AGREEMENT BY AND BETWEEN THE

CARSONVILLE - PORT SANILAC SCHOOLS BOARD OF EDUCATION

AND

CARSONVILLE - PORT SANILAC EDUCATION ASSOCIATION
Tri – County Bargaining Association

JULY 1, 2023 – JUNE 30, 2027

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This agreement entered into this 1st day of July, 2023 by and between the School District of Carsonville - Port Sanilac, Carsonville, Michigan, hereinafter called the "Board," and the Tri-County Bargaining Association/MEA/NEA, hereinafter called the "Association."

WITNESSETH

WHEREAS, the parties have a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms and conditions of employment, and **WHEREAS**, the parties have reached certain understandings which they desire to confirm in this Agreement, **THEREFORE**, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. The Board recognizes the Association as the bargaining representative for certified teachers, and counselors under contract with the Carsonville-Port Sanilac Board of Education but excludes the superintendent, assistant superintendent, community education directors, substitutes, business managers, principals, assistant principals, and all others.

B. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the teaching staff are vested in the Board and in the Superintendent when so delegated by the Board.

ARTICLE II
MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electors of the district, hereby, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE III
ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby recognizes that every teacher employed by the Board shall have the right freely to organize, join or not join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other fringe benefits for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms of conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict any teacher rights acquired under the Michigan General School Laws or other applicable laws and regulations.

C. Teachers may use school buildings the same as any other public group in the school district. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication shall be made available to the Association and its members upon approval of the Administration.

D. Duly authorized representatives of the Association and respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided it shall not interfere with or interrupt normal school operations, and upon receiving approval of the Superintendent or designee.

E. The Association shall have the right to request the use of school facilities and equipment including duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

F. The Board agrees to make available to the Association, in response to reasonable requests, information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements as presented to the Board, and allocations including county allocation board budgets, agendas and minutes of all Board meetings, financial reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing the intelligent, accurate, informed, and constructive programs on behalf of the teachers.

G. Upon written request, the Association will be given information available on new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed, or under consideration. Upon written request the Association may be given the opportunity to confer with the Board on these matters.

H. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

I. Teachers shall be entitled to full rights of citizenship. No religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

J. With one-week advance notice, up to four (4) days per year shall be granted as released time for Association business for the purpose of attendance at Association meetings and conferences. The Association shall pay for the substitutes hired by the District and shall, so long as is required by law, reimburse the District on a current basis those sums paid to ORS for Association release time.

ARTICLE IV
PAYROLL DEDUCTIONS

A. The Board shall make payroll deductions, upon written authorization from teachers, pursuant to the district's 403b plan to any financial institution for annuities or for purchasing service credit. Payments for approved annuities will be submitted within 14 days following the end of the calendar month from which the deductions were withheld.

ARTICLE V
TEACHING HOURS AND CLASS LOAD

A. A teacher's normal teaching hours shall not be more than 15 minutes before morning classes begin until not more than 15 minutes after classes end in the afternoon except, on Fridays or days preceding holidays, teacher's days end 5 minutes after buses leave. Teacher's days shall not exceed 430 minutes, including pre and post school daytime, recesses, prep time, noon, and instruction time; except where Article V Paragraph K applies. For both buildings, a normal teaching day shall not exceed 430 consecutive minutes. The teacher's day shall normally not begin prior to 7:00 am and end after 4:30 pm. Teacher Preparation time will not occur prior to or after the student day. It will be the responsibility of the building administrator to inform staff, one week prior to the beginning of school, the start and end of the teacher day and the start and end of the student instructional day.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than thirty (30) minutes. Any scheduled recess period will be duty-free for Elementary teachers.

C. The normal weekly teaching load shall provide for preparation/conference time of not less than 250 minutes per week. Teachers' responsibilities during preparation/conference time will be preparation of lessons, meeting with students and parents, conferring with colleagues and administrators, and other job related responsibilities. Conferences, Administrative Meetings, IEPC's and similar meetings shall be cooperatively scheduled in advance unless an unscheduled need arises. Teachers are to remain in their respective buildings during this time, unless excused by their Building Principal. Teachers shall not be assigned students or placed in a supervisory position during their preparation/conference time, excluding emergency substitute assignment referred to in paragraph H of this article.

D. Upon written request by the Association, the Board agrees to provide teacher input into scheduling classes for the coming school year. With mutual consent between the Secondary teacher and the Administration, a Secondary teacher may be requested to teach more than one course offering per hour.

E. No departure from these norms shall be made without prior consultation with the teacher and the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

F. No teacher shall be required to teach more than the normal teaching load. An extra class may be offered to any teacher during their preparation/conference period. Teachers who accept this teaching period during the preparation/conference period on a semester or annual basis will receive an addition of 1/7 of their respective salaries. Teachers who substitute during their preparation/conference period will receive the Schedule B stipend per conference period. Teachers who accept teaching (2) two courses within the same hour will receive an additional $500.per semester. To be eligible, each course must constitute teacher preparation, classroom instruction, and grading.

