

MASTER AGREEMENT

Constantine Public Schools

and

Constantine Education Association/SMEA

Effective

August 1, 2025 to July 31, 2028

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**ARTICLE 1
RECOGNITION**

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the Constantine Board of Education (hereinafter referred to as the Employer, District, or Board) recognizes the Southwestern Michigan Education Association, MEA/NEA (hereinafter referred to as the CEA, SMEA or Association) as the exclusive bargaining agent for employees of the Board (hereinafter referred to as employees) in the bargaining unit as defined in Section B - definitions.
- B. Definitions: The term "employee," "bargaining unit member" or "member" when used hereinafter in this agreement shall refer to all CEA bargaining unit employees. The term "teacher" is used to refer to all professional employees within the bargaining unit covered by this agreement whose employment is regulated by the Michigan Teachers' Tenure Act. The term "ancillary staff" is used to refer to all professional employees within the bargaining unit whose employment is not regulated by the Michigan Teachers' Tenure Act. The term "qualified" shall be defined by the state and federal laws and regulations. The Constantine Board of Education hereby recognizes the CEA/MEA/NEA as the sole and exclusive bargaining representative for the purposes of and as defined in the Public Employment Relations Act (PERA), as amended, for all professional personnel and any other person whose responsibility is instruction/to be the recognized teacher of record or whose job requires teacher certification inclusive of any non-certified "qualified" personnel allowable under any alternative teaching provisions recognized by the State of Michigan or federal laws in the grades pre k-12 whether full-time or part-time on a regular basis, temporary or permanent, whether under verbal or written contract or not, on leave, on layoff, or on a per diem, hourly or class-rate basis, employed or to be employed by the employer performing or to perform any work currently being performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers: K-12, guidance counselors, adult education coordinator, special education, student services coordinator, teaching specialists, vocational, continuing, and probationary teachers. The Association recognizes that the superintendent, assistant/associate superintendent, and other executive personnel as defined by PERA are excluded from the bargaining unit as well as all principals, assistant principals, substitute teachers, administrative assistants, athletic director without a teaching assignment, school media specialists, and other employees whose responsibilities are supervisory within the meaning of PERA.
- C. The Board agrees not to negotiate with or recognize any organization other than the SMEA/CEA, for the duration of this agreement.

ARTICLE 2
ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that all teachers shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under the 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 Act 379; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights they may have under the Michigan General School Laws or Public Act 379.
- C. The employees in the bargaining unit shall be permitted to use school buildings, upon approval of the administration, at reasonable hours for meetings, provided that, when special custodial service is required, the Board may make a reasonable charge therefore.
- D. Upon proper notification of the building administrator, duly authorized representatives of the SMEA shall be permitted to transact necessary official business at reasonable times, provided that this shall not interfere with, nor interrupt the instructional program or normal school operations.
- E. Upon proper notification of the building administrator, the employees in the bargaining unit shall be permitted to use school equipment, including computers (subject to the Districts Acceptable Use Policy), copiers, and other duplicate equipment.
- F. The Association shall have the right to post notices of its activities and matters of SMEA concern on teacher workroom bulletin boards, at least one of which shall be provided in each school building. The SMEA may use the teachers' mailboxes for communication with teachers. No teacher shall be prevented from wearing the insignia, pins, or other identification of membership in the Association either on or off school grounds.
- G. The Board agrees to furnish to the Association, in response to written requests, information concerning the financial resources of the district, together with information which may be necessary for the Association to process any grievance. Copies of the minutes of the Board meetings shall be furnished to the SMEA Designee and to no more than four (4) designated building representatives.

- H. Upon the request of the Association, the Board shall consult with the teachers on any new or modified fiscal, budgetary, or tax programs; construction programs, or major revisions of educational policies and the Association may advise the Board with respect to said matters prior to their adoption and/or general publication.
- I. The private and personal life of a teacher is not within the appropriate concern or attention of the Board unless such action of the teacher affects their ability to effectively carry out the duties of a teacher in the School District.

**ARTICLE 3
BOARD RIGHTS**

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Constantine School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following.
 - 1. The supervision, direction, and control of the management and administration of the school system, its properties and facilities.
 - 2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote and promote employees for reasons which are not arbitrary and capricious.
 - 3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 - 4. The selection of textbooks and teaching materials and various teaching aids.
 - 5. The right to determine class schedules, class size, the hours of instruction and assignment of teachers with respect thereto.
 - 6. The right to require an employee to undergo a medical examination, cost to be borne by Constantine Public Schools, if there is reasonable cause as determined through documentation by the administrator and/or superintendent to believe the employee cannot perform the duties of their position or that the employee poses a threat to themselves or others.
- ~~B.~~ The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by provisions of this Agreement.

ARTICLE 4
TEACHING HOURS AND CLASS LOADS

- A. The instructional school day shall not be more than seven (7) hours and twenty (20) minutes. The Administration will set the normal teaching hours for each building, which may be extended for the purpose of faculty meetings, parent-teacher conferences, open houses, IEP staffing, or placement meetings. Teachers' will be in their respective buildings ten (10) minutes prior to, and ten (10) minutes after student instructional time, either in their classroom or supervising hallways, as determined by the building administrator. The 10-minute arrival/dismissal time requirement may be reduced by administration, with prior approval.
1. The principal may expect teachers to remain at school after the normal day, when necessary in their judgment, to solve a problem which cannot be handled during the regular school day. When possible this request will be made at least one (1) day in advance.
 2. Professional Development for teachers will be scheduled. A district calendar of Professional development will be created and shared with staff members.
 3. The Board and Association understand and agree that the Board may adjust the normal teaching hours to satisfy State requirements pertaining to hours of pupil instruction, as specified in Section 1284(1) of the Revised School Code.
 4. If, during the course of the school year, it becomes necessary to add hours to make-up for lost hours of instruction, the Board will consult with the CEA prior to making any adjustments in an attempt to develop a mutual agreement as to how the time will be added. The CEA will have 10 working days after being notified of the need to add time to come to a mutual agreement with the Board or the Board's designee. If mutual agreement cannot be met in that time period, the Board or its designee reserves the right to make a final determination so as to avoid any penalty.
 5. As a part of the work year and compensation schedule, teachers are required to attend two (2) parent/teacher conference evenings per school year not to exceed three (3) hours per evening. If a teacher is absent without being excused by the principal for P/T conferences as a single event, they will be subject to progressive discipline described in Article 11.
- B. All teachers shall be entitled to a duty-free, uninterrupted, thirty (30) minute lunch period: however, in cooperation with the Administration and the Association, teachers may be requested to assist with supervision during an emergency situation or problems connected with inclement weather.

The teaching load will provide forty-five minutes per day, excluding lunchtime, for teachers' preparation. Preparation time shall be accumulated using no more than two blocks of time per day. It is understood teachers may be required to meet regarding student assistance team (SAT), IEP/504 team meetings, or other commitments related to their teaching responsibilities during their planning time. The administration will make every effort to limit the number of meetings during planning time. Should a teacher attend more than six (6) meetings during their planning time in one month, they will be paid the internal substitute rate (\$30) for each additional meeting after the sixth meeting.

Prior to a major change in a building program, such as, but not limited to: Block Scheduling, MAC, Team-Teaching, the building administrator will consult with the staff and building School Improvement Team.

