

**COLLECTIVE BARGAINING AGREEMENT**

Between

**CENTREVILLE PUBLIC SCHOOLS  
AND  
SOUTHWESTERN MICHIGAN EDUCATION  
ASSOCIATION**

July 1, 2007- June 30, 2011

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## **COLLECTIVE BARGAINING AGREEMENT**

This agreement made as of the date hereinafter set forth by and between Centreville Public Schools, St. Joseph County, Michigan, acting by and through its Board of Education ("Board") and the Southwestern Michigan Education Association ("SMEA") and its respective affiliate, the Centreville Education Association, hereinafter called the "Association";

WITNESSETH:

### **ARTICLE 1**

#### **PURPOSE AND RECOGNITION**

1.1 Purpose. The general purpose of this Agreement is to set forth the terms and conditions of employment for the members of the bargaining unit and to promote orderly and peaceful labor relations.

1.2 Recognition. The Board recognizes SMEA as the sole and exclusive collective bargaining representative for all full-time and regularly scheduled part-time K-12 certified teachers employed by the Board for the regular school year, including guidance counselors, librarians and any person employed as a teacher pursuant to Section 1233b of the School Code of 1976, as amended, who satisfactorily completed one (1) full school year and is reemployed by the Board for one (1) or more school years, but excluding all substitute teachers, teachers' aides, social workers, all administrative, supervisory and executive positions, including the position of athletic director, and all other employees.

1.3 The SMEA recognizes and designates the Centreville Education Association as the Administrator of this contract.

1.4 Dual Employment. If a teacher is also employed by the Board to perform non-bargaining unit duties, this contract shall be extended to the teacher in his teaching capacity only and shall exclude his non-bargaining unit position.

1.5 Limitations. The Board agrees not to negotiate with or recognize any teacher's organization other than SMEA and its respective affiliate, the Centreville Education Association for the duration of this Agreement, except to the extent permitted by law.

## ARTICLE 2

### ASSOCIATION AND TEACHER RIGHTS

2.1 Teacher Rights. Pursuant to the Michigan Public Employment Relations Act the Board hereby agrees that every member of the bargaining unit shall have the right freely to organize for the purpose of engaging in collective bargaining or negotiations or other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover 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 any 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 and wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws, the Constitution or the Laws of the United States.

No teacher shall be prevented from wearing insignias, pins, or other identification of membership in the Association either on or off school premises.

2.2 Meeting Facilities. The Association shall have the right to use school building facilities as specified in policies of the Board.

2.3 Communications. SMEA shall have the right to communicate with bargaining unit members through the use of a bulletin board in each teacher's lounge or the reasonable use of the school mail service. All materials shall bear the name of SMEA and the name of the person authorizing the posting or distribution thereof. No SMEA materials of any kind shall be displayed on or about the physical facilities of the Board except on the designated bulletin boards and no displayed materials shall be derogatory to the Board or to any employee.

2.4 Requested Information. The Board agrees to make available to SMEA information pertinent to the negotiation or administration of the Collective Bargaining Agreement, provided, however, that tentative financial data shall be made available only after it has been presented to the Board at a regular meeting or to another governmental agency. SMEA shall specify the information requested and the purpose for which it is intended. Original records are to be examined at the central offices of the Board. The Board shall be reimbursed for extra expenses incurred in furnishing information or making records available.

## ARTICLE 3

### MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

3.1 Dues Deductions. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions to the SMEA, MEA, NEA and local employee unit as designated by the SMEA. Such authorization to continue in effect unless revoked in writing. Such sum shall be deducted in ten (10) substantially equal monthly deductions beginning with the second salary check in September and every other pay period thereafter.

3.2 Service Fee. Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay a service fee to the Association which fee shall not exceed the amount uniformly assessed teachers, provided that the teacher may authorize payroll deduction in the same manner as provided in Section 3.1 of this Article. The determination of the applicable service fee shall be consistent with MEA policy and procedures regarding objections to political/ideological expenditures, and applicable law and court decisions.

3.3 Other Deductions. The Board shall also make payroll deductions upon written authorization for annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and Board.

3.4 Indemnification. The Association agrees to indemnify and save the district harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Board for the purpose of complying with this Article.

## ARTICLE 4

### PROFESSIONAL COMPENSATION

4.1 Basic Compensation. The basic compensation of each teacher shall be as set forth on Schedule "A", and, for the life of this Agreement, will be paid in substantially equal installments beginning no later than the second Friday of the school year.

4.2 Initial Compensation. The initial placement of a teacher on the salary schedule, who was not a member of the Bargaining unit during the prior work year, shall be determined by the Board on the basis of such teacher's education and prior teaching experience, provided however, that the Board may grant up to two (2) years of additional

credit on the salary schedule for work experience related to the teacher's area of professional competence.

4.3 Academic Advancement. Academic or certification advancement shall be made at the beginning of the first or second semester of the school year following such advancement, provided that the teacher shall submit proof of such advancement not later than thirty (30) calendar days after the beginning of the semester.

- A. Academic advancement must be in a graduate program or be in fields directly related to the Teacher's assigned work, or be in an area of professional growth that could potentially benefit the District, as determined by the Administration. Only those courses taken after Teacher Certification/Annual Authorization has been issued will "count" or can be applied towards academic advancement across to the appropriate pay schedule. Additional steps may be granted at the discretion of the Board.
- B. In the event the determination of the Administration is in dispute, a Resolution Committee consisting of two (2) members appointed by the Association and two (2) members appointed by the Board will serve to resolve any disputes concerning the eligibility for academic advancement.
- C. In the event the Resolution Committee is unable to resolve the dispute, the Teacher requesting academic advancement or the Association will have the right to utilize the grievance procedure beginning at Step Three (Board Level)

4.4 Credit on Pay Schedule. Teachers who enter this school system at times other than opening day of school will have their experience evaluated and be placed on salary schedule. They will not advance to the next step until the one (1) year anniversary of their entrance into the school system each year they are here. It is the intent of this clause to give exactly as much credit for experience in Centreville as the teacher is given by the state retirement system.

4.5 Extra Assignments During Conference Period. A teacher who substitutes for another teacher during his regularly scheduled conference period shall be compensated at the rate of twenty dollars (\$20.00) per hour during the life of this Agreement.