G. All Distance Learning classes offered during the school day may be staffed by a CPSEA Bargaining Unit Employee. Should a Bargaining Unit Member not have a full teaching load and is qualified and certified to facilitate the distance learning class, that Member shall be assigned that class period. Each Bargaining Unit Member shall receive additional compensation for the supervisory positions when these assignments are above their normal teaching hours. This compensation shall be at the same rate as a "Conference Period Substitute".

H. Teaching Assignments and Contracts for the Learning Center are at the discretion of the Administration and are independent of this CBA. Should a member of the CPS-EA be assigned to the Learning Center all provisions of this agreement will be observed.

I. The faculty will be given one day's notice of meetings, except in cases of emergency. All teachers are to attend and remain in the meeting until or unless excused by the administration.

J. In the event counselors are required to work prior to the start of the school year or after the end of the normal school year, the principal will determine the amount of time needed. The counselor will be compensated for this service at the same daily rate of pay as received under the current year's Master Agreement.

ARTICLE VI
TEACHING CONDITIONS

The Board and the Association recognize the desirability of distributing student loads equally among teaching staff. Both parties also understand the importance of workable class sizes.

Class sizes shall not exceed the following maximum by the official State mandated count day in September, and for the second semester, the official State mandated count day in February.

Elementary	K-1	NO SPLITS
	K-3	25
	1-2 split class	22
	2-3 split class	22
	3-4 split class	24
	4-5 split class	24
	4-5	28
6-12	English	30
	Foreign Language	30
	Math	30
	Science	30
	Social Studies	30
	Technology	30
	Art/Drama	30
	Phys. Educ. & Health	40
	M.S. Exploratory	30
	At Risk Support Program	20
	Band	40+
	Distance Learning	30 (Include Compass Learning Classes)
K-12	Special Education	Enrollment will follow State of Michigan Administrative Rules.

1. Class counts shall be established by the official state reporting date. New registrants will be accepted after the official reporting date without penalty. The size of the classrooms involved will be balanced within one student. No elementary class sizes shall exceed class maximums by more than five (5) students. Should virtual students on the class roster result in an Overload or should regular and consistent support staff be assigned to an Overload class, the overload rate becomes negotiable between Administration and the Overload teacher.

2. In special education inclusion classes, the class size shall not exceed the stated maximums by more than five (5) students.

3. Teachers with more students than the above maximums on the official state reporting date, shall be reimbursed at the rate of $2.00 per hour, per day, for each student over the maximum in 7-12, or 6-12 if 6th grade is part of the middle school, (excluding all inclusion classes), and $5.00 per day per student in elementary grades. Such payment shall be retroactive to the first day of the semester and shall be paid for the entire semester. Payment shall be included in the first paycheck following the close of the semester.

4. It is understood that Special Education class sizes are guided by State of Michigan administrative rules. These rules mandate specific remedies for class size violations. Therefore, Paragraph 3 of this article does not apply to special education classes. Special education teachers will be compensated at the rate of $2.00 per nearest contact hour, with the particular student(s) that created the overload, only for those days in which they are out of compliance with the law. A contact hour will be equivalent to the secondary unit, which is the time of one secondary class period. Payment shall be included in the first paycheck following the close of the semester.

A. The Board recognizes that appropriate texts, library references, facilities, maps, globes, lab equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of selection and use of such educational tools. Teachers' recommendations will be considered with final selection by the Board.

B. A photocopier will be supplied for teachers' needs in teacher workrooms for the preparation of instructional materials. Also, a computer will be available to teachers for their professional use.

C. The Board shall provide for each teacher:
   a. Exclusive copies of all teachers' manuals and materials for courses taught.
   b. Paper, pencils, pens, erasers, dry erase markers and other material required in daily teaching responsibilities.
   c. Teaching supply budgets which will be calculated at an amount that is not less than $150 per teacher per building. Teachers will be guaranteed annual input into these expenditures through a collaborative budget process.
   d. Upon request, keys for entry to their building. The keys shall be obtained from their building principal. In these instances, teachers realize that keys in their possession are for their sole use and that they are responsible for the building's security upon their departure. All entries and departures must be logged on appropriate forms during these times. Failure to follow these procedures could result in the loss of this privilege.

ARTICLE VII
QUALIFICATIONS AND ASSIGNMENTS

A. The Administration will attempt to provide tentative elementary grade and secondary subject assignments to returning teachers by June 30th of each year. Changes in these assignments will only be made if deemed necessary by the Administration.

B. Any assignments in addition to the normal teaching schedule shall be made by mutual agreement of the teacher and administration. Teaching opportunities such as adult education courses, Schedule B activities, and summer school courses shall be posted for a minimum of 5 calendar days. Preference in making such assignments will be given to qualified teacher applicants regularly employed in the district. If qualified district teachers do not apply for such assignments, the Board reserves the right to employ personnel outside the bargaining unit. Assignments shall be made annually.