- C. Full-time teachers employed by the district in special areas (art, music, special education, media specialists, alternative education coordinator, and counselors) shall be provided with lunch and preparation time to the same extent as other teachers in the district.
- D. No departures from these norms, except in the case of an emergency, shall be made without mutual consent of the teacher and administration.
- E. Daily preparation for effective teaching, correcting examination papers, themes, attending faculty meetings, and similar activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher.
- F. An employee member of the bargaining unit, when required by a mediator, factfinder or arbitrator, to engage in contract negotiations or formal grievance negotiation regarding the Constantine contract, shall be released from regular duties without loss of pay.

**ARTICLE 5
SPECIAL STUDENT PROGRAMS**

- A. The parties recognize that some children have special physical, mental, and emotional problems that may require specialized classroom experiences. Special attention will be given to reducing class size or providing other special assistance when children with special needs are placed in regular classrooms.
- B. The Constantine administration, Board and teachers dedicate themselves to working with these students, their parents, and the St. Joseph County Intermediate School District to provide programs that meet their needs.

ARTICLE 6
TEACHING CONDITIONS

A. The parties recognize that the availability of the best school facilities for both the student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. The recommended maximum class sizes are listed below.

- | | |
|--|---------------------------------------|
| 1. Young Fives | 18 |
| 2. Young Fives and Kindergarten | 24 |
| 3. Grades 1-3 | 26 |
| 4. Grades 4-5 | 28 |
| *Elementary specials limits same as above class size limits. | |
| 5. Secondary classrooms | 30 |
| 6. Art | 30 |
| 7. P.E. | 40 |
| 8. Industrial Arts | limit based on workstations available |
| 9. Music, including band and choir | If over 50, options may be explored |
| 10. Computers | limit based on workstations available |

B. Should a teachers classroom student roster exceed the recommendations, contains an overbalance of students with high needs, or has a number that does not match the materials and/or equipment available, the teacher should contact the principal in writing to set up a meeting to discuss viable options to remedy the situation within 5 school days. The principal will have 3 school days to make written contact with the teacher to set up a meeting. Every effort should be made for the meeting to occur within 3 school days of the principal's communication to the teacher. The concerned teacher may have CEA representation with them during the meeting. Building principals may also have one additional member of the administrative team present at the meeting.

Possible solutions could include, but not limited to:

- a. Hire additional teacher
- b. Create split grade classroom
- c. Transfer student to another classroom
- d. Provide classroom educational assistant
- e. Supply additional materials and/or equipment
- f. Team teaching or co-teaching
- g. Stipend – Elementary classroom teachers only, excluding specials (\$250/quarter)

C. Concern Advancement Protocol

1. Should the teacher not be satisfied with the solution from the building principal, the teacher and their CEA representative may advance their concern to the superintendent of schools in search of a different solution.

2. Should the teacher not be satisfied with the solution from the superintendent, the teacher and their CEA representative may advance their concern to the policy committee, which is made up of school board members, in search of a different solution. The agreed upon decision of the policy committee will be final.
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- D. The Board recognizes that appropriate tests, media center reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer annually for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly implementing all joint decisions made by its representative and the Association. The Board agrees, within its financial ability, to keep the schools reasonably and properly equipped and maintained. No teacher shall be required to spend their money on supplies for the school.
 - E. Under no conditions shall a teacher be required to drive a school bus as part of their regular teaching assignment.
 - F. The Board will make available in each school at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking is not permitted. The Constantine Public School's campus (within and outside of buildings) became a smoke free environment as of 8/1/93.
 - G. Telephone facilities shall be made available to teachers for their reasonable use. All personal long distance calls shall be charged to the teacher's home phone number or personal calling card. The District will not be financially responsible for personal phone calls.
 - H. Enough parking facilities shall be made available to teachers for their exclusive use during regular school hours.
 - I. Except as they may interfere with the employee-pupil relationship, teachers shall be entitled to full rights of citizenship and no lawful religious or lawful political activities of any teacher off duty, or the lack thereof shall be grounds for any discrimination with respect to the professional employment of such teacher.

**ARTICLE 7
VACANCIES AND TRANSFERS**

- A. A vacancy shall occur whenever a bargaining unit member vacates a unit position as the result of resignation, dismissal or transfer and the Board determines to fill it. Newly created bargaining unit positions and any leave of absence by a Teacher for the entire school year shall also be considered vacancies if the Board determines to fill them. Any vacancy that occurs after the beginning of the school year shall be considered temporary and may be filled temporarily for that school year only.
- B. When any bargaining unit vacancies occur, the Board shall inform the Association, provide electronic notice to employees via email, and post the vacancy on the website.
- C. Vacancies shall be posted for seven (7) calendar days before being filled unless the superintendent and the Association President mutually agree to a necessary shorter posting period due to unique challenges with a certain position. The Board agrees to consider certification, distinguishing factors of qualification as defined in Article 26B, and length of service to the school system for any transfer requests and internal applications prior to hiring an outside applicant. If an internal candidate is not selected, the administration will make a personal contact (phone call or in person) to discuss the basis for the non-selection.
- D. The District has the right to make transfers due to scheduling needs. If a teacher is transferred, the administration will transfer them back to their previous position the following year if desired and if it is possible without disrupting another staff member.

**ARTICLE 8
SENIORITY**

- A. Beginning the 2025-26 school year, teachers hired into the bargaining unit shall be placed on the seniority list on their first day of work in the bargaining unit in the regular school calendar from their most recent date of hire.
- B. A seniority list shall be maintained by the district. Teachers shall be ranked in order of seniority. Accompanying the name of each Teacher shall be a listing of the Teacher's certification and endorsements. Said seniority list shall be available for review via google drive by October 31 each year. Any proposed adjustments shall be brought to the attention of the administration within fifteen (15) days, otherwise the seniority list shall be final.
- C. If there is a "tie" on the seniority list, the tie shall be broken according to the last four digits of the social security number, with the person having the highest number having the greatest seniority and proceeding in a similar manner until all persons with the tie are assigned a seniority position.

- D. All seniority shall be lost when a teacher retires, resigns, or is discharged. Seniority shall be frozen if the teacher transfers to a non-bargaining unit position in the District for two (2) years or less. If they return to the bargaining unit within the two years, they shall be entitled to such rights as they may have had under this Agreement at the point that they left the unit.
- E. Seniority shall continue to accrue during periods of layoff and/or unpaid leaves of absence of less than one (1) school year and the full duration of a qualified military duty leave.

**ARTICLE 9
PAID LEAVES AND UNPAID LEAVES OF ABSENCE**

- A. Each teacher will be granted twelve (12) days leave of absence per year. Teachers newly employed shall not receive leave allowance until such time as they have actually reported for duty and have provided service for not less than one day. Teachers working less than a full year will receive prorated absence leave.
- B. Leave days will abide by the following guidelines:
 1. The day immediately preceding or the day immediately following a school vacation will not be recognized by the Board as a paid leave day. Circumstances presenting unusual conditions will be reviewed upon request by the Principal to determine whether such time will be granted.
 2. No day will be granted for the first or last day of the school year in which teachers are to report.
 3. The teacher shall prepare necessary lesson plans or other professional materials necessary for the performance of the teacher’s duties by a substitute.
 4. The Employer shall not be required to grant leave on any one day to more than two (2) teachers from any one building.
 5. Teachers must provide 24 hours’ notice, including direct communication with their supervisor, regarding any use of planned absence leave.
 6. Teachers may not use more than three (3) consecutive days of absence leave without the written consent of the Superintendent.
 7. Unpaid days of absence are not allowed without the written consent of the Superintendent.
- C. The unused portion of such allowance shall accumulate from year to year. The Board will pay the teacher upon retirement from the District, in the following manner.

