of resignation is defined as the Member's last day present and actively at work. The notice requirement may be waived, at the School Leader's sole discretion, in the event resignation is due to a personal emergency.

Section 13.02 Members who do not give written notice of resignation but who give verbal notice, will receive a written response from their School Leader accepting the verbal notice and confirming the effective date of resignation.

Section 13.03 Bargaining Unit Members who fulfill their contractual obligations and work until the end of the school year receive their pay through August 15th and their benefits through August 31st of that calendar year.

### **Article XIV. Layoff and Recall**

Section 14.01 A "Layoff" is the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part. The Employer will notify the Union in writing each time a Bargaining Unit Member(s) is/are being laid off. The Employer agrees to provide the Union seven (7) days advance written notice that it intends to issue Layoff notices.

Section 14.02 The Employer shall notify in writing a Bargaining Unit Member of their Layoff as soon as possible after the decision for Layoff has been made. In no event shall the Employer give Bargaining Unit Members less than fourteen (14) calendar days written notice of their Layoff. In the event the Employer does not provide fourteen (14) calendar days written notice as specified herein, the Employer will provide two week's pay in lieu of notice. The Employer also agrees to provide the Union with a list of names of the Bargaining Unit Members being laid off; such union notices shall be contemporaneously sent with notices sent to Bargaining Unit Members being laid off.

Section 14.03 Layoffs shall be made in the following order, provided that the Bargaining Unit Members remaining employed after a Layoff are certified and highly qualified to teach in grades or subjects being reduced.

- (a) Group 1: Long-term substitutes.
- (b) Group 2: Employees who have not received a summative year-end evaluation.
- (c) Group 3: Second-year employees rated ineffective on their most recent year-end evaluation.
- (d) Group 4: Employees rated "ineffective" on two consecutive evaluations in the two years immediately preceding the layoff.
- (e) Group 5: Employees rated as "ineffective" on two evaluations in the four years immediately preceding the layoff.
- (f) Group 6: Employees who have been rated as "effective" or "highly effective" and who do not otherwise fall within Groups 1 through 5.

Section 14.04 If after laying off individuals in Group 1 (long-term substitutes) a need for additional layoffs remains, the Employer shall use the Layoff Rubric (attached as Exhibit A) to break a tie that occurs between two or more Bargaining Unit Members within any of the above groups 2 through 6. If application of the Layoff Rubric does not resolve a tie between two or more Bargaining Unit Members subject to Layoff, then Layoffs shall occur in order of seniority, as defined in Article XXII.

Section 14.05 In the event that there are open positions at other schools managed by TLG, TLG will provide all Bargaining Unit Members who are on layoff from CCA the opportunity to apply for those open positions. If a laid-off Bargaining Unit Member identifies a vacancy to which they would like to be rehired, they should submit an application and indicate their status as a laid-off Bargaining Unit Member. Written application may be made directly to the School Leader (of the school with the open position), to Human Resources, or via the job posting/employment website ([www.leonajobs.com](http://www.leonajobs.com)). Laid-off Bargaining Unit Members will have the opportunity to interview for such positions. They shall maintain this right for six (6) months from the date of Layoff or until they refuse a position with TLG.

Section 14.06 Bargaining Unit Members shall be recalled to positions for which they are certified and highly qualified in reverse order of layoff when a vacancy occurs except that Bargaining Unit Members falling within Group 4 of Section 14.03 shall be ineligible for recall. It is the Bargaining Unit Member's responsibility to maintain his or her certification and to promptly provide documentation of the certification and qualification status to the school.

Section 14.07 Each Bargaining Unit Member shall be required to provide Human Resources written confirmation of a current address to which a letter of recall may be sent.

Section 14.08 If a recall opportunity exists, a letter shall be mailed to the Bargaining Unit Member, by certified mail, return receipt requested.

Section 14.09 A Bargaining Unit Member offered a recall opportunity must notify the Employer in writing of their decision within seven (7) days of receipt of the Employer's offer. Bargaining Unit Members who will be out of town for an extended period may advise Human Resources so that accommodations may be arranged to ensure they receive the notice or it is otherwise agreed to extend the response period under this section.

Section 14.10 The recall rights set forth herein shall remain in effect for twelve (12) months from the date of Layoff or until the Bargaining Unit Member refuses a recall opportunity, fails to respond to a recall letter, fails to provide a current valid address to which a recall notice can be sent, submits their resignation, or accepts employment in another school district.

#### **Article XV. Integration Clause: Captions: Construction**

Section 15.01 Entire Agreement. This Agreement, including the schedules and exhibits hereto, set forth the entire agreement and understanding of the Employer and the Union with respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any Officer, employee, or representative of either the Union or the Employer.

Section 15.02 Captions. The section and paragraph headings contained in this Agreement are for convenience only and shall not be deemed to affect the meaning or interpretation of any provision of this Agreement.

Section 15.03 Construction. Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

#### **Article XVI. Opportunity to Provide Additional Services**

Section 16.01 If the Employer seeks to fill extracurricular positions connected to the Academy's programming, such as summer school, coaching, tutoring, or staffing a program activity or event, qualified Bargaining Unit Members will be given priority to provide such services.

## **Article XVII. Interview Process**

Section 17.01 When the Employer is hiring for a position covered by this Agreement or an instructional coach position, the Employer will invite Union Steward members to participate in the interview process in a timely manner. The Bargaining Unit Chair will provide a list of Union Steward members to the Vice President of Human Resources by the end of May each year. When the Employer is hiring for a School Leader position, the Employer will invite the members from the Union Stewards List to participate in the interview process in a timely manner provided that such an invitation does not cause undue disruption as determined by the Employer. Nothing herein shall limit the Employer's right to include additional Bargaining Unit Members in any of the processes provided for in this Article.

## **Article XVIII. Duty Hours Workload Designated Breaks**

### Section 18.01 Calendar

- (a) Feedback from Bargaining Unit Members is welcomed in the development of the CCA school calendar which the Employer attempts to coordinate with the school calendars promulgated by Wayne RESA. The Employer will provide the Union with a proposed calendar fourteen (14) days before it is submitted to the Academy Board for final approval. The draft calendar will be in the same format as will be presented to the Board, be as accurate as possible, and will include the date that the calendar is expected to be presented to the Board. The Union and the Employer may convene a formal union management session, upon written request of the Union, at a mutually-agreeable time to discuss suggestions and recommendations regarding the proposed calendar no later than seven (7) days prior to the submission of the proposed calendar for Academy Board approval. The Parties will negotiate in good faith to resolve any disputes that they may have regarding the calendar, but recognize that the Academy Board, subject to the mandates of state and federal law, has sole authority to set the final school calendar. Where the Parties are unable to reach agreement on a final version of the calendar to submit to the Academy Board, the Union may provide an alternative version of the school year calendar which the Academy Board may also consider as it sees fit.
- (b) If calendar changes are made to a previously published calendar, all Bargaining Unit Members shall make all reasonable efforts to re-arrange any personal plans they've made under the old calendar. If Bargaining Unit Members cannot rearrange personal plans, they shall be held harmless from disciplinary action for time off taken based on time off requests that were approved prior to the publication of a revised calendar.
- (c) The scheduled work year shall follow the CCA school calendar. No extension of the work year shall be permitted by advancing the beginning date, extending the closing date, adding to the number of workdays by altering holidays or vacation periods unless expressly provided for under the terms of this agreement or mandated by state law.

- (d) The school calendar shall be posted on the school's web page upon its approval by the school board.