ARTICLE VIII
VACANCIES AND TRANSFERS

A. A "vacancy" shall be defined as a vacant bargaining unit position, which the Board intends to fill.

B. The Board recognizes that it is desirable to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing. One copy of the request shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought and the applicant's academic qualifications.

ARTICLE IX
ILLNESS OR DISABILITY AND PERSONAL BUSINESS

A. Teachers hired prior to the 2006-2007 school year shall be credited with 16 sick days. Teachers hired after the 2006-2007 school year shall be credited with 13 sick days. Sick days can be used for absences caused by sickness, injury, serious illness or physical disability of the teacher or members of the teacher's immediate family. The immediate family defined as mother, father, sister, brother, children, spouse, mother-in-law, or father-in-law. or grandparents. The unused portion of such allowance shall accumulate from year to year to a maximum of 185 days. Current bargaining unit employees with more than 185 days will have a freeze on their accumulated sick days. The Board shall furnish a written statement at the beginning of each school year setting forth the total sick days credit.

B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence by the Board without pay for the duration of such illness or disability, up to the balance of the school year. The leave may be renewed for one year by the Board upon written request of the teacher. Additional sick days may be granted by the Board.

C. A doctor's certificate may be required to return to work if the absence of a teacher extends beyond five (5) consecutive school days. If the illness continues beyond five (5) consecutive school days and the teacher is still receiving sick benefits, a statement from the attending physician shall be presented to the Superintendent attesting to the teacher's disability. This shall be done prior to each pay period and before the issuance of the teacher's pay. Should the Superintendent feel a teacher's absence may not be valid under this article, he/she may request a meeting with the CPSEA President and the Teacher.

D. A teacher who is absent due to an injury, which is compensable under Worker's Compensation, may use accumulated sick leave, on a proportional basis, to supplement the benefit received from Worker's Compensation. The amount of expendable income the teacher receives from Worker's Compensation and sick leave shall not exceed the amount of expendable income the teacher would have received from regular salary amounts according to placement on the salary schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the teacher from Worker's Compensation until the teacher's accumulated sick leave is exhausted or the teacher is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the teacher shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute. First year teachers new to the Carsonville-Port Sanilac School District will be guaranteed eleven (11) sick days when applicable to this article. Teachers who have exhausted sick leave will be placed on an unpaid leave of absence in conformance with provisions of this Agreement.

E. A teacher absent from work because he/she contracts a childhood disease (mumps, scarlet fever, measles, chicken pox or the contraction of lice, scabies, or pink eye) shall suffer no loss of sick days or compensation. A physician's note of verification may be required.

F. Three (3) sick days a year may be used for personal business or circumstances other than illness, which may require teacher absenteeism. These days may be used under the following conditions:

a. This leave shall be used only in conditions of emergency for the purpose of conducting personal business, which is impossible to transact on the weekend, after school hours, or during vacation periods.
b. The principal shall be notified two (2) days in advance except in cases of emergency.
c. No personal business days will be granted during Parent-Teacher Conferences or during scheduled Professional Development days unless there is a compelling reason.
d. Personal Business Days will not be granted the day before or after a holiday unless there is a compelling reason.
e. Generally, no more than two (2) Personal Business Days will be granted per building per day.

G. A teacher who is subpoenaed or directed by the Board of Education to appear before any Judicial or Administrative Tribunal shall be compensated for the difference between teacher's pay and the pay received for the performance of such obligation. This absence shall not be chargeable to the Teacher's sick leave or personal days.

H. A teacher may use up to five (5) sick days per school year for a death in the immediate family as defined in Article IX, Section A. Additional sick days for death in the immediate family may be requested to the Superintendent based on extenuating circumstances. One of the five (5) sick days shall be available for funeral services, including but not limited to, other relatives, and/or friends. All funeral days shall be charged to sick/personal business days.

I. The Administration may approve professional visits to other schools and/or conferences relating to the individual teacher's teaching field. None of these days will be charged to the teacher's sick/personal days.

J. Teachers shall be informed of a telephone number they shall call before 6:00 a.m. to report unavailability for work unless, in the judgment of the teacher, their absence is deemed an emergency. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. As substitutes are becoming increasingly difficult to obtain, teachers are encouraged to call at the earliest time possible. Failure to call in before specified time might result in loss of a day's pay.

ARTICLE X
UNPAID LEAVES OF ABSENCE

A. A one (1) year leave of absence may be granted to a tenure teacher, subject to a one-year renewal, upon written application to the Superintendent. Leaves must be requested at least ninety (90) days prior to the end of school and to take effect at the end of that school year. These leaves may be granted for the purpose of participating in Military Service, exchange teacher programs, Peace Corps, Teachers' Job Corps (as a full time participant in such programs), or a travel/work program related to professional responsibilities. A teacher shall be rehired upon return from such leave provided a position is available in the certificated field or as soon as a vacancy occurs within said field. A written confirmation of intent to return from leave shall be submitted not less than sixty (60) days prior to the intended date of return.