Number of Sick Days	Payout
1-100 accumulated days	\$20.00 per day (\$2000 maximum)
101-200 accumulated days	\$30.00 /day (\$3000 maximum + \$2000 from 1-100)

A maximum of \$5000 may be granted for 201 days accumulated. No additional pay will be granted for unused leave days beyond 201.

- D. Any teacher whose personal illness or disability, including childbirth and complications of pregnancy, extending beyond the period compensated by Section A shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability, including childbirth and complications of pregnancy, up to one (1) calendar year for tenure teacher and up to June 1 of the current school year of probationary teachers.

Except as required by the FMLA, no benefits will be provided by the District while a bargaining unit member is on unpaid leave. Subject to the approval of the insurance carrier, a bargaining unit member will be given the option of continuing insurance benefits at their own expense during an unpaid leave after exhaustion of the District's obligation to pay such benefits. In the event a bargaining unit member elects to continue insurance benefits at their own expense, the bargaining unit member shall pay the full premium payments owed by the bargaining unit member to the District before the first day of the month during which coverage is being extended. A prorated payment shall be made for a partial month of coverage.

- E. In hardship cases, a teacher may file a written request with the Board, for use of additional accumulated leave days. The decision of the Board will be final and this decision will not be subject to arbitration.

- F. Leaves of absence with pay not chargeable against teacher's leave allowance shall be granted for the following reasons:

1. Bereavement Leaves – Three (3) days per incident using immediate family definition with additional days approved by the Board only. Immediate family shall be defined as spouse, parents, children, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or any person for whom a teacher has care, control, and custody.
2. Court Appearance as a witness in any case connected with the teacher's employment or the school or whenever a teacher is subpoenaed to attend any proceedings or jury duty, except if it is a personal situation.
3. At the beginning of every school year, each teacher shall be credited with time to be used for the teacher's professional business. Professional business days shall be used for the purpose of:
 - a. Visitation to view other instructional techniques or programs.
 - b. Conferences, workshops, or seminars conducted by colleges, universities, or other professional organizations. The teacher planning to use a professional business day, shall apply at least three (3) days in advance. Professional business days will be taken only with the prior approval of the administration, which may deny teachers' requests if funds are lacking or if the administration determines the activity not to be worthwhile. The teacher may be requested to file a written report within one (1) week of their attendance at such visitation, conference, workshop or seminar.

- G. Leaves of absence without pay may be granted upon application for the following purposes:
 - 1. Study related to the teacher's licensed field.
 - 2. Study to meet eligibility requirement for a license other than that held by the teacher.
 - 3. Study, research, or special teaching assignment involving probable advantage to the school system.

- H. At the beginning of each school year, the Association shall be credited with a pool of ten (10) Association business leave days with pay. These days shall be used at the direction and discretion of the Association for Association-related business and shall not be used for more than two (2) consecutive school days by any one teacher. The appropriate building principal shall be notified three (3) days in advance of the use of an Association business day. The Association shall fully reimburse the Board for the cost of substitutes necessitated by the use of Association business days.

- I. Perfect attendance incentive of \$300 per marking period for perfect attendance. Perfect attendance means zero (0) hours absent for the entire marking period including P/T Conferences (unless excused by the principal). School related absences that are approved by the district administration in advance of the absence will not count against the perfect attendance bonus. The teacher must contact payroll and request the bonus within 10 school days of the marking period ending.

**ARTICLE 10
ACADEMIC FREEDOM**

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaning awareness of and respect for the Constitution and the Bill of Rights, and to instill an appreciation of the values of individual personality.

- B. Academic freedom shall be guaranteed to teacher to study, to investigate, to interpret facts and ideas concerning man, human society, the physical and biological world, and other branches of learning commensurate with the laws of the State of Michigan and approved curriculum guides of Constantine Public Schools. Media center materials and adopted textbooks shall be considered as part of the approved curriculum guides. In the absence of an approved curriculum guide, the principal's approval will be required.

- C. Academic Freedom carries with it many responsibilities when we consider that students in public schools are in fact a captive audience.
 - 1. Teachers have an obligation to preserve an attitude of impartiality when dealing with controversial issues in classroom situations.

2. Not all topics are suitable for discussion by children of any age.
3. Good judgment must be used by teachers in the timing of teaching controversial issues.
4. The role of the teacher in the presentation of controversial issues may be delicate but is not impossible

ARTICLE 11
PROFESSIONAL BEHAVIOR AND TEACHER DISCIPLINE

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives , which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning. Any order which the teacher consider to be threatening to physical safety or well-being or is professionally demeaning shall be reported, in writing, to the Superintendent’s Office within two (2) business days.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Medical releases and/or excuses used for verification of leaves of three (3) consecutive days or longer must be submitted to the teacher’s principal no later than the day of return from a medical leave.
- C. A bargaining unit member may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. For verbal or written reprimands, the grievance procedure may be only utilized up to and including Level 2.
- D. Disciplinary action that includes suspensions over fifteen (15) days or discharge shall occur in accordance with the statutory requirements under the Michigan Tenure Act.
- E. A program of progressive discipline shall be followed for each unrelated incident:
 1. Verbal reprimand
 2. Written reprimand
 3. Suspension (which may include loss of pay)
 4. Discharge
- F. The parties recognize that the severity of an offense may provide for the acceleration of the above progression of discipline. Additionally, nothing in this Article limits the District’s right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

- G. Any teacher shall, upon request, be entitled to Association representation during investigative interviews that could lead to disciplinary action against the teacher or any meeting that the teacher is being reprimanded, warned, or disciplined for any infraction or delinquency or inadequacy in professional performance. Disciplinary action will not be enacted until the teacher has had the opportunity to request the Union representative of their choice.
- H. A bargaining unit member will have the right to review the contents of their personnel file in accordance with the provisions of the Employee Right-to-Know Act (Public Act No. 397 of 1978, as amended). The bargaining unit member shall have the right to have a representative of the Association accompany them in such a review. The employee may obtain a copy of any or all information contained in the file upon request and in accordance with the Employee Right-to-Know Act. The member may submit a written notation or reply regarding any material found in their personnel file and the same shall be attached to the file copy of the material in question. When individual performance and/or disciplinary material is to be placed in a member's file, the affected member shall review and sign said material; such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

**ARTICLE 12
MAINTENANCE OF STANDARDS**

- A. Teaching hours, relief periods, and leaves shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.
- B. All other conditions of employment and general working conditions shall be maintained except as student enrollment and/or lack of funds require changes. Full facts and information concerning such changes shall be furnished to the Association.

**ARTICLE 13
CONTINUITY OF OPERATIONS**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year, and the avoidance of disputes, which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, and the Board agrees it will not engage in any lockout, as defined by Section I of the Public Employment Relations Act.

ARTICLE 14
SCHOOL CALENDAR

- A. The school calendar and Professional Development days, as adopted, shall be set forth in Appendix A. Prior to adoption by the Board of the annual school calendar for subsequent years during the term of this Agreement, the Board agrees to negotiate the content thereof with representatives of the Association. When the calendar is agreed upon, it must satisfy requirements pertaining to the minimum number of days and hours of instruction set forth in Section 1284 of the Revised School Code. In addition, it must satisfy the professional development day requirements set forth in Section 1527 of the Revised School Code.

