Professional Master

Contract between

Capac Community School District of St. Clair and Lapeer Counties

and

Capac Educational Association MEA/NEA

July 01, 2025, to June 30, 2028

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PREAMBLE

This agreement entered into this 1st Day of July 2025, by and between the Board of Education of the Capac Community School District, hereinafter called the "Board," or “District” and the Capac Education Association, MEA, NEA, hereinafter called the "Association."

ARTICLE I

RECOGNITION

A. Board Acknowledges Association

The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all professional, non-supervisory personnel employed by Board, including counselors, speech therapists, psychologists, social workers, vocational education teachers, department heads, virtual education teachers, behavior specialist, and librarians, but excluding the superintendent, principals, assistant principals, all other supervisors, substitutes, and other employees. The term "teacher" or “member” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit who are teachers as defined in MCL Section 38.71.

B. Board Agreement

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

ARTICLE II
ASSOCIATION AND TEACHER RIGHTS

A. Michigan School Code, Laws, and Applicable Rules and Regulations

All provisions of the Michigan School Code, Laws of the State of Michigan, the Constitution of the State of Michigan and/or the United States, and the applicable rules and regulations promulgated thereof are hereby incorporated into and made a part of this agreement.

B. Regular Business of Association Utilize School Facilities

Teachers employed by the District shall be entitled to use a school room for the conduct of the regular business of the Association, provided such use is in accordance with Board policies. Although this shall not entitle groups of teachers employed by other school districts to use school facilities, a small number of such teachers may be in attendance when teachers employed by the District utilize school facilities.

C. Teacher Mailboxes

The Association shall have access to teacher mailboxes for the confidential hand circulation of publications and releases. The Association agrees to indemnify the district against any costs it might incur, including an order for a retroactive payment of postage, related to compliance with this clause. The Association shall also be allowed the use of email for communication with its members.

D. Bulletin Board

A bulletin board or a reasonable portion thereof shall be designated in each building for Association publications and releases.

E. District Financial Resource Availability

The Board agrees to make available to the Association information as required under the Public Employment Relations Act (PERA), subject to PERA's requirements.

F. Establishment of Educational Programs 48-Hour Notice

The Association shall be notified 48 hours in advance of and may be entitled to have representation on all committees for the development or revision of educational programs established by the Board other than direct sub-committees composed of Board Members and supervisory personnel, the K-12 School Improvement Committee (including MICIP) or where the committee is discussing a prohibited bargaining subject under the Public Employment Relations Act.

G. Full Rights of Citizenship

The Board acknowledges that teachers possess the full rights of citizenship, that no religious or political activities of a teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers, and that the private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it can be demonstrated that the performance of their duties has been adversely affected.

H. NEA, MEA and CEA Membership Identification

A teacher shall be able to wear the recognized NEA and MEA association membership identification and a CEA membership identification of a similar nature.

I. Board Notification

The Board or its representative shall make available upon request information regarding any new or modified fiscal programs or major revisions of educational policy, which are proposed or under consideration. The Association's information requests shall be submitted to the Superintendent during teacher non-work hours. The Board shall respond to properly submitted information requests within 12 business days, absent extenuating circumstances. The Board shall have no obligation to bargain over prohibited bargaining subjects as put forth under the Public Employment Relations Act.

ARTICLE III
PAYROLL DEDUCTIONS

A. Payroll Deductions

Upon authorization by the teacher, the Board shall make payroll deductions for Michigan Education Special Services Association options, health insurance, United States Savings Bonds, financial institutions, and United Foundation. Tax-sheltered annuities will be available to staff members. However, at least five employees must subscribe to an individual carrier before payroll deductions will be made for that company. Changes in payroll deductions under this section will not be altered after November 1. No deductions shall be allowed for Association dues or any payment to satisfy a member's obligations to the Association for dues or service fees.

B. Individual Teacher Contracts

All individual teacher contracts shall be subordinate to and consistent with this Agreement.

ARTICLE IV
MANAGEMENT RIGHTS

A. Board Exclusive Rights

The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by the provisions of this Agreement.

B. Powers Rights and Authority

The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, and authority conferred upon and vested in it by the Revised School Code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such powers, rights, and authority shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, equipment, and operations, and direct the working forces and affairs of the employer.
2. Continue its rights of assignment and direction of the work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify, or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the workforce, and lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of canying on the work including automation thereof of changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
8. Determine the placement of operations, production, services, maintenance, or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
11. Determine the policy affecting the selection, testing, or training of employees.

12. Determine reasonable provisions for health, safety, and first aid of employees during hours of employment.

C. Administrative Staff

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition, and maintenance of school buildings, and equipment; and the establishment and revision of rules and regulations governing and pertaining to the work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

ARTICLE V
TEACHING HOURS AND CLASS LOAD

A. Reporting Time

All teachers will be required to report for duty (l0) minutes before the opening of the student school day.

First 5 minutes - Teacher time (no duties) Teachers will be generally visible in halls, classrooms, offices, and libraries. This five (5) minute period prior to the starting of classes, may be used for calls, copying material, research, and conferencing with other teachers and administrators. Duties shall not be assigned during this five (5) minute period however it is understood that teachers will treat this time as passing time.

B. Teaching Load

The normal teaching load in Grades K-12 will not exceed twenty-eight (28) assigned teaching hours per week (excluding passing time and prep time), including a daily staggered preparation period equal to a regular class period for teachers teaching Grades 7-12. Each teacher assigned to the Elementary School (K-6) shall be provided a single, (50) fifty-minute block of preparation time, each full day of the scheduled work week. In the event of a scheduled half-day, there will be a modified rotation schedule created and published. The total preparation time granted will be 250 minutes each full week that school is in session. To the extent funding and scheduling permits, the buildings will attempt to provide additional preparation time consistent with the needs of that building. The time during which their classes are scheduled to receive instruction from a music, band, art, STEAM, or physical education teacher will be considered part of the preparation time. Teachers will be expected to supervise students during the passing of classes. Assignment to a supervised study period shall be considered a teaching period. Advisory period, or elementary intervention shall not be considered a teaching period. Teachers are to remain until the buses clear the campus. Teachers are to remain for a sufficient period of time to attend to those matters which require attention at that time including parent consultations as arranged with the teacher, classroom preparation, and other school-related responsibilities. The Board shall utilize additional unit members as necessary to guarantee the

above-referenced preparation time.

a. Zero-hour courses may be offered to students at the secondary level based on annual needs as determined by the Superintendent and as mutually agreed upon with the CEA. Zero-hour courses will be compensated at the rate of ¼ of the staff member's current salary step.

C. Special Teachers

Specials teachers shall be scheduled so that their assignment substantially equals the load of a regular classroom teacher. They shall be provided with relief and preparation time to the same extent as other teachers in the District.

D. Secondary Teachers

No secondary teachers shall be required to accept an assignment that requires more than four (4) daily preparations.

E. Duty Free Lunch Period

All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty-nine (39) minutes. Teachers shall not be required to supervise the cafeteria.

F. Playground

Teachers shall not be required to supervise the playground.

G. Additional Duties

In addition to their scheduled school day, teachers will be expected to attend open houses and parent/teacher conferences.

H. Staff Meetings

All teachers, unless excused by the Superintendent or their designee for extenuating circumstances, shall attend up to a total of eight (8), which do not include beginning of the school year staff meetings, scheduled staff meetings per school year, with no more than two (2) per calendar month. Staff meetings shall not exceed one (1) hour unless mutually agreed upon and will take place before or after school. Teachers shall receive a list of scheduled meetings at the first back to school meeting each school year. For the 2025-26 school year, the list of scheduled meetings will be provided within fourteen (14) days after the ratification of this Agreement.

I. Professional Work

The Board will pay for any mutually-agreed professional work performed outside of the regularly scheduled school day at the Master Contract Hourly rate. Any such work must be preapproved by the Superintendent or their designee. Teachers will not be paid for attending staff meetings as outlined above in subsection (H.).

J. Notice of Meetings

Teachers shall receive written notice of meetings at least 48 hours preceding each scheduled meeting except in case of emergency. Failure to give a 48 hour notice will negate the obligation of attendance at the meeting.

K. Class Size

The parties believe that control of class size is an important factor for the highest quality of education.

To this end, the Board agrees to study and strive to meet the following goals in keeping with its resources, balanced by its incurred obligations, and the feasibility of increasing the staff without curtailing programs and activities deemed sound and necessary by the Board. Additionally, the Board and the Association will work closely together to monitor the equality of class sizes.

Grade	**Goal**	**Maximum**
Young 5s	15-18	22
Kdg.	20-24	26
1-2	22-25	27
3-4	24-26	28
5-6	25-20	30
7-12	Professional Teachers Recommendation-based Upon the course submitted To the principal by April 1	31 or higher number requests in writing
Elem. Split	Goal for grade level	Max for grade level
Middle Split	Goal for grade level	Max for grade level
Specials Classes		
Exploratory	1 adult per	32
Industrial Arts	# of pupil stations	28
Phys. Ed.	(7-12)	40
Phys. Ed.	(K-6)	30*
Vocational	# of pupil stations	28
Art		31
Biology II, Chemistry,	31	
Physics	# of pupil stations	31

Elementary Specials Teacher – not to exceed max per grade level
Virtual Teacher – elementary 20 minimum – 30 maximum students
Virtual Teacher – Jr/Sr High 80-150 students

*unless an instructional aide is present then 35 becomes the maximum.