B. A one (1) or two (2) semester leave of absence may be granted to a tenure teacher after five (5) years of service to the C.P.S. Schools upon written application to the Superintendent at least ninety (90) days prior to the end of the current semester, to take effect the next semester, for the purpose of completing a degree at an accredited college/university reasonably related to the teacher's professional responsibilities. The teacher may return to an available position or a

similar position for which the teacher is certified and qualified, with no loss of seniority. A written confirmation of intent to return from leave shall be submitted not less than sixty (60) days prior to the intended date of return.

C. A leave of absence may be granted to a tenure teacher upon written application to the Superintendent at least ninety (90) days prior to the end of the school year and to take effect at the end of the school year, for the purpose of campaigning for election to or serving in a public office. A teacher may return to an available position for which the teacher is certified and qualified from such leave provided a position is available in the certified field or as soon as a vacancy occurs within said certified field meeting Law requirements. A written confirmation of intent to return from leave shall be submitted not less than sixty (60) days prior to the intended date of return.

D. An employee with one year or more of service who has worked at least 1,250 hours during the previous 12-month period shall be eligible for a family medical leave (FMLA). This leave may be requested to care for the employee, employee's child, spouse, or parent of the employee.
The leave shall be for a period of 12 weeks.

a. With respect to a birth, the leave shall begin when the teacher is no longer able to perform her duties as verified in writing by her doctor.

b. With respect to an adoption, the leave shall begin the day the court enters an order awarding custody of the child to the bargaining unit member.

c. With respect to a medical emergency, the leave shall begin immediately. A doctor's written verification shall be presented as soon thereafter as possible.
   i. During any of the three leaves mentioned above, the employee may use any paid sick days available in the teacher's bank.
   ii. With respect to a) and b) above, a written application for such leave must be made at least 30 days in advance of the expected commencement of the leave.
   iii. A written confirmation of the employee's intent to return to work must be received 30 days in advance of the agreed upon return date.
   iv. The doctor's statement must include the date on which the condition commenced, the probable duration of the condition and the appropriate medical facts.
   v. Upon return from such leave, the employee shall be returned to his/her former position or an equivalent position.

E. Employees may apply for an extended leave beyond the 12 weeks mentioned above in Paragraph D. Such application shall contain the anticipated commencement date and the ending date of the extended leave.

a. Such leave may be for a period of time of up to two (2) semesters.
b. A written confirmation of the date of the employee's willingness to return to work must be received by the Superintendent at least 30 days in advance of the desired date.
c. The teacher will be returned to the first available open position for which the teacher is certified and qualified.

ARTICLE XI
TEACHER EVALUATION

A. Teacher evaluations will be conducted according to the directives presented by the State of Michigan.

ARTICLE XII
PROFESSIONAL BEHAVIOR

A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, willful deficiencies of professional performance or other violations of discipline by a teacher reflect adversely upon the

teaching profession and create undesirable conditions in the school building. The administration will take necessary steps to correct the problem.

B. A teacher may at all times be entitled to have present, a representative of the Association when being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
C. Information forming the basis for disciplinary action will be made available to the teacher and the Association.
D. Teachers may never leave their classrooms without staff supervision or without permission from the Principal.
E. Teachers, as members of a professional academic community, are expected to dress in a manner, which reflects their role as educators. Recreational dress such as hats and blue jeans are generally not considered professional attire.

ARTICLE XIII
ANNEXATIONS/CONSOLIDATION OF DISTRICT

A. In the event that this District shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in the consolidated district.

ARTICLE XIV
SCHOOL CALENDAR

A. For the term of this Agreement, the school calendar shall be set forth in Appendix C. There shall be no deviation in the school calendar except by mutual agreement of the Board and the Association. All Calendars will be in compliance with State Law.
B. The County Calendar will be followed regarding first day of school, winter break, and spring break.
C. The Board of Education agrees to provide for the inservice/professional development as required by the State of Michigan.

   a. The required hours will be spent on district-related issues such as, but not limited to, local curriculum development, technology use, and best educational practices.
   b. The substitution of a professional education conference for a local inservice program must be curriculum development related, approved by the building principal, and is limited to one such day per school year.

If a teacher participates in the above substitution, he/she will be excused from one of the five days scheduled by the district. Presence in the building will be required; however, the individual may work in the classroom or choose to deal with other professional tasks.

ARTICLE XV
PROFESSIONAL COMPENSATION

The basic salaries of teachers covered by this Agreement are set forth in Appendix B. Direct deposit of employee pay shall be done on or before the 8th and 23rd day of the month. Teachers shall make a yearly selection of 20 or 24 pays.

A. All new teachers employed by the Board of Education may be given credit for certificated teaching experience in collaboration with the CPS – EA, but at the discretion of the Administration.

B. In collaboration with the CPS – EA, but at the discretion of the Administration; Signing Bonuses may be assigned to open positions within this CBA.