4.6 Tuition Reimbursement: Employees will be reimbursed one hundred dollars (\$100.00) per credit hour for the 18 hours required for initial renewal of a provisional certificate.

The Board will pay for all classes required to attain "highly qualified status" as required by the administration.

In order to receive this reimbursement, employees will be required to submit proof of payment for each class, the number of credit hours it entailed, and proof that course credit was awarded to the member.

## ARTICLE 5

### PROFESSIONAL SCHEDULE

5.1 Professional Commitment. The parties recognize that the professional commitment of a teacher cannot be precisely measured and that the full and adequate discharge of a teacher's duties may require a greater commitment of time than that which has been scheduled, and the provisions herein shall be so applied and interpreted.

5.2 Professional Work Year. The work year(s) shall be the number of student days mandated by state statute for that particular school year, plus the required number of professional development days as mandated by state statute for that particular school year, and one (1) district day, and one and one-half (1½) days for parent-teachers conferences. Teachers will receive compensation (comp. time) for parent-teacher conference days. The administration will seek input from the teachers for the purpose of scheduling the district day and professional development days.

5.3 Professional Work Week.

5.31 Full Time Teachers. The normal workweek of a full-time teacher consists of thirty-seven hours and thirty minutes (Seven hours and 30 minutes per day), Monday through Friday, on the school premises or at an approved duty-connected facility. Policies scheduling instruction, professional duties, and work days shall be from time to time established by the Board, and shall provided for the following:

- A. Two hundred sixty (260) minutes for preparation during the regular student instructional week for K-12 teachers, in units of not less than twenty (20) minutes.
- B. A duty-free lunch period of thirty minutes each day.
- C. A teacher may take his/her individual class for teacher-supervised recess for up to thirty (30) minutes/day in grades 1-4 (15 minutes a.m. and 15 minutes in the p.m.), if no other recess or physical education class is provided to the children in each of the two time periods, provided that procedures for scheduling recess and conditions pertaining to such scheduling shall be determined by the administration after consultation with the teacher(s) affected.

5.32 Part-Time Teachers. The normal workweek for part-time teachers shall be adjusted on an individual basis in accordance with the number of hours employed and the duties assigned.

5.4 General Professional Duties. Each teacher shall, to the extent required for the proper discharge of his professional obligations, participate in such other professional activities as have customarily been performed by teachers employed by the Board, including up to three (3) school-related events normally held outside the regular school day at which attendance will be mandatory, exclusive of those professional obligations set forth in Appendix 2, provided that the administration will give reasonable notice of each such event. It is understood and agreed that special notice of professional obligations included in Appendix 2 will not be required.

5.5 Professional Staff Meeting. Staff meetings shall be scheduled in accordance with the following guidelines, namely:

- A. One (1) all-school faculty meeting per month except that an inservice meeting may take the place of an all-school faculty meeting, which meeting will consist of one (1) hour of school time plus one (1) hour of additional time, if necessary, beyond the close of the regular work day.
- B. Up to two (2) building, faculty and/or department meetings per month, provided that such meetings shall not extend beyond 4 p.m. except as otherwise mutually agreed.
- C. Meetings shall be scheduled at least one (1) week in advance of the meeting date, provided that a meeting may be called at any time in case of an emergency.

5.6 School Improvement Committees. The Board agrees to consult with the Association concerning identification of qualified teachers to serve on committees involved in the development of school improvement plans at the elementary, junior and high school pursuant to PA 25 (1990) prior to making any such appointments, provided, however, that if the EA President strongly objects to any such appointments, the President shall provide a list of alternative appointees to be considered.

**ARTICLE 6**

**Teaching Conditions**

6.1 Class size. It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the teacher is primarily utilized to that end.

6.11 Limitations. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size shall be as stated below:

A. Elementary.

K-3	25 pupils on the average, taken collectively, exclusive of developmental kindergarten provided that if the enrollment in a given class exceeds 27, then the teacher shall be eligible for additional compensation pursuant to 6.12.
4-6	30 pupils
Split Grades	Limited to 24 pupils + \$600 per year. The teacher assigned to a split grade classroom shall be consulted by the principal in assessing and selecting students for any such class.
Special Needs Pupils	In accordance with applicable Special Handicapped or Education rules as issued by the State Department of Education.

Elementary Phys. Limited to class size.  
Ed., Music, Art,  
Computers

B. Aides. Two or more paid classroom Aides may be utilized in Grades K-6 at the discretion of the Administration.

C. Junior High School - Grades 7 & 8  
Not to exceed 34 pupils. Special classes in the Junior High shall be in accordance with applicable special education rules as finally issued by the State Department of Education and Physical Education same as High School

D. Senior High School – Grades 9-12

English/Language Arts	33 pupils
Foreign Language	33 pupils
Social Studies	33 pupils
Business/Accounting	33 pupils
Mathematics	33 pupils
Science	Limited to number of workstations
Computers	Limited to number of workstations
Ag, Med. Occupations, Child Care, HrO, Elec- Mechanical, CTE Classes	25 pupils or 32 pupils with aide
Art	Limited to number of workstations
Physical Education	37 Pupils

- E. Academic Center. Junior and/or Senior High Academic Center size shall not exceed thirty-three (33) pupils.
- F. Tutor Centers. Junior and/or Senior High Tutor Centers shall be limited to the number of stations available.
- G. It is understood and agreed that scheduled classes may be canceled because of a lack of student enrollment or for other reasons.
- H. Mainstreamed Students. The Board recognizes that mainstreamed students require special attention from the classroom teacher. The Board shall make a reasonable effort to equitably assign mainstreamed students to teachers and/or sections at each grade level. It is understood that in the best interest of education; inclusion will be made with input from regular education teachers in whose classroom(s) said student(s) are scheduled to be mainstreamed.

6.12 Additional Compensation. If at any time it is found that these specified limits are exceeded for 10 consecutive school days, the teacher will be paid \$75.00 per student per semester in the high school and in the junior high, \$175.00 per student per semester in the elementary; this rate will be prorated for shorter periods of time. Payment will be made by the second pay period after the end of the semester, providing the teacher has submitted the necessary information to his respective principal by the pay period cut-off date. It is understood and agreed that if an aide is assigned to a single grade level or class due to over load, no compensation will be paid.

