

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION**

**of the**

**CEDAR SPRINGS PUBLIC SCHOOLS**

**and the**

**CEDAR SPRINGS EDUCATION ASSOCIATION**

**(CSEA/MEA/NEA)**

**Effective Date: July 1, 2021 - June 30, 2024**

**Cedar Springs Public Schools Cedar Springs, MI 49319**

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## **AGREEMENT**

This Agreement is entered into as of the 1st day of July, 2021, by the Board of Education of Cedar Springs Public Schools of Kent and Newaygo Counties, Michigan, (the “Board”) and the Cedar Springs Education Association (the “Association”), which is affiliated with the Michigan Education Association (the “MEA”), and the National Education Association, (the “NEA”).

This agreement extends through June 30, 2024.

### **ARTICLE 1 RECOGNITION**

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

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

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

- B. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement.
- C. Despite reference to the Board or the Association as such, each reserves the right to act by committee, individual member, or designated representative; professional or lay, whether or not a member. Each party will provide the other, upon written request, satisfactory evidence, such as official minutes or certificate of resolution, of authority so to act.
- D. Nothing in this Agreement shall operate retroactively unless expressly so stated.

- E. In the event that legislation affecting language stricken from previous Master Agreements is repealed or overturned, those items will be reconstructed through the use of existing board policy and mutually agreed upon administrative guidelines (where applicable). In the event that no Board policy exists covering the removed subjects, previous contract language may be reinstated into the existing Master Agreement. All reconstructed/reinstated changes will be collaboratively agreed upon through a letter of agreement by the Association and the Board.

**ARTICLE 2**  
**MEMBER RIGHTS**

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

**ARTICLE 3**  
**RIGHTS OF THE BOARD**

- A. The Board, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested to it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality foregoing the right, provided that within these rights and responsibilities the Board will not violate the provisions of this Agreement:
  - 1. To the executive management and administrative control of the school system and its properties and facilities.

2. To construct, acquire, and maintain school buildings and equipment.
3. To hire all members and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to assign, transfer, promote, and supervise all such members; and to establish and revise rules pertaining to the conduct of the members.
4. To establish educational policy, grades, and courses of instruction including special programs, and provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.

**ARTICLE 4**  
**STUDENT DISCIPLINE AND MEMBER PROTECTION**

- A. The Board recognizes its responsibility to give support and assistance to members as to the maintenance of control and discipline in the classroom. Whenever it appears in the judgment of the classroom members and building principal, that a particular student requires the attention of professional persons (special counselors, social workers, law enforcement personnel, physicians, or etc.) and IDEA's Child Find considerations, Student Threat Assessment Team, and/or the student code of conduct have been considered, the Board will relieve the member of the responsibilities as to such student.
- B. A member may exclude, and immediately arrange escort to the principal's office, a student from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the member will furnish the principal, that day, particulars of the incident, which may be in writing. The student shall not be returned to the class until after he/she has had consultation with the principal or assistant principal and/or member. As soon as possible after a student is removed from the class, the member shall ask the student's parent or guardian to attend a parent-teacher conference regarding the suspension.
- C. Any case of assault upon a member or malicious damaging or destruction of personal or school property shall be promptly reported to the building principal, the Superintendent and the Board. The Board will provide such assistance as it deems necessary or advisable in connection with the handling of such incidents by law enforcement officials, provided that this provision shall not be construed to mean that the Board will be obligated to provide or bear the cost of legal counsel to any member involved in such an incident.

- D. Time lost by a member in connection with litigation arising out of any incident mentioned in Paragraph C immediately above shall not be charged against the member. The Board will reimburse the members for any loss, damage or destruction of clothing or personal property from any incident mentioned in Paragraph C immediately above while the member is on duty for the school, provided that if the member involved is insured against such loss, the Board shall be responsible only to the extent of any deductible involved.

**ARTICLE 5**  
**NEGOTIATIONS**

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

**ARTICLE 6**  
**MEMBER HOURS**

**A. Work Day**

- 1. It is agreed that the work day of the members shall be seven (7) hours that includes a total of twenty (20) minutes before and/or after school (10 before, 5 after may be assigned for supervision within the building), a thirty (30) minute

duty-free, uninterrupted lunch period for grades (6-12) and a thirty-five (35) minute, duty-free uninterrupted lunch period for grades (PreK-5), to be arranged by each building.

2. Before August 1, the arrival and dismissal times of the work day shall be mutually established by the administrative and management teams to maintain continuity of schedules with area programs in which students are involved.
3. The arrival and dismissal times for a particular member may be altered to provide programs/courses for students that cannot otherwise be scheduled during the regular school day, provided, however, that no member will be assigned to teach a class before or after school without his/her prior agreement.
4. Members may be asked to support the maintenance of a safe school environment by supervising students within the building during the ten minute window prior to the beginning of the first class period and during the five minute window following the last class period of the day.
5. Lunch periods will be adjusted as needed to accommodate the student needs as determined by each building and educational program.