C. Teachers involved in extra duty assignments set forth in Appendix A shall be compensated in accordance with the provisions thereof. Non-staff members will not be paid more than union members.

D. Teachers required, in the course of their duties, to drive personal automobiles from one school building to another, shall receive a car allowance equal to the current IRS rate. The same allowance shall be given for use of personal cars for field trips and other business of the District, except where otherwise provided by individual contract.

E. At the completion of each school year, any teacher who has accumulated more than a total of 150 unused sick days and did not use more than two (2) sick days (excluding funeral days) will, upon written request, be compensated at $25.00 per day for a maximum of ten (10) days. These days shall be deducted from the teacher's accumulated sick days. Any teacher who has accumulated more than a total of 150 unused sick days and has used no sick days (excluding funeral days) during the previous year, will be compensated as stated above and will be awarded one (1) vacation day to be used the following year at the teacher's discretion.

F. Upon termination of employment with the Board, and after ten (10) years of service in the system, teachers shall receive severance pay at the rate of $25.00 per day of unused sick days to a maximum of 150 days. In event of death, the amount would be paid to the teacher's estate.

ARTICLE XVI
INSURANCE PROTECTION

A. The Board of Education shall pay up to the maximum amount for teacher insurance as provided for by law. Hard Cap.

B. Long Term Disability	66 2/3% $5,000 maximum 90 calendar days - straight wait Pre-existing condition waiver Freeze on offsets Alcoholism/drug - 2-year limitation Mental/nervous - 2-year limitation
Negotiated Life	$40,000 with AD&D
Vision	VSP-3
Dental	80/80/80: $1,300 with Adult Ortho (1,500 maximum for class I & II)
	PLAN B:
Long Term Disability	SAME AS ABOVE
Negotiated Life	SAME AS ABOVE
Vision	SAME AS ABOVE
Dental	SAME AS ABOVE
Option money	$200.00 monthly in pay, can apply toward annuities approved by the Board

If granted a leave of absence by the Board, teachers may continue health benefits at their own expense as provided for by law.

ARTICLE XVII
SPECIAL TEACHING ASSIGNMENTS

A. Assignments for summer school programs will be made by the Board with preference given to bargaining unit members. Summer school teachers shall be compensated at the same rate as Adult Education ($15.00 per hour). If there is less than a full class size, it will be the teacher's option to teach at a pro-rated fee. Compensation shall be made not more than two (2) weeks following completion of the course.

B. Adult Education will be compensated by the Consortium unless Carsonville-Port Sanilac chooses to run their own program. If run by Carsonville-Port Sanilac, the salaries for unit members teaching in the Adult Education or Summer School Program will immediately be negotiated.

ARTICLE XVIII
STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Each teacher will be responsible for maintaining proper discipline over students in the building and on school grounds during the school day. Teachers must maintain discipline of a nature conducive to study by whatever method is most successful for that teacher within administrative guidelines set forth. When efforts to maintain student control have been exhausted, the Administration and Board recognize a responsibility to support and assist teachers.

B. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the teacher with respect to such pupils.

C. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. As appropriate by law, a teacher may use reasonable physical force upon a student as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning, only for the limited purposes identified in revised school code section 1312.

D. Teachers may exclude a pupil from one class period, with the knowledge of the principal, when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, teachers will furnish the Principal, in writing, full particulars of the incident including any suggested actions. Copies of the teacher's referral will be forwarded to the parents and placed in the student's file by the principal. The principal will inform the teacher of any actions taken.

E. Any case of assault upon a teacher shall be promptly reported to the Superintendent. The Board will provide legal counsel to advise teachers of their rights and obligation with respect to such assaults and shall promptly render all reasonable assistance in connection with handling the incident by law enforcement and judicial authorities.

F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher is not found negligent in a court of jurisdiction. A medical note may be required.

G. The Board will reimburse teachers for any unusual loss, damage or destruction of personal property (excluding car) of the teacher while on duty in the school or on school premises, resulting from incidents covered in this article. In the event a teacher desires to bring to class personal property of unusual value, it must be approved by the principal.

ARTICLE XIX
PROFESSIONAL GRIEVANCE PROCEDURE

A. During the life of this Agreement, a grievance will be defined as a claim that there has been a violation or misinterpretation or inequitable application of a specific and expressed term of this Agreement. The Union and its members agree not to process a grievance in which the same or similar issue is being processed to the Michigan Employment Relations Commission, the EEOC, the FEPC or any other judicial or quasi-judicial body.

B. In the event that teachers believe there is a basis for a grievance, they shall first discuss the alleged grievance with their building principal, either personally or accompanied by an Association representative.

C. If, as a result of informal discussion with the building principal a grievance still exists, after one (1) school day, teachers may invoke the formal grievance procedure. Grievance forms shall be available from Association representatives. The written grievance must include the section or sections alleged to have been violated a description of the events surrounding the alleged violation, the date or dates of the violation; the remedy sought, and must be

signed by the grievant and the representative of the Association. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a designee. If a teacher does not file a grievance in writing with the principal or superintendent within ten (10) school days after the discovery of the occurrence, the grievance shall be considered waived.