6.2 Professional Aids and Supplies. The Board of Education recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard test and questionnaires, and similar materials are the tools of the teaching profession. The Superintendent and the Association will confer from time to time for the purpose of improving the selection and use of educational tools.

No teacher shall be required to spend his money on supplies for the school. The teacher in no case shall be evaluated in any area because of lack of supplies to carry out his teaching duties.

6.3 Facilities.

6.31 Teacher Lounge. The board shall provide in each school an adequate lounge, restroom and lavatory facilities exclusive for teachers and staff use.

6.32 Telephone. Telephone facilities shall be made available to teachers for their use. All personal long distance calls shall be charged to the teacher's home number. An incoming telephone line should be available in each school building after normal office hours.

6.33 Parking. Parking facilities shall be made available to teachers.

6.4 Special Needs Students. In order to assist special needs students in making a successful transition from placements in designated special education classes only to both regular and special education classes pursuant to placement recommendations made by an Individualized Educational Planning Committee, the following procedures will be implemented:

- A. The responsible building administrator will normally recommend the placement of an eligible student in the smallest available and appropriate regular education class(es) except for good cause shown, and such teacher(s) shall be appointed to serve on the IEPC which is responsible for developing the eligible student's IEP.
- B. When requested by the regular classroom teacher in whose class(es) a special needs student is placed, special training or consultant assistance relevant to the student's needs will be arranged for by the administration either during or after the regular school day. In the latter event, the teacher shall be compensated pursuant to Article 4.5.
- C. The responsible building or district administrator shall make time available, as needed, for the regular classroom teacher to consult with special education staff primarily responsible for the special needs student.
- D. All members of an IEP Committee shall have the right to reconvene the committee for the purpose of reviewing and recommending revisions of the current Individualized Education Program if appropriate, in accordance with procedures set forth in Michigan Special Education Rules.

**NOTE:** "Special Needs Students" as used herein shall refer to those students identified as medically fragile, TMI, Autistic, and those referred to

in the Special Education Rules (in effect as of July 1, 1994) as "severely" impaired.

## ARTICLE 7

### PROFESSIONAL ASSIGNMENTS

7.1 Professional Assignments. The parties recognize the desirability of placing each teacher, to the extent practicable, in a position which will most effectively use the teacher's skills and experience while providing for the present and future staff needs of the District.

7.2 Notice of Vacancy. It is the objective of the parties to provide a procedure for the notification of teachers of the existence of present and future vacancies in the bargaining unit or in administrative positions. The following guidelines shall be observed, namely:

- A. If a vacancy occurs during the regular work year, the Board may temporarily fill the position for the remainder of such year in order to minimize any disruption in the educational program.
- B. If a vacancy occurs during the regular work year and the Board determines that it wishes to fill the position on a permanent basis, the vacancy shall be posted in each building in which there are bargaining unit members regularly assigned. A copy of the notice shall be sent to the Association.
- C. If the vacancy is for a permanent position to be filled at the beginning of the next work year and the existence of the vacancy is known at least fourteen (14) days prior to the end of the work year, notice of the vacancy shall be posted in each building in which there are bargaining unit members regularly assigned. A copy of the notice shall be sent to the Association.
- D. In the case of all other vacancies, the Employer shall notify each teacher who has on file an assignment request for such vacancy. A copy of the notice shall be sent to the Association.

A vacancy shall not be filled, except in the case of an emergency, prior to five (5) days from and after the date of posting or seven (7) days following notification in the case of a vacancy subject to 7.2 D.

7.3 Assignment Requests. An assignment request shall:

- A. Set forth the name and address of the teacher, the reasons for the request, the building, grade, or position sought, and the applicant's qualifications therefor.
- B. Expire at the time the vacancy is filled or the expiration of twelve (12) months. Whichever shall first occur.

7.4 Assignment Criteria. Assignments shall be made by the Board on the basis of the following criteria, namely:

- A. The contribution which the teacher could make to students in the new position.
- B. The preference of the teacher for the assignment.
- C. The qualifications of the teacher compared to the qualifications of outside candidates, both for the position to be vacated and the position to be filled.
- D. The opportunity for the professional growth of the teacher.
- E. The certification and/or qualification of the teacher, including the teacher's experience and ability to relate to the particular age level and subject matter.
- F. The length of service as a teacher in the District.

To be qualified, a teacher must meet the “highly qualified” requirements of the No Child Left Behind act as well as requirements of the Individuals with Disabilities Education Act and all applicable state and federal regulations. (Effective July 1, 2006, if required by the NCLB Act.)

7.5 Assignment Changes. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. While the right of assigning or transferring a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with the teacher. Such transfers and changes of assignments shall be on voluntary basis whenever possible. In making involuntary assignments and transfers the criteria set forth in 7.4 above shall be applied to the extent that the application of such criteria does not conflict with instructional requirements and the best interests of the school system and its pupils. A written statement will be provided each affected teacher setting forth the

reasons for the involuntary assignment with particular reference to the criteria included in 7.4 above.

7.6 General Provisions.

- A. Subject to the provisions of Article 11, each teacher will be given a written tentative yearly schedule for the forthcoming year before the last day of school or June 8, whichever comes first, provided that the teacher has completed and returned a form prepared by the Administration on or before May 1 indicating his intention to return for the next school year. Unless a teacher is notified of changes in his schedule during the summer, no additional notice will be given.
- B. No changes in individual teacher schedules will be made after August 15th except where emergency or unforeseen circumstances arise. These changes will not be made until the change is discussed with the teacher or teachers involved.
- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except for good cause, outside the scope of their teaching certificates or their major or minor field of study.
- D. Every effort will be made to avoid reassigning a probationary school teacher to a different grade level unless the teacher requests such change.
- E. Team teaching and large group instruction shall be encouraged as a means of educational enrichment. The program is to be cooperatively planned by the teachers to be involved and the administration.

7.7 Finality. The decision of the Board as to the filling of a vacancy subject to the provisions of this Article shall be final.

## **ARTICLE 8**

### **Authorized Leaves**

Since the absence of a teacher generally has an adverse affect on the quality of the educational program, imposes increased responsibilities on other employees, and increases costs, it is the responsibility of each teacher to avoid unnecessary absence. The provisions herein set forth are not intended to reduce the responsibilities of a teacher or to provide a form of additional compensation. Rather, the provisions are intended to meet

the legitimate, humanitarian and personal needs of a teacher in a manner consistent with the requirements of the educational program and they shall be so applied and interpreted.