## **B. Teaching Loads**

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

### Secondary (Grades 6 - 12)

- 10 minutes before bell (may be assigned for supervision within the building)
- 5 hours, 13 minutes instruction/passing time
- 57 minutes preparation period
- 30 minute duty free lunch
- 5 minutes after bell (may be assigned for supervision within the building)

**Average weekly instructional time = Twenty-six (26) hours and five (5) minutes**

### Elementary (Grades K-5)

- 10 minutes before bell (may be assigned for supervision within the building)
- 5 hours, 15 minutes instruction/passing time
- 50 minutes preparation period
- 35 minute duty free lunch
- 5 minutes after bell (may be assigned for supervision within the building)

**Average weekly instructional time = Twenty-six (26) hours and fifteen (15) minutes**

2. The Board will endeavor to assign regular part-time teachers consecutive class assignments during their scheduled work day to avoid assignments not connected by preparation periods or other duty-free time.
3. Part-time members will be required to attend all staff development programs scheduled during the normal working day and regularly scheduled member meetings, unless excused by their building principal.
4. If a member is assigned to more than one building, the staff member must attend meetings and in-service as mutually agreed upon by the staff member and the administrators involved.

**C. Preparation Periods.**

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

**1. Secondary Preparation Time.**

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

**2. K-8 Preparation Time.**

- a. Teachers in grades K-8 shall also be provided with duty-free recess periods when and if recess periods are provided.
- b. Elementary (self-contained) teachers shall receive a continuous daily preparation period not less than fifty minutes in length.
3. Encore/Specials teachers, and all special education teachers shall be provided with continuous preparation time, within the framework of the instructional day equivalent to the time allotted to the teachers as mentioned above based on assignment.
4. If a teacher has begun his/her normal teaching day and is unable to continue his/her teaching duties, an administrator may request another teacher to supervise the classroom during his/her preparation period, for that day only. The teacher who does the supervising is to be paid according to provisions set forth in Article 13.E.
5. All teachers must remain in their assigned building during their preparation periods unless their building principal specifically approves their leaving this

building. Teachers may leave their assigned building during their lunch periods.

6. Regular part-time personnel preparation period will be according to the length of the assigned teaching hours; a  $\frac{1}{2}$  time position will be 50% of regular prep period,  $\frac{3}{4}$  time position will be 75% of the regular prep period.
7. Teachers can be asked to teach during a preparation period for compensation (Article 13.E) or, if the teacher chooses, compensatory time, provided, however, that no teacher may be required to do so more than two (2) times in any given contract year.

Compensatory time may be taken in one-half (.5) day or full day units. Two weeks' advance notice must be given to the building principal. All compensatory time must be used prior to the last two (2) full weeks of school. Compensatory time will not be used during parent/teacher conference sessions or to extend a scheduled vacation. At the end of the school year, any compensatory time of six (6) hours or less or any compensatory time earned during the last two (2) full weeks of school, may be carried over to the next school year, but cannot be taken until after the first two (2) full weeks of school. Teachers must notify the building principal by June 1 of each school year as to their desire to carry over compensatory time or be paid for it.

#### **D. Building Meetings.**

1. Building principals shall have the option of holding not more than sixty (60) minutes of staff meetings each month, which shall not be split into more than two (2) thirty (30) minute meetings.
2. Building administrators will consult and collaborate with department/grade level chairpersons when constructing meeting agendas. The agenda will be crafted to meet the needs of the District Strategic Plan and/or continuous improvement goals. Unless extenuating circumstances occur, written notice of agenda will be provided at least two (2) working days prior to meeting with five (5) working days advance notice if there are materials to be reviewed.
3. Any additional meetings for an entire building staff shall be voluntary.
4. All staff will meet for forty-three (43) hours for the purpose of collaboration (Appendix F). Thirty-eight (38) of those hours will count toward the state mandated hours of instruction. Eighteen (18) of these hours will be designated PLC time. Twenty-five (25) of these hours will be designated as SD (Staff Development).

SD = Staff Development time is to be led by building or District level

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

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

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

**E. Grade Level Meetings.**

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

**F. Job Sharing.**

**1. Application.**

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

**2. Restrictions and Waivers.**

- a. Prep period will be assigned and will be according to the length of the assigned teaching hours; a  $\frac{1}{2}$  time position will be 50% of regular prep period,  $\frac{3}{4}$  time position will be 75% of the regular prep period.

**3. Compensation System.**

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

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

**4. Step Advancement.**

Job share members shall move a full step on the salary schedule, Appendix A, for each year employed, regardless of the percentage of the appointment unless a successor agreement is not reached and wages and step advancement is frozen under PA 54.