#### Section 18.02 Duty Hours

- (a) The regular work day for Bargaining Unit Members shall begin fifteen (15) minutes before students report and shall end fifteen (15) minutes after the close of the student school day; provided, however, that Bargaining Unit Members at the High School shall report to work thirty (30) minutes prior to student arrival and shall remain until thirty (30) minutes after student dismissal. Changes to the bargaining unit members' work day shall be collectively bargained.
- (b) Permission to arrive later or leave earlier may be granted by the School Leader or Supervisor, at their discretion, utilizing the school's time off request procedures. Each School Leader will communicate this procedure to Bargaining Unit Members, in writing, no later than the first day of school for students. Bargaining Unit Member requests shall not be denied for reasons that are arbitrary or capricious.
- (c) Bargaining Unit Members will be required to remain beyond the regular workday for once-monthly faculty meetings. These meetings will not exceed an hour and a half in length. Within the first week of each semester, the School Leader will provide Bargaining Unit Members a calendar with the dates for faculty meetings. Any deviation from this calendar will be communicated as far in advance as possible, but no less than twenty-four (24) hours prior to a rescheduled conference or meeting. Employees will receive a written agenda for monthly faculty meetings in advance of each meeting to the greatest extent possible. Emergency situations do not require advance notification of employees to hold a meeting.
- (d) Bargaining Unit Members will on occasion be required to remain beyond the regular workday to participate in parent-teacher conferences. Parent-Teacher conferences will be scheduled in consultation with each campus's school improvement team and building steward(s). The scheduling of parent-teacher conferences may differ from location to location depending on the needs of the building.
- (e) Bargaining Unit Members will on occasion be required to remain beyond the regular workday to attend up to two (2) special events and parent meetings. When possible, the School Leader will provide notification of at least forty-eight (48) hours that a meeting is necessary. If a Bargaining Unit Member is asked by the School Leader to remain beyond the typical workday for such events and/or meetings and is unable to perform this duty, the School Leader may reschedule the meetings or grant the Bargaining Unit Member exemption.
- (f) As permitted by law or regulation, "early release" days will be scheduled periodically during the school year. On early release days, students will not be in attendance but staff will be required to work the entire scheduled work day. This time is intended to be used for planning and collaborative activities, with agendas determined at the building

level and including but not limited to topics such as team meetings, data analysis, professional development, mentoring, committee meetings, professional learning, communities, curriculum planning, mapping and pacing, cross-content and cross-district planning, use of common assessments, and the like. All staff members are welcome to recommend topics to be addressed on early release day agendas.

Section 18.03 Designated Breaks Employees will not be required to work during designated breaks (e.g. winter break, spring break, summer break). The Employer is not required to provide work to employees during designated breaks. Every regular full-time school year active employee will continue to receive their contracted pay during designated breaks.

## **Article XIX. Leaves and Absences**

### Section 19.01 Personal Time Off

- (a) Although not yet earned, on July 1<sup>st</sup> or date of hire of each school year, all Bargaining Unit Members will receive their annual allotment of seven (7) days of personal time off (PTO). Full-time regular Bargaining Unit Members earn personal time off at the rate of 2.8 hours per pay period worked. This equates to 56 hours (seven eight-hour work days) per year for school-year employees. Those employees hired after the start of school will receive a prorated allotment of 2.8 hours personal leave per pay during the academic year.
- (b) Personal time off may be used for personal illness or for any other personal matter.
- (c) Personal time off may accrue from year to year up to a maximum of twenty-one (21) days. Bargaining Unit Members will not take more than three consecutive PTO days at a time unless the time is used in conjunction with FMLA, a doctor's note, short-term disability, or Parental Leave to get paid for unpaid time off. More than three consecutive PTO days may be used at a time at the discretion of the School Leader. Personal time off does not accrue while an employee is on leave of absence.
- (d) Employees are expected to call their School Leader prior to the start of the workday to report an absence with as much notice as possible. If an employee anticipates an absence of several days they shall notify their school leader of their absences and expected date of return. If the Employee cannot return to work by their expected date of return, they shall provide their School Leader with as much notice as possible under the circumstances that they will not return as expected and provide an updated date of return at that time.
- (e) Emergency School Closures and Staff Safety: If an emergency such as severe weather or power failure requires a worksite to close, Bargaining Unit Members will be notified by the worksite's established emergency notification procedure in a timely manner. In the event of such closures, subject to their agreement to work any instructional days rescheduled due to school closures, Bargaining Unit Members shall not be required to

report to their worksites nor shall they be required to make up or otherwise use PTO days for the first three school cancellation dates of the school year. Any dates over and above the first three cancellation dates of the school year must either be (1) taken as PTO or (2) worked in the Bargaining Unit Members worksite, unless the School Leader elects to allow Bargaining Unit Members to work remotely. In the event a school closure occurs due to a safety concern, as defined by the School Leader, Members will not be required to report nor be charged Personal time off.

- (f) In the event an emergency requires a worksite to close, the School Leader may elect to have students and staff engage in virtual learning. Bargaining Unit Members will be notified by the worksite's established emergency notification procedure in a timely manner. The normal work schedule would be in effect for Bargaining Unit Members.

#### Section 19.02 Bereavement Leave

- (a) Bargaining Unit Members will be granted up to three (3) days of paid bereavement leave for the death of an immediate family member. Immediate family includes spouse, parent/parent-in-law, stepparent, children, grandchildren, brother, sister, domestic partner, grandparent, or grandparent-in-law.
- (b) Bargaining Unit Members will be granted one (1) day of bereavement leave in the case of death of any other family member such as an aunt or uncle, aunt- or uncle-in-law, niece or nephew.
- (c) In the event of the death of an employee or a student who attends CCA, co-workers or teachers may attend the funeral, without loss of pay.

Section 19.03 FMLA Leave. The Employer shall comply with the Family Medical Leave Act. All family medical leave shall run concurrently with any other type of leave the employee is eligible to receive hereunder.

- (a) Parental Leave: A parental leave shall be granted, for the purpose of childbirth and subsequent childcare, or for the purpose of adopting a child (commencing upon the entry of a court order awarding custody to the adoptive parent), for the duration of up to one (1) year. Parental leave will be unpaid and benefits will not continue during parental leave.
- (b) Upon return from Parental Leave, the Member shall be placed at the same position in the salary system, if applicable, to which the Member was entitled at the effective date of the leave and credited with seniority as if the Member had been actively at work during leave.
- (c) An individual who is hired to temporarily replace a Member who is on Parental Leave shall be deemed a long-term Substitute, regardless of his or her compensation or qualifications, and shall not be deemed a Member of the bargaining unit.

- (d) Approaching the conclusion of the Parental Leave, or earlier if the Member desires to return before one (1) year has elapsed, the Member will give the School Leader at least thirty (30) days written notice of his or her readiness to return to work. The actual return to work date will be scheduled by the School Leader so as to create minimal disruption to the learning environment and will be communicated to the Member by the end of the 30 day notice period.
- (e) No loss of seniority shall occur while the employee is on leave of absence taken under this section. No additional seniority for purposes of layoff and recall shall be granted during leave of absence, meaning the last day worked is the last day the employee accrued time towards seniority.
- (f) Members who decide not to return to work at the conclusion of a Parental Leave will be deemed to have resigned voluntarily.

#### Section 19.04 Other Paid Leave

- (a) Jury Duty: The Employer encourages employees to fulfill their civic responsibilities by serving jury duty when required. Bargaining Unit Members will not lose pay as a result of fulfilling this civic responsibility.
- (b) Military Duty: Military leave shall be granted in accordance with applicable law.
- (c) An employee desiring return from a military leave of absence under this section must notify the Employer in writing of their desire to return. Such notice is not required for jury duty.
- (d) No loss of seniority shall occur while the employee is on leave of absence taken under this section. No additional seniority for purposes of layoff and recall shall be granted during leave of absence, meaning the last day worked is the last day the employee accrued time towards seniority.
- (e) Members who decide not to return to work at the conclusion of a leave of absence under this section will be deemed to have resigned voluntarily.

### **Article XX. Personnel Files**

Section 20.01 There shall be one official personnel file for every Bargaining Unit Member.

Section 20.02 A Bargaining Unit Member shall have the right upon request and by appointment to review the contents of their personnel file up to two (2) times per year. Each Bargaining Unit Member shall have the right, upon request, to review and reproduce any contents of their personnel file at no charge on the first request. A Representative of the Union may, at the request of the employee, accompany the employee in such reviews and may, upon written authorization by the employee, review and reproduce any contents of an employee's personnel file. The review or reproduction of the contents of an employee's personnel file shall be made in the presence of the record custodian or designee.