L. Overages

1. At the Jr.-Sr. High School (7-12) the maximums plus up to three additional students shall be allowed without the consent of the teacher. Teachers will be paid $1.50 a day, per student per class period over the classroom maximums.

2. In grades K-6, the maximum plus one additional student shall be allowed for the remainder of the current semester. Non-self-contained teachers will be paid $1.50 each day, per student per class period over the classroom maximum. Self-contained teachers will be paid $10.00 per day, per student over the classroom maximum. Payment will be retroactive to the day the student entered.

M. Maximums

If the above maximums including extra allowable students are exceeded, the Administration will add

a new section no later than the beginning of the following semester. During the semester in which the overage exists, the parties will attempt to resolve the problem by providing an aide, payment to the teacher, or some other mutually agreeable resolution.

N. Special Education

All students who are present in general classrooms, regardless of grade, needs, limitations,etc. will be included in the class count for that teacher and that class, whether an aide is present or not. (maximum number of students shall remain the same as listed above)

1. If a general education class has more than six (6) special education students, excluding students whose primary certification is Speech and Language Impaired, the District will first attempt to address the overage by assigning classroom support by providing an aide. DK and K students whose primary certification is Speech and Language Impaired and who also receive Resource Room support will be counted when determining whether a general education class has more than six (6) special education students. Such support may be provided through the use of substitutes, paraprofessionals, or other qualified District personnel, including special education teachers delivering push-in services. The provision of such support shall satisfy the District's obligation under this section and shall not result in any additional compensation to the teacher.

   If a classroom aide cannot be provided, the affected teacher may submit a written request to meet with the building-level administrator to discuss alternative supports. Absent extenuating circumstances, the meeting shall occur within ten (10) working days of the request, and the parties shall engage in discussions to identify a mutually agreeable resolution.

   If no mutually agreeable resolution is reached within eight (8) weeks of the initial discussion and classroom support remains unavailable on either a temporary or permanent basis, the District may provide additional compensation to the affected teacher as a last resort. For K-6 homeroom teachers, compensation shall be five dollars ($5.00) per day, per student, for each student exceeding the maximum. For all other teachers, compensation shall be one dollar and twenty-five cents ($1.25) per subject period, per student, for each student exceeding the maximum.

   Any such compensation shall be retroactive to the date the additional student entered the class, but only for those days on which classroom support was not provided for at least seventy-five (75) minutes per day for K-6 homeroom teachers or twenty (20) minutes per subject period for all other teachers. Compensation shall not be paid for snow days, Act of God days, or any other day on which school is not in session.

O. Counselors and Social Workers

Counselors, social workers, psychologists, and speech pathologists shall only receive a preparation period if they are assigned to teach a class, but this does not include interventions. Guidance counselors and social workers shall report to work as provided in the attached school calendar (Appendix B). If the administration directs a guidance counselor or social worker to work additional time outside of the school calendar, the guidance counselor shall be compensated at the contract master rate hourly rate.

P. Split Classroom

If a split K-6 classroom occurs (e.g., a 2nd/3rd grade class), the teacher assigned the split shall be compensated an additional one-sixth (1/6) of their daily salary for the time period the split is assigned.

ARTICLE VI
TEACHING CONDITIONS

A. Teaching

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 be directed toward ensuring that the energy of the teacher is primarily utilized to that end.

B. Materials

The Board recognizes that the appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, music equipment and materials, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. Administrators and teachers will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained within available funds as determined by the Board.

C. Copiers

The Board shall make available in each school building/District functioning duplicating facilities and devices to aid teachers in the preparation of instructional materials. The facilities and devices shall be used only for District-related purposes.

D. Teacher Facilities

The Board shall make available in each school, restroom and lavatory facilities exclusively for faculty use and at least one room furnished, which shall be reserved for the use as a faculty workroom.

E. Telephone

A telephone shall be available to teachers in their assigned classroom.

F. Parking

Adequate off-street parking, properly lighted, maintained, and identified for teacher use shall be provided.

G. Working Conditions

The Board shall provide safe, healthful working conditions for teachers.

H. Money Collection

Whenever possible, the Board will relieve teachers of the responsibility of collecting monies for the District.

I. Teacher Unavailability

Teachers shall arrange for a substitute at least 1 1/2 hours prior to the start of the student's school day that they will be unavailable to report for work.

J. Lesson Plans

All classroom teachers must provide lesson plans for a week in advance and detailed lesson plans for

at least one (1) clay in advance.

K. School Property

Teachers shall be held accountable for school materials, equipment, and facilities assigned to them when adequate lockable storage facilities are provided.

L. Supervision of Students

Supervision of students is a teacher's responsibility during the teacher's scheduled school day, for activities in all school areas such as halls, lavatories, assemblies, and classrooms. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms, and work areas.

M. Board Provided

The Board shall provide;

1. Two separate desk drawers or file cabinet drawers for each teacher in the district.
2. Closet space for each teacher to store coats, overshoes, and other such articles.
3. Storage space in each classroom for instructional materials.
4. Paper, pencils, pens, and other such materials required in daily teaching responsibility.
5. Space in each District building for the storage of school-related valuables.
6. Adequate file cabinets will be provided for curriculum materials.
7. Adequate space with adequate facilities within each school providing the needed privacy for special services teachers to carry out their responsibilities with individuals or groups of students.
8. Use of a District laptop or computer.

ARTICLE VII
TEACHING QUALIFICATIONS, ASSIGNMENTS, TRANSFERS, & VACANCIES

A. Qualifications

No teacher in the District shall be assigned outside the scope of their qualifications as established by law or Board policy.

B. Assignment Change Notification

In the event of a change of any tentative teaching or room assignment, the teacher in all cases will receive written notification.

1. A "transfer" shall be defined as either a voluntary or involuntary change in building assignment, subject area, or grade level(s) included in an assignment. The addition or deletion of preps shall not constitute a transfer.
    a. If the transfer occurs within ten (10) business days before the start of the semester or after the semester has begun, for students, the District shall pay the impacted Teacher $500.
    b. A voluntary transfer is one that is initiated by the teacher or non-instructional professional staff and approved by the District. A request for a transfer may be made in writing to the Superintendent with a copy provided to the Association. The request shall specify the school, grade, and subject/position sought. Any teacher who would like to be considered for voluntary transfer to an available position, for which they are certified and

qualified, for the following school year must submit a written request to the Superintendent and the Association by March 1st. The Superintendent or their designee will take such requests into consideration when determining staffing placements for the following school year.

c. An involuntary transfer is one that is initiated by the District.
    i. Involuntary transfers may take place to meet the instructional needs of the District as determined by the Superintendent or their designee. The Superintendent or their designee will meet with the Association to review any staffing changes due to involuntary transfer before completing the transfer.
    ii. When reasonably possible, thirty (30) days notice of the intention to transfer will be provided to the affected Teacher and the Association.
    iii. Decisions regarding the order for which staff involuntary transfers take place shall be based on the following criteria: certification and qualifications in the District's records at the time of the notice; effectiveness based on previous evaluations - evaluations within the most recent three (3) years will be considered to the extent allowable by law; relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way; and disciplinary record, if any - discipline shall only be considered if issued at the written reprimand or suspension level with or without pay to the employee and present in the employee's personnel file.
    iv. Seniority may be used as a tie-breaker if a Teacher placement decision involves two (2) or more teachers and all other distinguishing factors are equal.

C. Additional Assignments

Any assignments in addition to the normal teaching schedule during the regular school year, including adult education credit courses, driver education courses, summer school courses, and non-coaching positions enumerated in Appendix D, shall not be obligatory, except when that assignment was a condition of employment but shall be with the consent of the teacher. The teacher shall receive compensation for two hours upon appearing to teach the class even if no students attend the class. Teachers who accept extra duty positions will be compensated as per Appendix D.

D. Substitute Teachers

When all means to obtain qualified regular substitute teachers have been exhausted, the building principal may request a teacher to perform emergency substitute duty during the teacher's conference or preparation time. Compensation shall be the master contract hourly rate per class period. Teachers who work beyond the regular teacher contract hours for administrative requested help shall be compensated at a rate of the master contract hourly rate per hour with Superintendent approval.

E. Newly Created Position

Whenever a newly created position or vacancy in any teaching position in the District shall occur, the Board shall publicize the same by giving written notice, description, and qualifications for such vacancy to the Association. A "vacancy" is defined as an open position or newly created position the District intends to fill.

1. Teachers may apply for vacancies for which they are certified and qualified when they are posted to be filled by the District. Teachers requesting voluntary transfer to a vacant position may apply

in writing to the Superintendent or their designee at the time of the vacancy posting. Internal applicants shall be considered for a vacancy for which they apply and are certified and qualified prior to any external candidates interviews, for five (5) business days.

F. Reductions in Staff

It is understood by the parties that a reduction in staff may be required for reasons determined by the Board such as**,** by way of example but not limitation, financial considerations**,** reduction in student enrollment, or funding reduction. The decision of the Board to reduce staff shall not be subject to the grievance procedure.

