Master Agreement between

CASEVILLE BOARD OF EDUCATION

and

CASEVILLE EDUCATION ASSOCIATION

August 31, 2024
August 31, 2027

Table of Contents

ARTICLE I - RECOGNITION 3
ARTICLE II - TEACHER RIGHTS 3
ARTICLE III - MANAGEMENT RIGHTS 4
ARTICLE IV - PROFESSIONAL COMPENSATION 4
ARTICLE IV-A - INSURANCE PROTECTION 6
ARTICLE V - TEACHING HOURS 7
ARTICLE VI - TEACHING LOADS AND ASSIGNMENTS 8
ARTICLE VII - TEACHING CONDITIONS 9
ARTICLE VIII - VACANCIES AND PROMOTIONS 10
ARTICLE IX - LEAVE PAY 10
ARTICLE X - LEAVES OF ABSENCE 12
ARTICLE XI - TEACHER EVALUATION 13
ARTICLE XII - PROTECTION OF TEACHERS 14
ARTICLE XIII - REDUCTIONS IN PERSONNEL 15
ARTICLE XIV - NEGOTIATION PROCEDURES 15
ARTICLE XV - PROFESSIONAL GRIEVANCE PROCEDURE 16
ARTICLE XVI - MISCELLANEOUS PROVISIONS 17
ARTICLE XVII - DURATION OF AGREEMENT 19
APPENDIX A - SALARY SCHEDULE 20
APPENDIX B - PAY SCALE FOR EXTRA CURRICULAR ACTIVITIES 21
APPENDIX C - SCHOOL CALENDAR 22

MASTER CONTRACT

This agreement entered into this September 1, 2024 by and between the Board of Education and the Caseville Public School, hereinafter called the "Board" and the Caseville Education Association/MEA/NEA hereinafter called the "Association."

ARTICLE I - RECOGNITION

A. Pursuant to Act 379, Public Acts of 1965, amended, the District hereby recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the agreement for all certificated teaching personnel, including classroom teachers on tenure or probation, but excluding: administrators, substitute teachers, supervisors, maintenance and custodial personnel, office workers, cooks, bus drivers, teacher's aides and summer personnel.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not consistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

ARTICLE II - TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every member of the bargaining unit defined in Article I, Section A, shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of this membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association and its members shall petition for the use of the school building facilities at reasonable hours for meetings. No teacher shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off school premises. An Association bulletin board will be available in the faculty workroom and building mailboxes will be available to teachers and the Association.

C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint.

D. With respect to the provisions of this Agreement, the Board agrees that neither it nor any of its administrative agents shall discriminate against any teacher by reason of race, creed, color, national origin, sex, age, religion, handicap or marital status.

ARTICLE III - MANAGEMENT RIGHTS

Management Rights Clause

The Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees as related to teaching duties and assignments;

2. to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continual employment, or their dismissal or demotion; and to promote and transfer all such employees in accordance with the Master Agreement;

3. to establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature, but recognizing the professional capabilities of teachers the Board will confer with said teachers when making the above decisions;

5. to determine class schedules, the hours of instruction, and the duties, responsibilities and classroom assignments of teachers, and the terms and conditions of employment.

6. To help with recruiting new teachers, the Board (or Designee), at its sole discretion, may negotiate a one-time signing bonus of up to $10,000 to be paid in two equal payments at the end of each of the first two years of employment.–

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

ARTICLE IV - PROFESSIONAL COMPENSATION

A. The salaries of teachers are set forth in Schedule A. Such salary schedule shall remain in effect for the term of this Agreement, provided, however, that upon written notice to the other party, either may request the reopening of negotiation of such salary schedule or if the State Legislature changes the required number of student days. Teachers shall receive pay by direct deposit (which must be set up within the district business office). There will be 26 or 27 bi-weekly installments beginning with the first scheduled payday in September.

B. The salary schedule is based upon a weekly teacher load, as defined in the current school calendar as found in Appendix C, during teaching hours. For extra work the teacher shall be entitled to appropriate additional professional compensation.

C. It shall be the general practice of all parties in interest to process grievance and negotiation procedures during times which do not interfere with assigned duties provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure with any representative of the Board, shall be released from assigned duties without loss of salary.