Section 20.03 A copy of any disciplinary or evaluative item placed in the employee's official personnel file shall be provided to the employee. In addition, items challenged under the provisions of the grievance procedure may not be placed in the employee's file until the grievance has been resolved pursuant to the provisions of the grievance procedure of this contract. The employee shall have the right to respond to any item(s) to be placed in their personnel file and have the response attached to such item. The employee's signature shall only indicate that they have read the item and shall not necessarily indicate agreement with its contents. When an employee refuses to sign an item a notation shall be placed indicating the employee was asked to sign but refused. Such refusal is not grounds for disciplinary action.

Section 20.04 Except as required by law, no one other than Human Resources' authorized personnel shall have access to an employee's personnel file without prior consent of the employee.

### **Article XXI. Discipline and Discharge**

Section 21.01 All Bargaining Unit Members are expected to maintain high standards in their working relationships and in the performance of professional duties and to adhere to the Employer's rules and policies.

Section 21.02 No employee shall be disciplined without due process, as defined in this Article.

Section 21.03 Disciplinary paths shall not be combined; in other words, progressive discipline will be applied, as outlined in this Article, separately for each category of offense(s). For example, a disciplinary path for excessive tardiness will not be combined with a disciplinary path for failure to do lesson plans. When discipline is administered, each disciplinary "path" shall stand alone for the purpose of enforcement and recording.

Section 21.04 The Employer shall have the right to discipline or discharge Bargaining Unit Members for just cause. When such is the case, discipline shall be appropriate considering all of the facts and circumstances. Appropriate discipline may include, depending on the seriousness of the offenses and on the circumstances, discharge or any one or more of the progressive steps of discipline delineated in Section 21.06 of this Article.

Section 21.05 The Bargaining Unit Chair or designee will be given a copy of any written discipline or administrative leave imposed upon a Bargaining Unit Members within twenty-four (24) hours of such discipline.

Section 21.06 Progressive discipline shall generally include the following steps, although the Employer reserves the right to determine the appropriate level of disciplinary action considering the seriousness and the nature of the concern (for example, behaviors including use of corporal punishment, violation of law, or sexual misconduct involving minors).

- (a) Disciplinary action will not be taken without first holding a meeting with the employee to gather information and give the employee an opportunity to respond. If the employee has been given an opportunity to meet and provide information, but fails or refuses to do so, the School Leader or appropriate administrator will investigate and take appropriate action without meeting with the employee.
- (b) Verbal Warning/Redirection: If investigation reveals that disciplinary action is warranted, the employee's School Leader or appropriate administrator shall hold a meeting with the employee to discuss the concern(s) or problem(s), share the information gathered in investigation, and give the employee an opportunity to receive coaching or redirection. Redirection may be communicated in writing, such as via memo or email, in order to ensure full and clear communication and clarity about expectations.
- (c) Written Reprimand: If the problem is not resolved over a reasonable period of time, or if the problem recurs, or if after investigation the problem is deemed to be sufficiently serious to require a Written Reprimand, such will be given to the employee. A written plan of action for improvement and/or expectations to be met will also be instituted.
- (d) If one or more Written Reprimand(s) have been administered and expectations outlined in the plan of action for improvement have not been met, the School Leader shall implement further disciplinary action appropriate for the situation. The choice to use any particular form of discipline will be based on the nature of the problem and on a desire to help the employee improve or correct their conduct or performance. Those formal disciplinary actions may include, but are not limited to, formal performance improvement plan, final warnings, disciplinary suspension without pay, and/or discharge.
- (e) Disciplinary Suspension or Discharge: To initiate suspension or dismissal, the School Leader shall deliver notice of discipline in written form to the employee in person. The notice shall contain a statement of the factual basis on which the suspension or dismissal is based, any rule, standard, expectation or regulation found to have been violated, and the penalty. The employee shall also be given a copy of any documentary materials upon which such action is based, unless such sharing of documentation would violate FERPA or other confidentiality requirements.

Section 21.07 An employee shall, at their request, be entitled to have a Representative of the Union present when being disciplined or during an investigation where discipline is contemplated for the employee.

Section 21.08 An employee shall receive notice prior to an investigative or disciplinary meeting, including information about the time, location and purpose of the meeting, unless they choose to waive this notice or unless the situation is of an emergency nature which prevents prior notice.

Section 21.09 When imposing discipline or discharge, confidentiality shall be maintained at all times. This shall not unduly restrict communication between managerial employees who have a need to know.

Section 21.10 Disciplinary action shall not be based on hearsay or anonymous complaints, unless investigation revealed that such complaints were meritorious.

Section 21.11 No employee shall be publicly reprimanded.

Section 21.12 Any employee shall be permitted to submit a response or rebuttal to any disciplinary action. The response shall be attached to the discipline document and shall be placed in the personnel file along with the discipline document.

Section 21.13 In order to investigate sensitive concerns or complaints, an employee may be placed on paid administrative leave while an investigation is conducted. If the administration feels that safety or security may be at risk, the employee may be placed on unpaid administrative leave. Such action will be communicated to the employee(s) in writing. Administrative leaves will be as brief as possible and the employee will be returned to active status, or be informed about disciplinary consequences, as soon as administratively practical.

Section 21.14 Employees may utilize the grievance procedure, outlined in Article XII, to appeal discharge or discipline.

Section 21.15 Employment is continual unless terminated in accordance with this Agreement.

## **Article XXII. Seniority**

Section 22.01 Seniority will be computed from the first date of hire and will mean the amount of time continuously employed as a member of the Bargaining Unit. The Employer will prepare and present to the Union an initial list of Bargaining Unit Members containing each Bargaining Unit Member's name, position, seniority, and certification prior to October 1 of each academic year. The Union will have until November 1 of that academic year to assess the accuracy of the information contained on this list. Absent any objections by the Union, the list prepared by the Employer will be regarded as conclusive.

Section 22.02 Employees are required to deliver to the School Leader written notice of changes in their certification or academic degrees including majors/minors and, if requested, documentation of the same.

Section 22.03 Bargaining Unit Members who are on a leave of absence for one or more school years will continue to accrue seniority only during the first year of leave. Bargaining Unit Members who leave the Bargaining Unit altogether and perform other work for the Employer will have their seniority frozen until such time that they return to the Bargaining Unit. A Bargaining Unit Member will not accrue seniority while on lay-off, but will not lose previously accrued seniority if they are recalled.

Section 22.04 A Bargaining Unit Member will not accrue or maintain seniority if they are no longer employed by the Employer.

Section 22.05 In the event of a tie in seniority, any employees with the same seniority date will be considered according to the last two digits of their social security number. The higher number created by the last two digits of an employee's social security number will constitute higher seniority.

**Article XXIII.        Fair Treatment**

Section 23.01 The Employer and the Union recognize:

- (a) The Employer provides equal employment opportunity for all people without regard to race, color, religion, age, sex, national origin, non-disqualifying disability, veterans with non-disqualifying disabilities, veteran status, marital status, and any other protected characteristic under local, state, or federal law.
- (b) Violations of either the Equal Opportunity or Non-discrimination policies should be reported immediately to the School Leader, or Vice President of Human Resources. A thorough investigation will be conducted. Employees can raise concerns and make reports without fear of reprisals.
- (c) The Employer cannot honor any request that nothing be done about a complaint. Complaints and ensuing investigations will be as confidential as possible, but complete confidentiality is not possible. Any employee found to have violated either of these policies will be subject to appropriate corrective action, depending on the circumstances, up to and including termination of employment. No individual will suffer any retaliation or reprisal for raising in good faith a concern of unlawful harassment under this policy.

Section 23.02 The Employer believes in sustaining a respectful and inclusive work environment and strives to foster a community in which the dignity of every individual is respected. There shall be no harassment of employees, including sexual harassment. The Employer does not condone and will not tolerate any form of bullying or harassment and is committed to:

- (a) Maintenance of a safe workplace for all Bargaining Unit Members
- (b) Education and prevention oriented practice
- (c) The elimination of bullying and harassing conduct
- (d) Addressing bullying behavior as soon as possible
- (e) Effective problem-solving processes to address employee concerns, whether related to individual or group behavior

Section 23.03 Bullying or harassment toward a Bargaining Unit Member, whether by students, staff, or any other persons conducting business on the premises is strictly prohibited.