1. Decisions regarding the order for which staff reductions take place shall be based on the following criteria: certification and qualifications in the District's records at the time of the notice; effectiveness based on previous evaluations - evaluations within the most recent three (3) years will be considered to the extent allowable by law; relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way; and disciplinary record, if any - discipline shall only be considered if issued at the written reprimand or suspension level with or without pay to the employee and present in the employee's personnel file.
2. Seniority may be used as a tie-breaker if a staff reduction or recall decision involves 2 or more teachers and all other distinguishing factors are equal.
3. The Association will be given at least thirty (30) calendar days notice of reductions to teaching staff, absent extenuating circumstances.
    a. Within ten (10) days of the disclosure of the recommended reductions or recalls, the Association shall respond in writing with its alternative order of layoff or recall if it disagrees with the Superintendent's recommendations.
4. The Board shall give written notice of layoff in writing to the affected Teacher(s).
5. The certification and qualifications of a Teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.
6. A Teacher accepting recall from the District will be offered two (2) weeks notice before being required to report for duty at the District of Recall. A Teacher refusing an offer of recall to a position for which the teacher is adequately certified and qualified shall be deemed a voluntary quit and shall result in forfeiture of further right of recall.
7. Seniority rights shall be lost by the teacher if the teacher does not return following two (2) weeks of the layoff recall date.

G. Probationary Teachers

Probationary teachers cannot grieve any aspect of this Article through the Grievance Procedure. Tenured teachers may grieve an alleged violation of this Article up to, but not including, arbitration.

Concerning layoff and recall decisions, if the Association responds to the administration's recommended list described in G(3)(a) above by submitting in writing an alternative order list, and the Board does not accept that alternative order list, the parties within ten (10) days may agree to mediation with a MERC mediator and either party may schedule expedited arbitration These decisions are otherwise not subject to the grievance procedure.

ARTICLE VIII
EXTRA DUTY ASSIGNMENTS

A. Appendix D Assignments

Assignments enumerated in Appendix D shall not be obligatory.

B. Coaching

Assignments for coaching shall be made in writing by the Superintendent with the approval of the Board. Reassignment of bargaining unit members shall be automatically renewed if the Board takes no action to the contrary by the second regularly scheduled monthly board meeting after the conclusion of the season. For the purposes of this article, the conclusion of the season means the State Finals in that particular sport. A unit member coach shall be entitled to reappointment unless his performance is determined to be unsatisfactory by his supervisor. A coach not reappointed to a coaching position will receive a written explanation stating the reasons.

C. Evaluation of Coaches

The Athletic Director is directly responsible for the formal evaluation of all Coaches. These evaluations will be reduced to writing and a copy given to the coach within fifteen (15) calendar days of the conclusion of the season. If the affected coach disagrees with the evaluation, within five (5) calendar days after the receipt of the evaluation, the coach may request a meeting with the Athletic Director to discuss the evaluation. The coach has five (5) calendar days to attach a written rebuttal to the evaluation.

D. Pay

Coaches will be paid in accordance with Appendix D in the Agreement. At the junior high level, if both 7th and 8th graders participate on the same team and play as a team, the coaches will be paid at the 8th-grade level only. If the 7th and 8th graders compete against teams of the same grade level (7th-grade basketball vs. 7th-grade basketball) for the majority of their schedules, then the coaches will be paid at the grade level they are coaching.

E. Posted Qualifications

A person meeting the posted qualifications may apply for an extra duty position. The District will consider any bargaining unit member who meets the posted qualifications. The Board will select the candidate it determines is superior in the majority of the following factors including: Certification, qualifications, background attainment, and other relevant factors. This shall not be construed to mean that all such vacancies will be filled from within the District. In case the position is to be reinstated after a period of not existing (position dropped due to lack of funds, etc.), the coach at the time it was dropped may be given consideration if he/she is available. An extra duty coach who was discharged, non-renewed, or resigned from an extra duty position will be presumed to be less qualified.

F. Cancellations

A bargaining unit employee shall be paid in accordance with Appendix D unless there are cancellations due to a government shutdown or local health emergency. For these athletic positions,

coaches will be compensated if the season is cancelled prior to the beginning of the season due to a pandemic, government shutdown, or local health emergency, provided the coach presents information of significant planning or startup activities in preparation for the season. The percentage of compensation will be determined by the District, but the Board will consult with the Association.

G. Requirements for Pay

Appendix D Groups I-V assignments (sports coaches) will be paid out on the next eligible pay period following when the coach has completed all of their job responsibilities, which may include but not limited to collecting uniforms and equipment and holding a season-ending banquet, and the Athletic Director has signed off that the coach has completed all of their assigned job responsibilities.

H. Payment for Extra Duty

Other Appendix D extra duty assignments will be paid out on the next eligible pay period upon completion of all assigned job responsibilities as determined by their building principal, with the sponsor (or co-sponsors) submitting all the required paperwork to the Central Office, and the Superintendent or designee has signed off that the sponsor has completed all of their assigned job responsibilities. Co-sponsors will not be paid out until each has submitted all required paperwork.

ARTICLE IX
EVALUATIONS AND MENTOR TEACHERS

A. Evaluations

Administrators will make every attempt to have observations completed by May 1st, to comply with the integrity of the sole purpose of the evaluation process.

B. Mentor Teachers

1. A mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code.
2. Each bargaining unit member in his/her first four (4) years in the classroom or a tenured teacher who received a rating of needing support or developing in the teacher's most recent year-end evaluation shall be assigned a Mentor Teacher by the Administration. Teachers who have received tenure in another district in the state of Michigan may waive being assigned a mentor, in writing. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
3. A Mentor Teacher shall be assigned in accordance with the following:
    a. The Mentor Teacher shall be a tenured teacher.
    b. Participation as a Mentor teacher shall be voluntary.
    c. The District shall notify the Association of those members requiring a mentor assignment.
    d. The Administration will notify the Association when mentor-teacher assignments have been finalized.
    e. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.

f. The Mentor Teacher assignment shall be for one (1) year subject to review by Mentor Teacher and Mentee after four (4) months. The appointment may be renewed in succeeding years.

4. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher and Mentee.
5. Upon request, the Administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular workday. Where possible the Mentor Teacher and Mentee shall be assigned common preparation time.
6. A mentor shall be assigned within ten (10) workdays of the new teacher's starting date.
7. In the event that a Master Teacher does not volunteer for a posted position within the ten (10) day period an administrator, who is not performing evaluations/observations on the mentee teacher, may fill the Master Teacher position and shall be compensated according to Appendix D.
8. A Mentor Teacher, while assigned, will be paid per Appendix D.

ARTICLE X
PROTECTION OF TEACHERS & STUDENT DISCIPLINE

A. Regular Classroom Teacher

It shall be the responsibility of the teacher to report to their principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

1. The right of pupil assignment remains the responsibility of the administrative personnel of the district and the final determination of such assignment shall be made by the administrative staff after proper evaluation.

B. Assault on a Teacher

Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately, in writing, to the Superintendent or their designated representative. In the event of such assault and upon recommendation of the Association, the Board shall review the matter and provide legal assistance to the teacher relative to his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the matter by law enforcement and judicial authorities.

1. Legal assistance shall be interpreted as providing legal consultation to protect the unit employee's rights. Said consultation shall not mean the actual filing or processing of legal pleadings or a Board-provided lawyer's presence at a suit or trial. It shall mean the right to discuss with said Board provided lawyer all facets of the situation and be provided with legal recommendations and may be provided with legal recommendations, unless it is in conflict with the interests of the Board or is prohibited by law.

C. Sending Student to Office

A teacher may send a student to the office for the balance of a class period when all ordinary classroom disciplinary procedures have been exhausted and the persistent disruptive behavior makes

their continued presence an impossible constructive educational situation; provided due process with regard to student rights is followed. The teacher will furnish the building administrator as promptly as his teaching obligations will allow, full particulars of the situation.

D. Time Lost

Time lost by a teacher because of an assault by a student while a teacher is performing teaching services, which is not compensable under worker's compensation because the time lost is not of sufficient duration to qualify for worker's compensation benefits, shall not be charged against the teacher's sick leave unless the teacher is found to have acted improperly as determined by the Superintendent or adjudged to be guilty or liable by a court of competent jurisdiction.

ARTICLE XI
PROFESSIONAL IMPROVEMENT

A. Tuition Reimbursement

Any teacher, with prior Board approval, who enrolls in a course related to their instructional responsibility at an NCATE (National Council for Accreditation of Teacher Education) accredited college or university may receive reimbursement from the Board for their tuition and books upon the successful completion of such course, up to $750 per semester. If the Board requires a teacher to complete any course(s) related to their instructional responsibilities, the Board shall reimburse the teacher for all expenses of such course(s).

B. Conference Workshop Attendance

The Board may at its discretion provide upon application all or any part of the necessary funds for teachers who are approved by the Superintendent or their designee to attend selected professional conferences, school visitations, and the Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. The teacher who is given permission by the Board to attend such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

C. In-Service Planning

At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. All teachers desiring to attend shall be allowed to do so. In addition, the Board encourages its present staff to enroll in courses designed to improve reading instruction. The Capac Curriculum Coordinating Council is responsible for planning in-service programs for the district. Teachers attending such courses, workshops, conferences, and programs will receive the hourly stipend of the master contract hourly rate, for specifically outlined hours, if preapproved in writing by the Superintendent.

D. New Teachers

New teachers to the District shall attend an orientation meeting prior to the first day of school. Probationary teachers who are required by law to attend five (5) career development training days per school year shall do so at the Board's expense. Three of the five days per school year shall be scheduled during the normal work day and a substitute shall be provided. Two of the five days per year shall be the probationary teachers' responsibility to attend without additional compensation. The Board shall pay all expenses for five (5) days per school year. In the event the law is rescinded, probation teachers will not have this requirement.