8.1 Sick Leave. Sick leave shall be administered in accordance with the following guidelines, namely:

- 8.11 Use. Each teacher shall be credited with ten (10) days of sick leave with pay at the beginning of each school year. Sick leave may be used for:
- A. Any physical or mental condition which disables a teacher from rendering services, but excluding any condition compensable by worker's compensation or resulting from other employment, except to the extent hereinafter provided. Sick leave may be used for a disability resulting from pregnancy to the extent expressly required by law.
  - B. Any communicable disease, which would be hazardous to the health of students, employees, or other persons using the facilities of the Board.
  - C. Physical examinations, medical, dental, or other health treatments that cannot reasonably be deferred and which cannot be scheduled outside of the teacher's scheduled work time.
  - D. The serious illness of a member of the immediate family of the teacher, provided that such leave shall be limited to the use of ten (10) days per school year from accumulated sick leave and shall be taken only to the extent that the presence of the teacher is reasonably required. The term "immediate family" shall mean any person who is a regular member of the teacher's household, the teacher's spouse or the father, mother, brother, sister or child of the teacher. Up to two (2) days per year of the ten (10) days may be used by the teacher for the serious illness of the father, mother, brother or sister of the teacher's spouse. Additional days may be granted at the discretion of the Superintendent.
  - E. Because of FMLA requirements and the intent of sick days, use of sick days will be reviewed and monitored on a regular basis to the extent required by law.

8.12 Used. Days. Sick leave shall be deducted in one-half (1/2) day increments. A teacher who is disabled as a result of an injury arising out of and in the course of employment with the Board or another employer and is eligible to receive worker's compensation benefits shall have the right to deduct fractional sick leave days from unused accumulated sick leave for the purpose of supplementing worker's compensation benefits to the extent necessary to equal the teacher's daily rate of compensation, provided, however, that a teacher who is disabled as a result of an injury arising out of

and in the course of employment with another employer who is not covered by worker's compensation insurance shall have the right to use up to one-half (1/2) of his accumulated sick leave days during such period of disability.

- 8.13 Unused days. Sick leave may accumulate up to one hundred twenty (120) days. The amount of unused sick leave shall be certified to the teacher within thirty (30) days after the beginning of each work year. Upon a teacher's termination of employment with the school district when such employment has equaled or exceeded ten (10) years, the school district shall pay a bonus of two thousand dollars (\$2000.00) to those teachers who have accumulated 120 days. For those teachers who have accumulated less than 120 days, the bonus will be prorated on a percentage basis. Ex: 119 days =  $119/120 \times \$2000.00$

8.2 Personal Leave. A teacher shall be allowed up to two (2) days with pay for personal leave each school year, which may be used for any purpose at the discretion of the teacher, subject to the following conditions and limitations:

- 8.21 Use. Neither personal leave day shall be used on days immediately before or after scheduled vacations or holidays without the prior written approval of the Superintendent.

- 8.22 Procedure. A request for personal leave shall be made in writing at the earliest practicable time but in no event less than seventy-two (72) hours prior to the requested date, except in the case of an emergency.

- 8.23 Limitations. The Board shall not be required to grant a leave to any otherwise eligible teacher if the teacher has not made adequate provision for the discharge of his employment duties during his absence, unless such absence could not reasonably have been foreseen and reasonable preparation could not have been made for the discharge of such responsibilities, or to grant a leave on any one day to more than two (2) teachers. Unused personal leave days shall be added to accrued sick leave days.

8.3 Funeral Leave. A teacher shall be entitled to receive up to four (4) days leave with pay, per incident, for time lost from work due to death of his mother, father, spouse, child, grandparent, grandchild, brother, sister or his current mother-in-law, father-in-law, sister-in-law or brother-in-law, *or* any person who is a regular member of the teacher's household if the teacher desires to attend the funeral of such person. Up to one (1) day of funeral leave per year may be taken by a teacher to attend the funeral of a friend. If the absence is during a holiday or during an unscheduled work period, no pay will be due.

8.4 Jury Leave. A teacher shall be entitled to leave with pay, less any jury service fees paid, for jury service if he is unable to be excused or to have such service rescheduled to a time which does not conflict with the discharge of his scheduled employment duties.

The teacher shall return to his duties whenever his attendance in Court is not actually required.

8.5 Disability Leaves. A teacher who is or will be physically or mentally disabled for more than ten (10) workdays shall be granted a leave of absence in accordance with the following guidelines:

8.51 Foreseeable Disability. If the teacher knows, or reasonably should know, that he has a physical or mental condition, which will result in disability, the teacher shall:

- A. Notify the Board as to the nature and extent of the expected disability in accordance with Section 8.71.
- B. Furnish the Board a statement from the attending physician specifying in the physicians opinion:
  - 1. Any limitations on the performance of duties;
  - 2. The probable date when the teacher will be significantly impaired in the performance of his duties; and
  - 3. The probable length of time, if any, during which the teacher will be disabled from performing his work assignments.
- C. Furnish the Board such information, as the Board shall determine, including the attending physician's release, to assure the safety and welfare of the teacher, students, and other employees

8.52 Unforeseeable Disability. If a teacher is disabled by unforeseen circumstances, and the teacher desires to be granted a disability leave, the teacher shall, as soon as practicable, furnish the Board the information, to the extent applicable, required for a foreseeable disability.

8.53 Duration Leave. A teacher shall be granted a leave of absence for the period of disability except that the Board shall not be required to grant a leave for more than one (1) year unless the law requires a longer period.

8.54 Compensation Benefits. A teacher who has been granted a disability leave shall receive payment from accumulated sick leave benefits, reduced by the amount of any disability insurance benefits which the teacher is eligible to receive from the Board, to the extent eligible, except that a teacher who has purchased his own disability insurance shall have the right to receive payment from accumulated sick leave benefits or to deduct fractional sick leave days from accumulated sick leave for the purpose of supplementing disability insurance benefits to the extent necessary to equal the teachers daily rate of compensation.