Section 23.04 Workplace bullying or harassment is defined as unwanted conduct, comments, actions (including electronically transmitted acts—i.e. internet, telephone or cell phone, personal digital assistant (PDA), or wireless handheld device) or gestures that affect an employee's dignity, psychological or physical health and well-being.

Section 23.05 Bullying can be physical, verbal, psychological, or a combination of all three. Bullying and harassment are behaviors which undermine, disrupt, or negatively impact another's ability to do his or her job and result in a harmful work environment for the Bargaining Unit Member(s).

Section 23.06 If a Bargaining Unit Member believes there has been bullying or harassment regardless of whether it fits a particular definition, they may choose to report the behavior and initiate the complaint resolution processes outlined in this procedure.

Section 23.07 To determine whether bullying or harassment has occurred, each situation will be examined reasonably and objectively, based on its specific facts. Conduct alleged to be bullying or harassment will be evaluated by considering the totality of the particular circumstances.

Section 23.08 Except for complaints regarding Title VI or Title IX, Bargaining Unit Members should report complaints of bullying or harassment to their School Leader, Supervisor, General Counsel, or Vice President of Human Resources. If this fails to satisfactorily resolve a concern, complaints may be reduced to writing by the complainant and given to the Employer. Once a complainant submits a written complaint the Vice President of Human Resources, General Counsel, or designee will conduct an investigation within thirty one (31) days of receiving a written complaint. Complaints regarding Title VI and Title IX should be reported and investigated according to the Academy Board's current policies.

Section 23.09 At the conclusion of the investigation the Investigator will deliver a written response to the complainant summarizing the evidence gathered during the investigation and their recommendations regarding whether or not the complaint has been substantiated. The Investigator will issue a decision regarding whether or not the complaint of bullying or harassment was substantiated. In cases where bullying or harassment is substantiated, the Investigator will also issue resolving directives.

Section 23.10 Where required to ensure the safety and well-being of the complainant(s) and/or respondent(s), the Employer may implement interim measures pending the investigation and disposition of a formal complaint.

Section 23.11 Retaliation against any person who reports, is thought to have reported, participates in an investigation or inquiry concerning allegations of bullying or harassment (as a witness or otherwise), or is the target of the bullying or harassment being investigated is prohibited and will not be tolerated.

## **Article XXIV. Developing and Supporting Professional Practice and Participatory Leadership**

Section 24.01 The Employer and the Union recognize that a comprehensive program of professional growth and development ultimately serves the students of CCA. Likewise, the Parties acknowledge their mutual responsibility to ensure the continued professional growth of Bargaining Unit Members. Therefore the Parties agree to advance the mission of CCA by continuing to explore and institute, wherever possible, best practices for professional growth and development. As set forth herein, the Employer and the Union shall collaborate in the development of in-service professional development programs for Bargaining Unit Members as a regular agenda item in the School Improvement Meetings. The Parties also recognize that CCA 's formal School Improvement Committees are the driving force for maintaining excellence in many areas important to the success of the institution. Participatory Committees are intended to strengthen the school improvement process. The Employer believes that the collaboration of Bargaining Unit Members is a key ingredient to a successful school improvement process; likewise Bargaining Unit Members recognize that in order for their input to be most meaningful, they have an obligation to participate in the collaborative process of school improvement both formally and informally. To ensure participation, School Improvement meetings will be held during non-instructional time to allow Bargaining Unit Members to attend.

Section 24.02 All Union members are welcome to suggest or recommend professional development activities that could be included on their work-site's calendar. They may advance those suggestions either individually or through their Union Representatives.

Section 24.03 The Employer shall provide the above School Improvement Committee with School Improvement priorities and the proposed budget, when available, for professional development activities at each campus. The School Improvement Committee's proposed professional development plan shall be based on the information provided hereunder. If the proposed plan is approved by the School Leader, then it will be incorporated into the School Improvement Plan and into the professional development calendar.

Section 24.04 At least one week prior to the Bargaining Unit Member's first day of work each school year, the School Leader will provide a tentative schedule for the in-service days that take place before students return to school. The schedule will include the days on which it is anticipated that Bargaining Unit Members will work in their classrooms. Staff will be notified twenty-four (24) hours in advance of any last-minute changes to the pre-student in-service schedule unless emergency situations make such notification impossible (e.g. presenter cancellation.)

Section 24.05 The Employer and the Union will collaborate, wherever possible, to foster partnerships with institutions of higher education and other organizations to provide resources for the development, content, and execution of the comprehensive program of professional growth and development, as well as other areas which may have an impact on the school improvement process referenced in this Article.

Section 24.06 The Employer and the Union shall through the above committees collaborate, wherever possible, to add value to the school improvement process by identifying financial resources that will assist Bargaining Unit Members in their formal professional development. The Employer and the Union recognize the importance of having staff trained in the areas identified by the comprehensive needs assessment and will, therefore, continue their mutual commitment to professional development in these critical areas.

Section 24.07 Bargaining Unit Members who wish to engage in individual professional development activities, outside of those sponsored by the Employer, (seminars, conferences, etc.) shall submit a written request to their School Leader describing in as much detail as possible the content of the proposed activity, anticipated cost, and the rationale for the activity with respect to district, school, and/or individual priorities thirty (30) days prior to the event when possible. Available resources shall be allocated on the basis of school needs and priorities, budget, individual development needs, and order of receipt of requests. School Leaders will notify Bargaining Unit Members if funds will be allocated as soon as possible after receiving such requests and will respond to written requests within ten (10) business days.

Section 24.08 To assist management with the evaluation of requests for individual professional development outside of those sponsored by the Employer, requests should be clear and concise. While management encourages formal and informal input into the formulation of professional development activities as part of the school improvement process, a written analysis of any proposed professional development activities' expected impact on student achievement will assist in the evaluation of the merits of such proposals. Wherever available, this analysis should include relevant data from the comprehensive needs assessment and research-based citations that support the proposed professional development activity.

Section 24.09 Professional development activity identified as part of the individual goals established through the performance evaluation process of Article XXXII herein or as part of a Performance Improvement Plan ("PIP") may be implemented at any time by the school leader with appropriate rationale

## **XXV. Communicating with the Academy Board**

Section 25.01 When members of the CCA community communicate with each other openly and directly, the work environment can be excellent, communications can be clear, and attitudes can be positive. The Employer demonstrates its commitment to the school community by responding to Bargaining Unit concerns. The Parties demonstrate this commitment by being professional, respectful and honest in communications with the Academy Board.

Section 25.02 The Union recognizes that board meetings are an important place for conducting Academy business. The Employer acknowledges that the Union is an organization that is part of the school community. Both the Union and the Academy Board have a shared interest in ensuring that CCA is a positive learning and working environment. In order to strengthen communication, a Union Representative may make a request for time on the board meeting agenda. This request shall specify the topic(s) upon which they would like to be heard so that

Academy Board members may be prepared to better address the issues that the representative plans to raise. Requests will be directed to the Academy Board Chair or designee and shall be made at least forty-eight (48) hours prior to meeting.

Section 25.03 The Academy Board will make a good faith effort to provide translation services at board meetings upon attendee requests. Requests for translation services will be made as far in advance as possible.

**Article XXVI. Organizational Chart, Job Descriptions, Work Space, Instructional Materials, Supplies, Budget Requests, and Records Training**

Section 26.01 During beginning of the year staff training, the Employer shall provide Bargaining Unit Members with an organizational chart for the district and each campus setting forth, inter alia, lines of supervision. Changes to the organizational chart shall be communicated to the Bargaining Unit in a timely fashion.

Section 26.02 All employees shall be provided with a clearly defined job description upon hire or reassignment. Job descriptions shall be updated as needed and communicated in a timely manner to Bargaining Unit Members. All job description changes shall be bargained. The Employer will make all CCA job descriptions available to the Bargaining Unit Chair or their designee.