ARTICLE XII
SENIORITY

A. Consolidation of Districts

In the event this district shall be combined with one or more school districts, the Board will use its best efforts to assure the continued employment of its teachers in such a consolidated district.

B. Seniority List and Definition

Each school year, one seniority list will be prepared ranking all teachers in order of their seniority. Seniority shall be defined as the first calendar teacher's day of work. In the event that more than one individual is hired on the same date, all individuals so affected will participate in a drawing, by lot, to determine the position on the seniority list. Employment seniority will continue to accumulate when teachers are on military leaves. All seniority is lost if there is a severance of employment. Seniority will not accumulate and will be frozen for individuals on layoff, sabbatical, study, health, or other leaves.

C. Administrators and Supervisor Seniority

A teacher who becomes an administrator or supervisor shall be carried, but frozen, on the seniority list at the level of their proper seniority date, and will assume that position on the seniority list should they transfer to teaching status but may receive credit for years of service.

ARTICLE XIII

PAID LEAVES OF ABSENCE

A. Sick Leave

If ESTA is in effect, all teachers absent from duty because of illness or injury or whenever the teacher is required during school hours to consult a doctor because of personal health shall be allowed full pay for a total of eleven (11) days per year, to be used in half-day or full-day increments. Such leave will be computed for the ensuing year, and upon employment or at the beginning of each school year, each teacher will be credited with the total accumulation due that school year.

> If ESTA does not exist, all teachers absent from duty because of illness, injury, or whenever the teacher is required during school hours to consult a doctor because of personal health, shall be allowed full pay for a total of eight (8) days per year, to be used in half-day or full-day increments.

1. Notwithstanding anything to the contrary in this Agreement, if the Michigan Earned Sick Time Act ("ESTA") is in effect, each ESTA year (i.e., each school year), the first 72 hours of paid sick leave may be used for any ESTA purpose, with those 72 hours of leave being subject to the same conditions as provided in ESTA. Sick leave used for ESTA purposes may be used in half-day increments.
2. Illness or injury leave days may be used for illness or injury to members of the immediate family. Immediate family shall be defined as father, mother, mother-in-law, father-in-law, spouse, sister, brother, sister-in-law, brother-in-law, child, son-in-law, daughter-in-law, grandparents, grandchildren, step-relations, niece/nephew, or a

dependent of the immediate household.

3. All illness or injury leave must be submitted to and approved by the Superintendent.
4. The Superintendent may require the teacher to produce medical certification of the illness or disability upon the fourth (4th) consecutive day of absence due to illness or disability unless the Superintendent suspects that the teacher has abused his or her sick day(s) then the medical certification may be requested at any time. If the administration requests a second medical certification of the illness or disability, the Board shall bear the expense.
5. A teacher may accumulate a maximum of one hundred fifteen (115) sick leave days. If a teacher has acquired more than 115 sick days by the end of the school year , the teacher will sell back to the District sick days over 115 days to be paid at seventy-five ($75.00) per day. Payment will be made on the last pay day in June.

B. Bereavement Leave Use

1. At the beginning of each school year, each teacher shall be credited with six (6) days to be used for deaths in the immediate family of the teacher or spouse. Immediate family shall be defined as father, mother, mother-in-law, father-in-law, spouse, sister, brother, sister-in-law, brother-in-law, child, son-in-law, daughter-in-law, grandparents, grandchildren, step-relations, niece/nephew, aunt/uncle, or a dependent of the immediate household.
2. An employee may use two (2) bereavement days (from the initial six) for funerals other than immediate family.
3. Unused bereavement days are not carried forward to future school years.

C. Leave of Absence (Jury Duty)

A leave of absence shall be granted to a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which they otherwise would have been scheduled to work to a maximum of 30 days.

D. Leave of Absence (Legal proceedings connected to employment)

A leave of absence shall be granted for the time necessary for an appearance in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend.

E. Illness Contracted Through Student Contact

A teacher absent from work because of mumps, scarlet fever, measles, tuberculosis, lice, scabies, impetigo, or chicken pox shall suffer no loss of compensation and shall not be charged with a loss of personal sick leave. In order to qualify for this leave, it must be determined that the disease was contracted through a student and not family contact.

F. Board Requested Examination

The Superintendent may request a teacher to submit to physical or mental examinations by appropriate specialists mutually chosen by the Board and teacher to determine whether involuntary sick leave is warranted. The cost of the initial examination beyond that covered by medical insurance shall be the responsibility of the Board.

G. Circumstance Absenteeism

The parties agree there may be personal conditions or circumstances which may require teacher absenteeism to attend to personal business. The Board agrees that such leave will not be deducted from the teacher's sick leave accumulation, and any unused personal leave days will be added to the teacher's sick leave accumulation the following year unless the teacher has reached the maximum of 115 sick days. Teachers will be provided four (4) personal leave days per year. These personal leave days may be used under the following conditions:

If ESTA is in effect, teachers will be provided one (1) personal leave day per year, and then may use an additional three (3) days from their accrued sick leave for personal leave days per year.

If ESTA does not exist, teachers will be provided four (4) personal leave days per year.

1. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least five (5) working days in advance of the anticipated absence, except in cases of emergency, for approval by the Superintendent or his/her designated representative. In such cases, the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor. If prior timely notification is not received, the administration may deny the personal leave request.
2. The maximum length of leave shall not exceed 4 days per school year.
3. Personal leave may not be used on the first or last day of school except in case of emergency and with Superintendent approval.
4. No more than two teachers per building or session per day may be granted the leave, with a maximum of six within the District.
5. Teachers may not use more than two (2) personal days on consecutive school days unless preapproved by the Superintendent.

H. Officers Representative Association Days

A total of ten (10) days, per contract year, shall be available for the officers and representatives of the Association to attend conferences, workshops, hearings, and seminars conducted by the MEA, NEA, and/or affiliate departments thereof, and the various governmental units involved in the education process. The Association agrees to pay the retirement reimbursement and to notify the Board no less than forty-eight 48 hours in advance of taking such leave. In addition, three (3) hours per month, as needed, shall be available to union officers for in-district business.

I. Worker's Compensation Benefit Difference

If a teacher receives worker's compensation benefits because a teacher is injured while performing services in the line of duty, the teacher shall receive the difference between the worker's compensation benefits and the teacher's salary for a period not to exceed nine (9) months, and with no deduction from accumulated sick leave.

J. Leave Days Prior to or after Breaks

Leave days prior to or after scheduled breaks; no more than two (2) teachers may be off, per building per break for any reason. These days will be on a first come first serve basis.

ARTICLE XIV
SABBATICAL LEAVE

A. Sabbatical Leaves Board Granted

Subject to the applicable Michigan Statutory provisions and any amendments thereto, the Board may grant Sabbatical leaves for study providing:

1. No more than 2 teachers in the district shall be absent on Sabbatical leave at any one time.
2. Requests are made in writing to the Superintendent 200 days prior to the intended commencement of the leave.
3. The teacher shall agree to remain in the employ of the district for a period of not less than two years following his return from Sabbatical leave.
4. The employee on Sabbatical leave will be required to file periodic reports with the Superintendent.

B. Notification from Board

The Board shall be responsible for granting or denying all requests for a leave of absence. Teachers requesting Sabbatical leave will be notified on or before April 1, if their requests have been accepted or rejected. Teachers requesting Sabbatical leave for the second semester will be notified on or before November I.

C. Return From Sabbatical Leave

Upon return the teacher shall be entitled to advance to the next level on the salary schedule, receiving the benefit of the salary increase while on leave, providing all requirements of the Sabbatical leave policy have been fulfilled satisfactorily in the judgment of the Superintendent.

D. During Sabbatical Leave

During said Sabbatical leave, the teacher shall be considered to be in the employ of the Board, shall have a contract, and shall be paid one-half of his/her annual salary and receive full insurance benefits.

E. Written Notification by December 1

The teacher shall give written notification to the Superintendent of either his/her intention to return or request an extension by no later than December l for the first semester or May 1, of the last semester of leave.

ARTICLE XV

UNPAID LEAVES OF ABSENCE

A. Leave Duration

A leave of absence of (one year with the second year at the Board's discretion) may be granted to a tenured teacher upon application for the purposes of participating in exchange teaching programs to other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps, or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his/her professional responsibilities, provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the next step of the salary schedule if the teacher worked more than one (1) full semester the prior school year. If the teacher did not work at least one (1) full semester of the prior school year they will remain on the same step of the salary schedule they were on when the leave of absence began and shall remain on that step for the

entirety of that school year.

B. Association Officer

A leave of absence of one year may be granted to a tenured teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon returning from such leave, such teachers shall be placed at the next step on the salary schedule if the teacher worked more than one (1) full semester the prior school year. If the teacher did not work at least one (1) full semester of the prior school year they will remain on the same step of the salary schedule they were on when the leave of absence began and shall remain on that step for the entirety of that school year.

C. Campaigning Serving Public Office

A leave of absence for one year may be granted to a tenured teacher for the purpose of campaigning for or serving in a public office. The leave may be granted for no more than one year provided a suitable replacement is available for the period.

D. Illness and/or Disability

Medical Leaves of absence for the purpose of illness and/or disability (i.e.; scheduled surgery, childbirth) are available to those teachers when they are unable to work because of such disability and have exhausted all available paid sick leave, subject to the teacher providing the Superintendent or their designee with documentation from the treating physician detailing the necessity of the leave. Such leaves shall commence when the teacher is no longer able to adequately perform the duties to which he/she is regularly assigned and shall last, until such time as he/she is able to assume those duties, but not more than one year and the leave may be renewed at the discretion of the Board.