8.6 General Leave. The Board may grant a leave of absence upon the request of a teacher for reasons of general health, family emergencies, professional development, education, or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Board shall consider

- A. The past performance of the teacher;
- B. The staffing needs of the Board;
- C. The length of service of the teacher and the probability that the teacher will return to the service of the Board; and
- D. The purpose or purposes of the leave.

Each leave agreement shall include a requirement that the teacher intends to return. If the teacher fails to give such notice, the teacher shall be considered a voluntary quit.

8.7 Association Leave. The Board shall provide up to three (3) days per school year to be used by teachers designated by the Association for the purpose of conducting Association business, attending conferences, and the like. The Association agrees to reimburse the Board for the cost of substitutes. No less than five (5) days notice shall be given prior to the use of such days.

8.8 Leave Administration.

- 8.81 Notice. A teacher shall give the Board notice of his desire to be granted a leave as soon as the teacher is aware of his need to be granted a leave so that the Board will have the maximum time to provide for the teacher's absence. The minimum notice time in any event for a leave for elective health care, personal leave, jury leave, a foreseeable disability, or a general leave shall be at least seven (7) work days prior to the requested leave date, except that a shorter notice may be permitted in an emergency.
- 8.82 Verification. The teacher shall have the responsibility of verifying his eligibility for leave and any benefits due. If the Board determines that a teacher knowingly withheld or misrepresented material information concerning the purpose of the teacher's eligibility for leave or for any benefits, the teacher may be disciplined, in addition to any other discipline, by the loss of all or any portion of the teacher's leave benefits due or to be due under this Agreement.
- 8.83 Reinstatement Rights. On termination of a leave, the teacher shall be placed in the position which he held prior to such leave, provided, however, that if

the position is no longer in existence, then such teacher shall be placed in a similar position for which he is otherwise qualified, subject to the rights of other teachers pursuant to Article 12 of the Agreement.

- 8.9 Family and Medical Leave Act. The School District will comply with all provisions of the Family and Medical Leave Act (FMLA), a copy of which is available at the Administration Building. In addition, seniority shall continue to accrue during the FMLA leave.

## ARTICLE 9

### Teacher Evaluation and Progress

9.1 Objectives. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end the following procedure has been agreed to in an effort to accomplish the goals.

9.2 Evaluation Criteria and Frequency. The Board acting by and through its administrators shall be responsible for the evaluation of each teacher in the performance of his professional duties. The instrument for the performance evaluation shall be as set forth in Appendix 1. A probationary teacher employed for the full school year shall be evaluated in accordance with state school code and the Michigan Tenure Act. A tenured teacher shall receive a performance evaluation at least once during each two (2) year period beginning with the school year after the teacher has attained tenure status. A committee comprised of staff and administration shall review the performance evaluation instrument on an annual basis.

9.3 At the beginning of each school year, the administration will share with the professional staff the criteria to be used during the formal observation and in the performance evaluation. A copy of the formal observation form that will be used during that school year will be shared with the staff at that time.

9.4 Post Observation Conference. Within five (5) days of an informal observation and within ten (10) days after completion of a formal observation, the administrator will hold a conference with the teacher for the purpose of reviewing the observation and recommendation of the administrator. A teacher who disagrees with the contents of an informal or formal observation may submit a written response within ten (10) days which shall be attached to the teacher's informal or formal observation form.

The immediate supervisor will complete a formal observation for tenured teachers by April 15. Teachers will be given notice prior to a formal observation. Teachers shall have the opportunity to suggest alternative dates and times.

9.5 Performance Evaluation Conference. A tenured teacher will be issued a performance evaluation at a conference with the administration no later than fifteen (15) working days prior to the last scheduled teacher work day. This performance evaluation will include a summary of the teacher's performance, a status review of the current goals, and an identification of goals for the following year. The teacher shall sign three (3) copies of the performance evaluation at this conference. The teacher's signature simply indicates that the performance evaluation comments were discussed and does not mean that he/she is in agreement with such comments. A teacher who disagrees with the performance evaluation may submit a written response within ten (10) school days; such response shall be attached to the teacher's performance evaluation.

If the administrator believes that a teacher is doing unacceptable work, he/she shall point out in specific terms where the teacher is deficient and shall identify specific ways in which the teacher is to improve. Appropriate assistance shall be given to the teacher by the administration and other staff members.

9.6 Monitoring. All monitoring or observations of the performance of a teacher in the classroom shall be done openly and with full knowledge of the teacher.

9.7 Recommendations and Notice. The administrator shall evaluate probationary teachers and make advisory recommendations regarding tenure status to the Superintendent in accordance with the Michigan Teacher Tenure Act. The Superintendent shall advise any teacher being dismissed or granted an additional year of probation in accordance with the Michigan Teacher Tenure Act.

9.8 Grievance Procedure for Evaluation. The teacher performance evaluation instrument and the content of such evaluation shall not be subject to the grievance procedure beyond the board level. Errors in procedural deadlines and time frames shall be subject to all provisions of the grievance procedure.

## **ARTICLE 10**

### **Protection of Teachers**

10.1 Pupil Referrals. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the teacher will take reasonable steps to notify the administration with respect to such pupils. The administrator shall investigate the concern of the teacher as soon as possible and take whatever reasonable remedial measures he determines to be necessary under the circumstances.

10.2 Assaults. Any case of assault upon a teacher in the course of his duties shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all necessary assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. If the teacher is subpoenaed to appear in criminal proceeding arising out of the assault, the time lost shall not be charged against the teacher.

10.3 Legal Action. If a teacher is sued by reason of disciplinary action taken by the teacher against a student, by the student or his parent(s), the Board will provide legal counsel and render all necessary assistance to the teacher in his defense, provided that the teacher is not found negligent, or in violation of Board policy, law or this Agreement. If the teacher is not found negligent, time lost by such teacher shall not be charged against the teacher.

10.4 Property. Teachers shall be expected to exercise reasonable care with respect to school property, provided that teachers shall not be individually liable for damage to or loss of such property except in the case of negligence.

#### 10.5 Complaint Procedure.

10.51 Parental Complaints. Parental complaints shall be handled at the discretion of the Administration, provided that:

- A. Any complaint directed toward a teacher shall be called to the teacher's attention within a reasonable time but not later than five (5) work days after receipt thereof; and
- B. Any necessary conference due to a parent's complaint will be cooperatively arranged between the teacher and the parent involved with notification to the administration. The administrator shall have the option of being represented at the conference.
- C. An unsubstantiated complaint shall not be made a part of the teacher's personnel file.