**ARTICLE 7**

**CLASS SIZE AND WORKING CONDITIONS**

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

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

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

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

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

**Relief Procedure:**

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

**B. Grade Level and Departmental Chairpersons.**

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

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

**ARTICLE 8  
RETIREMENT**

**A. Severance Pay.**

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

**B. Eligibility.**

To be eligible for benefits under this program,

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

**ARTICLE 9**  
**LEAVES OF ABSENCE**

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

**A. Paid Leave.**

1. These days may be used for personal illness, illness of a family member, medical appointments, and funeral days.
2. To qualify for a paid leave day, the employee must give notification to the proper administrative official by 6:30 a.m. the day requested. Advance notification will be given when possible.
3. Employees who leave during the instructional day because of illness, will have one-half day deducted from their paid leave day allowance.
4. Days on which an employee is in attendance at professional conventions, visitations to other schools and school systems, educational conferences and meetings, speaking engagements, will not be regarded as absences if prior administrative approval has been granted. Therefore, no deduction of a day or days from the paid leave days will occur.
5. Paid leave days may be taken in half-day or full-day units.
6. A doctor's excuse is required for sick leave days preceding or following holidays or vacations. Employees must give proper notification, as explained above, to the appropriate administrator. The administrator will discuss the absence with the Superintendent or designee. If mutual agreement is reached, no documentation is needed.
7. Unused paid leave days may accumulate without limit.
8. Each employee may use up to four (4) paid leave days per year for the employee's personal business. It is intended that personal business will be available to use at the employee's discretion. Unused personal leave will be accumulated from year to year as accrued sick leave.
  - a. Notice of personal business leave shall be given ten (10) days in advance of the day of the leave except in cases of an emergency.
  - b. Requests for personal leave days that fall before or after a non-student day or on a professional development day, shall be granted only in emergency

or extraordinary situations and must be approved by the principal and the Superintendent.

9. For all sick leaves of three or more consecutive days, the board may require a physician's certificate verifying physical/mental illness or disability which prevents the teacher from fulfilling his or her teaching responsibilities.

**B. Accrued Paid Leave Days.**

1. Employees may utilize accrued paid leave when they are unable to work due to one of the following:
  - a. Illness, injury, or other "qualifying condition" as covered under the Family and Medical Leave Act of 1993.
  - b. **Funeral Attendance.** Leave shall be granted for member to attend a funeral. Additional days for specific funeral leaves requested by the member may be granted at the discretion of the Superintendent.

**C. Family and Medical Leave Act of 1993**

1. The employer will provide up to a total of twelve (12) weeks of unpaid leave during a rolling 12- month period measured backwards from the date the employee uses FMLA leave as per the Family and Medical Leave Act of 1993. An eligible employee may take FMLA leave for any qualifying event.
2. During the leave period, the employee is not entitled to unemployment compensation benefits, even if the leave is unpaid.
3. **Eligibility.**  
To be eligible for family or medical leave, an employee must have been employed by the employer for at least 12 months and worked at least 1,250 hours during the prior 12-month period.
4. **Leave schedule.**
  - a. Where leave is to be taken for the birth or placement of a child for adoption or foster care, the leave may not be taken intermittently or on a reduced leave schedule unless the employee and employer agree otherwise.
  - b. Where leave is taken to care for a sick family member or due to the employee's own serious health condition, leave may be taken intermittently or on a reduced schedule when medically necessary (partial days or weeks).

**5. Notice of Leave.**

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

**6. Certification.**

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

**7. Restored Employment.**

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

**8. Health Care Coverage.**

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

**D. Child Care Leave.**

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

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

**E. Bereavement Leave.**

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

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

**F. Sick Bank.**

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

**G. Disability Leave**

1. A disability leave of absence will be granted to employees who have been absent for more than twelve (12) weeks because of a non-work related injury, illness, or other disability, subject to the right of the Employer to require a physician's certificate establishing that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability.
2. During a disability leave of absence, the employee must use all available paid leave time. When the employee exhausts available paid leave time, the employee's remaining leave will be unpaid. The employee may continue his or

her insurance benefits, at their own expense, under COBRA. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. At the completion of the twelve (12) month period, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from his/her treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave.

3. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability.
4. In a situation where the employee's physical or mental condition raises a question as to the employee capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this Section.
5. Employees who request a leave of absence under this section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained.
6. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as far in advance as possible. All employees returning to work from a disability leave of absence must present a physician's certificate indicating the employee is medically able to return to work.

#### **H. Worker's Compensation.**

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

**ARTICLE 10**  
**PERSONAL AND PROFESSIONAL LEAVES**

**A. Leave Conditions**

**1. Career Enrichment Leave**

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

**2. Sabbatical Leave**

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

**3. Witness Leave**

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

**4. Jury Duty Leave.**

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

**5. Military Training or Emergency Duty Leave.**

Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the

National Guard shall be granted a leave of absence for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

**6. Association Leave.**

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

**B. Additional Leave Conditions.**

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

1. All leaves shall commence and/or end at the beginning of a semester, provided that the Board, in its sole discretion, waives this policy in special circumstances.
2. The maximum length of any leave shall be one (1) calendar year in addition to any partial contract year where applicable.
3. All leave shall be requested in writing to the Superintendent's office at least thirty (30) days in advance of a leave requested and by July 1 for a leave requested to commence at the beginning of the school year.
4. Written notice of an employee's intention to return from a leave must be given to the Superintendent's office by March 1st for a return from a leave commencing at the beginning of the school year and at least sixty (60) days' prior written notice shall be given to the Superintendent's office for a second semester return from leave.
5. While on a leave of absence (except taking leave according to the Family and Medical Leave Act of 1993) an employee may maintain his/her own insurance benefits at the employee's own initiative and on a pre-paid, self-pay basis wherever that conforms with the policy of the applicable insurance carrier.
6. A second leave of absence within three (3) years of a prior leave is totally within the discretion of the Board, except an extended child care leave.