> In case of any dispute as to whether a teacher, under this provision, is able to adequately perform the duties to which he/she is regularly assigned, the physician who has treated the teacher throughout the disability shall make the final and binding determination unless the Board desires an additional opinion from a mutually selected physician by the Board and teacher at Board expense.

E. Pregnancy or Childbirth

A teacher may take twelve (12) weeks of unpaid family medical leave in accordance with the Family and Medical Leave Act (FMLA).

F. Newborn Child

Accrued paid leave must be exhausted prior to the granting of unpaid leave. Applicable leaves of absence will run concurrently with FMLA leave.

G. Adoption of a Child

A member of the bargaining unit upon the adoption of a child shall be granted, upon application to the Board, a leave of up to one year with a second year's extension at the Board's discretion.

H. Armed Services

A leave of absence shall be granted to any teacher upon application who is inducted into the Armed Services of the United States. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the system during the period of time covered by his induction.

I. Illness Immediate Family

A leave of absence of not less than 90 days shall be granted to any teacher upon written application in case of illness of the immediate family according to FMLA guidelines. The teacher shall give written notification to the Superintendent by no later than November I, or February I of the semester of leave of either his/her intention to return or request for an extension of the leave, via written communication to the Superintendent or their designee. An extension may be given upon recommendation of the Superintendent and approval of the Board.

J. Personal Illness or Disability

A teacher that is unable to teach because of personal illness or disability and who exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or injury, up to one year and the leave may be renewed at the discretion of the Board. Insurance and all other related costs shall be the responsibility of the teacher after available and applicable FMLA leave is exhausted.

K. Advance Training to Meet District Needs

Leave may be granted at the discretion of the Board upon application for special programs to advance the teacher's training to meet specific needs in the District or for study related to the teacher's field.

ARTICLE XVI
NEGOTIATION PROCEDURES

A. Voluntary Mutual Consent

This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written signed amendment to this Agreement.

B. Bargaining Representatives

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the District.

C. Target Specific Bargaining

As long as the parties are engaged in target-specific bargaining, it is agreed that equity is an important factor to be considered. The Association and the Board shall share in the obligations of negotiations and quarterly meetings.

ARTICLE XVII
GRIEVANCE PROCEDURE

A. Grievance Timeline

A claim by the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. For the purpose of this article, all referred-to days shall be school days during the school year and days the District Central Office is open during the summer.

Step 1: Within ten (10) days of the occurrence, the teacher shall discuss the problem with the building principal.

Step 2: If the teacher or the Association does not believe the problem has been resolved, within ten (10) days of the discussion with the principal, the Association shall file a written grievance with the building principal, and a written decision is required within ten (10) days.

Step 3: Within ten (10) days, if the teacher or the Association believes the decision is incorrect or incomplete, the written grievance shall be transmitted to the Superintendent or his/her designee. Within five (5) days, the Superintendent or his/her designee shall meet with the teacher or the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) days of such meetings, and shall furnish a copy thereof to the aggrieved teacher and the Association.

Step 4: Within ten (10) days, if the Association believes the decision is incorrect or incomplete, the written grievance shall be transmitted to the Board of Education or a designated Board committee. The Board will review the grievance no later than the next regular meeting. Disposition of the grievance in writing by the Board shall be made no later than ten (10) days thereafter.

Step 5: If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the period above provided, the grievance may be referred for arbitration to the American Arbitration Association. Referral to the American Arbitration Association must take place within ten (10) days after the decision of the Board, or if no disposition has been made by the Board within the period above provided, within seventeen (17) days after the date it was submitted to the Board.

B. Arbitrator Selection

If the parties cannot agree on the identity of the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceedings. 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. Each party shall bear the full cost for its side of the arbitration and will pay one-half (1/2) the cost for the arbitrator. The Association shall have the right to process a grievance to arbitration.

C. Powers of Arbitrator

Powers of the arbitrator are subject to the following limitations:

1. He/She shall have no power to decide any question which is within the jurisdiction of the Civil Rights Commission, the Michigan Employment Relations, or Teachers' Tenure Commission or to decide a grievance which is based upon an alleged violation of a Board Policy. An arbitration shall be held in abeyance if charges or complaint is filed before any administrative body or a court with competent jurisdiction.
2. He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement including salary schedules.
3. He/She shall not consider more than one grievance at the same time, except upon the express written mutual consent, and then only if they are of a similar nature.
4. His/Her power shall be limited to deciding whether the Board has violated the express

articles or sections of the Agreement.

5. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first determine the arbitrability of the grievance. A case that is ruled non-arbitrable shall be referred back to the parties without a decision or recommendation on its merits.
6. The arbitrator does not have substantive jurisdiction to hear any grievance addressing a prohibited bargaining subject under Section 15 of the Public Employment Relations Act.

D. Disclosed Evidence

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.

E. Time Limits

The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event, a grievance is filed after May 15, of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible.

F. Written Grievances

Written grievances shall:

1. Be signed by the grievant(s) or Association;
2. Be specific;
3. Contain a synopsis of the facts giving rise to the alleged violation;
4. Cite the section or subsections of the collective bargaining agreement alleged to have been violated;
5. Contain the date of the alleged violation; and
6. Specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such as rejection shall not extend the time limitations set forth in this Article.

The following matters shall not be the basis of any grievance filed under this Article:
An alleged violation of Michigan or federal statutory or regulatory law (including constitutional provisions) is not subject to the grievance process. Instead, the alleged violation may be processed through the appropriate agency or judicial enforcement of the law(s) in question.

G. Reprisals

No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation. The personnel file of the teacher shall not reflect in any way that a grievance was filed.

H. Personal Complaint

If an individual teacher has a personal complaint that he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. No grievance shall be adjusted that is inconsistent with the terms of this agreement.

I. Association Member Meeting Attendance

When and if it is necessary for a member of the Association to attend a meeting involving District administrators, during school hours, for the purposes of processing a grievance; there will be no deduction in pay for the person or persons involved in such procedures.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

A. Contrary to Law

If any provision of this agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed void and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect during the life of the Agreement.

B. Copies of Agreement

Copies of this agreement shall be posted to the District's website.

C. Students Not Present

On scheduled student attendance days, if the students are not present because of conditions not within the control of school authorities, teachers will not be required to be present. If students are sent home after the school day has begun due to any reason other than inclement weather, teachers may be required to remain. School buildings will be open, if possible, to permit teachers to work in the buildings if they so desire.

D. Mileage Rate

If it is necessary, in the opinion of the Board or its representative, for a teacher to use his/her private vehicle for professional services, the teacher shall be paid at a rate per mile as established by the Bureau of Internal Revenue guidelines. Such rate shall be adjusted effective January 1st of each year to reflect the Bureau of Internal Revenue guidelines.

1. All in-county mileage and mandated out-of-county mileage will be reimbursed at the contractual rate. The reimbursement rate is determined by using the Bureau of Internal Revenue guidelines.
2. All out-of-county travel requested and approved will be reimbursed at the "actual cost of gas." A reimbursement request must be accompanied by a receipt.

E. Number of Pay Periods

The teacher's regular salary shall be paid, via direct deposit, biweekly in 20 (21 pays if the 20th payday occurs before the end of the school calendar) or 26 pays (27 pays if the 26th pay day occurs before the end of the contractual school year) and provisions shall be made for deductions by the Board and remitted to the appropriate agencies.

ARTICLE XIX
CALENDAR

A. The parties agree that the school calendar shall be set forth in Appendix B. There shall be no deviation from or change in this school calendar except by mutual agreement of the Board and the Association. It is agreed, however, that work clays may be rescheduled by the Board, in the event such is necessary in order to meet the minimum number of student instruction clays or hours required by law. It is understood that rescheduled clays shall be considered as part of the regular school year and no employee shall receive additional compensation for those clays. The dates of the rescheduled clays shall be determined by the Board and Association.

ARTICLE XX
TEACHER COMPENSATION

A. Salary

The basic salaries of teachers covered by this Agreement are set forth in Appendix C which is attached to and incorporated in this Agreement. Such salary shall remain in effect during the designated periods.

B. Experience

The Board may credit newly hired members for years of similar professional experience in other school districts or institutions at its discretion.

C. Advancement Salary Schedule

Advancement to the next lane on the salary schedule shall be effective at the beginning of the school year and after completion of the first half of the school year upon the presentation to the Superintendent of proof of completion of credits or degrees. Such proof must be submitted before October 1, for the beginning of the school year, and on or before March I, for the second half of the school year.

D. Credit and Degrees

As of September 6, 2016, any new graduate credits earned beyond the MA level, or new college credits earned beyond the MA level that meet the state continuing education requirements, shall be applied for compensation on the MA + 15 or MA + 30 level salary schedule. As of September 6, 2016, any other new coursework credited beyond the MA level may be applied for compensation on the MA + 15 or MA + 30 level salary schedule subject to approval by the Superintendent.

E. Hourly Rate

The Master Contract Hourly Rate for teaching in addition to the teacher's regular schedule is defined in Appendix D. All professional teaching assignments of 12 months duration shall be compensated at the rate of 1.33 of the appropriate step on the current salary schedule, compensation will continue on the basis of the previous contract until such time as a new agreement is ratified. The difference in pay will be retroactive to the beginning of the individual's current contract. Whether a contract is a 12-month

contract or rider issued to a regular contract shall be at the discretion of the Board of Education and its representative.