- B. Scheduled days of instruction, which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions, will be rescheduled, at the end of the regular school year to the extent permitted by law to ensure that the district meets the annual instructional minimum number of days and hours required by law and Department of Education requirements so as to qualify the district for full state aid. Scheduled hours of student instruction which are not held because of delays may also be rescheduled in the event it is necessary to do so to satisfy State requirements pertaining to hours of pupil instruction. Teachers will receive their regular pay for days that are canceled or delayed but shall work the rescheduled days or hours with no additional compensation. Total annual salary is based on the contracted number of days and/or hours required during the entire school year.

- C. The Board of Education shall not be required to cancel or reschedule a “workday/professional development day” (i.e., a day when teachers report but students are not in session such as an end of semester grading day, a parent teacher conference day, or an in-service day) or that portion of any day which is so scheduled. However, the Board may do so in its discretion, provided the total amount of work time is not increased.

- D. When session days are delayed, teachers will report at least fifteen (15) minutes before the opening of the students’ rescheduled school day. It is understood that the normal day may have to be revised when the beginning of the day is delayed. However, the school day will not be extended beyond the normal close of the school day. On any scheduled student session days when students do not report, it is agreed that bargaining unit members will be excused from reporting for duty unless it is a partial “workday” referred to above.

- E. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities in addition to the current thirty (30) hours, it is agreed that of these specific days bargaining unit members shall be excused from reporting to duty without loss of pay. These specific days lost due to school closing under the

foregoing circumstances shall not be rescheduled. To the extent that any other provision of this Agreement is inconsistent with the foregoing, such provision shall be null and void to the extent of the inconsistency.

- F. In the event a teacher receives unemployment compensation benefits (which as used herein also includes “under-employment benefits”) during the school year (associated with their regular teaching assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the teacher works those instructional days at a later time, the teacher will have their pay adjusted, such that their unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary they would have earned for the school year had there not been scheduled day of instruction canceled for such reasons.
- G. Any decision to cancel days, or delay the starting time, shall not be grieved.

ARTICLE 15 PROFESSIONAL COMPENSATION

- A. The contract year begins on August 1 and ends on July 31 each year. Salary will be paid in 26/27 equal installments beginning on the last Friday in August or the first Friday in September, whichever allows for a continuation of the every other week pay cycle. If using a 26 pay period year creates a gap in the pay cycle at the end of the year, a 27 pay year will be used. Employees may also choose to be paid in 22/23 equal installments rather than 26/27. The employee must notify the Business Office prior to August 1, each year or they will automatically be paid in 22 installments. The basic salaries of teachers covered by this agreement are set forth in Schedule B, which is attached to and incorporated in this Agreement.
- B. All teachers newly employed may be given full credit on the salary schedule set forth in Schedule B for full years of outside teaching experience in any school district in the State of Michigan and/or other teaching experience for which credit is allowed.
- C. Teacher will be moved on the salary schedule, provided they have given the District written notice, either at the beginning of the year (the first day of school) or at the halfway point (first day of school in February), upon verification of credits. If a teacher is awaiting verification they will remain in the previous year classification (BA, MA) until verification is approved. Pay will be retroactive upon verification.
- D. Credits to move over must be graduate level classes. Undergraduate level classes will only count towards salary advancement if pre-approved, in writing, by the Superintendent.

- E. The salary schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.
- F. Teachers involved in extra-duty assignments set forth in Schedules B-1 and B-2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.
- G. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a reimbursement at the current IRS rate upon submitting the appropriate district approved form for mileage reimbursement. Approved trip mileage: Current IRS rate for approved trips.
- H. School counselors will receive additional compensation for up to ten (10) additional workdays prior to the school year and ten (10) additional workdays after the school year with the approval of the administration to complete their specific school-related work. Compensation will be paid at the per diem rate of the employee. Additional days may be requested by the administration.

ARTICLE 16
STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. 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. It is likewise recognized that, when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary in compliance with Michigan school law to protect themselves from attack or to prevent injury to another student.
A written statement of discipline guidelines will be distributed to the teachers by the Board or its representative sometime during the first two weeks that school is in session each school year.
- C. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as their teaching obligations will allow, full particulars of the incident and contact the parent as mandated by the law.
- D. Suspension of student from school may be imposed only by a principal or their designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and their parents when warranted.

- E. Any case of assault upon a teacher shall be reported promptly to the Board or its designated representative. The Board will provide legal counsel and/or advise the teacher of their rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- F. Time lost by a teacher to meet with an attorney, police or judicial authorities in connection with any incident mentioned in the Article or school-connected lawsuit shall not be charged against the teacher if found innocent or provided the teacher has acted appropriately as determined by the proper forum of jurisdiction.
- G. Upon approval of the principal, the Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of teacher while on duty in the school or on a school assignment. The maximum to be paid is \$500 per incident, or up to no more than \$1,000 per year. (The maximums \$500 per incident and \$1,000 per year) may be increased to \$1,000 per incident and \$2,000 per year only by approval of the Board of Education. The Board's decision concerning the increased amounts is not subject to arbitration.
- H. No action shall be taken upon any complaint by the 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 reported in writing to the teacher concerned.

**ARTICLE 17
STUDENT GRADING**

- A. The parties agree the evaluation of student performance is the responsibility of the professional staff working within the framework of the Board's policy on grading.
- B. Changing a student's grade must be done in accordance with the Board policy.

**ARTICLE 18
INSURANCE**

- A. The Board of Education shall pay the partial cost of premiums for employee medical and hospitalization group health insurance coverage for each participating full-time teacher up to medical insurance caps set by the State Law. Each year, as authorized by Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, the School District shall pay the State Mandated amount allowed. The balance of the insurance premium shall be paid by the employee through employee contribution. Dental, Vision, and Life Insurance (\$5000) shall be fully paid by the Board. Constantine Public Schools will be the policyholder for insurance. A committee including representatives from the CEA, Superintendent, Business Manager, School Board Member, Building Supervisor and Administrator will meet each year to review insurance bids and make a recommendation for the following year.

September 1 each year, the district will contribute the full deductible amount to an employee's HSA up to the hard cap. If an employee leaves prior to the end of the school year, the contribution amount will be prorated. The employee shall give the district permission to debit their HSA account the prorated amount. There will be no contribution to an HSA if the traditional health coverage plan is chosen. For employees on FMLA unpaid leave the District will follow Federal Cobra guidelines for health insurance coverage. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Bargaining unit members electing to use the Premium Contribution Plan shall do so through a salary reduction agreement and payroll deduction.

B. Teachers not electing to take health insurance will receive the PAK B Plan of Benefits and will receive a cash option in lieu of benefits. The cash amount will be \$475 per month (\$5,700 annually).

C. Plan Summary

Health: Benefit Summaries will be provided to each employee.

Dental: Self-Funded. Network Not Required.

Individual/Family Deductible \$0, Annual Maximum \$1500, Ortho Lifetime Max \$1200
Preventative 80%, Basic 80%, Major 50%, Endo/Perio 50%, Orthodontia 50%

Vision: Self-Funded. Network Not Required.

Frequency 12 Months	Exam, Frames, Lenses
Vision Exam	\$6.50 Deductible
Frames	\$18 Deductible up to \$150 Allowance
Lenses (Single/Bifocal)	Varies lens type
Lenses (Progressive)	Not Covered
Contact Lenses (Elective)	Up to \$150 Allowance
Contact Lenses (Medically)	Up to \$150 Allowance

Term Life and AD&D Insurance:

Employees must be active at work (able to perform all normal duties for the job) to be eligible for coverage. Employees must be working a minimum of 30 hours per week to be eligible for coverage and the employer will pay 100% of the premium for \$5,000 of Life Insurance Benefit. 50% of the amount of the life insurance benefit is available to the employee if terminally ill, up to \$100,000. There are age restrictions; at age 65, amounts reduce to 65%. At age 70+, amounts reduce to 50%. Coverage terminates at retirement.