D. Within five (5) school days of receipt of the grievance, the principal shall meet with the grievant in an effort to resolve the concern. The principal shall provide a written disposition of the grievance within five (5) school days of the meeting furnishing a copy to the grievant, Association and Superintendent.

E. If the grievant is not satisfied with the disposition of the grievance, or if no response has been received within five (5) school days of such meeting, the grievance shall be forwarded to the superintendent. Within ten (10) school days, the superintendent or designee shall meet with the grievant and shall indicate a disposition of the grievance, in writing, within five (5) school days of such meeting, and shall furnish a copy to the Association.

F. If the grievant is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within five (5) school days of such meeting, the grievance shall be forwarded to the Board by filing a copy with the secretary or other designee of the Board. The Board, not later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review the grievance in executive session, or give other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) school days thereafter. A copy of such disposition shall be furnished to the grievant, superintendent and principal.

G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period provided, the grievance may be submitted to arbitration. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding, any evidence not previously disclosed to the other party. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. 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. Fees and expenses of the arbitrator shall be shared equally by the parties. Up to three (3) days will be allotted for participants in an arbitration to be released. The association will pay for the sub teachers. These days may be used in fractional amounts to minimize the absence of any one teacher from the classroom.

The arbitrator shall have no jurisdiction to rule on the following:

a. On any claim or complaint for which recourse is available with the Michigan Teachers' Tenure Act.

i. Only one grievance may be submitted to an Arbitrator selected unless by written mutual agreement of the parties. This paragraph does not prohibit the Arbitrator from ruling on the arbitrability of an issue and then on the issue.

ii. If an arbitration case is postponed on less than one week's notice to the other party, the party requesting the postponement will pay any and all arbitration and arbitrator charges caused by the postponement.

iii. The Union shall give the Superintendent five (5) working days' notice of employees it needs to be excused from work to attend an Arbitration hearing.

iv. This Arbitrator shall render the decision in writing within thirty (30) calendar days of the close of the hearing unless the arbitrator requests an extension.

H. If any probationary teacher for whom a grievance is sustained, it is agreed that the arbitrator may fashion a remedy that he or she feels is appropriate. The fees and expenses of the Arbitrator shall be shared by the parties. All other expenses incurred by either party shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses or attendees called by the other party.

I. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship, both

parties shall use their best efforts to process grievances prior to the end of the school term or as soon thereafter as possible.

J. Any claim of grievance arising under this agreement may be processed through the grievance procedure until resolution even if the present agreement expires.

K. There shall be no work stoppages or strike during the processing of a grievance.

ARTICLE XX
NEGOTIATION PROCEDURES

A. Representatives of the Administration and the Association's bargaining committee will meet on the call of either party for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, prior to the meeting, an agenda covering what they wish to discuss. All meetings between the parties will be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed. Should such a meeting result in a mutually acceptable amendment, the amendment shall be subject to ratification by the Board and the Association provided that the Bargaining Committee shall be empowered to effect temporary accommodations to resolve special problems.

B. At least sixty (60) days prior to the expiration of this agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement.

C. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies on the same calendar date. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within 24 hours of ratification. There shall be three signed copies for purposes of record. One copy retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. This contract shall supersede any rules, regulations or practices of the Board, unless they are committed to writing and incorporated in this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. This Agreement shall control to the extent of any conflict with provisions contained in any individual employment contract of a bargaining unit member.

C. If any provision of this Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be null and void but all other provisions or applications shall continue in full force.

D. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed by the Board.

E. The Parties agree that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices as defined in Section 10 of the Public Employment Relations Act.

F. When, in the judgment of the Superintendent, conditions prevent the opening of school, teachers will not be required to report. Notice of the closing of school will be given to radio stations and the CPSEA at the earliest possible time.

G. Scheduled days of student instruction which are not held because of conditions not within control of school authorities, may be re-scheduled in accordance with the approved school calendar to insure that state mandated days and/or hours of student instruction are met. Teachers will receive their regular pay for days that are canceled but shall work on any re-scheduled days with no additional compensation. Make up days due to inclement weather will follow state mandates.

H. The parties agree to follow mentor teacher mandates as stated in Michigan Law. Teacher mentors will be selected on a voluntary basis.

I. Movement on the salary schedule to another track, e.g., from MA to MA+16 requires College or University Credit Courses be taken from a degree granting institution in the State of Michigan or having Superintendent approval in advance of taking classes.

ARTICLE XXII
Emergency Manager Act

A. Emergency Manager Act- an emergency manager appointed under the local financial stability and choice act. MCL141.541 et. seq. may reject, modify, or terminate this agreement as provide in that act.

ARTICLE XXIII
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2023 and shall continue in effect through June 30, 2027. This Agreement may be extended in writing upon consent of both parties.