7. An Employee returning from a leave of absence shall not receive experience credit for any purpose for the time encompassed by any leaves under this Article; however, time spent on an approved leave shall not break seniority under this provision.
8. No benefits shall accrue to an employee during leave of absence; however, upon a return from a leave an employee's unused sick leave benefits, seniority, and salary increments which had been accumulated at the time the leave commenced shall be restored to the returning employee.
9. Written applications for not more than one (1) additional year's leave of absence shall be submitted to the Board not later than March 1 for any leave due to expire and not later than ninety (90) days prior to the expiration of a leave which is due to expire at the end of the school year. Extensions of leaves shall be at the sole discretion of the Board.
10. If an employee notifies the Board of his/her intention to return from a leave and in fact fails to return for work, that employee agrees to reimburse the Board for any unemployment compensation liability incurred by the Board because of unnecessary lay-offs of employees caused by said request to return to work by the employee on leave. Exceptions to this provision will be granted when circumstances and events are beyond the direct control of the employee.
11. No leave of absence shall be used for employment in any other educational institution, except as specifically provided to the contrary herein.

**C. Other Leaves.**

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

## ARTICLE 11 INSURANCE

### **A. Group Insurance Programs.**

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

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

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

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

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

### **B. Employees Not Selecting Health Insurance Coverage.**

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

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

**C. Payment of Group Insurance Costs.**

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

**D. Obligation to Continue Insurance Payments.**

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

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

**E. Changes in Family Classification**

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

**F. Contribution to an HSA**

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

**ARTICLE 12**  
**GRIEVANCE PROCEDURE**

- A. A claim by a member or group of members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement, may be processed as a grievance as hereinafter provided. The Cedar Springs Education Association President or his/her designee is the local agent responsible for the processing of grievances.
- B. If a member, group of members or the Association, believes there is a basis for a grievance, he/she shall, within seven (7) school days of the occurrence of the grievance, first discuss the alleged grievance with his/her building principal.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, the member, within seven (7) school days of the discussion with the building principal as called for in B above, may invoke the formal grievance procedure through the Association on the form set forth in Appendix D signed by the grievant, which form shall be available from the Association representative in each building. A signed copy of the grievance shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- D. Within five (5) school days of the receipt of the grievance, the principal and the Association President or designee shall meet with the grievant in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.
- E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from the date of filing, whichever shall be later) the grievance shall be delivered to the Superintendent. Within five (5) school days of receiving the grievance, the Superintendent or designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.
- F. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from the date of filing, whichever is later), the grievance shall be delivered to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting (or two (2) calendar weeks, whichever shall be later), may hold a hearing on the grievance, or give

such other consideration as it shall deem appropriate. The Board must render a disposition of the grievance in writing no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the grievant and the Association.

- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, within twenty (20) school days from the disposition of the Board, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Further, the arbitrator shall not have jurisdiction to review a grievance that constitutes a prohibited bargaining subject. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. Grievances involving questions of law or matter within the jurisdiction of the Teacher Tenure Commission shall not be arbitrated, but may be submitted to the court or commission having jurisdiction to determine such matters.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. The time limit provided in this Article shall be strictly observed but may be extended by mutual written agreement of the parties.
- J. No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of members shall be the sole responsibility of the Association.
- K. A member engaged during the school day with any representative of the Board in any professional grievance negotiations, including arbitration shall be released from regular duties without loss of salary.

## **ARTICLE 13**

### **PROFESSIONAL COMPENSATION**

#### **A. Annual Salaries.**

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

required for a full school year. A member who works less than a full day's schedule shall receive a prorated salary determined by the ratio of the number of hours worked to the number of hours in a full day's schedule.

**B. Interpretation of Schedule A.**

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

**1. Salary Steps.**

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

**2. Certificate Column.**

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

**C. Salary Payment.**

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

**D. Extra Teaching Assignments**

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

$$\frac{\text{Number of Overload Minutes taught per week}}{\text{Maximum Teaching load per week}} = \text{Actual Teaching Ratio}$$

$$\frac{\text{Actual Teaching Ratio}}{\text{Current Salary}} = \text{Annual Overload Salary}$$

**Example:**

HS Teacher overload minutes = 339 minutes  
HS Teacher maximum teaching hours = 26 hours/50 minutes = 1610 minutes  
 $339/1610 = .211$   
.211 x Salary - \$42,175 (MA step 4) = \$8,898.93 Annual Overload Pay

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

**E. Other Assignments**

1. For a teacher who is already an employee of the district taking an additional assignment, the teacher will be compensated at **.099** percent of the entry level BA teacher schedule. These assignments are defined below:

- a. **Substitute Teaching** - A teacher who is already an employee of the District taking a substitute position in excess of his/her assigned contract load.
- b. **Teacher Substituting during Prep Period** – A teacher who is already an employee of the District taking a substitute position during his/her prep period.

2. Additional Volunteer Assignments;

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

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

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

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

**ARTICLE 14**  
**CONTINUITY OF EDUCATION**

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

**ARTICLE 15**  
**SENIORITY**

- A. No later than thirty (30) days following ratification of this Agreement or by every September 30, thereafter, the Board shall prepare a seniority list. Seniority is defined as unbroken length of service in the Cedar Springs School System and shall include years of teaching experience in the Cedar Springs Public Schools acquired by members and Administrators both prior and subsequent to their administrative service. This shall not be construed to grant Administrators seniority who have not taught within the district. Members on approved leave of absence shall retain, but shall not accumulate, seniority

during such periods. Members teaching less than 50% of the normal load will advance on the seniority list every other year.