ARTICLE 19
PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher of the Association that there has been a violation of any provision of this master contract may be processed as a grievance as hereinafter provided.
- B. If any teacher has a complaint regarding any condition of employment covered by the Michigan Teacher Tenure Act, such complaint or grievance shall be dealt with exclusively through the provision of said Act and the established procedures thereof.
- C. Limitations – The following matters shall not be submitted to arbitration under the procedure outlined in this article:
 - 1. The termination of services of, or failure to re-employ any probationary teacher.
 - 2. Any dispute within the jurisdiction of a State or Federal agency.
 - 3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 - 4. Any dispute concerning the content of an evaluation or the content of an insurance policy.
- D. For the purposes of this article, “days” will be defined as days that school is in session during the academic year and days that the central office is open for business during the summer break period between academic years.
- E. Level One. Within seven (7) days of the alleged violation, the teacher with a grievance shall discuss it with their immediate supervisor or principal, individually or together with their Association representative. In the event the aggrieved person is not satisfied with the disposition of their grievance then, within four (4) days of the discussion, may invoke the formal grievance procedure.
- F. The grievant or association may invoke the formal grievance procedure on the form illustrated in Schedule C, signed by the grievant and/or an Association Officer. A copy of the grievance form shall be delivered to the principal or supervisor and to the Superintendent. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by them.
- G. Level Two. Within seven (7) days of receipt of the grievance, the Superintendent shall meet with the principal or supervisor and the Association representative in an effort to resolve the grievance. Within seven (7) days of such a meeting, the superintendent or their designee shall indicate their disposition of the grievance in writing and shall furnish a copy thereof to the Association.

- H. Level Three. If the Association is not satisfied with the disposition of the grievance by the superintendent or their designee, or if no disposition has been made within seven (7) days of such meeting or eight (8) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Board within seven (7) days by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such a grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.
- I. Level Four. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance parties cannot agree as to the arbitrator, they shall be selected by the America Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding, any ground, or to rely on any evidence not previously disclosed to any other party. 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.
- J. The powers of the arbitrator are subject to the following limitations:
1. The arbitrators shall have no power to alter, modify, disregard, add to, or subtract from the terms of this Agreement.
 2. The arbitrator shall have no power to establish salary scales or change any salary scales or schedules.
 3. In the event that a case is appealed to the arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 4. More than one grievance may not be considered by the arbitrator at the same time except upon express written mutual consent and then only if they are of similar nature.
 5. The arbitrator shall have no power to award interest or punitive damages.
 6. The arbitrator shall have no power to hear, consider or make a determination on a grievance issue which is claimed as a violation of state or federal law. A single grievance which has a combined claim of a contract violation and a violation of state or federal law shall have only the contract violation considered by the arbitrator.

7. The arbitrator may not, in effect, grant the Association that which the Association was unable to secure in collective bargaining
8. The arbitrator shall have no power or authority to review or rule on:
 - a. Any matter which is a prohibited subject of bargaining, e.g., under the Public Employee Relations Act/PERA, MCL 423.215.
 - b. Any matter for which the Teacher's Tenure Act (Act 4, P.A. 1927, as amended), prescribes a procedure or a remedy or which may be filed under the Teachers' Tenure Act with the State Tenure Commission.
 - c. Any matter for which there is recourse under State or Federal law.
 - d. The content of any insurance policy or the administration of any insurance related policy, coverage or benefit which policy, coverage and benefit(s) are administered by a third party.
 - e. Any matter filed by the Association in its own name, except in a case where express contractual rights have been given to the Association through this Agreement.
 - f. No new grievance may be filed and/or processed by the Association or a teacher on behalf of any teacher if that teacher, for any reason, is no longer an employee of the District.
- K. The fees and expenses of the arbitrator shall be shared equally by the parties.
- L. If any teacher for whom a grievance is sustained through arbitration shall be found to have been discharged unjustly, they shall be reinstated with reimbursement of compensation to be determined by the arbitrator.
- M. 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.
- N. If an individual teacher has a personal complaint, which they desire to discuss with a supervisor, they are free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance procedure, the interests of the teacher's shall be the sole responsibility of the Association.

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

**ARTICLE 20
DISTRICT COMMITTEES**

- A. Professional Study Committee (PSC)
A Professional Study Committee may be convened to work on topics as needed with compensation to be provided as listed on Schedule B-1. Association may select up to four teachers to work on this committee with administration.
- B. District Communications Committee (DCC)
The Superintendent and Building Administrators will meet with the CEA Executive Team up to two times per year regarding school related issues in the buildings/district.

**ARTICLE 21
MISCELLANEOUS PROVISIONS**

- A. 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 and signed amendment to the Agreement.
- B. Any individual contract between the Board and an individual teacher, theretofore executed shall be subject to and consistent with the terms and conditions of the Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practice of the Board, which shall be contrary to or inconsistent with its terms.
- D. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provision or applications shall continue in full force and effect.
- E. This Agreement shall be posted and made available as soon as possible to all teachers now employed or hereafter employed.

- F. At the beginning of each school year a record of accumulated leave shall be provided for each teacher.
- G. Principals shall inform teachers of the process to report unavailability of work. Teachers shall make every effort to provide the principal or their designee with sufficient and reasonable notice.
- H. By March 1 or any time thereafter with fifteen (15) day notice prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for a successor agreement.
- I. The Board will pay a \$500 stipend to teacher who, on or before April 1 of the school year of retirement, submits a non-rescindable letter of resignation. This letter will be applicable to the end of the school year in which the letter of resignation is submitted. The payment is to be made within one (1) month from receipt of the binding letter of resignation.
- J. The district will provide employees with the opportunity to invest in a 403(b) retirement account:
 - 1. The parties agree that the District will join the Michigan Retirement Investment Consortium which uses TSA Consulting Group as the third-party administrator for the Consortium.
 - 2. The District and Association recognize the importance of each employee pursuing an active retirement savings program and providing sound investment alternatives to assist them in achieving their retirement savings goals. All bargaining unit members are eligible to participate in the Plan.
 - 3. The Plan Document shall allow employees the ability to make changes in their investment portfolio. Provision for emergency or hardship withdrawals will be included within the Plan. Employees shall also be permitted to take loans from their investment as permitted in the Plan Document. Prompt remittance of contributions as defined by the Internal Revenue Code from participants will be made to the third-party administrator.
 - 4. The Plan Document shall include a list of investment providers. MEA Financial Services will continue to be on the approved list of investment providers. If, at any time, MEA Financial Services is removed from the list of investment providers, the District will withdraw from the Consortium as soon as possible.
 - 5. The District and Association agree to conduct ongoing review and assessment of the performance of MRIC, TSA and participating investment firms with the goal of maintain a quality 403(b) program. The District and the Association recognize that changes may be made in the selection of administrative firms including MRIC, TSA and the selected investment firms. Such changes shall only be made after timely consultation with the Association.

ARTICLE 22
LOCAL FINANCIAL STABILITY AND CHOICE ACT

An emergency financial manager appointed under the Local Financial Stability and Choice Act, MCL 141.541, *et seq*, shall have the authority to reject, modify or terminate the collective bargaining agreement as provided in that Act.