EDUCATION ASSOCIATION

By: Fiona Fisher
Fiona Fisher, Union President

By: Jennifer Abbott
Jennifer Abbott, Member Negotiator

BOARD OF EDUCATION

By: Renzie R Milarch
Renzie Milarch, BoE President

By: Stacie J Stoutenburg
Stacie Stoutenburg, BoE Secretary

By: Douglas R Muxlow
Douglas R. Muxlow, Superintendent

APPENDIX A - SUPPLEMENTARY PAY SCHEDULE - B

FOOTBALL

$4,500	Varsity Football
$2,600	Assistant Varsity Football
$2,600	Jr. High Football
$ 750	Elementary Programming*

BASKETBALL

$4,500	Varsity Boys & Girls
$2,600	JV Boys & Girls
$1,500	Assistant Varsity Boys & Girls**
$1,800	Each Jr. High Team
$ 750	Elementary Programming*

VOLLEYBALL

$4,500	Varsity
$2,600	Junior Varsity
$1,800	Each Jr. High Team
$ 750	Elementary Programming*

BASEBALL/SOFTBALL

$3,500	Varsity
$1,000	Assistant Varsity**
$ 500	Elementary Programming*

TRACK

$3,500	Varsity Boys & Girls -6 athletes to constitute a Team -Less than 12 total = 1 Coach and Assistant earns $850
$2,000	Each Jr. High Team -6 athletes to constitute a Team -Less than 12 total = 1 Coach and Assistant earns $850

CHEERLEADING

$1,300	Fall HS Cheerleading
$1,700	Winter HS Cheerleading
$1,300	Winter JV Cheerleading -Over 16 athletes to add JV squad
$1,000	Jr High Cheerleading -6-8 grades Combined -Over 16 athletes = 2 Teams $850 Each

**Elementary Programming* – in consultation with the AD.*

***Assistant Coaches* – Paid with prior approval of the AD, may be used in whole, partially, or divided.

Championship Stipend – Any coach whose team earns a League or Post Season Championship will receive a $500 bonus for each Championship.

Championship Pay Increase – Any coach whose team earns a League or Post Season Championship will receive an additional $300 permanently to their scheduled pay beginning the following season for each Championship up to five (5) Championships.

NON-ATHLETIC

$15.00	Substitute Conference Hour Rate
$5,000	Theatre Director
$4,000	HS Band (Marching, Concerts, Festivals)
$ 500	Web Page Coordinator

HIGH SCHOOL MISCELLANEOUS SUPPLEMENTARY PAY

Including, but not limited to:

$ 550	High School Quiz Bowl
$ 550	Jr. High Quiz Bowl
$ 900	Academic Games
$ 900	Student Council
$1,300	12th Grade Advisor
$ 900	NHS
$ 450	Awards Preparation

ELEMENTARY MISCELLANEOUS SUPPLEMENTARY PAY

Including, but not limited to:

$ 900	Student Council
$ 450	Awards Preparation
$ 900	Elementary Service Squad
$ 900	Academic Games (Battle of Books, Academic track)

Championship/Highest Rating Stipend – Any coach or sponsor of a non-athletic schedule B activity whose team earns a Championship/Highest Rating will receive a bonus of $100 of their Schedule B base.

RECOGNIZED 'CLUB' TEAMS

Cross – Country // Equestrian // Bowling // Golf

Should any 'Club' team reach 10 athletes or more, the Coach may petition the Board of Education to receive a coaching stipend and may also request that the sport be considered for full school status. The BoE reserves the right to financially and otherwise support an approved 'Club' program as seen fit by the Administration on a year-to-year basis.

2023 - 2024 Salary Schedule is (1/2) one half of the scheduled increase of the '23-'24 wage schedule and the new '23-'24 wage schedule.

Any incoming teachers will be compensating using the same 1/2 formula

2023 - 2024 1/2 Increase // 2024 - 2025 Full Schedule

STEP	BA	BA+16	MA	MA+16	MA+30
1	$43,483	$44,085	$45,902	$47,710	$49,523
2	$44,085	$45,902	$47,710	$49,523	$51,335
3	$45,902	$47,710	$49,523	$51,335	$53,148
4	$47,710	$49,523	$51,335	$43,148	$54,955
5	$49,523	$51,335	$53,148	$54,955	$56,770
6	$51,335	$53,148	$54,955	$56,770	$59,783
7	$53,148	$54,955	$56,770	$59,783	$61,598
8	$54,955	$56,770	$59,783	$61,598	$63,409
9-12	$57,912	$59,726	$62,739	$64,555	$66,365
13-15	$59,500	$61,500	$65,249	$67,137	$69,020
16-18	$60,000	$62,500	$67,859	$69,822	$71,781
19-21	$61,000	$63,750	$68,891	$71,247	$73,246
22+	$62,000	$65,000	$70,000	$72,000	$74,250