F. Non-Professional Duties

Nonprofessional duties may be refused by the involved teacher.

G. Reimbursement of Accumulated Sick Leave

Upon voluntarily leaving employment with the District after fifteen (15) years, or retiring after ten (10) years, a teacher shall be reimbursed for all accumulated sick leave, so long as the teacher provides the Superintendent or designee written notice of their severance of District employment by May 1 of that school year. Such reimbursement shall be computed by multiplying the number of unused sick days times eighty-five ($85.00) dollars per day for the accumulated sick days up to the accumulation cap established by Article XIII(A)(5). Payment will be made at the time of severance of employment.

If a teacher who would otherwise be qualified for the sick day payout described above provides the Superintendent or designee written notice of their severance of District employment after May 1 of that school year, the teacher shall be reimbursed by multiplying the number of unused sick days times fifty dollars ($50.00) per day.

a. Individuals with $3,000.00 or more accumulated unused sick leave pay shall have the benefit deposited as a lump sum distribution to an approved Special Pay Plan as defined by IRS rules and regulations. The Capac District plans are managed by MidAmerica or from an approved list and details are available at the Central Office. Accumulated unused sick time of less than $3,000.00 will receive benefits through the District's payroll.

ARTICLE XXI
INSURANCE PROTECTION

A. Board Provided

The Board shall provide to all full-time teachers, up to full family health care and insurance benefits on one of the following plans. The Board will provide MESSA Plan A or Plan B as follows.

Any insurance premiums required to be paid by the employees will be on a pre-tax basis.

Plan A:

MESSA ABC Plan 1($17000/$3400 with 3-Tier Rx), or MESSA Essentials ($375/$750, 20% Co-Ins with EBM Rx)
Delta Dental 80/80/80 $1,000 maximum per person per benefit year
Life Insurance $40,000 AD&D
Vision VSP2
*MESSA (LTD)

Additional coverage plans may be added or changed by mutual agreement of the parties.

Plan B: for those not needing health insurance:

A teacher by written proof is covered under another group contract may receive a

cash stipend in lieu of a health insurance option at a rate of $3,000 per contract year. If more than 30% of employees covered by this collective bargaining agreement opt for cash in lieu of health insurance the rate will be $3,500 per contract year. Cash in lieu will be provided on the condition that: (1) employee voluntarily and in writing opts out of the available medical health care plan, and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Health Care Act.

Delta Dental (same as plan A)
Life Insurance $40,000 AD & D
Vision (same as plan A)
*MESSA (LTD)

***MESSA Long Tenn Disability (LTD)**

66.6% of pay to a max of $4,500 per month
120-day waiting period
freeze on offsets
2-year limit on drug/alcohol and mental/nervous disabilities

B. Board Compliance with Public Act 152

Dependent upon Board Action (i.e. "Hard-Cap" or 80/20 in relation to PA 152) the District agrees to pay the legal maximum amount toward health premiums for the full twelve-month period commencing January 1 and ending December 31, for all employees who complete their contractual obligation. If an employee terminates his/her employment for reasons other than illness prior to June, his/her subsidy shall terminate on the first of the following month. In instances where the cost of the coverage exceeds the amount of the subsidy, the School Board shall make provisions for the excess to be payroll deducted. Employee contributions toward medical benefit costs above the Board Action shall be obtained via payroll deduction. Employee Benefits in the areas of Dental, Vision, Life, LTD, et al, are not affected by the "Hard-Cap" of 80/20 Legislation at this time. In the event Legislation changes and increases the cost to the District, the District may competitively bid health care plans.

a. For 2025-2026, the Board agrees to contribute to the premium payments at the following levels:
   $7,718.26 annually (or $643.19 per month) for employees with single person coverage;
   $16,141.28 annually (or $1,345.11 per month) for employees with two-person coverage; or
   $21,019.85 annually (or $1,754.15 per month) for employees with family coverage

b. The contributions will increase to the maximum extent allowed by the state hard caps. If PA 152 is repealed or amended, the parties agree to bargain over the impact of that statutory change and contributions made by the employer and employees.

C. Board Compliance PA 152, Semester Worked

For purposes of clarification, it is understood that for each semester worked, six months of benefits will be paid by the Board subject to the employee's contribution as required under PA 152.

D. Board Compliance PA 152, Part-time Employees

The Board shall provide in compliance with PA 152, to part-time teachers either Plan B or they shall pay the portion of Plan A according to their part-time status and in compliance with PA 152.

ARTICLE XXII
DEPARTMENT HEADS, K-12

A. Division of Departments

Divisions of departments: All Teachers shall work in at least one of the departments listed below.

i. Language arts
2. Fine arts
3. Math
4. Physical education/health
5. Science
6. Social studies
7. Vocational
8. Special Education

B. Department of Heads Qualifications

Department heads must meet the following criteria or meet mutually agreed-upon criteria between the Superintendent and the Association:

ii. Tenure teacher
2. Major or minor field

C. Selection

a. The position posted in May and filled for two school years.
b. After five (5) days, a committee composed of the building principals, the curriculum director, and three (3) representatives from the Association will meet and, if possible, select two (2) candidates for each position.
c. The final selection of the department heads will be made by the Superintendent.
d. The final selection of department heads will not be later than July I.

D. Stipends for Department Heads

The stipend for Department Heads shall be 5% paid on the BA/BS 4 Step Salary Schedule according to Appendix C Schedule.

ARTICLE XXIII
DURATION OF AGREEMENT

The terms and conditions of this agreement shall be effective from July 01, 2025, continue through June 30. 2028. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION NEGOTIATION TEAM

_____		_____	
Board President	Date	Superintendent	Date

CAPAC EDUCATION ASSOCIATION TEAM

_____		_____	
Association President	Date	Association Representative	Date

APPENDIX A

CAPAC COMMUNITY SCHOOL DISTRICT
GRIEVANCE PROCEDURE REPORT

Submit in Triplicate

STEP I

a. Date problem was informally discussed with the supervisor.

STEP II

a. Date cause of grievance occurred.
b. Date grievance was given in writing to the supervisor.
c. Statement of grievance and the relief sought.

_____
Signature of Grievant Date

d. Disposition of supervisor.

_____
Signature of Supervisor Date

e. Grievant and Association position.

_____
Signature of Grievant Date

_____ _____
Signature of Supe1visor Date

STEP III

a. Date received by Superintendent or Designee.
b. Disposition of Superintendent or Designee.

_____ _____
Signature Date

c. Position of Grievant and Association.

---------- /_____
Signature of Grievant Date

_____
Signature of Association Date

STEP IV

a. Date received by Board of Education or Designee.
b. Disposition by Board.

_____ I _____
Signature of Board Member Date

c. Position of Association

_____ I _____
Signature of Grievant Date

_____ _____
Signature of Association Date

SIEP V

a. Date submitted to arbitration.
b. The decision of Arbitrator is attached.

APPENDIX B

CAPAC COMMUNITY SCHOOL DISTRICT
SCHOOL CALENDAR

To be negotiated annually

New Teacher PD 8/18/26 DPPD = 6 (new teachers only)
Teacher Meetings/Work Time 8/19/26 • Meetings - 0.75 hrs. superintendent, 2 hrs. building • Teacher Work Time (2.75 hrs) • CEA meeting (0.5hrs.)
Open House 8/19/26 5pm - 7pm (2 hours at each building, $80 stipend for attending/participating 2 hrs.)
Teacher PD 8/20/26 DPPD = 6
First Day of School 8/24/26, ½ day for students, afternoon PD (SafeSchools PM) DPPD = 3 hrs.
No school 9/4/26, 9/7/26 (Labor Day Recess)
No school for students 9/23/26, Full day PD for teachers DPPD = 6 hrs.
Count Day 10/7/26
Parent/Teacher Conferences 10/8/26, ½ day school for students Conf. Times 12:00pm-3:00pm, 5:00pm-8:00pm
No School 10/9/26
End of Q1 10/23/26
No school 11/25/26-11/27/26 (Thanksgiving Recess)
End of Q2/S1 12/18/26
No school 12/21/26-1/1/27 (Christmas Break)
No school for students 1/18/27, Full day PD for teachers DPPD = 6 hrs.
Count Day 2/10/27
Parent/Teacher Conferences 2/11/27, ½ day school for students Conf. Times 12:00pm-3:00pm, 5:00pm-8:00pm
No school 2/12/27-2/15/27 (Mid-Winter Break)
District Full Day PD 2/16/27 DPPD = 6 hrs.
½ Day for students, 1/2 day PD 3/17/27 DPPD = 3 hrs.
End of Q3 3/19/27

No school 3/26/27-4/2/27 (Spring Break)
No school 5/31/27 Memorial Day Recess
Last Day of School 6/3/27, ½ day for students End of Q4/S2

APPENDIX C

2025-2026 Salary Schedule

- Eligible teachers receive Steps & Lanes on the 2024-2025 Salary Schedule
- Teachers who were on Step 14 for the 2024-2025 school year and will be on Step 14 for the 2025-2026 school year will receive a $3,500 off-schedule payment on the second pay period following mutual ratification of this Agreement.
- All other Teachers will receive a $1,250 off-schedule payment on the second pay period following mutual ratification of this Agreement.