ARTICLE 23
TEACHER MENTORS

- A. A mentor teacher will be assigned to probationary teachers during their first three years of classroom teaching under School Code Section 1526. The mentor teacher must be a bargaining unit member with 5 years of effective teaching experience. The mentor will be selected from a list of qualified mentors by the building principal. Every effort will be made to assign a mentor in the same building and content area as their mentee. Mentors will be assigned within 10 school days of the mentee's date of hire.
- B. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening, collegial fashion. The mentor will follow the requirements of the Mentor Leadership program at SJCISD. If a mentor is unable to meet the obligation, a new mentor will be assigned within 10 school days and the compensation will be prorated.
- C. Mentors will be paid \$500 annually.
- D. A bargaining unit member will also be assigned to mentor tenured teachers new to the district for one year if it is in the teacher's best interest as determined by the building principal. Compensation will be \$250.00.
- E. All teachers within their first three years of teaching will be assigned to go through Instructional Transformation PD with the curriculum, instruction, and assessment coach for up to two years as determined by the coach.

ARTICLE 24
INTERNAL SUBSTITUTES

An external substitute for each class is the best policy. However, a payment of \$120 per day will be distributed equally to those teachers who accommodate 4 or more students from a class without a substitute teacher for an entire day. (Example: 3 teachers who take a third of the students from one classroom for an entire day will each receive \$40 pay for that day). Teachers accommodating extra students for half a day will be given equal portions of half of the internal substitute reimbursement pay. If a teacher takes on an entire class in addition to their own, they will be given the full internal substitute reimbursement for the class period(s) covered. The hourly internal substitute reimbursement of \$30 will apply to teachers covering other students for individual hours in the day. It will be the teacher's responsibility to fill out a timesheet in a timely manner, with the assistance of the administrative assistant in their building.

**ARTICLE 25
EVALUATION**

The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and the Evaluation Procedures in Appendix D regarding the evaluation of teachers. The Thoughtful Classroom shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. Any changes to the evaluation procedures in Appendix D must be mutually agreed upon between the CEA and the District. Any member rated as developing or needing support may request a review with the superintendent within 48 hours of the review with the principal before their final rating is submitted. Non-probationary teachers may utilize the grievance procedure only if the teacher receives a final rating of less than effective.

**ARTICLE 26
LAYOFF AND RECALL**

It is understood by the parties that determining teacher staffing level and any reduction of staff is within the sole discretion of the Board. The procedures set forth in this Article shall be used in any reduction of staff, laying off and recalling teachers.

- A. The district retains the right to determine the teaching schedule. If any current teaching positions are eliminated, the teachers in the positions being eliminated are considered displaced. A displaced teacher shall be transferred within their area of certification prior to any teacher being laid off.
- B. If layoffs are necessary, teachers in that area of certification will be laid off in inverse order of seniority provided all other distinguishing factors of qualification of those teachers from each other are equal as follows:
 - a. Holding appropriate certification for the position.
 - b. Most recent year-end evaluation rating.
 - c. Severity of a teacher's disciplinary record.
 - d. Relevant special training in accordance with MCL 380.1248
 - e. Excessive absenteeism unrelated to legitimate medical or other leave
- C. Certification shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned.
- D. At least ten (10) calendar days prior to layoff notices being given to teachers, the Association will be notified of a contemplated reduction in personnel with the potential staff affected and rationale. Teachers being laid off shall be notified in writing no less than thirty (30) calendar days prior to the effective date of layoff.

- E. The certification and distinguishing factors of qualification of a teacher to be laid off shall be the certification and accumulated distinguishing factors of qualification on file with the Board at the time the layoff notification to the Association occurs. The certification and distinguishing factors of qualification of a teacher to be recalled from layoff shall be the certification and distinguishing factors of qualification on file with the Board at the time the notice of recall from layoff. It is the teacher's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes to their certificates, as they occur.
- F. The Board shall give written notice of layoff or recall by sending a registered or certified letter to the teacher at their last known address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the teacher. It shall be the responsibility of the teacher to notify the Board of any change in address.
- G. Teachers have a right to recall for two (2) years from the effective date of layoff provided they did not receive an overall rating of less than effective in their most recent year-end evaluation. They will be recalled in each area of certification in seniority order (highest senior teacher first) provided all other factors distinguishing those teachers from each other are equal as stated in section B above. If a teacher has no right to recall during the two (2) years due to receiving an overall rating of less than effective, they may still apply for any open position for which they are certified. If hired, they would be placed on an appropriate higher step from the year of layoff (if steps were granted in ensuing years).
- H. If the teacher fails to report to work within ten (10) work days of the date of the recall notice of a position for which the teacher is adequately certified and qualified, the teacher shall be deemed a voluntary separation and shall forfeit any further right of recall. If the teacher needs additional time to report to work, the teacher must contact the Human Resource Officer to work out the start date at the discretion of the HR Officer.
- I. The Board's obligation to pay salary and all other benefits under this collective bargaining agreement is suspended for the duration of any layoff. All insurance benefits will continue in effect until the end of the month of the effective date of layoff. Thereafter, upon carrier approval, a laid off teacher may continue insurance coverage under COBRA at no expense to the employer.

DURATION OF AGREEMENT

This agreement shall be effective upon ratification by both parties and shall continue in effect until July 31, 2028. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Southwestern Michigan Education Association Constantine Board of Education

_____ President	_____ President
_____ Vice-President	_____ Secretary
_____ Negotiating Committee Member	_____ Superintendent
_____ Negotiating Committee Member	_____ Date

Financial Summary 2025-28

1. Steps and lanes granted all three years of contract 2025-28
2. Increase wage schedule all steps, lanes as follows:
3% for 2025-26, 2% for 2026-27, 2% for 2027-28.

**APPENDIX B
SALARY SCHEDULE**

	2025-26		2026-27		2027-28	
STEP	BA	MA	BA	MA	BA	MA
1	\$42,553	\$45,705	\$43,404	\$46,619	\$44,273	\$47,552
2	\$44,024	\$47,176	\$44,905	\$48,120	\$45,803	\$49,082
3	\$45,495	\$48,648	\$46,405	\$49,621	\$47,333	\$50,613
4	\$46,966	\$50,119	\$47,905	\$51,121	\$48,863	\$52,144
5	\$48,438	\$51,590	\$49,407	\$52,621	\$50,395	\$53,674
6	\$49,909	\$53,060	\$50,907	\$54,122	\$51,925	\$55,204
7	\$51,379	\$54,531	\$52,407	\$55,622	\$53,455	\$56,734
8	\$52,850	\$56,002	\$53,907	\$57,122	\$54,985	\$58,265
9	\$54,321	\$57,473	\$55,408	\$58,622	\$56,516	\$59,795
10	\$55,792	\$58,945	\$56,908	\$60,124	\$58,046	\$61,326
11	\$57,263	\$60,416	\$58,408	\$61,624	\$59,576	\$62,856
12	\$58,735	\$61,887	\$59,909	\$63,124	\$61,108	\$64,387
13	\$60,206	\$63,357	\$61,410	\$64,625	\$62,638	\$65,917
14	\$61,676	\$64,828	\$62,910	\$66,125	\$64,168	\$67,447
15	\$63,147	\$66,299	\$64,410	\$67,625	\$65,698	\$68,978
16	\$64,618	\$67,770	\$65,910	\$69,125	\$67,229	\$70,508
17	\$66,089	\$69,242	\$67,411	\$70,627	\$68,759	\$72,039
18	\$67,560	\$70,713	\$68,911	\$72,127	\$70,289	\$73,569
19	\$69,032	\$72,183	\$70,412	\$73,627	\$71,821	\$75,100
20	\$70,502	\$73,654	\$71,913	\$75,127	\$73,351	\$76,630
21	\$71,973	\$75,125	\$73,413	\$76,628	\$74,881	\$78,160
22	\$73,444	\$76,596	\$74,913	\$78,128	\$76,411	\$79,690
23	\$74,915	\$78,067	\$76,413	\$79,628	\$77,942	\$81,221
24	\$76,386	\$79,539	\$77,914	\$81,129	\$79,472	\$82,752
25	\$77,857	\$81,010	\$79,414	\$82,630	\$81,002	\$84,282