- B. Ranking on the seniority list shall be in the order of the effective date of initial employment. In the circumstance of more than one individual having the same effective date of initial employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and individual(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected individual(s) and Association representatives to be in attendance.

The seniority list shall be published and posted conspicuously in all buildings of the District by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.

- C. All seniority shall be lost when employment is terminated by resignation, retirement, physical or mental disability precluding the performance of required duties for more than three (3) contract years or member's seniority whichever is greater, or discharge. In cases of lay off, seniority shall be retained; however, all seniority shall be lost when the period of layoff exceeds the affected member's total seniority or three (3) school years, whichever is greater.
- D. Seniority rights shall be lost by the member if the individual does not return within ten (10) working days when he/she is recalled from lay-off.

## **ARTICLE 16**

### **NOTIFICATION OF VACANCY**

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its members. Requests by a member for transfer to a different class, building, or position shall be made in writing with the Superintendent. The application shall set forth the reasons for the transfer, the school, grade or position sought, and the applicant's academic qualifications.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year at which time the position will be considered vacant.
- C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or it's anticipated, the Superintendent shall notify the Association Members and post notice

of the same on bulletin board in each school building for one (1) week before the position is filled. The Board, however, shall not be limited in the selection of personnel to the Association, but shall screen all qualified Association applicants to fill any such vacancies. A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.

**D. Temporary Personnel**

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

$$\text{Payment} = \frac{\text{Contract amount*}}{\text{\# of Contract days}} \quad \times \quad \text{Temporary Teacher's Contract Days}$$

\* NOTE: The contract amount is computed using the current salary schedule according to the experience and education of the temporary teacher.

**E. Retired Personnel**

1. Retired members shall be defined as members who are hired by the District for a given period of time to fill a temporary teaching position. They are employed on a part-time basis not to exceed one (1) school year, to be reviewed annually. Reasonable notice and expectation of contract and pay will be given with thirty (30) calendar days' notice.
  - a. Retired members do not earn nor accumulate seniority or salary schedule

credit for the time served.

- b. The contract amount is computed using the current salary schedule according to the experience and education of the retired member not to exceed BA, step 10.

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

## **ARTICLE 17 PAYROLL DEDUCTIONS**

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

## **ARTICLE 18 MISCELLANEOUS PROVISIONS**

- A. The Board will post this agreement on its website, located on the Budget Transparency page. Signed editions of this agreement will be provided to the Board and Association.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and substituting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. It is agreed that each member shall be given an individual teaching contract which shall be limited only by the specific and express terms of this Agreement which is in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.
- D. The calendars shall be as set forth on Appendix C. Part-time employees are expected to work a full day on all non-student days (including 1/2 student days) whose purpose is in-service, staff development, District-wide meetings or building-wide meetings. The school calendar for the life of this Agreement will meet the minimum requirement of days and hours as set by the State of Michigan.
- E. Freedom of Information Act (FOIA) Request

1. If a valid FOIA request is made for any information on any member in the District, the Board will:
    - a. Immediately notify, in writing, the said member(s) who are subject of a FOIA request;
    - b. Give the member(s) the names of all those requesting any FOIA documents;
    - c. Allow member(s) and/or the Association (with the member's permission) to review said documents or files before releasing any document;
    - d. Exclude from the production of documents any materials exempt from disclosure under FOIA (MCL 15.243); and
    - e. The District will take the full legal timeline as permitted under law to comply with FOIA.
  2. Prior to a FOIA request a member may review and highlight all areas exempt from disclosure according to law.
- F. This Agreement allows an emergency manager appointed under the local Financial Stability and Choice Act to reject, modify, or terminate the collective bargaining agreement as provided in that Act. Provisions required by this subsection are prohibited subjects of bargaining under this Act.

**ARTICLE 19**  
**DURATION OF AGREEMENT**

- A. The provisions of this Agreement shall be effective as of July 1, 2021. This Agreement shall not be extended orally, and shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. The parties agree that as issues or problems arise, they may be brought to either party as stated under section A above and without the suspension of Article 15 A.

C. Negotiations shall be reopened on or before March 1 of the expiration date of this Agreement.

D. In witness whereof, the parties have hereunto set their hands causing this Agreement to become effective as of the day and year first written above.