10.52 Repeated Complaints. When repeated valid complaints are received and/or when questionable methods of discipline and/or instruction have been used by a teacher, the teacher will be notified within five (5) working days by the administration. Following the notification of the teacher, the administration will hold a conference within ten (10) working days with the teacher and the complaints and/or questionable methods of discipline and/or instruction will be discussed. Written records, including the date, nature of case and

disposition of conference will be kept. It will be signed by the teacher and administrator involved.

10.6 Teacher Discipline. No tenure teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Just cause shall not apply to the discipline or termination of services of or failure to re-employ any probationary teacher or to the termination of services or failure to re-employ any teacher to a position on the extracurricular schedule. (Effective July 1, 2005 with all newly hired employees).

10.7 Public Reports. Teachers shall not be identified individually in reports to the public made in compliance with P.A. 25 (1990).

## **ARTICLE 11**

### **Layoffs and Recall**

11.1 Determination. The Board shall have the right to reduce the number of teachers in a given subject area, field or program, or to eliminate, consolidate or otherwise reduce the number and scope of teaching positions or assignments. The Board shall notify the Association in writing of its intention to reduce the number of teachers and the reasons therefor. A layoff shall not be implemented until the Association shall have had the opportunity to make its recommendations to the Board regarding priorities and procedures to be followed in such layoff, provided that any such recommendations shall be received not later than ten (10) calendar days from and after the date of notice.

11.2 Layoff Procedure. Layoffs shall be subject to the following conditions:

- A. Teachers shall be laid off in the order of seniority starting with the least senior teacher, provided that the remaining teachers are certified and qualified to perform the duties of the positions to be filled, and provided further that a part-time teacher may be laid off before a full-time teacher with less seniority if such teacher is offered and declines an increased employment opportunity. To be qualified, a teacher must meet the “highly qualified” requirements of the No Child Left Behind Act and the requirements of the individuals with Disabilities Education Act and all applicable state and federal regulations. (Effective July 1, 2006 if required by the NCLB Act.)
- B. The Board may offer a teacher part-time employment in lieu of layoff, provided that if such offer of part-time employment is accepted, such acceptance shall not affect the teacher's right to a full-time position subject

to the provisions of 11.3. Refusal of a part-time position by a full-time teacher shall not affect the teacher's right to recall.

- C. The Board shall give not less than twenty (20) calendar days notice of layoff.
- D. Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, a teacher shall be eligible to receive any benefits which were earned but not yet paid prior to layoff.

11.3 Recall Procedure. Recalls shall be subject to the following conditions:

- A. Teachers shall be recalled in the order of seniority starting with the most senior eligible teacher on layoff. To be eligible for recall a teacher must be certified and qualified to perform the duties of the position. To be qualified the teacher must meet the "highly qualified" requirements of the No Child Left Behind Act and the requirements of the individuals with Disabilities Education Act and all applicable state and federal regulations. (Effective July 1, 2006 if required by the NCLB Act.)
- B. If no recall date is set forth in the notice of layoff, the Board shall give written notice of recall from layoff by sending a certified letter to the teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. If a teacher fails to report to work at the specified time, which time shall not be less than ten (10) days from the date of the mailing of the recall notice if no time was specified in the notice of layoff, unless an extension is granted in writing by the Board, the teacher shall be considered a voluntary quit and shall thereby terminate the teacher's individual employment contract and any other employment relationship with the Board. The obligation to rehire a teacher shall terminate as follows.
  - (i) For probationary teachers twenty-four (24) months following such layoff;
  - (ii) For teachers on continuing tenure, thirty-six (36) months following such layoff.

11.4 Seniority. The Board shall maintain an up-to-date seniority list, a copy of which shall be furnished to the Association within thirty (30) calendar days after the beginning of each school year. The seniority list as furnished shall be conclusively deemed to be accurate unless the Association shall inform the Board of any errors within thirty (30) calendar days after receipt of such list. The names of all teachers in the bargaining unit at the time of preparation of the seniority list shall be listed in order of their service dates, starting with the teacher with the greatest amount of seniority at the top of the list. If two

(2) or more teachers have the same service date, their social security numbers shall be used in determining their respective positions on the seniority list, with the teacher having the lowest number being assigned first to the seniority list.

11.5 Interpretation. For the purpose of this Article:

- A. An "eligible teacher" means a teacher who the Board has determined is certified and qualified to perform the duties of the position to be filled.
- B. "Service date" is the date when the teacher first provided professional services for the Board under written contract of employment, exclusive of any extra-duty assignments, since any break in service. Termination of service shall constitute a break in service. For purposes of this provision, a teacher on an authorized leave of absence or on layoff shall continue to accrue seniority during any such period(s), provided, however, that seniority accrued during any such authorized leave of absence or period of layoff shall not be included for purpose of advancement on the salary schedule.
- C. The provisions herein set forth shall be subject and subordinate to all applicable laws and regulations including the Michigan Teacher's Tenure Act.

11.6 Limitations.

- A. Unemployment Compensation. A teacher who is laid off and receives unemployment benefits pursuant to state or federal law and who is subsequently recalled by the Board shall reimburse the Board for gross benefits received, provided, however, that no reimbursement shall be required if the sum of such benefits and compensation earned by the teacher during the twelve (12) month period from and after effective date of layoff is equal to or less than the compensation the teacher would have earned had he been regularly employed during the same period. The Board shall notify an affected teacher of this provision at the time the teacher is laid off.

The Board agrees to meet with the affected teacher in order to develop a mutually acceptable reimbursement plan; however, if no plan agreement is reached, then the amount to be reimbursed shall be withheld pro rata from the teacher's bi-weekly paycheck during the balance of the 20 or 26 pay periods elected by the teacher.

- B. Rights of Supervisors. Any teacher who shall be transferred to a supervisory or an executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

## ARTICLE 12

### Negotiation Procedures

12.1 Scope, Waiver and Alteration Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment. Alteration or additions only by a subsequent written agreement between, and executed by, the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent by both parties. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

12.2 Negotiations Rights and Responsibilities. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject to such ultimate ratifications.

## ARTICLE 13

### Professional Grievance Procedure

13.1 General Provisions. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any

rule, order or regulation of the Board may be processed as a grievance as hereinafter is provided.