Section 26.03 If the Employer reclassifies a job description with respect to its participation in the Bargaining Unit, such change and participation shall be collectively bargained, consistent with the provisions of Article I.

Section 26.04 All Bargaining Unit Members will be provided with space to work, to keep their personal belongings, and for instructional purposes and student learning.

Section 26.05 The Employer shall supply the instructional materials (e.g. student and teacher editions of textbooks, course packs, workbooks, whether written or electronic) and the technical support and training for the use of those instructional materials. If the Bargaining Unit Member makes a written request to the School Leader for materials or training and receives no response, then the Bargaining Unit Member may not be held accountable for failure to perform instructional duties.

Section 26.06 Bargaining Unit Members shall not be charged for missing textbooks, teacher's editions, classroom keys, electric pencil sharpeners, or other supplies or equipment unless the Member causes the theft, loss, or damage. The Employer will follow Michigan law regarding paycheck deductions for lost or damaged items.

Section 26.07 Instructional departmental teams and grade level teams may discuss and suggest instructional resources. Prior to the submission of the School Improvement Plan, the School Leader and the departmental/grade-level teams or their designee may meet with the School Improvement Team to discuss these recommendations.

Section 26.08 Prior to purchasing instructional resources, curricular programs or assessments, instructional department/grade level teams will have the opportunity to review programs or assessments under consideration. The department/grade level chair or their designee shall present a written recommendation to their respective School Leader regarding any instructional resources or curricular/assessment programs under consideration for purchase. The leadership team shall meet and confer with the reviewing department/grade level chair or their designee to discuss the department's recommendation on the curricular/assessment programs or instructional resources.

Section 26.09 The Employer will provide all Bargaining Unit Members with training within two weeks of the commencement of the instructional year in all programs used for student record keeping and in maintaining the confidentiality of the same. Employees hired after this time period will receive such training within two weeks of performing work duties.

## **Article XXVII. Academic Freedom and Freedom of Speech**

Section 27.01 Responsible academic and artistic freedom is recognized for all Bargaining Unit Members, who shall exercise such freedom within the framework of state law, the curriculum and instructional program, and school and Employer policies.

Section 27.02 All Bargaining Unit Members shall retain the right to speak publicly on any matter of concern before any public body, with the media, or with any public official. Nothing in this Article shall be construed to deny employees of any right to freedom of speech they would otherwise enjoy under law. Employees should state clearly that their expression represents personal views and not necessarily those of the school, TLG, its members, officers, or directors. Bargaining Unit Members are expected to refrain from communication that does or may interfere with a safe and orderly educational workplace environment; should not make threats or use abusive or defamatory comments about co-workers, administrators, members, officers, directors, or officials of the school or TLG; and should refrain making public expressions which they know to be false or which are made without regard for truth or accuracy with reference to TLG, the school, co-workers, officials of the school community, or its stakeholders.

Section 27.03 If contacted by the media with questions about TLG operations or management topics, except for comments on protected concerted employees are expected to direct that person to TLG's communications department or the School Leader as a first point of contact.

Section 27.04 All Bargaining Unit Members shall have the right to individually or collectively address their concerns to TLG or the Academy Board in writing or at any meeting of the Board utilizing the Public Comment process for Board meetings. Nothing in this Article shall be construed to limit the duties of the Parties to bargain collectively pursuant to law.

## **Article XXVIII. Class Size and Caseload**

Section 28.01 Class Size.

- (a) The Employer retains the right to set class sizes.

- (b) Class sizes for K-5 customarily have been twenty-seven (27) students per class period. Class sizes for middle and high school customarily have been thirty (30) students per class period.
- (c) In the event a class size issue arises, a Union Representative, the affected teacher, and the School Leader will meet to discuss and set appropriate remedial measures.

Section 28.02 Special Education Caseload. The caseload for special education teachers shall conform to Special Education - Wayne RESA guidelines for special education caseloads.

**Article XXIX.           Assignments and Students Scheduling**

Section 29.01 On or before April 1, Bargaining Unit Members may provide their School Leaders with a written statement setting forth their preferred assignments for the following school year. The failure to provide such a statement of preferred assignment shall indicate that the Bargaining Unit Member desires to continue in his or her current assignments. The School Leader shall make final determination on assignments, considering the needs of the particular school, performance, legal requirements, qualification, evaluation, expertise, and relevant experience.

Section 29.02 Bargaining Unit Members and Building Stewards shall be notified of proposed final assignments for the next school year on or before June 30, which are subject to change based on the needs of the school. Changes in course offerings after the first instructional day of each semester will be avoided whenever possible and will be based on student enrollment and/or teacher availability. The Employer will provide the Bargaining Unit Member and Bargaining Unit Chair with at least five (5) work days notification prior to making such a change, if possible. If the grade level or course title assigned to a Bargaining Unit Member changes within five (5) days prior to the first day of the semester or thereafter, the Bargaining Unit Member will be provided with compensation of a \$500 stipend. If the grade level or course title assigned to a Bargaining Unit Member changes because of a request made by that Bargaining Unit Member and approved by the school leader, the Bargaining Unit Member will not be provided with the \$500 stipend. "Course title" in this section refers to the subject/content of the course offering and not merely the title of the course offering.

Section 29.03 The Employer recognizes the importance of beginning each school year in a way that establishes a positive school culture for the rest of the year. Both Parties agree that setting student schedules in a timely manner is essential to positive first weeks of school. Bargaining Unit Members will receive an anticipated student roster, which will include student enrollment by class period, no later than three (3) work days before the first instructional day of each semester. Additional students may be added to this roster, and rosters may be modified upon enrollment at CCA and/or to accommodate graduation requirements and the needs of individual students.

**Article XXX. Instructional Planning and Preparation**

Section 30.01 The Employer and the Union recognize that effective instructional delivery depends on individual and collaborative planning and professional reflection. To this end all teachers shall receive a scheduled planning period of at least one (1) regular class period per day. Scheduled planning periods may be subject to change in the event of emergencies and other special circumstances that occur from time to time which may affect the regular daily class schedule.

Section 30.02 Planning time will typically be used for individually-directed solitary activity; however on occasion planning time may also be used, at the direction of the School Leader or the Leader's designee, for group, team or collaborative activities. Such use of planning time for group, team or collaborative activities may occur up to once per week. Co-planning will not occur the week of Parent Teacher Conferences to allow staff time to amply prepare for Parent Teacher Conferences.

Section 30.03 Lesson plans are important road maps intended to guide student learning and accomplish other important objectives. Classroom instruction should be organized, efficient, focused on student learning objectives, and aligned with appropriate state standards. Lesson plans should adhere to the criteria and deadlines for submission, and shall conform to the deadlines for submission, established by each campus's School Leader. School Leaders must provide their expectations in writing to teachers during in-service dates prior to the commencement of the school year; expectations may be modified from time to time so long as these modifications are also placed into a written directive and distributed to teachers.

Section 30.04 Bargaining Unit Members who have worked for the Employer for at least three (3) years and maintained three (3) consecutive evaluations at effective ratings or higher will not be required to submit weekly formal lesson plans. Special Education accommodations and weekly informal lesson plans will still be required to be submitted. Each School Leader will present a weekly informal lesson plan template for their building to the Building Steward one week before school starts. See appendix for informal lesson plan templates. Informal lesson plan templates are subject to change. School Leaders will meet with the Building Steward to jointly decide on any changes.

If a Bargaining Unit Member receives one (1) evaluation rating lower than effective they will be required to resume submitting weekly formal lesson plans.

**Article XXXI. School Safety.**

Section 31.01 No Bargaining Unit Member shall be required to take an action that places themselves, other employees, or students at risk of serious physical danger. The Employer shall continue to provide annual training on issues related to school safety as part of its comprehensive program of professional development.

Section 31.02 No Bargaining Unit Member shall be required to restrain a student unless they have first received training from certified instructors in appropriate methods of restraint. An

employee shall not be disciplined or reprimanded for actions taken while searching or restraining a student if they have been directed by a supervisor to conduct those activities or for actions taken while breaking up a fight, if such actions are in accordance with the policies and procedures on which the employee was trained.