D. A total of five (5) teacher days a year may be used by the teaching staff for the purpose of participation in area or regional Association meetings. These days would be granted without a loss of salary, providing the Association pays for substitutes.

E. All teachers newly employed shall be allowed up to a maximum of seven (7) years experience on the salary schedule (Step 8) set forth in Schedule A for teaching experience in any school district in the State of Michigan, and other teaching experience for which credit is allowed.

F. Teachers covering a class will be compensated $25.00 per class period if the coverage is longer than 15 minutes. Time cards will be filled out by the office staff and signed by teachers. Office staff will submit time cards to the business office.

G. Teachers involved in extra duty assignments set forth in Appendix B shall be compensated per annexed appendixes without deviation upon completion of the activity.

H. A teacher's daily rate is to be determined by dividing his basic salary for the year by the number of days a teacher is required to be on duty as set forth in the current School Calendar.

Personal and sick time shall be calculated on a seven (7) hour day, one hour being 1/7th of a day, 1/2 hour being 1/14th of a day, or 1/4 hour being 1/28th of a day. All time less than 15 minutes will be calculated to a full 15 minutes absence, or 1/28th of a day.

I. Teachers required in the course of their work to drive personal automobiles for field trips or other business of the District shall receive a car allowance based on US IRS mileage reimbursement rate when the trips have been approved by the Superintendent.

J. A teacher shall receive a new contract reflecting the new salary, if applicable, when said teacher verifies the completion of requirements for the BA+20 semester hours, BA+30, MA or MA+15 semester hour schedules. Master's and Specialist's Degrees relevant to professional growth related to your current position, when awarded by an institution approved by the Michigan Department of Education for advancement to or renewal of a *Professional Education Certificate* will qualify for compensation under Schedule A of the Master Agreement. Said new contract shall be issued within ten (10) days of the district receiving the official verification of additional hours or degree.

K. Teachers completing more than fourteen (14) years of service shall receive a longevity salary payment above that provided for in Appendix A as outlined below.

15 – 16 years of service	$ 900
17 – 20 years of service	$ 1,000
21 – 25 years of service	$ 1,300
26 + years of service	$ 1,700

ARTICLE IV-A - INSURANCE PROTECTION

A. Employees who enroll in a HSA plan will have the total annual employer Hard Cap contribution shall be paid towards the cost of the insurance medical plan premium. The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee. In the event health insurance premiums are under the hard cap, than the school will contribute the difference to the employee's HSA.

B. Employees who enroll in a non-HSA medical plan shall have all of the employer Hard Cap contribution paid towards the insurance medical plan premium. In the event health insurance premiums are under the hard cap, than the employee may forfeit the difference.

C. The employee's premium contribution will be payroll deducted, in equal monthly amounts from the employee's paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.

D. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.

E. The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in the insurance plan, the deductible will automatically adjust to meet the federal minimum requirement.

F. All other non-medical insurance benefits described shall be fully employer paid and provided to all employees in the bargaining unit.

G. The employer shall pay annual amounts towards the total cost of the insurance plans available to members inclusive of medical premium and "Health Equity" (HEQ) Health Savings Account (HSA) funding described below for each plan year.

H. These annual employer paid amounts shall adjust annually at the beginning of each plan year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

I. The district will provide a self-funded Dental and Vision Plan.

J. The Board will provide Negotiated Life $20,000 with AD&D.

K. Employees not taking insurances will receive $400 per month as cash-in-lieu.

L. Employees who are married to other district employees will have only one plan through the district, this situation is not eligible for any cash-in-lieu payment.

M. Protection as outlined above will be available as per District's premium liability for spouse and or dependent children, upon first day of the month following the date the application is approved by the carrier.

N. In the event that an employee's absence because of illness or injury has exhausted sick leave accrual and has applied for a leave of absence, the teacher's insurance option shall be continued in full by the Board through August of the current contract year.

O. It is understood that the Board, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the carrier.

P. If an employee is hired by the Board after the second pay day in September, the employee will receive the pro-rated portion of the insurance benefit year remaining and will have two (2) weeks, after the Board approval of their contract to make their selection.