- 13.11 Exclusions. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
- A. The termination of services of or failure to re-employ any probationary teacher.
  - B. The placing of a non-tenure teacher on a third year of probation.
  - C. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
  - D. Any claim or complaint which may be subject to appeal to the state or federal Civil Rights Commission(s), the Michigan Teachers' Tenure Commission or the Michigan Employment Relations Commission.
  - E. Any matter involving teacher evaluation other than procedure.
- 13.12 Board Representatives. The Board hereby designates the principal of each building to act as its representative at Step One as hereinafter described and the Superintendent or his designated representative to act at Step Two as hereinafter described.
- 13.13 Definition. Day means a day when school is in session, except that during the summer recess, day means a regular business day excluding holidays and weekends.
- 13.14 Content of Written Grievance. Written grievances as required herein shall contain the following:
- A. It shall be signed by the grievant or grievants;
  - B. It shall be specific;
  - C. It shall contain a synopsis of the facts giving rise to the alleged violation;
  - D. It shall cite the section or subsections of this contract alleged to have been violated.
  - E. It shall contain the date of the alleged violation; and
  - F. It shall specify the relief requested.

13.15 Withdrawals and Denials. If any grievant(s) or the Association fails to institute a grievance within the time limit specified, the grievance shall not be processed. If the Board or its representative fails to respond to a grievance within the time limit specified, the grievance shall be advanced to the next level unless it has been withdrawn by the grievant(s) or the Association. If a grievant(s) or the Association fails to appeal a decision of the Board or its representatives within the time limit specified, all further proceedings on a previously instituted grievance shall be barred.

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

### 13.2 Grievance Steps.

13.21 Step One. A teacher alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve same. If no resolution is obtained from this discussion, the grievant(s) shall file a written grievance with the same principal within two (2) days of the discussion. Within five (5) days of the receipt of this written grievance, said principal will respond to the grievance in writing.

13.22 Step Two. If no resolution is obtained from the above step, the written grievance shall be filed with the Superintendent within five (5) days of the receipt of the final disposition in Step One. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative(s), (but not to exceed five (5) reps.), at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

13.23 Step Three. If no decision is rendered within five (5) days of the discussion in Step Two, or the Superintendent's decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board by filing a written grievance along with the decision of the Superintendent with the Secretary of the Board in charge of drawing up the agenda for the Board's meeting within five (5) days after the Superintendent's disposition in Step Two.

Upon proper application as specified above, the Board and the teacher and/or his Association representative will be heard at the meeting for which the grievance was scheduled. Within ten (10) days from the hearing of the

grievance, the Board shall render its decision in writing. However, in the event the Board wishes to hold future hearings therein, or otherwise investigate the grievance provided; they shall issue their decision no later than thirty (30) days following the hearing. In no event, except with the express consent of the Association, shall their decision of the grievance be made by the Board more than thirty (30) days after the hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

13.24 Step Four. Individual teachers shall not have the right to process a grievance at Step Four.

- A. If the Association is not satisfied with the disposition of the grievance at Step Three, it may within ten (10) days after the decision of the Board, notify the Board of its decision to pursue the matter to arbitration and refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. The arbitrator shall be selected and the hearing conducted in accordance with the rules and regulations of the American Arbitration Association.
- B. Neither party may raise a new defense or ground at Step Four not previously raised or disclosed at the other written steps.
- C. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; subject to the right of the Board or the Association to judicial review, any lawful decision of the Arbitrator shall be forthwith placed into effect.
- D. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

13.3 Cost. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

## ARTICLE 14

### Continuity of Operations

Both parties recognize the desirability of continuous and uninterrupted operations of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not engage in or assist in any strike against the Centreville Public Schools, during the period of this Agreement; and the Board agrees it will not engage in any lockout as defined by Section 1 of the Public Employment Relations Act.

## **ARTICLE 15**

### **Rights of the Board**

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 constitution of the State of Michigan.

The Board shall be limited only by express provisions of this Agreement and the Public Employment Relations Act. Rights reserved exclusively herein by the district, which shall be exercised exclusively by the district without prior negotiations with the Association, shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Board.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
3. The rights to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer, employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.

7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other offices, departments, divisions or subdivisions, buildings or facilities.
8. Determine the sources of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, and amount of supervision.

## **ARTICLE 16**

### **Mentor Teachers**

1. A Mentor Teacher shall be defined as a Master Teacher as identified in §1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code and other state mandated guidelines.
2. Each probationary employee, in his/her first three (3) years in the classroom, shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
3. A Mentor Teacher shall be assigned in accordance with the following:
  - a. Participation of staff members as a Mentor Teacher shall be voluntary.
  - b. A reasonable effort will be made to match the probationary employee with a Mentor Teacher who works in the same building and have the same area of certification.
  - c. Probationary employees may be assigned one (1) or more Mentor Teachers.
4. The Board and the Association agree the relationship shall be confidential. When confidentiality is waived by both the Mentor and Mentee, a discussion among the Mentor, Mentee and building administrator may occur. This discussion shall not

be evaluative in nature and may be terminated upon the request of the Mentor or Mentee. Neither the Mentor nor the Mentee shall be a part of, or be included in, any matters related to the evaluation of the other.

5. Nothing in this Provision provides a mentor with a special status or basis due to mentoring for refusing to truthfully disclose facts during a Board investigation of employee conduct.
6. Nothing in this Provision precludes the Board from soliciting individuals outside the Association to serve as Mentors, as provided in §1526 of the School Code.

## ARTICLE 17

### General Provisions

17.1 Contract Representatives. Each party shall designate in writing the name of its authorized representative to administer this Agreement.

17.2 Notices. Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

- A. Board: Office of the Superintendent Centreville Public Schools  
190 Hogan Street  
P.O. Box 158  
Centreville, MI 49032
  
- B. SMEA: Southwestern Michigan Education Association  
1170 West Michigan Avenue, Suite 4  
Three Rivers, MI 49093
  
- C. Teacher: As set forth in the records of the Board or to such other address as a party or an employee shall hereafter furnish in writing.

17.3 Definitions. Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

- A. Association means the Centreville Education Association, an affiliate of the recognized bargaining agent, the Southwestern Michigan Education Association.
  