**APPENDIX B-1
ADDITIONAL COMPENSATION FOR EXTRA DUTIES**

Percentages for each step are multiplied times the BA Step 1 to calculate the stipend

The Arts	
Band Director - School Year	16.51%
Drum Line Instructor	4.94%
Auxiliary Instructor	4.94%
Band Camp Director	1.24%
Vocal Director	3.40%
Choristers	3.40%
Musicals/Plays	3.70%
Musicals/Plays Assistant	2.47%
MS/Riverside Musical/Play	2.00%
Class sponsors	
Freshman	1.70%
Sophomore	1.70%
Junior	4.69%
Senior	3.83%
Middle School	
Yearbook (if not a class)	3.41%
Student Council	2.56%
Quiz Bowl	1.70%
Science Olympiad	3.95%
Math Meet	1.70%
Ski Club	1.23%
Middle School Trip Advisor	1.85%
High School	
Yearbook (if not part of teacher schedule)	3.41%
Student Senate	3.41%
NHS	2.47%
Quiz Bowl	1.70%
Science Olympiad	3.95%
Youth in Government	1.70%
Elementary Mentoring (if not part of teacher schedule)	6.91%
Interact Club	1.70%

Test Coordinator (if not part of teacher schedule)	2.96%
SSD Coordinator	1.23%
Robotics	6.17%
Elementary	
Clue Me In	1.70%
Young Authors	0.74%
Vocal Music (Annual, two evening concerts)	2.00%
K-12	
Teacher Mentoring	1.23%
CIMS Coordinator	1.85%
SIT (For up to 6 people total or 3.70% total per building if more)	0.62%

HOURLY RATES	
Other Teaching Hours including Lunch Room Duty, Additional Supervision Hours prior or after school	\$25
Mutually approved non-teaching time, including Up to 5 hours/teacher for Kindergarten Round-up	\$17
Summer Conference Reimbursement – approval of Principal required	\$17
Internal Substitute Reimbursement, Summer School	\$30

If students are driven by employees to an event in a van because a bus is not available, the employee will be paid \$20 per event.

The Board reserves the right not to fill any position.

**APPENDIX B-2
ATHLETIC COACHES SALARY SCHEDULE**

Step increases each year are only for coaches that are also bargaining unit members and will be granted one step for each year in the position for 2025-27. Percentages for each step are multiplied times the BA Step 1 to calculate the stipend.

Fall Sports					Winter Sports				
Football	Step 1	Step 2	Step 3	Step 4	Wrestling	Step 1	Step 2	Step 3	Step 4
Head Coach	12.88%	13.01%	13.14%	13.27%	Head Coach	12.88%	13.01%	13.14%	13.27%
5 Asst each	8.31%	8.39%	8.48%	8.56%	Assistant (2)	8.52%	8.60%	8.69%	8.78%
2 MS each	5.10%	5.15%	5.20%	5.25%	Extra Assistant (2)	1.23%	1.25%	1.26%	1.27%
2 MS asst each	1.23%	1.25%	1.26%	1.27%	MS head	5.10%	5.15%	5.20%	5.25%
					MS Assistant	1.23%	1.25%	1.26%	1.27%
Cross Country	Step 1	Step 2	Step 3	Step 4	Basketball	Step 1	Step 2	Step 3	Step 4
Co-Head Coach	6.885%	6.95%	7.02%	7.09%	Head coach	12.88%	13.01%	13.14%	13.27%
Co-Head Coach	6.885%	6.95%	7.02%	7.09%	Assistant	8.52%	8.60%	8.69%	8.78%
MS	5.10%	5.15%	5.20%	5.25%	Extra Assistant	5.10%	5.15%	5.20%	5.25%
MS Assistant	1.23%	1.25%	1.26%	1.27%	Freshman	5.68%	5.74%	5.79%	5.85%
					2 MS each	5.10%	5.15%	5.20%	5.25%
Volleyball	Step 1	Step 2	Step 3	Step 4	Bowling	Step 1	Step 2	Step 3	Step 4
Head Coach	12.88%	13.01%	13.14%	13.27%	Head Coach	5.19%	5.24%	5.29%	5.34%
Assistant	8.52%	8.60%	8.69%	8.78%	Assistant	1.73%	1.75%	1.76%	1.78%
Extra Assistant	5.10%	5.15%	5.20%	5.25%					
Freshman	5.68%	5.74%	5.79%	5.85%					
2 MS each	5.10%	5.15%	5.20%	5.25%					
Cheerleading	Step 1	Step 2	Step 3	Step 4	Cheerleading	Step 1	Step 2	Step 3	Step 4
Head Coach	5.68%	5.74%	5.79%	5.85%	Head Coach	5.68%	5.74%	5.79%	5.85%
Assistant (16+)	1.23%	1.25%	1.26%	1.27%	Assistant (14+)	1.23%	1.25%	1.26%	1.27%
MS	1.23%	1.25%	1.26%	1.27%	MS	1.23%	1.25%	1.26%	1.27%
Soccer	Step 1	Step 2	Step 3	Step 4					
Head Coach	10.27%	10.37%	10.48%	10.58%					
Assistant	6.80%	6.87%	6.94%	7.01%					
Extra Assistant	1.23%	1.25%	1.26%	1.27%					

Spring Sports				
Golf	Step 1	Step 2	Step 3	Step 4
Head Coach	6.83%	6.90%	6.96%	7.03%
Assistant	4.26%	4.30%	4.34%	4.39%
Tennis	Step 1	Step 2	Step 3	Step 4
Head Coach	6.83%	6.90%	6.96%	7.03%
Assistant	4.26%	4.30%	4.34%	4.39%
Track	Step 1	Step 2	Step 3	Step 4
Head Coach (Boys)	9.0%	9.1%	9.15%	9.2%
Head Coach (Girls)	9.0%	9.1%	9.15%	9.2%
Head MS	8.0%	8.1%	8.15%	8.2%
Assistant Coach (7)	4.0%	4.1%	4.15%	4.2%
Softball/Baseball	Step 1	Step 2	Step 3	Step 4
Head Coach	10.27%	10.37%	10.48%	10.58%
1 Assistant Coach	6.80%	6.87%	6.94%	7.01%
2 Extra Assts each	1.23%	1.25%	1.26%	1.27%
Soccer	Step 1	Step 2	Step 3	Step 4
Head Coach	10.27%	10.37%	10.48%	10.58%
Assistant	6.80%	6.87%	6.94%	7.01%
Extra Assistant	1.23%	1.25%	1.26%	1.27%

Longevity *Varsity Head coach in the same position in the same sport in Constantine
 Years 16-20 -- Additional \$350 each year
 Years 21+ -- Additional \$500 each year

*Scale is contingent on numbers of participants warranting the position as decided upon by the Board of Education. The Board reserves the right not to fill any position.