Q. The Board agrees to pay full family Vision and Dental Insurance for teachers who select cash in lieu of insurance.

R. It is the intention of the Board to become the policy holder of record, as permitted by PERA (Public Employee Relations Act), and as moved on unilaterally by the Board of Education, and as a requirement tie-barred to additional school funding. Any company offering the condition of 'board as policy holder" will be considered a qualified bidder on the District's insurance products.

S. HIPAA (Health Insurance Portability and Accountability Act) covers the "…protection of information on private individuals from intentional and unintentional disclosure or misuse…." Although it has no intention of collecting medical records on employees, Caseville Public School District is bound by this act, which supersedes FOIA, and its employees will apply rigorous standards of confidentiality in the management of employees' medical information.

ARTICLE V - TEACHING HOURS

A. Teaching hours shall be as follows:

1. Teacher check-in time shall be 7:50 a.m.
2. Teachers shall not leave the school earlier than 3:15 PM., Monday, Tuesday, Wednesday, and Thursday. Teachers may leave at 3:00 PM on Fridays if buses have left and PLCobligations have been fulfilled.
3. In case of emergency situations, the teacher's day will start 30 minutes before the student's classes begin and end 15 minutes after the student's day ends.
4. Teachers shall have a 30 minute duty free lunch period each day, unless relinquished in writing by the individual teacher or with exception of inclement weather or emergency situations.
5. All teachers must be at a teaching station, designated by their principal 9 minutes before classes begin, to prepare for the day's classes and assist with the needs ofstudents.
6. Teachers may, by permission of their principal, check in/out, after or before, the above stated times.

7. The part time (less than 1.0 full time equivalency) teacher's day will start 30 minutes before their students' classes begin and end 15 minutes after their students' day ends.

B. Elementary teachers will receive 250 minutes of preparation time each week. Said time will be available during physical education, art, music, and will be without students. Teachers scheduled more than 250 minutes may be assigned the extra time by the elementary principal to help monitor recess or other teaching duties. Secondary teachers will be provided one conference period per day. Prep time can be used for: lesson planning, grading, contacting parents, attending meetings, etc.

C. All teachers shall submit lesson plans every Monday morning. Lesson plans will be kept on file.

In the event of a digital learning scenario, lesson plan requirements will be considered fulfilled through the use of digital classroom platforms. Access to digital classroom platform will be available upon request.

D. Teachers shall attend all staff meetings. One staff meeting may be held each month. These meetings will begin 5 minutes after dismissal of the students and will not be longer than 1 hour, 10 minutes. Emergency meetings may be called with a 48-hour notice given to teachers. Such emergency meetings may be held at the established meeting time or between 7:50 a.m. and 8:00 a.m. on any working day.

E. Participation in activities of the school is recommended by the Board but left to the professional discretion of each individual.

F. During the last marking period of the school year, school may begin one-half hour earlier and be dismissed one-half hour earlier, if mutually agreed upon by the Board of Education and the Caseville Education Association. All sections of the Contract will be adjusted accordingly.

ARTICLE VI - TEACHING LOADS AND ASSIGNMENTS

A. Teachers who will be affected by a change in grade assignments in the elementary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary teachers to different grade levels unless the teacher requests such a change. Provided that the final decision in the teaching load or assignment will be made by the superintendent or principal.

.

B. Mentor and Supervisor positions and will be offered to CEA membership on a best qualified basis. Mentors will receive $200 compensation per year per mentee.

ARTICLE VII - TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible. The recommended maximum class sizes are:

1. Kindergarten – 5th Grade 25 pupils
2. Special Education follow State guidelines

The recommended maximum class size per teacher in the secondary schools shall be as follows:

English	}	
Social Studies	}	
General Education	}	
Mathematics		25 pupils
Science	}	
Language	}	
Business	}	
Computers		30 pupils
Music		35 pupils
Physical Education		40 pupils

Caseville teachers, upon written request, may be granted full time para professional assistance in the event class size exceeds the recommended maximum class size listed above. Work assignments for para professionals should be determined based on August enrollment numbers, and finalized by fall count day.

If an elementary class (K-5) ever exceeds 32 students then a meeting will be set to discuss teacher assistance, splitting the class, or compensation for teaching above the maximum class size.