Section 31.03 Bargaining Unit Members may restrain a student when a student exhibits dangerous behaviors towards self or others, when a risk of serious and imminent physical harm or injury is evident, in accordance with the Employer's policies which shall be consistent with applicable law and conveyed to all CCA students and staff on at least an annual basis.

Section 31.04 All Bargaining Unit Members are, in accordance with the Worker Disability Compensation Act, covered by Workers' Compensation Insurance. In the event of work-related injuries, Bargaining Unit Members shall immediately notify the campus administration and abide by the claims administration process. The Employer shall provide all proper forms for filing a worker's compensation and/or covered disability claim. The Bargaining Unit Member will follow the claims administration process in accordance with the Workers' Compensation Insurance Carrier.

Section 31.05 The Employer will submit property loss claims to its insurance carrier to reimburse Bargaining Unit Members for the reasonable cost of any personal property that is damaged or destroyed as the result of an assault while the Bargaining Unit Member is acting in the discharge of their duties within the scope of employment. The Employer may subrogate the claim if the Bargaining Unit Member is covered by another insurance policy. The carrier's loss determination shall be binding upon the Employer and any Bargaining Unit Member submitting a claim hereunder. No Bargaining Unit Member shall be required to utilize their personal property in the performance of their duties.

Section 31.06 The Employer will develop and enforce an official Student Handbook which will outline a student code of conduct in conformity with applicable law and that sets forth, inter alia, a student discipline and restorative practices policy for acts of misconduct. The School Leader will establish and communicate a clear policy for Bargaining Unit Members to report student misconduct and other behavior that compromises school safety. The official Student Handbook will be distributed to staff, students, and/or families within or before the first two weeks of the school year and will also be available on each campus website.

Section 31.07 The Employer will inform all Bargaining Unit Members of emergency procedures prior to the start of the student school year. These procedures shall be posted at each worksite. Staff hired after the school year commences will receive necessary training as soon as practicable. Safety will be listed as an ongoing monthly agenda item in the Staff or School Improvement Meetings.

**Article XXXII.      Evaluations**

**32.01 Evaluations**

- a. The primary purposes of the evaluation process are to promote professional growth for CCA Bargaining Unit Members, to improve the effectiveness of instruction and professional practice, and to thereby enhance student learning.
- b. The evaluation tool and process are also designed to ensure compliance with state law and stakeholder expectations or requirements (e.g. authorizer mandates) and to provide a basis, as appropriate, for decisions which may be based on performance ratings.
- c. The Marzano Focused Teacher Evaluation Model and the iObservation tool will be used to complete the evaluations.

**32.02 Instruction Observation Tool — 60% of overall rating**

- a. Observational feedback about the effectiveness of Teachers' professional practice(s) will be used for the purposes outlined in 32.01 above, and will determine 60% of a teacher's annual evaluation rating. The Parties agree that the Marzano tool provides clear, appropriate standards of professional practice for all teachers.
- b. Optional supplemental documents are for the purpose of providing teachers with instructional feedback, and as a source of additional information, evidence, and artifacts to only be used in determining a rating of the professional practices rated through the instruction observation tool.

**32.03 Measuring Student Achievement— 40% of overall rating**

- a. For returning English Learning Arts (“ELA ") and Math teachers in grades 4-8, Student Growth and Achievement Data will determine 40% of a teacher’s annual evaluation. This overall rating of 40% will consist of student growth and achievement data, and state assessment data. Of the portion of the evaluation based on student growth and achievement, 20 of 40 points will be based on student assessments measuring growth (as measured by the district purchased or district developed assessments such as NWEA, progress monitoring, approved classroom assessments, and/or common district developed assessments). Of the portion of the evaluation based on state assessment data, 20 of 40 points will be based on state assessments.
- b. For all teachers not described in Section 32.03(A), Student Growth and Achievement Data will determine 40% of a teacher’s annual evaluation and 40 of 40 points will be based on student assessments measuring growth and growth in achievement of grade level content standards (as measured by the district purchased or district developed assessments such as NWEA, progress monitoring, approved classroom assessments, and/or common district developed assessments).

- c. If a state mandate exists as to the portion of the teacher evaluation which must be based on standardized assessments, the academy will comply with such mandates. If the state enacts legislation which changes requirements or recommendations pertaining to teacher evaluation which are pertinent to this Article, this Article will automatically re-open. The parties agree to meet at a mutually-agreeable date, after such legislation is enacted, to bargain potential changes to this article. If Teacher Evaluation Weights change as a result of state legislation, such changes will automatically be adopted in Section 32.02 and 32.03, without a meeting between the parties, but with communication beforehand.

#### 32.04 Communication and Setting Goals

- a. School Leaders commit to providing protected professional development time to meet with content area/grade level/department teams along with building stewards or a union representative, to discuss student assessment measures, to be used for teacher evaluation for the current school year at each campus. This meeting will occur in the first semester of each school year. Based on this meeting, each School Leader will present to Teachers, no later than thirty (30) days after said meeting, the criteria and goals for student achievement measures to be used for teacher evaluation (“Rubric”).
  - i. If the Union is dissatisfied with the criteria and goals presented by the School Leader, they may submit an alternative proposal, no later than one (1) week after a School Leader presents the Rubric. The School Leader and the Union will meet to discuss the Union’s alternative proposal at a date to be mutually established. After such a meeting, the School Leader will make a final determination no later than one (1) week after said meeting.
- b. The School Leader will orient all Bargaining Unit Members to the evaluation process; and the observation tool no later than the end of the first academic quarter of each school year. This orientation may occur at an all-staff setting, in small groups, in one-on-one sessions, or in any other fashion that is reasonably designed to ensure full and accurate communication to all Members. Bargaining Unit Members may request a one-on-one orientation meeting. School Leaders shall not unreasonably deny such requests. If the School Leader does deny such a request, they will provide the Member a written explanation as to why said request was denied.
- c. The Leader will meet with all Teachers no later than the end of the first academic quarter of each school year to set professional practice goals, schedule at least one (1) formal observation, and identify needs to support the teacher. Individual goals may have been established at the prior year's year-end evaluation conference and may "carry over" to create the current year's goals. These meetings may occur in an all-staff setting, in small groups, in one-on-one session, or in any other fashion that is reasonably designed to ensure full and accurate communication to all Members. Bargaining Unit Members may request a one-on-one goal setting meeting. School Leaders shall not unreasonably deny such requests. If the School Leader does deny such a request, they will provide the Member a written explanation as to why said request was denied.

- i. Teachers who were rated "Minimally Effective" or "Ineffective" in the previous year or who are on a Performance Improvement Plan shall have an individual meeting for the purpose of this section.
- d. If the date or time of a scheduled formal observation must be changed, the evaluator will notify the teacher prior to the scheduled observation and the Teacher and Leader will determine an alternative date for the observation.
- e. A Teacher will not be formally observed until after the orientation process occurs.
- f. For Teachers hired mid-year, the orientation to evaluation shall occur within thirty (30) school days after hire where applicable.
- g. A Teacher may choose to have one colleague assist in establishing goals and may select a staff member from their campus to sit with them and their School Leader during a planning session.

### 32.05 Observations

- a. All teachers will be formally observed at least two (2) times as part of their evaluation. Formal observations of work performance must consist of no less than thirty (30) consecutive minutes. No more than one formal observation will be unscheduled (per MCL 380.1249).
  - i. If a teacher is rated effective or higher at Cesar Chavez Academy for three (3) consecutive years, the teacher will be formally observed at least one (1) time as part of their evaluation. Formal observations of work performance must consist of no less than thirty (30) consecutive minutes. This formal observation will be unscheduled.
- b. All formal observations will be performed by a teacher's School Leader, Assistant School Leader, or Instructional Coach.
- c. Teachers will only be observed by someone who is trained and qualified to conduct teacher observations. Evaluator training will include using the observation tool for observing and debriefing teacher performance.
  - i. The Employer will provide the Union with a list of all approved, trained evaluators. by October 1 of each school year.
- d. Informal observations and walkthroughs will only be conducted by the teacher's School Leader, Instructional Coach, lead teacher, department head, RTI coach, or other appropriate administrative representative as designated by the School Leader. These informal observations will be utilized to provide additional evidence for the Instruction

Observation tool (see above) as well as to provide the teacher with coaching and guidance for improvement. Informal observations may be either scheduled or unscheduled, but the time, date, and observational data must be documented to be incorporated into the evaluative rating.