2026-2027 Salary Schedule

- Each Step on the 2024-2025 Salary Schedule will be increased by $1,250
- Step 1 will be eliminated from the Salary Schedule.
- A Step 15 will be added to the Salary Schedule (as shown below), by adding an additional $1,750 to Step 14 (after the $1,250 is added to Step 14)
- Eligible teachers receive Steps & Lanes

08-01-26					
STEP	**BA**	**BA+18**	**MA**	**MA+15**	**MA+30**
~~1~~	~~40,947~~	~~42,597~~	~~44,247~~	~~45,892~~	~~47,543~~
2	44,680	46,345	48,018	49,683	51,356
3	47,161	48,848	50,535	52,222	53,911
4	49,639	51,346	53,055	54,763	56,465
5	52,118	53,844	55,572	57,296	59,028
6	54,599	56,348	58,093	59,839	61,583
7	57,080	58,846	60,613	62,377	64,139
8	59,555	61,346	63,133	64,915	66,704
9	61,797	63,636	65,458	67,311	69,171
10	64,233	66,110	67,979	69,858	71,729
11	66,712	68,612	70,519	72,399	74,281
12	69,191	71,110	73,039	74,932	76,837
13	71,524	73,461	75,411	77,318	79,246
14	74,004	75,959	77,931	79,850	81,802
15	75,254	77,209	79,181	81,100	83,052

2027-2028 Salary Schedule

The Parties agree to engage in a wage reopener, beginning after March 1, 2027, with respect only to the Appendix C Salary Schedule.

The parties agree to an attendance incentive which provides teachers with the following compensation:

Absences	Compensation
0	$900
1-2 days absent	$650
3-4 days absent	$300

To have zero absences, a teacher must be present, at school, for all teacher contract days, and during all hours that teachers are expected to be present at school. Approved school business day absences will not count as an absence. To be paid the last pay in June.

Longevity: Beginning July 1, 2025, will not exceed:

a. 10-14 years of continuous service at Capac = $1,000.00
b. 15-18 years of continuous service at Capac= $1,750.00
c. 19-22 years of continuous service at Capac= $2,000.00
d. 23 + years of continuous service at Capac= $2,250.00

Longevity will be paid to those with continuous years of service in Capac, as outlined above, on schedule, to be paid proportionally to the number of pays. If a member leaves the district they shall receive no further longevity payments or payout past their final date of employment.

Appendix D

Capac Community School District Extra Duty Schedule

The below percentages will be paid on the BA/BS Step 4 of the Salary Schedule.
Prorated based on date of completion of all mandatory paperwork.

Appendix D	
GROUP I	
%	12
Head Varsity Boys' Basketball	
Head Varsity Girls' Basketball	
Head Varsity Football	
GROUP II	
%	10
Head Varsity Baseball	
Head Varsity Girls' Softball	
Head Varsity Golf	
Head Varsity Cross Country	
Head Varsity Boys Track	
Head Varsity Girls' Track	
Head Varsity Volleyball	
Head Varsity Wrestling	
Head Varsity Boys Soccer	
Head Varsity Girls Soccer	
Instrumental Music	
Head Varsity Bowling	
GROUP III	
%	8
Head J.V. Boys Baseball	
Head J.V. Girls Softball	
Head J.V. Boys' Basketball	
Head J.V. Girls' Basketball	
Head 9th Grade Boys' Basketball	

Head 9th Grade Girls' Basketball	
Head J.V. Football	
Head 9th Grade Football	
Head J.V. Volleyball	
Head 9th Grade Volleyball	
Vocal Music	
FFA Advisor	
GROUP IV	
%	7
Assistant Varsity Baseball	
Assistant Varsity Boys' Basketball	
Assistant Varsity Girls' Basketball	
Assistant Varsity Cross Country	
Assistant Varsity Football	
Assistant Varsity Golf	
Assistant Varsity Boys' Track	
Assistant Varsity Girls' Track	
Assistant Varsity Volleyball	
Assistant Varsity Wrestling	
Assistant Varsity Softball	
Assistant Varsity Girls Soccer	
Assistant Varsity Boys Soccer	
Head 8th Grade Boys' Basketball	
Head 8th Grade Boys' Track	
Head 8th Grade Football	
Head 8th Grade Girls' Basketball	
Head 8th Grade Girls' Track	
Head 8th Grade Girls' Volleyball	
Head 8th Grade Wrestling	
Head 7th Grade Boys' Basketball	
Head 7th Grade Boys Track	
Head 7th Grade Football	
Head 7th Grade Girls Basketball	
Head 7th Grade Girls Track	
Head 7th Grade Girls' Volleyball	

Head 7th Grade Wrestling	
Varsity Cheerleading	
Summer Barn manager (Animal Care)	
GROUP V	
%	6
Assistant J. V. Boys' Basketball	
Assistant J. V. Football	
Assistant J. V. Girls' Basketball	
Assistant J. V. Volleyball	
Assistant 9th Grade Boys' Basketball	
Assistant 9th Grade Football	
Assistant 9th Grade Girls' Basketball	
Assistant 9th Grade Girls’ Volleyball	
Assistant 8th Grade Boys' Basketball	
Assistant 8th Grade Boys' Track	
Assistant 8th Grade Football	
Assistant 8th Grade Girls' Basketball	
Assistant 8th Grade Girls' Track	
Assistant 8th Grade Girls' Volleyball	
Assistant 8th Grade Wrestling	
Assistant 7th Grade Boys' Basketball	
Assistant 7th Grade Boys' Track	
Assistant 7th Grade Football	
Assistant 7th Grade Girls' Basketball	
Assistant 7th Grade Girls' Track	
Assistant 7th Grade Girls' Volleyball	
7th and 8th Grade Cheerleading	
Junior Varsity Cheerleading	
9th Grade Cheerleading	
Debate	
Mock Trial	
Forensics	
High School Student Council	
Business Professionals of America	

Quiz Bowl	
Entrepreneurship	
GROUP VI	
%	5 1/2
Yearbook Advisor	
Junior High Student Council	
Elementary Student Council	
GROUP VII	
%	4 1/2
Safety Patrol	
National Honor Society (NHS)	
Jr High National Honor Society	
High School Play/musical director (per play) 2 max p/ year	
Group VIII	
%	2 1/2
Senior Class Sponsor (2)	
Junior Class Sponsor (2)	
GROUP IX	
%	1 1/2
Sophomore Class Sponsor (2)	
Freshman Class Sponsor (1)	
8th Grade Class Sponsor (1)	
7th Grade Class Sponsor (1)	
High school play/musical vocal coordinator 2 max p/ year	
Evening elementary school band/choir concerts max 2 p/year (2)	
GROUP X	
%	1

High school play/musical orchestra coordinator 2 max p/ year	

Group XI **Master Contract Hourly Rate $37.50**

Mentor Teacher: an annual stipend of $750 to be prorated for mentors who are assigned for less than one hundred fifty (150) days of the school year.

B. The head varsity coach, as recognized in Appendix D, whose team or individuals on the team move on to the State competition beyond Regionals will be compensated an additional $300 at the end of the athletic season.

C. Extra Duty assignments will receive the full compensation described above unless there are cancellations due to a government shutdown or local health emergency. For those athletic positions, coaches will be compensated if the season is cancelled prior to the beginning of the season due to a pandemic, government shutdown, or local health emergency, provided the coach presents information of significant planning or startup activities in preparation for the season. The percentage of compensation will be determined by the District, but the Board will consult with the Association.

D. Upon recommendation of the athletic director, the head coach, the high school principal, and with Superintendent approval, assistant coaches shall be provided for each sport when the program warrants such action.

E. Whenever the future of an extracurricular activity is jeopardized by low numbers of student participants, a meeting of the athletic director, high school principal, head coach, and union president or designee shall be held to develop a recommendation for restructuring or cancellation of the program. The restructuring may include salary, scheduling, transportation, responsibilities, and other factors. In cases of activities other than sports, a meeting will be held and a recommendation will be developed by the relevant parties involved. The Board has the right to accept or reject the above recommendation.

F. Adult Education, Summer School, Saturday School, tutoring, Title I activities, and Credit Recovery teachers will be paid the master contract hourly rate upon pre-approval by the Superintendent.

- Teachers shall receive a minimum of two hours of compensation ("no show" pay) regardless of whether students are present for the course, excluding any programming that is not scheduled for a minimum of two hours.

G. Year-long positions will be paid each semester.

Appendix E

Capac Community School District
Professional Development Hours

The State of Michigan requires that every hour of Professional Development be documented for each teacher. New teachers (1-3 yr.) must use this form to list their professional development hours and cannot opt out of any Capac in-service. Teachers with more than 3 years in the district must use this form if they wish to replace up to 6 hours of Capac District in-service hours with outside-of-school hours conference time. All conferences based on replacement hours must have been previously approved by the Superintendent, using the form found in Appendix F. These professional development hours cannot be used for any professional development related to District-mandated curriculum programming. Use the following codes for type of conference hours.

Definitions:

1. **Sustained, work-embedded, focused on teacher growth, directly related to student achievement.** The number of hours of professional development acquired through collegial work at the building, district, or regional level that relates to student achievement. Professional development must be connected to the School Improvement Plan.

2. **Mentoring or being mentored.** The number of hours of professional development the teacher acquired for the purpose of advancing mentoring skills or advancing classroom skills of a new teacher during his/her first three years in the profession.

3. **Workshops or conferences.** The number of hours of participation in one-clay or short-term professional development provided by LEAs, ISDs, higher education institutions, regional math/science centers, professional organizations, etc.

4. **Coursework.** The number of hours of professional development acquired through continuing education courses taken for credit at an institution of higher education.