B. The Board recognizes that appropriate texts, library, reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.

C. The Board shall make available when practicable and possible, in each school adequate lunchroom, restroom, and laboratory facilities for teacher use and at least one room, appropriately furnished, which shall be for use as a faculty lounge.

D. Local telephone facilities only shall be made available to teachers for their reasonable use.

E. Adequate parking facilities shall be made available to teachers.

F. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, unless crime, immorality or heinous acts bring notoriety to the school district.

G. No high school teacher shall be required to teach more than one core subject per course hour.

ARTICLE VIII - VACANCIES AND PROMOTIONS

A. A teacher may apply for any position at any time. Such application must be in writing, addressed to the superintendent of schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application must be renewed annually.

B. All vacancies which occur in administrative, teacher or extra-curricular positions will be promptly posted on the school's website.

ARTICLE IX - LEAVE PAY

A. Universal days shall be defined as personal business, personal illness, personal disability or other approved reasons. . Banked sick days at the start of this agreement will be converted to Universal days.

B. All full time teachers shall be allowed full pay for a total of twelve (12) Universal days in any school year, usable immediately after school starts. Unused Universal days will accumulate to 100. All staff members who accumulate over the 100 days of their maximum accumulation will be compensated at the rate of $50 per day at the conclusion of each succeeding school year.

C. Upon filing retirement paperwork with the Office of Retirement Services, retiring teachers with a minimum of 50 accumulated Universal days, up to the 100 cap, will be rewarded $50 per Universal day at the conclusion of the school year.

D. CPS offers to its employees that have accumulated at least 25 Universal days the opportunity to trade in 5 Universal days (no more no less) for a total cash value of $500.00. Any teacher that has accumulated over 100 days must exercise Article IX Section B or this offer. No employee will be allowed both options. The request to be paid $500 for 5 unused Universal days must be made by 4:00p.m. the Friday prior to the last payday in June. A designated form must be used to make this request. The full amount will be included with the teacher's last paycheck in June.

E. If a teacher uses three consecutive Universal days, administration may request a doctor's note. A teacher who is not able to return to duty after the 5th day following an illness or disability shall present a certificate of ableness to their principal upon his/her

return to duty. This certificate is to be made out by a physician authorized to practice under the laws of the State of Michigan.

F. Teachers who have scheduled Universal days or who are on medical leave shall not be charged Universal days when school is not is session, eg., snow days, etc… This excludes teachers taking leave without pay.

G. All full time teachers shall be allowed up to five (5) Bereavement days for each death in the immediate family, defined as spouse, children, step-parents**,** step-children, one's own mother and father, grandchildren, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, and own grandparents. These days must be consecutive school days unless prior arrangements are made. Half day teachers will receive a pro-rated number of days.

H. If a teacher has already used his or her Universal day and Bereavement leave as defined in Section I of this Article, he/she may apply for an emergency business leave for attending a funeral other than those provided for under Section G.

Emergency business leave shall be limited to one (1) day per year and shall be deducted from teacher's Universal leave allocation the next year . Any partial day will be counted as a full day in meeting this section.

An application for an approved emergency business leave, containing the relationship of the individual for the leave, must be submitted in writing to the superintendent at least two (2) days in advance.

Not more than two (2) teachers will be granted Universal leave for the same day, and not more than two (2) teachers will be granted a leave for funerals in this section and in section G. Section G requests will be granted first. Applications will be accepted on a first come-first served basis.

I. A teacher who has exhausted his or her Universal leave shall have deducted from their Contract amount an amount equivalent to their daily rate as established in Article IV, Section H.

J. A request for Universal day must be completed in District’s finance software at least two (2) days in advance of the proposed date of said leave when possible. A maximum of two (2) teachers may take Universal days on the same day. These numbers may be exceeded in case of emergency, upon approval of the administration. Requests for such leave shall be granted on a first come-first served basis. Applications for leave days will be processed effective August 1 of each school year.

K. Any employee called for jury duty, shall be compensated for the difference between the jury pay and teaching pay he/she would receive by the Board.