- e. Observation and evaluation feedback will be delivered electronically to Teachers through the iObservation system. Teachers will read and electronically acknowledge receipt of the feedback of the midpoint and final evaluations in the iObservation system within ten (10) school days of receipt.
  - i. If desired by either the Teacher or the School Leader or Assistant School Leader, the School Leader or Assistant School Leader will personally confer with the Teacher about the midpoint or final evaluation feedback within five (5) school days of the teacher receiving the feedback, unless a later date is mutually agreed upon.
  - ii. If the Teacher does not make himself/herself available to confer about the midpoint or final evaluation when requested, the midpoint or final evaluation will be deemed final.
- f. A Teacher may request additional informal observations from an observer of their choice, provided they fit the criteria established in 32.05(C) above. The School Leader will not unreasonably deny such a request. These observations will be incorporated in determining the Teacher's evaluation rating(s). A teacher who qualifies under 32.05(a)(i) shall receive a scheduled formal observation if requested.
- g. Video feedback shall be used as a part of the observation process only if there is mutual agreement between the Teacher and the School Leader to do so.
- h. All observations of instructional performance shall be conducted openly and with knowledge of the Teacher. Only ethical and professional means and procedures shall be used to gather evaluation information.
- i. If observations are conducted after May 15, the feedback window outlined in 32.05(E) above will close no later than June 15.

#### 32.06 Year-End Evaluation Process

- a. Evaluations shall be conducted by the Bargaining Unit Members' School Leader in the same building. All evaluators must be trained in the evaluation process.
- b. Evaluations will be conducted annually for each Bargaining Unit Member.

- c. The School Leader shall meet with each Teacher for a summative evaluation conference no later than June 15 of each school year. The Teacher shall receive a copy of their entire written evaluation via the iObservation system. The document will be signed or electronically acknowledged at the time of the conference. Signature/electronic acknowledgement will only signify that the Teacher has seen and read the evaluation. Either the School Leader or the Teacher may request that a Union Representative, another administrator, and/or both attend the conference.
- d. A printed copy of the evaluation, reflecting electronic acknowledgement/signature, with the Bargaining Unit Members' comments attached if applicable, shall become part of the Bargaining Unit Member's personnel file.
- e. The Leader shall provide an individual professional plan for a teacher who is identified as "ineffective" or "minimally effective," or equivalent categories based on a state-mandated evaluation tool, if applicable. A Performance Improvement Plan may also be initiated at any time during the school year if a significant deficiency exists in the Bargaining Unit Member's instructional performance. No Teacher shall be required to incur a cost for completing components of the individual professional development plan.
- f. Teachers who are working on an individual Performance Improvement Plan will receive clear measurable goals for specific areas of improvement to improve their evaluation rating, applicable reasonable support and training to help them progress towards these goals, a timeframe in which progress will be monitored, and potential outcomes at the conclusion of the plan.
- g. A Teacher may appeal their summative evaluation score within five (5) days of receiving their summative evaluation. Appeals will be submitted in writing to their School Leader and specifically identify the reason for such an appeal. The School Leader will provide the teacher the opportunity to present additional evaluative evidence. If a teacher has been evaluated effective for three or more consecutive years and is rated ineffective they may request a review of the evaluation and the rating by the Vice President of Human Resources. The request must be submitted in writing within five (5) days after the teacher is informed of the rating. Upon receipt of the request, the Vice President of Human Resources shall review the evaluation and rating and shall make any modifications as appropriate based on his or her review. The outcome for all evaluation score appeals will be determined by July 15.
- h. The Employer will not make evaluation scores public except as required by law.

### 32.07 Evaluation Non Instructional Bargaining Unit Members

- a. Evaluations shall be conducted by the Bargaining Unit Members' School Leader in the same building. All evaluators must be trained in the evaluation process.

- b. The School Leader will share the appraisal and development tool with each Guidance Counselor or Social Worker no later than the end of the first academic quarter of the school year.
- c. Guidance Counselors and Social Workers will be evaluated using a performance appraisal and development tool that identifies standards of professional practice and clearly defines the criteria used to determine whether those being evaluated are below, meeting, or exceeding performance standards for each standard of professional practice.
- d. No later than June 15, the School Leader shall meet with each Guidance Counselor and Social Worker for a summative evaluation conference. They shall receive a copy of their entire written evaluation, signed by both the School Leader and the Guidance Counselor or Social Worker at the time of the conference. Signatures will only signify that the Guidance Counselor or Social Worker has seen and read the evaluations. Either Party may request a Union Representative, another administrator and/or both to attend the conference.

Sections 32.07(D)-(H) shall also apply to Guidance Counselors and Social Workers.

#### 32.08 Scoring of Teacher Evaluations

- a. Scoring of the Student Achievement Component: Each assessment shall be weighted up to forty (40) points. The points to be awarded for each assessment shall be defined through the process described in item 32.03 above, establishing the rating(s) to be assigned to various levels of student achievement as compared to established goals.
- b. Scoring of the Instruction Component
  - i. Each of the Elements in the Marzano Focused Teacher Evaluation Model will be rated according to the descriptions in the iObservation tool and materials. These ratings will be used to provide teachers with feedback during post-observation conferences throughout the year.
  - ii. At observation conferences, the observer will use their observational artifacts and other walkthrough tools to discuss the observer's feedback and give ratings on the Elements observed. Observational artifacts and walkthrough tools will be aligned to the Elements in the rubric. The observer will inform the teacher how their performance during the observation would correlate to the ratings of performance on the rubric. Parties understand that every Element will not necessarily be observed and rated during an observation, however Elements not observed may be discussed during the observational conferences. Parties understand that teachers will be provided with an electronic copy of the observational report.
  - iii. Parties also understand that there may be additional occasions during the year when teachers receive feedback about performance as a result of information obtained other than through a formal or informal observation. During such

occasions, an informal observation will be conducted to convey the feedback, referring to Elements which are pertinent to the topic.

- iv. Teachers may submit relevant artifacts of their instruction at any time throughout the year. The evaluator will use these artifacts and any others that they have collected to (1) provide an overall snapshot of how that Teacher is performing according to the rubric and (2) inform the Teacher how the relevant Elements are being rated in the summative evaluation.
- v. For the summative year-end evaluation, all formal and informal observation ratings will be averaged to arrive at a final instructional practice score. The final instructional practice score is then combined with the student data score to provide the evaluation rating.

### 32.09 Non-Evaluative Observations

From time to time, other individuals (including but not limited to the intermediate school district, authorizer, state department of education, Leona support departments, and others) may conduct walkthroughs or observations at the academy. These entities or individuals may provide feedback to Leaders and in turn to individual teachers; however the feedback, if any, will not be documented in the iObservation tool nor will it be directly reflected in the Teacher's annual evaluation.

## **Article XXXIII. Compensation**

The parties acknowledge that in order for bargaining unit members to receive and sustain compensation rewards, the school must be in a position to grant such rewards.

### 33.01 School Year 2022/2023 Raises

For school year 2022/2023, the Employer has budgeted a raise pool, to be distributed as follows:

- A. 5% Raise for all Bargaining Unit Members..
- B. Raises will be implemented for eligible Members on August 31, 2022 (the first pay of the new year).
- C. To be eligible for salary increase, the Member must be actively employed and at work, in a Unit position, when the 2022/2023 school year begins.
- D. Members who are not actively at work at the beginning of the 2022/2023 school year (e.g. on sick leave or on unpaid parental leave) will receive the increase upon their return to work. The raise will be prorated upon return to work, taking into account the portion of the school year remaining during which they will be actively working.