**EDUCATION ASSOCIATION**

By: \_\_\_\_\_

President

By: \_\_\_\_\_

President Elect

By: \_\_\_\_\_

Secretary

By: \_\_\_\_\_

Treasurer

**BOARD OF EDUCATION**

By: \_\_\_\_\_

Its President

By: \_\_\_\_\_

Its Secretary

**APPENDIX A  
WAGE SCHEDULE**

<b>2021-2022 SALARY SCHEDULE</b>						
<b>STEP</b>	<b>BA</b>	<b>BA +20</b>	<b>MA (30 Cr)</b>	<b>MA (45 Cr)</b>	<b>MSW / MA+30</b>	<b>2nd MA / EDS / PHD</b>
1	\$ 40,256	\$ 41,867	\$ 44,282	\$ 45,490	\$ 47,503	\$ 49,518
2	41,059	42,703	45,168	46,400	48,453	50,508
3	41,883	43,557	46,071	47,329	49,422	51,517
4	43,557	45,300	47,914	49,220	51,399	53,577
5	45,300	47,112	49,831	51,189	53,455	55,722
6	47,112	48,996	51,823	53,237	55,593	57,951
7	49,468	51,446	54,415	55,899	58,371	60,848
8	51,941	54,017	57,135	58,693	61,290	63,889
9	54,538	56,719	59,991	61,629	64,356	67,085
10	57,266	59,555	62,993	64,711	67,573	70,438
11	60,129	62,533	66,141	67,945	70,951	73,960
12	63,134	65,660	69,449	71,342	74,499	77,657
13	63,593	66,135	69,951	71,859	75,039	78,222
14	64,053	66,616	70,459	72,381	75,583	78,788
15	64,519	67,098	70,970	72,905	76,132	79,360
16	64,987	67,585	71,484	73,432	76,683	79,935
17	65,456	68,075	72,002	73,966	77,239	80,513
18	65,931	68,568	72,525	74,503	77,799	81,098
19	66,409	69,065	73,051	75,042	78,363	81,686
20	66,892	69,567	73,580	75,586	78,932	82,279
21	67,375	70,071	74,114	76,136	79,505	82,876
22	67,863	70,580	74,651	76,687	80,080	83,476
23	68,357	71,091	75,193	77,242	80,661	84,083
24	68,852	71,605	75,737	77,803	81,246	84,691
25	69,351	72,124	76,285	78,366	81,835	85,305
26	69,854	72,647	76,839	78,935	82,429	85,924
27	70,360	73,174	77,396	79,508	83,025	86,545
28	70,871	73,706	77,958	80,084	83,627	87,173
29	71,383	74,240	78,523	80,664	84,233	87,806
30	71,901	74,779	79,093	81,249	84,845	88,442

**2022-2023 SALARY SCHEDULE**

<b>STEP</b>	<b>BA</b>	<b>BA +20</b>	<b>MA (30 Cr)</b>	<b>MA (45 Cr)</b>	<b>MSW / MA+30</b>	<b>2nd MA / EDS / PHD</b>
1	\$ 41,263	\$ 42,914	\$ 45,389	\$ 46,627	\$ 48,691	\$ 50,756
2	42,086	43,771	46,297	47,560	49,664	51,771
3	42,930	44,646	47,223	48,512	50,657	52,805
4	44,646	46,432	49,112	50,451	52,684	54,917
5	46,432	48,290	51,076	52,469	54,791	57,115
6	48,290	50,221	53,119	54,568	56,983	59,400
7	50,705	52,733	55,775	57,296	59,831	62,370
8	53,239	55,368	58,564	60,161	62,822	65,486
9	55,901	58,137	61,491	63,170	65,965	68,762
10	58,697	61,043	64,568	66,329	69,262	72,199
11	61,632	64,097	67,794	69,643	72,725	75,809
12	64,713	67,301	71,185	73,125	76,361	79,599
13	65,183	67,788	71,700	73,655	76,915	80,178
14	65,655	68,281	72,220	74,191	77,473	80,758
15	66,132	68,775	72,744	74,727	78,036	81,344
16	66,611	69,275	73,271	75,268	78,600	81,933
17	67,093	69,777	73,802	75,815	79,170	82,526
18	67,580	70,283	74,338	76,366	79,744	83,125
19	68,070	70,792	74,878	76,918	80,322	83,728
20	68,564	71,306	75,420	77,476	80,905	84,336
21	69,059	71,822	75,967	78,039	81,492	84,948
22	69,560	72,344	76,517	78,604	82,082	85,562
23	70,066	72,868	77,073	79,173	82,677	86,185
24	70,574	73,395	77,630	79,748	83,278	86,808
25	71,085	73,927	78,192	80,325	83,881	87,438
26	71,600	74,463	78,760	80,908	84,489	88,072
27	72,119	75,004	79,331	81,495	85,101	88,709
28	72,643	75,549	79,907	82,086	85,718	89,352
29	73,167	76,096	80,486	82,681	86,339	90,001
30	73,699	76,648	81,070	83,281	86,966	90,653