Employees subpoenaed to give testimony in child abuse/neglect/custodial cases concerning the teachers current or former students will be granted leave. Such leave will not be deducted from any forms of other leave. Employees will inform the Superintendent of such subpoena as soon as it is received. An employee requested to

testify shall be required to remit to the Board all compensation received from the court for his/her service as a witness.

L. All accumulated Universal leave days shall automatically terminate on the date that a teacher's resignation, accepted by the Board, becomes effective.

ARTICLE X - LEAVES OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay for the duration of the illness, but not to exceed one (1) calendar year.

B. Upon request, an employee will be granted a leave of absence without pay for reason of maternity for a period not to exceed one (1) year. The date of leaving and returning shall be agreed upon by the employee and the superintendent.

C. A teacher may, at the discretion of the Board, be granted a parental leave without pay for the purpose of adopting a child. The teacher shall notify the Superintendent at the time of application for adoption and further, if an interval of sixty (60) days lapse following the most recent notice to the Superintendent of the pending adoption, the teacher shall submit a re-notification.

Leaves under this provision shall be granted for not less than one (1) semester or more than one (1) school year.

D. Leaves of absence without pay may be granted to tenure teachers for up to thirty (30) calendar days. The request for such leaves shall be submitted to the Superintendent at least ten (10) days prior to the first day of the leave.

The Board may upon written request, five (5) calendar days before expiration of the leave, grant a renewal or extension of this leave.

Leaves of absence, without pay, may be granted to non-tenured teachers, upon written request, not to exceed thirty (30) days.

E. Teachers leaving the system, except for an approved leave of absence, shall lose seniority, sick days, and all other privileges of previous employment.

F. A return to duty from leave of absence shall be subject to the following conditions:

1. If leave was due to physical or mental illness, a doctor's certificate of fitness shall be filed with the Board. Teachers returning from leaves of absence which were granted for purposes other than physical or mental illness, shall present satisfactory evidence of fitness, if the Board deems necessary.

2. There is no guarantee that any teacher shall be returned to a specific building, grade level, or special assignment at the conclusion of a period of absence exceeding one (1) semester.

G. No teacher shall accumulate Universal leave during any leave of absence granted under this Article if the leave takes effect the first day of the school year.

H. Sabbatical Leave: Bargaining unit members, who have been employed for seven (7) consecutive years by the Caseville Public School, may be granted a sabbatical leave devoted to professional improvement upon presentation and approval by the Board of Education.

Compensation, including, but not limited to salary, retirement, fringe benefits and seniority will not be provided to the employee. In addition, experience credit will not be gained for the duration of the leave.

Upon return from the sabbatical leave, the bargaining unit member shall be restored to the same position or to a position for which they are qualified, and be placed on their next experience and seniority level, with no loss of accumulated Universal days.

A sabbatical leave is to be applied for a minimum of ninety (90) days in advance of the succeeding school year. The leave shall be for one (1) year commencing with the day preceding the succeeding school year and concluding in 360 days.

The bargaining unit member shall file a statement of intent to return at least ninety (90) days prior to the termination of the leave. Failure to comply with this provision will indicate that the bargaining unit member does not intend to return to duty at Caseville Public School.

ARTICLE XI - TEACHER EVALUATION

Current procedures in place shall be followed for the school years covered by this contract. Future changes required by the State of Michigan shall be implemented.

A. Teachers will be advised on the procedures of the evaluation tool yearly. Every teacher will either have access to or a copy of the evaluation tool at the beginning of each school year. The Board or its designees will adhere to the Revised School Code as existed in 2012.

B. The evaluation must be discussed with the teacher and signed by the teacher, although the teacher's signature does not indicate agreement with evaluation.

C. All monitoring or observation of the work performance of a teacher shall be conducted without the use of hidden cameras or other audio video recording devices.

D. The performance of all teachers shall be evaluated in using the Charlotte Danielson metric currently used in evaluation process. In that process, an "Effective" rating shall be from 75% -100%, "Developing" rating 60% - 74%, and "Needs Support" rating will be from 0% - 59%.

E. Probationary teachers shall be observed at least two times but not more than three, unless mutually agreed upon between the CEA and the District during the school year. Only one observation per school year will be unannounced.

F. Probationary teachers will be granted tenure status at the conclusion of their fourth year if they have three or more consecutive “Effective” ratings.