### 33.02 Conditions for Receiving Future School Year Raises

For school years 2023/2024 and each of the remaining school years covered by this CBA, the Employer shall appropriate funds for salary increases for Members if both of the following conditions are met:

- A. The district retained at least 90% of its overall targeted enrollment in the most recent spring certified count.
- B. Sufficient cash reserves exist at June 30 of the preceding year to meet the “Days Cash on Hand and Debt Service Ratio” covenant obligations in the current year based on the proposed budget submitted to the board for approval.

33.03 Future School Year Raises

Provided the conditions above are met for school years 2023/2024 and each of the remaining school years covered by this CBA:

2023/2024

- A. \$2500 increase to base salary for each Member whose performance rating is Effective.
- B. \$2600 increase to base salary for each Member whose performance rating is Highly Effective.
- C. \$1200 increase to base salary for each Member whose performance is Minimally Effective.
- D. Raises will be implemented for eligible Members on August 31 (the first pay of the new year)
- E. To be eligible for the salary increase, the Member must be actively employed and at work, in a unit position, when the school year begins.
- F. Members who are not actively at work at the beginning of the 2022/2023 school year (e.g. on sick leave or on unpaid parental leave) will receive the increase upon their return to work. The raise will be prorated upon return to work, taking into account the portion of the school year remaining during which they will be actively working.

2024/2025

- A. \$2500 increase to base salary for each Member whose performance rating is Effective.
- B. \$2600 increase to base salary for each Member whose performance rating is Highly Effective.
- C. \$1200 increase to base salary for each Member whose performance is Minimally Effective.
- D. Raises will be implemented for eligible Members on August 31 (the first pay of the new year)
- E. To be eligible for the salary increase, the Member must be actively employed and at work, in a unit position, when the school year begins.
- F. Members who are not actively at work at the beginning of the 2022/2023 school year (e.g. on sick leave or on unpaid parental leave) will receive the increase upon their return to work. The raise will be prorated upon return to work, taking into account the portion of the school year remaining during which they will be actively working.

### 33.04 Salary Cap

Bargaining Unit Member salaries will be capped at \$82,000 for the duration of the Agreement. Once a Bargaining Unit Member reaches the salary cap, they will receive a lump sum payment in lieu of an increase to base salary. The lump sum payment will be equal to what the increase to the base salary would have been.

The compensation article will be reopened to negotiate year four and five compensation for the 2025/2026 and 2026/2027 school year.

### 33.05 Benefits

Bargaining Unit Members shall be eligible to participate in the health, life and accident, disability, paid time off, and other employee benefit programs as are offered to all TLG managed schools in Michigan. Changes to health insurance shall be collectively bargained.

### 33.06 Extra-Pay Activities

Extra-pay positions must be posted and applied for annually.

Unit members may be assigned multiple extra-pay assignments as long as the activities do not overlap and that all qualifications/criteria listed in the extra-pay postings are followed.

Content/Grade Level Chair/Lead: \$2000

#### **Summer School**

All summer school teaching positions for summers 2022-2024 will be paid at a rate of \$60 per hour. Summer school teaching positions for summers 2025 & 2026 will be paid at a rate of \$35 per hour.

#### **After-school Tutoring**

\$60 per hour through Summer 2024. After-school Tutoring will be paid at \$30 per hour for the Summers of 2025 & 2026.

#### **Robotics Coach**

Robotics Head Coach: \$30 per hour

Robotics Assistant Coaching: \$20 per hour

## **Article XXXIV Virtual Teaching and Learning**

Section 34.01 In the event an emergency requires a worksite to close, the school leader may elect to have students and Bargaining Unit Members engage in virtual learning. Bargaining Unit Members will be notified of the switch to virtual learning as soon as practicable.

Section 34.02 Teachers may be required to provide virtual learning for quarantined or isolating students due to COVID-19. The School Leader will confirm evidence of a positive test from a testing facility. Virtual teaching under these circumstances will consist of: Turning on the camera, taking attendance, sending home a packet of work for the week or using google classroom to assign work, and collecting the assignments.

Section 34.03 Bargaining Unit Members will not be asked to use personal devices. Employer will provide the necessary technology, professional development, curriculum and materials necessary for virtual learning.

# APPENDIX

**Cesar Chavez Academy Lower Elementary- Informal Lesson Plan Template**

Teacher:

Week of:

Reading	Monday	Tuesday	Wednesday	Thursday	Friday
Standard					
Activity					
Checking for Understanding					

Writing	Monday	Tuesday	Wednesday	Thursday	Friday
Standard					
Activity					
Checking for Understanding					

Math	Monday	Tuesday	Wednesday	Thursday	Friday
Standard					
Activity					
Checking for Understanding					

Science/ Social Studies	Monday	Tuesday	Wednesday	Thursday	Friday
Standard					
Activity					
Checking for Understanding					

**Cesar Chavez Academy Upper Elementary- Alternative Lesson Plan Template**

Teacher: **Walley**

Week of: **December 13, 2021**

Reading	Monday	Tuesday	Wednesday	Thursday	Friday
Standard/s	RL4.1, RL4.3	RL4.1, RL4.3	RL4.1, RL4.3	RL4.1, RL4.3	RL4.1, RL4.2
Unit and lesson	ReadyGen, Unit 2, lesson 5	ReadyGen, Unit 2, lesson 5	ReadyGen, Unit 2, lesson 5	ReadyGen, Unit 2, lesson 5	ReadyGen, Unit 2, lesson 5
SpEd/EL Accommodations	EL-read assignment to them, reduce problems JR- read with partner, work on problems 3 and 4 KC-read test to them, reduce problems JR-read test to them, reduce problems	EL-read assignment to them, reduce problems JR- read with partner, work on problems 3 and 4 KC-read test to them, reduce problems JR-read test to them, reduce problems	EL-read assignment to them, reduce problems JR- read with partner, work on problems 3 and 4 KC-read test to them, reduce problems JR-read test to them, reduce problems	EL-review in small group JR- review in small group KC-review in small group JR-review in small group  Fill out	Read test to all special education students, reduce problems, test in small group

Writing	Monday	Tuesday	Wednesday	Thursday	Friday
Standard/s					
Unit					
Lesson in Unit					
SpEd/EL Accommodations					

Math	Monday	Tuesday	Wednesday	Thursday	Friday
Standard/s					
Unit					
Lesson in Unit					
SpEd/EL Accommodations					

Science/ Social Studies	Monday	Tuesday	Wednesday	Thursday	Friday
Standard/s					
Unit					
Lesson in Unit					
SpEd/EL Accomm.					

CCAMS Middle School					
Informal Lesson Plan Template 2022-23					
Subject:	Grade Level:		Week of:		
	Monday	Tuesday	Wednesday	Thursday	Friday
Common Core State Standard					
Objective/learning target(s)					
Lesson Activities					
Assessment (Include formative and summative methods)					
Accommodations, Modifications and Differentiation Strategies (Consider special populations)					

## Cesar Chavez Academy High School- "subject" Curriculum Map - Quarter 1

Quarter 1 (Standards that students need to be Proficient in for Quarter 1)

Unit Start Date	Unit End Date	Standards	Unit Objectives	Learning Activities/Assessment (Performance task, Project)	EL Accommodations (per unit of instruction)	Resources

Unit Start Date	Unit End Date	Standards	Unit Objectives	Learning Activities/Assessment (Performance task, Project)	EL Accommodations (per unit of instruction)	Resources

Unit Start Date	Unit End Date	Standards	Unit Objectives	Learning Activities/Assessment (Performance task, Project)	EL Accommodations (per unit of instruction)	Resources

Unit Start Date	Unit End Date	Standards	Unit Objectives	Learning Activities/Assessment (Performance task, Project)	EL Accommodations (per unit of instruction)	Resources

Exhibit A

Layoff Rubric

Position Affected \_\_\_\_\_

Date \_\_\_\_\_

**Scoring Factors**

<b>Employee Name</b>	<b>Performance</b>	<b>Experience</b>	<b>Credentials</b>	<b>Measurable Participation in Qualified Activities</b>	<b>Total Points</b>
A					
B					
C					
D					
E					
Etc.					