5. **Highly qualified status.** The number of hours of content-specific professional development acquired for the purpose of documenting highly qualified status.

6. **State-level or institution of higher education content-specific service or committee.** The number of hours of professional development acquired through state-level or institution of higher education content-specific service or committee.

7. **Virtual learning.** The number of hours of content-specific professional development through online delivery or other distance learning experiences.

8. **Administrator continuing education.** The number of hours of leadership professional development acquired for the purpose of fulfilling the continuing education requirements of administrators.

Appendix F

Professional Development Hours Form

Code 1-9	Date of Conference	Title	# Non School Hours

TEACHERS WITH FOUR OR MORE YEARS IN THE DISTRICT

These hours are to replace the following Capac Community Schools' In-service(s). Note: A limit of up to 6 hours may be replaced.

_____(date) _____(times)

_____(date) _____(times)

Signed _____Building _____Date.__ _

Please attach a copy of your approved co11fere11ce request forms(s).

APPENDIX G
TEACHER EVALUATION

A. Evaluations: Beginning with the 2024-25 school year the negotiated performance evaluation system shall include components of the evaluation as outlined below.

1. Building Administrators will be the evaluating administrators for their building staff unless otherwise agreed upon between the Association and the District.

2. Specific performance goals developed by the evaluating administrator, in consultation with the teacher, to improve their effectiveness, an evaluation of the teacher's job performance with timely and constructive feedback, and clear approaches to measuring student growth with relevant data on growth.

3. Purpose is to provide staff with valuable feedback, provide quality assurance relating to educational services and to measure competency. End of Year Evaluation will be conducted in accordance with the Revised School Code 380.1249, and Tenure Laws.

4. The use of student growth and assessment data as 20% of the year-end evaluation determination.

a. NWEA will be used for the student growth and assessment data. 10% of the district's ELA NWEA score and 10% of the district's Math NWEA score will comprise 20% of the overall evaluation score. A 4-point scale will be used to calculate the data, and all data will be rounded to the nearest hundredth.

b. The teacher, in consultation and approval from the evaluating administrator shall be allowed to eliminate data attributable to students who have excessive absences (10 or more per semester), are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.

5. The portion of the year-end evaluation not based on student growth and assessment data will account for 80% of the overall evaluation score as measured by the adopted evaluation tool (Charlotte Danielson via the agreed upon evaluation platform software).

B. Process: The negotiated "Individual Development Plan (IDP) Form" is attached and included in this Agreement in Appendix J.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

a. Evaluating administrators will conduct observations and final evaluations. If a building has multiple administrators, the teachers in that building shall be notified no later than September 30 of each year who will be conducting their observation and year-end evaluation. In the event of extenuating circumstances, the Association and the District will meet to discuss and agree upon a time-line extension.

b. The teacher shall be given at least two (2) school days notice prior to the one scheduled observation. One observation may be unscheduled.

c. There shall be a minimum of two (2) classroom observations. with each being no less than fifteen (15) minutes. The observations are to be conducted at least 30 calendar days apart. In the event of extenuating circumstances, the Association and the District will meet to discuss and agree upon a time-line extension.

d. No teacher shall be formally observed during the first 2 weeks of the school year, the last week of the school year, on a day before or after a scheduled break, or on half-days.

2. The annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

a. The year-end evaluation determination and form shall be delivered at a meeting with the evaluating administrator and the teacher no later than two weeks prior to the last day of the school year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

3. Teachers who work less than 60 days in any school year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association,shall be marked "unevaluated" for the school year.

4. If a tenured teacher has been rated "highly effective" or "effective" with an average score of 3.34 or higher for three (3) most recent consecutive year-end evaluations, they shall be evaluated biennially. If the teacher does not receive a year end evaluation score of 3.3 or higher at any time they revert back to an annual evaluation until they receive a final evaluation rating of 3.34 or higher three (3) years in a row.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (tenured teachers who received a "needing support" or "developing" rating and all probationary teachers) shall be provided the following:

a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed by the evaluating administrator in consultation with the teacher.

b. Training recommended and identified by the evaluating administrator will be in consultation with the teacher.

c. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding

school year and to assist in any needed additional improvement that is aligned with the existing IDP. In the event of extenuating circumstances, the Association and the District will meet to discuss and agree upon a timeline extension.

d. The evaluating administrator may conduct up to two (2) additional observations following the mid-year progress report.

C. Rights of Non-Probationary Employees:

1. A non-probationary employee who is rated as "needing support" shall have the following due process rights to challenge said rating:

a. The non-probationary employee may request a review meeting of the evaluation and the rating to the district's Superintendent. Such a request must be made in writing within thirty (30) calendar days after the teacher is informed of the rating and a meeting with the Superintendent shall be held no later than ten (10) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days.

b. If the written response does not resolve the matter, the non-probationary employee or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

i. The request must be submitted in writing within thirty (30) calendar days after the non-probationary employee receives the written response from the Superintendent.

ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the non-probationary employee and the association confirming the mediation will be scheduled as appropriate.

2. A non-probationary employee who receives two (2) consecutive ratings of "needing support" may demand to use the grievance procedure as outlined in Article XII

D. Probationary teachers cannot grieve any aspect of this Article through the Grievance Procedure. A tenured teacher rated "effective" may grieve an alleged violation of this Article up to, but not including, arbitration. There are no limitations to the grievance process for a tenured teacher rated "developing" or "needing support." A grievance submitted by a tenured teacher alleging a violation of this Article will be held in abeyance after the completion of Step 4 of the Grievance Procedure until the tenured teacher has been provided their final year-end performance evaluation effectiveness rating. If the tenured teacher is rated "effective," the grievance cannot proceed to arbitration. If the tenured teacher is rated "developing" or "needing support," the grievance may proceed to Step 5 of the Grievance Procedure, which must take place within ten (10) days after the tenured teacher has been provided their final year-end performance evaluation effectiveness rating.

E. Training on evaluation system, tools, and reporting forms:

1. By September 30, the District shall provide training to all teachers who have not been trained on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

Probationary teachers who have not been trained on the evaluation system will be required to attend the District provided training.

2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the District which shall include a “rater reliability” training every three (3) years as approved by the MDE. The District will maintain and provide upon request a certificate of completion for all evaluating administrators' Rater Reliability training to the Association.

APPENDIX H
TEACHER IDP FORM

Teacher IDP Form
20XX-20XX

Staff Name	
Teacher Status	**Probationary Yr. 1 2 3 4 5** **Tenured in MI Yes No**
Evaluation Domain Related to Goal	**_____ Domain 1: Planning and Prep.** **_____ Domain 2: Class. Environment** **_____ Domain 3: Instruction** **_____Domain 4: Professional Responsibilities**

Goal(s) (Due 9/30/XX)
Purpose of Goal(s) (Due 9/30/XX)
Methods and Strategies to Accomplish the Goal (Due 9/30/XX)
Evidence/Documentation (Due @ Final Spring Evaluation Deadline)
Describe How This Improved Student Learning (Due @ Final Spring Evaluation Deadline)

Staff Signature **Date**

Administrator Signature **Date**

APPENDIX I
TEACHER DISCIPLINE

A. Standards for Discipline: This Article shall not apply to any action taken regarding a probationary teacher such as, by way of example, nonrenewal of a contract or termination of employment. A teacher shall only be disciplined for a reason that is not arbitrary or capricious.

The term "discipline" as used in this Agreement includes: warnings; reprimands; suspensions, with or without pay, except those covered by the Tenure Act; discharge; or that are specifically excluded in this article.

The specific grounds for disciplinary action will be presented in writing to the teacher and the Association not less than 24 hours before the time discipline is imposed.

1. Disciplinary action that includes suspensions over fifteen (15) days or discharge shall occur in accordance with the statutory requirements under the Michigan Tenure Act.

2. A program of progressive discipline will be applied as determined by the District in its sole discretion based on the circumstances leading to the discipline. The progression of discipline through the levels of discipline defined above – warnings; reprimands; suspensions, with or without pay, except those covered by the Tenure Act; and discharge – may be followed as determined by the District based on the facts and circumstances.

3. The District does not have to apply discipline progressively, but rather may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this agreement limits the District's right to take other appropriate action, such as placing a teacher on paid administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

B. Any teacher shall be entitled to Association representation during investigative interviews that could lead to disciplinary action against the teacher or any meeting where the teacher is being reprimanded, warned, or disciplined for any infraction, delinquency, or inadequacy in professional performance. The District will make the Association aware of investigative interviews or any other meeting that may lead to discipline at the time they notify the teacher. It is the teacher's responsibility to secure Association representation if they so desire. If a teacher is offered representation and declines, they must sign a waiver of that right and may revoke that waiver and request representation at any time throughout the course of the meeting If the teacher requests representation, the teacher shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be delayed by more than two (2) school days, depending on the severity or urgency of the matter.

C. No materials resulting from any complaint or discipline will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material.

D. Each Teacher shall have the right to review their personnel file in the presence of the Superintendent or their designee. A representative of the Association may be requested by either party to accompany the Teacher to such review. An Association representative may review such files with the written consent of the Teacher, in the presence of the Superintendent or their designee, when necessary for contract administration purposes or to provide a Teacher representation in other administrative or legal proceedings.

E. Complaints: No disciplinary action shall be taken based upon a complaint by a parent of a student directed toward a Teacher, nor shall any notice thereof be included in said Teacher's personnel file unless such matter is promptly investigated and determined to be credible through the investigation and disciplinary process.