**2023-2024 SALARY SCHEDULE**

<b>STEP</b>	<b>BA</b>	<b>BA +20</b>	<b>MA (30 Cr)</b>	<b>MA (45 Cr)</b>	<b>MSW / MA+30</b>	<b>2nd MA / EDS / PHD</b>
1	\$ 42,191	\$ 43,879	\$ 46,410	\$ 47,676	\$ 49,786	\$ 51,898
2	43,033	44,756	47,339	48,630	50,782	52,935
3	43,896	45,651	48,285	49,604	51,797	53,993
4	45,651	47,477	50,217	51,586	53,869	56,153
5	47,477	49,376	52,225	53,650	56,024	58,400
6	49,376	51,351	54,314	55,795	58,265	60,736
7	51,846	53,919	57,030	58,585	61,177	63,773
8	54,437	56,614	59,882	61,514	64,236	66,960
9	57,159	59,445	62,875	64,591	67,449	70,309
10	60,018	62,417	66,020	67,821	70,821	73,824
11	63,019	65,539	69,320	71,210	74,361	77,515
12	66,169	68,816	72,787	74,770	78,080	81,390
13	66,649	69,313	73,313	75,313	78,646	81,982
14	67,132	69,818	73,845	75,860	79,216	82,575
15	67,620	70,323	74,381	76,409	79,792	83,174
16	68,110	70,834	74,920	76,962	80,368	83,777
17	68,602	71,347	75,463	77,521	80,952	84,383
18	69,100	71,864	76,011	78,084	81,538	84,995
19	69,601	72,384	76,562	78,649	82,129	85,612
20	70,107	72,910	77,117	79,219	82,725	86,233
21	70,613	73,438	77,676	79,795	83,326	86,859
22	71,125	73,972	78,239	80,373	83,928	87,488
23	71,642	74,508	78,807	80,955	84,538	88,124
24	72,161	75,046	79,377	81,542	85,151	88,761
25	72,684	75,591	79,952	82,132	85,768	89,405
26	73,211	76,138	80,532	82,728	86,390	90,053
27	73,741	76,691	81,116	83,329	87,016	90,705
28	74,277	77,249	81,705	83,933	87,647	91,363
29	74,814	77,808	82,297	84,541	88,282	92,026
30	75,357	78,373	82,894	85,155	88,923	92,693

**APPENDIX B(1)**  
**ADDITIONAL COMPENSATION FOR**  
**EXTRA DUTIES**

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

**TITLE OF POSITION**

**PERCENT**

Department/Grade Level/Group Chairperson (each)	1
Mentors (per year)	1
MTSS Systems Coach	4
PLC Team Facilitator (Professional Learning Communities K-12)	4
Annual/Yearbook Sponsor	3
Play Director (per play)	6
Musical Director (per play)	8
Elementary Musical Director (Provided after school concerts occur)	1
TV Production (Provided filming of events occur outside school day)	7
Debate Advisor	2
F.F.A. Advisor (each)	3
Senior Class Advisor (each)	1
Junior Class Advisor (each)	2
Sophomore Class Advisor (each)	1
Freshman Class Advisor (each)	1
Middle School Class Advisor (each)	1
Middle School Vocal Music	1.5
Summer Job Placement Teacher (4 weeks)	15
Summer Counselors (each)	.7/day
High School/Middle School Student Senate Advisor	2
High School Honor Society Advisor	2
Media Coordinator (Media Coordinator shall not receive extra duty pay if functions are part of classroom assignment.)	5

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

<b>Position</b>	<b><u>1st</u> <u>Year</u></b>	<b><u>2nd</u> <u>Year</u></b>	<b><u>3rd</u> <u>Year</u></b>	<b><u>4th</u> <u>Year</u></b>	<b><u>5th</u> <u>Year</u></b>
<b>Baseball</b>					
Head Coach Varsity	8%	9%	10%	11%	12%
Junior Varsity	6%	7%	8%	9%	10%
Freshman	6%	7%	8%	9%	10%
<b>Basketball (Boys &amp; Girls)</b>					
Head Coach Varsity	12%	13%	14%	15%	16%
Junior Varsity	8%	9%	10%	11%	12%
Freshman	8%	9%	10%	11%	12%
8th Grade	6%	7%	8%	9%	10%
7th Grade	6%	7%	8%	9%	10%
<b>Bowling</b>					
Head Coach Varsity	8%	9%	10%	11%	12%
<b>Cheerleading</b>					
Head Coach Competitive Varsity	8%	9%	10%	11%	12%
Junior Varsity Competitive	6%	7%	8%	9%	10%
Middle School Competitive	5%	6%	7%	8%	9%
<b>Cross Country (Boys &amp; Girls)</b>					
Head Coach High School	8%	9%	10%	11%	12%
Head Coach Middle School	5%	6%	7%	8%	9%
<b>Football</b>					
Head Coach Varsity	12%	13%	14%	15%	16%
Assistant Coach Varsity (2 positions)	8%	9%	10%	11%	12%
Junior Varsity	8%	9%	10%	11%	12%
Assistant Coach Junior Varsity	8%	9%	10%	11%	12%
Freshman	8%	9%	10%	11%	12%
<b>Golf (Boys &amp; Girls)</b>					
Head Coach Varsity	8%	9%	10%	11%	12%
Junior Varsity	6%	7%	8%	9%	10%
Middle School	5%	6%	7%	8%	9%