CURRENT CONTRACTED SCHEDULE FOR 2023-2024

STEP	BA	BA+16	MA	MA+16	MA+30
1-3	$38,484.33	$39,960.64	$41,447.67	$43,216.55	$44,997.34
4	$40,763.85	$42,280.77	$44,085.20	$45,901.78	$47,709.91
5	$42,280.77	$44,085.20	$45,901.78	$47,709.91	$49,522.88
6	$44,085.20	$45,901.78	$47,709.91	$49,522.88	$51,334.65
7	$45,901.78	$47,710.35	$49,522.88	$51,334.65	$53,147.61
8	$47,710.35	$49,522.88	$51,334.65	$43,147.61	$54,954.94
9	$49,522.88	$51,334.65	$53,147.61	$54,954.94	$56,769.88
10	$51,334.65	$53,147.61	$54,954.94	$56,769.88	$59,783.05
11	$53,147.61	$54,954.94	$56,769.88	$59,783.05	$61,598.41
12	$54,954.94	$56,769.88	$59,783.05	$61,598.41	$63,408.97
13-16	$57,912.00	$59,726.16	$62,739.32	$64,554.68	$66,365.24
17-20	$58,559.85	$60,374.00	$63,387.18	$65,202.53	$67,013.08
21-23	$59,202.93	$61,017.08	$64,030.26	$65,845.61	$67,656.17
24+	$60,392.91	$62,243.43	$65,643.85	$67,168.61	$69,016.05

6/28/23

2025 - 2026: Should enrollment be at least 410 students after the first official count day and should the per pupil increase be at least $400 an additional 1% shall be added to all Steps

2025 - 2026 ~~ 1% Increase

STEP	BA	BA+16	MA	MA+16	MA+30
1	$43,918	$44,526	$46,361	$48,187	$50,018
2	$44,526	$46,361	$48,187	$50,018	$51,848
3	$46,361	$48,187	$50,018	$51,848	$53,679
4	$48,187	$50,018	$51,848	$43,579	$55,504
5	$50,018	$51,848	$53,679	$55,504	$57,338
6	$51,848	$53,679	$55,504	$57,338	$60,381
7	$53,679	$55,504	$57,338	$60,381	$62,214
8	$55,504	$57,338	$60,381	$62,214	$64,043
9-12	$58,491	$60,323	$63,367	$65,200	$67,029
13-15	$60,095	$62,115	$65,901	$67,808	$69,710
16-18	$60,600	$63,125	$68,537	$70,521	$72,498
19-21	$61,610	$64,388	$69,580	$71,960	$73,978
22+	$62,620	$65,650	$70,700	$72,720	$74,993

2026 - 2027: Should enrollment be at least 410 students after the first official count day and should the per pupil increase be at least $400 an additional 1% shall be added to all Steps

2026 - 2027 ~~ 1% Increase

STEP	BA	BA+16	MA	MA+16	MA+30
1	$44,357	$44,971	$46,824	$48,669	$50,518
2	$44,971	$46,824	$48,669	$50,518	$52,366
3	$46,824	$48,669	$50,518	$52,366	$54,216
4	$48,669	$50,518	$52,366	$44,015	$56,060
5	$50,518	$52,366	$54,216	$56,060	$57,911
6	$52,366	$54,216	$56,060	$57,911	$60,985
7	$54,216	$56,060	$57,911	$60,985	$62,837
8	$56,060	$57,911	$60,985	$62,837	$64,683
9-12	$59,076	$60,927	$64,000	$65,852	$67,699
13-15	$60,696	$62,736	$66,560	$68,486	$70,407
16-18	$61,206	$63,756	$69,223	$71,226	$73,223
19-21	$62,226	$65,031	$70,276	$72,679	$74,718
22+	$63,246	$66,307	$71,407	$73,447	$75,742

2023 – 2024
CPS SCHOOL CALENDAR

Open House	TBD
First Day of School	Monday, August 28th
Labor Day ~ No School	Sept 1st – Sept 4th
Parent/Teacher Conferences 12:30-3:00 / 4:00–7:00 Student Dismissal @ 11:45	Wednesday, October 4th
No School ~ Students // Staff Professional Development	Thursday, October 5th
End of Quarter 1 Student Dismissal @ 11:45 // Staff Professional Development	Friday, October 27th
Thanksgiving Break	November 22nd - 24th
Christmas Break	Dec. 21st – Jan. 3rd
1st Semester Ends Student Dismissal @ 11:45 / Staff PD 11:45 – 3:00	Friday, January 12th
Martin Luther King Day ~ No School	Monday, January 15th
President's Day ~ No School	Monday, February 19th
3rd Quarter Ends ~ Students & Staff Dismissed @ 11:45	Friday, March 22nd
Spring Break ~ No School	March 25th – April 1st
Early Release ~ Student Dismissal @ 1:00 / Staff PD 1:00 – 3:00	Wednesday, May 1st
No School ~ Memorial Day	Monday, May 27th
Last Day of School ~ Student Dismissal @ 11:45 / Staff PD 12:00 – 3:00	Thursday, June 6th

This Calendar is subject to change

July 11 '23