G. Tenured teachers shall be evaluated once every three years provided, they have three consecutive ratings of “Highly Effective” or “Effective”. If a tenured teacher is to be evaluated on a given year, the teacher shall be observed at least two times but not more than three, unless mutually agreed upon between the CEA and the District during the school year. Only one observation per school year will be unannounced.

H. A Principal may evaluate a tenured teacher any year that curriculum standards are not being taught or student engagement is lacking.

I. Each probationary year, a written annual year-end evaluation report will be furnished to the Superintendent covering each probationary teacher. One copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have the opportunity to submit additional information to the Superintendent.

J. Observations shall be conducted by administrators trained in the Danielson model

K. Each obersavation shall be made in person for a minimum of fifteen (15) consecutive minutes. All monitoring or observation of performance shall be conducted with full knowledge of the teacher. A review of the lesson plan/curriculum standard being taught, and student engagement will be part of the evaluation and post observation discussion. In the even a teacher feels the observation was incomplete or unjust, they may put their objections in writing and have them attached to the observation report to be placed in there personnel file and may request another observation by a different administrator.

L. A formal written evaluation will be completed by the conclusion of the school year. If a teacher does not receive a written evaluation by the last day of school, they will automatically be deemed “Effective”.

M. A midyear progress report must be provided to every first-year probationary teacher and any teacher whose previous year evaluation was below the rating of “Effective”. The IDP will be reviewed by the Principal and Teacher. A midyear progress report should clearly indicate whether any past performance deficiencies remain, and clear, measurable steps needed to eliminate those deficiencies.

N. A tenured teacher who is rated as “Needing Support” on a year-end evaluation may request, in writing, a review of the evaluation and rating to the Superintendent. Such written request must be made within 30 days. The Superintendent has 30 calendar days to respond. If this does not resolve the problem, the teacher or CEA may request a meeting with the Board of Education.

O. Student growth will count as 20% of a teacher’s evaluation. At the start of the year, each teacher will choose two measures of growth.

ARTICLE XII - PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his or her classroom is undermined when students discover that there is insufficient administrative backing and support of

the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps with respect to such pupil.

B. Any case of assault upon a teacher, which has its inception in school shall be promptly reported to the Board, or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

ARTICLE XIII - REDUCTIONS IN PERSONNEL

Reductions in personnel protocol. If, because of unforeseen circumstances such as reduction in student population, changes in curriculum, or deficit financial conditions, it becomes necessary to reduce staff, the Board of Education, in affecting a layoff, shall first establish its curriculum needs. Then the number and nature of the positions required to deliver that curriculum will be established. After this Board Action, the following reductions in personnel protocol established by the Revised School Code 380.1248 Personnel decisions resulting in elimination of position; policies; collective bargaining agreement; expiration; action brought by teacher; remedy, section 1248 shall prevail and be put into effect in the order specified below:

1. Filled with certified (Highly Qualified) personnel
2. Must be in the best interest of the students and teachers. This would be based on the past three (3) years of evaluations and with input from the Superintendent and Association President.
3. Based on the length of service within the district. Date of hire is determined to be the initial day an employee reports to work for his/her first day of work. In the event that one or more teachers have the same experience and date of hire, the affected teachers shall participate in drawing to determine their position based on length of service within the district.

ARTICLE XIV - NEGOTIATION PROCEDURES

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices between the parties.

B. Beginning no later than the March Board meeting of the calendar year in which this Agreement expires, the Caseville Education Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein a good-faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Any agreement so negotiated shall apply to all teachers

and shall be reduced to writing and signed by the Board and the Caseville Education Association.

C. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside the school district.

ARTICLE XV - PROFESSIONAL GRIEVANCE PROCEDURE

A. Any teacher, group of teachers, or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order, or regulation, of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms, or conditions of employment, may file a written grievance with the Board or its designated representative. If a teacher does not file in writing with the principal or other designated Board representative within five (5) school days after the occurrence, then the grievance shall be considered as waived.