If students are driven by employees to an event in a van because a bus is not available, the employee will be paid \$20 per event.

**APPENDIX C
PROFESSIONAL GRIEVANCE FORM**

School: _____ Grievance Number: _____

Date of Claimed Violation: _____ Date of Grievance: _____

Subject to provisions of the Professional Grievance Procedures, Article 19 of the collective bargaining agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising there from in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

Statement of the grievance:

Remedy requested:

Level One: Meet with Principal or immediate supervisor within seven (7) days of alleged violation to discuss concern(s) of potential contract violation(s).

Date of Meeting: _____

Concern(s) not resolved, approved for processing within four (4) days of Level One meeting to Level Two of Formal Grievance Procedure (copies to Principal and Superintendent):

Date: _____

Signature of Grievant(s)

Level Two: Superintendent meets with Principal and grievant(s) within seven (7) days of receipt of grievance in an effort to resolve the grievance. Within seven (7) days of the meeting, Superintendent shall indicate their disposition in writing and furnish a copy to the Associate.

Date of Meeting: _____

Superintendent's Disposition:

_____ Date: _____

Signature of Superintendent

Association's Disposition: Satisfactory _____ Unsatisfactory _____ (May move to Level Three)

_____ Date: _____

Signature of Grievant(s)

Level Three: Within seven (7) days of receipt of Superintendent's disposition, grievance transmitted to Board Secretary or designee. Within seven (7) days of consideration, Board shall indicate their disposition in writing and furnish a copy to the Association.

Date of Board Consideration: _____

Board of Education's Disposition:

_____ Date: _____

Signature of Board of Designee

Association's Disposition: Satisfactory _____ Unsatisfactory _____ (May move to Level Four)

_____ Date: _____

Signature of Grievant(s)

APPENDIX D EVALUATION PROCEDURES

The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and the Evaluation Procedures in Appendix D regarding the evaluation of teachers. The Thoughtful Classroom shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. Any changes to the evaluation procedures in Appendix D must be mutually agreed upon between the CEA and the District. Any member rated as developing or needing support may request a review with the superintendent within 48 hours of the review with the principal before their final rating is submitted. Non-probationary teachers may utilize the grievance procedure only if the teacher receives a final rating of less than effective.

BIENNIAL EVALUATIONS

Any teacher who has received at least an effective rating on three consecutive year-end evaluations will be evaluated biennially.

1. The biennial rotation will begin in the 2025-26 school year. The principal of each building will determine the group of teachers (about half) who will be evaluated in the 2025-26 school year, with the remaining group being evaluated in the 2026-27 school year.
2. Any teacher who is probationary or on an Individualized Development Plan will be evaluated annually. Teachers who have not accumulated three consecutive effective ratings will also be evaluated annually until they have received their third effective yearly rating.
3. If concerns arise in teacher performance in a non-evaluation year, the administration may place the teacher on an IDP. In this case, the teacher and CEA will be notified of the concerns before the development of the IDP.
4. During the “off-year”, teachers will not be subject to do formal observations, walkthrough observations, mid-year review, and final rating for that school year as they are receiving an effective rating from their previous year. They will continue to do a self-evaluation and track their own professional goals to maintain a focus on professional growth.
5. A teacher scheduled for evaluation will be notified by the second Friday in September that they are on the rotation for evaluation and who their primary evaluator is for that year.

TEACHER TRAINING

All new teachers to the district will receive training on the evaluation process and tool during their new teacher orientation. All teachers will be provided refreshers on the evaluation process and tool every fall. This will also be part of the mentorship program as well.

TEACHER EVALUATION PROCEDURES

Self-Assessment: Teachers complete a Self-Assessment in SFS at the beginning of the school year. This will be completed by the last Friday in September.

Goals: Each teacher will propose three goals by the last Friday in September. Each goal will have the following purpose:

Goal 1 Professional Goal. This goal will be aligned with The thoughtful classroom rubric, specific to the teacher's needs, and aimed at improving instruction and student achievement.

Goal 2 Personal/Cultural Goal. This goal will focus on a personal goal that will positively contribute to the culture of the department/building/district/school community.

Goal 3 Building Goal. This goal will be personalized for each teacher in how they will contribute to the success of the identified building goal.

The principal will review the proposed goals and will either approve the submission or deny the submission with a request for further collaboration.

Individualized Development Plans Any probationary teacher or any teacher who has been rated less than effective in one or more rubric domains may be provided with an Individualized Development Plan (IDP) developed by the administrator in consultation with the individual teacher. This IDP will be limited to the domains that are less than effective. This will be completed by the last Friday in September, within four weeks of the teacher being hired, or within four weeks of notification of being placed on an Individualized Development Plan.

Observations: A minimum of three observations will be conducted as a part of each teacher's evaluation. At least one of the observations will be scheduled collaboratively with the teacher as a "formal observation" which will include a pre-observation meeting and a post-observation meeting. Additional observations and/or walk-throughs are to be expected and may be scheduled or unscheduled. Observations that will be a part of the year-end evaluation will last a minimum of 15 minutes but will generally last 20-40 minutes. Formal observations may last for the duration of a class period where applicable.

Post-Observation Meeting and Feedback: The administrator will provide feedback on the observation via SFS within fourteen (14) calendar days of the observation. The post-observation meeting can be in person or electronic via SFS. All formal observations will have a post-observation meeting in person to review the lesson and all feedback.

Mid-Year Progress Reporting: The administrator will meet in person with any probationary teacher in their first year or any teacher rated less than effective by the evaluator by the end of February to discuss the progress and learning around the teacher's areas of focus and what support or assistance the teacher may need to continue their growth in the areas of focus.

For probationary teachers or non-probationary teachers with an IDP, progress toward the IDP will be discussed and changes made as needed based on the discussion. This mid-year progress update will be completed by the last day of January. The format of the discussion must meet in person and follow these guidelines:

- Review progress toward goals
- Any recommended training if needed
- Review of IDP
- Written mid-year progress report submitted to superintendent and teacher

A midyear progress report will be completed. It will be aligned with the IDP and will include specific performance goals developed by the principal, in consultation with the teacher. The principal will develop, in consultation with the teacher, a written improvement plan that includes these goals, training, and is designed to assist the teacher to improve the teacher’s rating.

Self-Reflection: On a quarterly basis, teachers will update their goal milestones in SFS with a reflection on their progress toward each goal. Principals will communicate deadlines at each quarter for their review.

Student Growth/Proficiency Data: Twenty percent (20%) of the final evaluation rating will be representative of student growth/proficiency data. This will be collaboratively determined in the fall of each year.

Student growth data omission for individual students may be approved by the principal if the student has missed a minimum of 1/6 of the scheduled school days or if there are other extenuating circumstances identified by the teacher and approved by the administration.

Final Evaluation Rating: A year-end evaluation will be provided to the teacher before the last day of school, which will include a rating on The Thoughtful Classroom Rubric (80% of the total evaluation) and the Student Growth Data (20% of the total evaluation) to compile a final summary rating of effective, developing, or needing support.

The final designation will be given based on the score given after the weighting is applied.

FINAL EFFECTIVENESS RATING SCALE	
1.00 - 1.99	Needing Support
2.00 - 2.49	Developing
2.50 - 3.00	Effective