Soccer (Boys & Girls)					
Head Coach Varsity	8%	9%	10%	11%	12%
Junior Varsity	6%	7%	8%	9%	10%
Softball					
Head Coach Varsity	8%	9%	10%	11%	12%
Junior Varsity	6%	7%	8%	9%	10%
Tennis (Boys & Girls)					
Head Coach Varsity	8%	9%	10%	11%	12%
Junior Varsity	6%	7%	8%	9%	10%
Middle School	5%	6%	7%	8%	9%
Track (Boys & Girls)					
Head Coach Varsity	12%	13%	14%	15%	16%
Assistant Coach Varsity	8%	9%	10%	11%	12%
Middle School	6%	7%	8%	9%	10%
Volleyball					
Head Coach Varsity	12%	13%	14%	15%	16%
Junior Varsity	8%	9%	10%	11%	12%
Freshman	8%	9%	10%	11%	12%
8th Grade	6%	7%	8%	9%	10%
7th Grade	6%	7%	8%	9%	10%
Wrestling					
Head Coach Varsity	12%	13%	14%	15%	16%
Junior Varsity	8%	9%	10%	11%	12%
Middle School	6%	7%	8%	9%	10%
Band Director	12%	13%	14%	15%	16%
Assistant Band Director	7%	8%	9%	10%	11%
HS Vocal Music Director	4%	5%	6%	7%	8%
Summer Agriculture Teacher	3%	4%	5%	6%	7%

- A. All percentages are figured on the BA base salary of the current year.
- B. Head coaches shall be heard in the assignment of assistants.

- C. Coaches hiring in may be allowed credit for previous experience as are regular members as far as steps are concerned.
- D. Pom Pom Coach shall receive 1% BA Base Salary.
- E. Sideline Cheerleading Coaches shall receive:

Football-Varsity	5% BA Base Salary
Boys' Basketball-Varsity	5% BA Base Salary
Middle School Basketball	3% BA Base Salary
Assistants	2% BA Base Salary
- F. Event Manager (each) shall receive 10% BA Base Salary.  
The B(1) and B(2) Extra duties listed above shall be offered and conducted during any school year at the discretion of the School District Board of Education, except as otherwise provided.
- G. Assistant Coaches  
It is agreed upon that in all athletic programs beginning with the 1999-2000 contractual pay will not be reduced for existing coaches and paid to additional coaches hired for that program.

**APPENDIX C  
CALENDAR  
2021- 2022 DISTRICT SCHOOL CALENDAR**

<b>Date</b>	<b>Event</b>
August 23, 2021	First Day of School
June 3, 2022	Last Day of School (Half Day)

**Staff Report Days**

<b>Date</b>	<b>Event</b>
Wednesday, August 18, 2021	Staff Professional Development
Thursday, August 19, 2021	Staff Professional Development
Monday, October 25, 2021	Staff Professional Development
Tuesday, February 22, 2022	Staff Professional Development

**No School Days – For Students**

<b>Date</b>	<b>Event</b>
September 3-6, 2021	Labor Day Recess
October 22-25, 2021	Fall Break
November 24-26, 2021	Thanksgiving Break
December 20-31, 2021	Winter Break
February 18-22, 2022	Mid-Winter Break
March 31 - April 8, 2022	Spring Break
May 27-30, 2022	Memorial Break

**Half Days – For Students**

<b>Date</b>	<b>Event</b>
September 22, 2021	Half Day
November 17, 2021	Half Day
December 15, 2021	Half Day
January 19, 2022	Half Day
March 16, 2022	Half Day
April 20, 2022	Half Day
May 18, 2022	Half Day
June 3, 2022	Half Day

**2022-2023 and 2023-2024 calendars will be mutually agreed upon by the CSEA and Board of Education at a later date.**

**APPENDIX D**  
**Grievance Report Form**

Grievance # _____	School District:
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<b>Distribution of Form:</b>  1. Superintendent 2. Principal (submit to principal in duplicate) 3. Association 4. Teacher	Building:
	Assignment:
	Name of Grievant:
	Date Filed:

**Step I**

A. Date Cause of Grievance Occurred:	
B. 1. Statement of Grievance:	
2. Relief Sought:	
Signature:	Date:

C. Disposition by Principal:	
Signature:	Date:

D. Position of Association:	
Signature:	Date:

# Appendix E

## Essential Outcomes for Professional Learning Communities\_\_

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### I. Improve learning for all students

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

### II. Commitment to Continuous Improvement: build a culture of collaboration and support

#### All teams engage in an ongoing cycle of:

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

### III. Collaborative Action & Results Orientation

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

**APPENDIX F  
PD CALENDAR  
2021-2022**

Date	Event	Content	
8/18	Districtwide CSPA PD	Kick-off (5.5 total)	
8/19	Districtwide CSPA PD	Kick-off (3 hours)	PLC (2.5 hours)
9/22	Half Day	MTSS and Building CI (1.5 hour)	PLC (1.5 hours)
10/25	Districtwide CSPA PD	MTSS and Building CI (3 hours)	PLC (2.5 hours)
11/17	Half Day	MTSS and Building CI (1.5 hour)	PLC (1.5 hours)
12/15	Half Day	MTSS and Building CI (1.5 hour)	PLC (1.5 hours)
1/19	Half Day	MTSS and Building CI (1.5 hour)	PLC (1.5 hours)
2/22	Districtwide CSPA PD	MTSS and Building CI (3 hours)	PLC (2.5 hours)
3/16	Half Day	MTSS and Building CI (1.5 hour)	PLC (1.5 hours)
4/20	Half Day	MTSS and Building CI (1.5 hour)	PLC (1.5 hours)
5/18	Half Day	MTSS and Building CI (1.5 hour)	PLC (1.5 hours)
6/3	Early Release	End-of-year/ Wrap up	