B. Within five (5) school days of receipt of the grievance, the designated representative of the Board shall meet with the Association or the individual in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted, by the Association or teacher to the Superintendent who shall have five (5) school days thereafter to approve or disapprove it. If the grievance shall be denied by the Superintendent either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted, by the Association or teacher, to the Secretary of the Board, with a statement of reasons why it is being disapproved. Failure to answer at any level within the time period for answer moves the grievance automatically to the next level.

C. At the next regular meeting of the Board, after receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance.

D. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department head, assistant principal, or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals, or other employees in such informal procedures be deemed to be a supervisory or executive function.

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

1. The termination of services or failure to re-employ any probationary teacher.

2. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan as amended).
3. Teachers evaluations (content).
4. Layoff, recall, assignment or placement.
5. Prohibited subject of bargaining.

F. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he or she shall be reinstated with full reimbursement of all professional compensation lost. If he or she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or equivalent in money shall be paid to him or her.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

A. Teachers shall be informed on how to use Skyward and Red Rover to report unavailability for work. Such report shall be made as soon as possible, preferably before 6:30 am. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. The Board of Education will not require the teacher to take a polygraph or lie detector test.

C. The Association shall deal with ethical problems arising under the code of ethics of the Education Profession (adopted by the Representative Assembly, July, 1968, and amended July, 1972) in accordance with the terms thereof and the Board recognizes that the code of ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria or professional behavior. Nothing in the section would deny the Board any right guaranteed by law or any article of this Agreement.

D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

E. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. No teacher shall use his or her position in the school system to his or her financial advantage by such activities as preparing lists for sales solicitation, by soliciting sales from his or her students and their parents, by promoting his or her employment as a tutor for his or her assigned students, and by soliciting employment as a private music teacher for his or her assigned students or by seeking any similar advantage. When teachers are approached by parents to do tutoring during the school year, it is recommended that the teacher inform the principal.

G. Copies of this Agreement shall be printed at the expense of the Board and one copy presented to all teachers now employed or hereinafter employed by the Board.

ARTICLE XVII - DURATION OF AGREEMENT

All Articles of this Agreement shall be effective August 31, 2024 through August 31, 2027.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

By _____
President of the Board
Gary Miller

By _____
CEA Representative- President
Amy Merlington

By _____
Secretary of the Board
Celeste Diehl

By _____
CEA Representative
Remona Nowak

_____

_____

_____

_____

APPENDIX A - SALARY SCHEDULE

Caseville teaching staff will receive step and rail advances for each year covered by this agreement.

All off scale employees will receive a 2024-2025 +3%, 2025-2026, +3%, 2026-2027 +3% increase in pay each year based on their previous year's earnings.

2023-2024 Salary Schedule

Steps	BA	BA+20	BA+30	MA	MA+15
1	36,306	38,345	38,556	38,809	41,370
2	38,429	40,569	40,826	41,125	43,758
3	40,551	42,789	43,101	43,446	46,144
4	42,677	45,014	45,377	45,765	48,532
5	44,795	47,237	47,650	48,083	50,917
6	46,920	49,458	49,922	50,404	53,301
7	49,042	51,680	52,199	52,722	55,688
8	51,164	53,905	54,473	55,043	58,071
9	53,286	56,127	56,745	57,359	60,461
10	55,410	58,349	59,022	59,683	62,848
11	57,523	60,580	61,293	62,010	65,242

2024-2025 Salary Schedule

Steps	BA	BA+20	BA+30	MA	MA+15
1	38,429	40,569	40,826	41,125	43,758
2	40,551	42,789	43,101	43,446	46,144
3	42,677	45,014	45,377	45,765	48,532
4	44,795	47,237	47,650	48,083	50,917
5	46,920	49,458	49,922	50,404	53,301
6	49,042	51,680	52,199	52,722	55,688
7	51,164	53,905	54,473	55,043	58,071
8	53,286	56,127	56,745	57,359	60,461
9	55,410	58,349	59,022	59,683	62,848
10	57,523	60,580	61,293	62,010	65,242
11	59,723	62,780	63,493	64,210	67,442

2025-2026 Salary Schedule

Steps	BA	BA+20	BA+30	MA	MA+15

1	40,551	42,789	43,101	43,446	46,144
2	42,677	45,014	45,377	45,765	48,532
3	44,795	47,237	47,650	48,083	50,917
4	46,920	49,458	49,922	50,404	53,301
5	49,042	51,680	52,199	52,722	55,688
6	51,164	53,905	54,473	55,043	58,071
7	53,286	56,127	56,745	57,359	60,461
8	55,410	58,349	59,022	59,683	62,848
9	57,523	60,580	61,293	62,010	65,242
10	59,723	62,780	63,493	64,210	67,442
11	61,923	64,980	65,693	66,410	69,642

2026-2027 Salary Schedule

Steps	BA	BA+20	BA+30	MA	MA+15
1	41,768	44,073	44,394	44,749	47,528
2	43,957	46,364	46,738	47,138	49,988
3	46,139	48,654	49,080	49,525	52,445
4	48,328	50,942	51,420	51,916	54,900
5	50,513	53,230	53,765	54,304	57,359
6	52,699	55,522	56,107	56,694	59,813
7	54,885	57,811	58,447	59,080	62,275
8	57,072	60,099	60,793	61,473	64,733
9	59,249	62,397	63,132	63,870	67,199
10	61,515	64,663	65,398	66,136	69,465
11	63,781	66,929	67,664	68,402	71,731

APPENDIX B - PAY SCALE FOR EXTRA CURRICULAR ACTIVITIES

Percentages will be paid to CEA members on the base salary of the BA schedule in Appendix A

	2024-2027
Seventh Grade Camp-Director (1)	3.00%
Seventh Grade Camp-Assistant (1)	2.50%
Band (1)	10.00%
Yearbook (1)	7.50%
NHS	2.00%
Elementary Music Program Director (2 concerts)	2.00%
Robotics – Elem, MS, HS (3 positions)	2.00%
Robotics Event Planner	1.50%
Student Council Advisor	$800
JH National Honor Society	$450
After Hour Pay (homework center, evening chaperones, Homecoming parade, family night activities)	$35 per hour
JH Volleyball	$1760
JV Volleyball	$2365

Varsity Volleyball	$3410
JH Football	$1760
JV/Assistant Coach Football	$2365
Varsity Football	$3410
Varsity Cross Country	$3410
JH Basketball (Girls)	$1760
JV Basketball (Girls)	$2365
Varsity Basketball (Girls)	$3410
JH Basketball (Boys)	$1760
JV Basketball (Boys)	$2365
Varsity Basketball (Boys)	$3410
Varsity Baseball	$3410
Varsity Softball	$3410
JH Track and Field	$1760
Varsity Track and Field	$3410
Varsity Golf	$1760

Any teacher hired to coach a sport will receive the board approved stipend amount for 2024-2027 to be paid through Caseville payroll. Such payments will count toward retirement. Non-CEA members will be paid through Thumb Educational Services.

Coaches that take teams to State championships will get $500.00 in additional compensation for extending their season.

Any CEA member taking more than one activity from Appendix B will receive an additional .5% for each additional activity (excluding After Hour Pay).

APPENDIX C - SCHOOL CALENDAR

2024- 2027 183/180

The parties agree to meet by April 1st of each year for the purpose of determining the work day for the ensuing school year. Both parties agree that the calendar for each ensuing year will be completed by not later than five (5) working days prior to the regularly scheduled board meeting in May. The parties further agree that the State mandated number of instructional hours will be met as a result of this meeting.

ACTS OF GOD PROVISION

Should a closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet an annual instructional minimum required law, rule or regulation, instructional additional days will be rescheduled as follows:

- The parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Appendix C.

- Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day.

- It is understood and agreed that in the event the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills, the teacher may:

    a) use his or her Universal leave;
    b) ; or
    c) use unpaid leave time.

SUNSET ADDENDUM TO ALL CLOSING PROVISIONS

A. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, epidemics, or health conditions, it is agreed that the following school closing provision shall become immediately effective:

    When conditions not within the control of school authorities, such as: severe storms, fires, epidemics, health conditions, or an Employer directive results in the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

B. To the extent that any other provision of the Collective Bargaining Agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

COVID-19 Disclaimer

Any contractual duties that require additional pay and would be subject to change due to COVID-19, will be discussed with CEA leadership, a representative of the Caseville Board of Education, Administration and the staff member(s) in question before any action is taken.