- B. Day means a day when school is in session, except that during the summer recess, day means a regular business day excluding holidays and weekends.
  
- C. Part-time Teacher means a teacher regularly employed under contract for less than a full workweek or full work day, or a teacher employed for less than a full school year. The fringe benefits of a part-time teacher shall be proportionately reduced.
  
- D. Party means the Employer or SMEA.
  
- E. Teacher means a member of the bargaining unit. Reference to male employees shall include female employees and all masculine pronouns shall refer to both males and females.

17.4 General Interpretation. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

For the purpose of this Agreement:

- A. Captions. Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.
- B. Other Rights. The rights of either party or of a teacher to any benefit shall be determined solely by the terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of the Agreement in any subsequent Agreement and any benefit in this Agreement shall be subject and subordinate to any such subsequent change.
- C. Schedule Modification. The Board may alter the work schedule to the extent the Board determines necessary to comply with the applicable local, state or federal laws or regulations; the availability of utilities; or for other circumstances beyond the control of the Board after consultation with the Association.
- D. Subordination. Any individual contract or letter of agreement between the Board and a teacher for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.
- E. Supersession. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms.

17.5 Medical Examinations. The Board may require a teacher to receive a physical and/or mental examination upon initial employment and for reasonable cause may also require a teacher to receive a physical and/or mental examination:

- A. To determine the existence of any condition which might impair the ability of the employee to properly discharge the teacher's professional duties;
- B. To determine the existence of any condition which might be detrimental to health of the students or other persons.

If the Board shall require a medical examination, it shall pay the cost thereof, provided that the examining physician and/or medical facilities are satisfactory to it.

17.6 Duplication of Agreement. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

17.7 Successor Agreement. The negotiation of a new agreement shall begin upon written request of either party made not earlier than ninety (90) calendar days prior to the contract expiration date.

17.8 Effective Date and Termination. This Agreement shall commence as July 1, 2007 and shall remain in full force and effect until midnight, June 30, 2011 except, as a provision shall by its express terms extend for a longer period. Calendar only shall be re-opened for negotiation for the 2008-2009, 2009-2010 and 2010-2011 school years.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of July 1, 2007.

BOARD:

SMEA:

CENTREVILLE PUBLIC SCHOOLS  
ST. JOSEPH COUNTY

SOUTHWESTERN MICHIGAN  
EDUCATION ASSOCIATION

By \_\_\_\_\_  
Rodney D. Chupp  
Its President

By \_\_\_\_\_  
Stacy Sheehan , CEA  
Its President

By \_\_\_\_\_  
Dave C. Peterson  
Its Secretary

By \_\_\_\_\_  
Rob Collins, CEA  
Its Chairman, Negotiating Team

## SCHEDULE "A"

2007/2008	1.5% on the schedule + .5% off-schedule stipend (for all teachers) +.5% off-schedule stipend (for those teachers who would be on "Step 19" or beyond).
2008/2009	1.5% on the Schedule + .5% off-schedule stipend (for all teachers) + .5% off-schedule stipend (for those teachers who would be on "Step 19" or beyond).
2009/2010	1.5% on the Schedule + .5% off-schedule stipend (for all teachers) + .5% off-schedule stipend (for those teachers who would be on "Step 19" or beyond).
2010-2011	1.5% on the Schedule + .5% off schedule stipend (for all teachers) + .5% off-schedule stipend (for those teachers who would be on "Step 19" or beyond).

*[See salary schedules]*

**2007-08 Salary Grid**

Step	B.A.	With		With		
		B.A.+18	B.A.+40	B.A.+18	B.A.+40	
		STIPEND	STIPEND	STIPEND	STIPEND	
1	32721	32884.26	33491	33658.37	35035	35210
2	33795	33964.274	34764	34938.16	36413	36595
3	34872	35046.37	36021	36201.3	37788	37977
4	35948	36127.425	37286	37472.76	39166	39362
5	37022	37207.44	38551	38744.22	40544	40747
6	38099	38289.535	39819	40017.77	41920	42130
7			41084	41289.23	43298	43515
8			42349	42560.69	44674	44898
9			43613	43831.11	46052	46282
10			44880	45104.66	47429	47666
11			46146	46377.16	48806	49050
12			47412	47649.06	50184	50435
13			48677	48920.08	51561	51819
14			49942	50191.71	52937.99	53203
15			51207	51463.04	54314	54585
16			52473	52735.51	55692	55970
			0		0	
17			53737	54005.93	57070	57355
18			55003	55278.44	58446	58738
19+				55554.83		59032

**2008-09 Salary Grid**

Step	B.A.		B.A.+18		B.A.+40	
	B.A.	With STIPEND	B.A.+18	With STIPEND	B.A.+40	With STIPEND
1	33211.47	33377.52	33993.28	34163.25	35560.07	35737.87
2	34302.23	34473.74	35285.8	35462.23	36958.72	37143.52
3	35395.09	35572.07	36561.51	36744.32	38355.28	38547.05
4	36486.9	36669.34	37845.62	38034.85	39753.93	39952.7
5	37577.66	37765.55	39129.74	39325.39	41152.58	41358.35
6	38670.53	38863.88	40415.95	40618.03	42549.14	42761.88
7			41700.07	41908.57	43947.79	44167.53
8			42984.18	43199.1	45344.34	45571.07
9			44267.24	44488.58	46743	46976.71
10			45553.46	45781.23	48140.6	48381.3
11			46838.62	47072.82	49538.2	49785.9
12			48123.18	48363.8	50936.86	51191.54
13			49406.85	49653.88	52334.46	52596.13
14			50691.13	50944.59	53732.06	54000.73
15			51975.11	52234.98	55128.62	55404.26
16			53260.24	53526.54	56527.27	56809.91
17			54543.31	54816.02	57925.93	58215.55
18			55828.47	56107.61	59322.48	59619.09
19+				56388.15		59917.19

2009-10 Salary Grid						
Step	B.A.	With	B.A.+18	With	B.A.+40	With
		STIPEND		STIPEND		STIPEND
1	33709.64	33878.19	34503.18	34675.7	36093.47	36273.94
2	34816.76	34990.84	35815.09	35994.17	37513.11	37700.67
3	35926.02	36105.65	37109.93	37295.48	38930.61	39125.26
4	37034.21	37219.38	38413.31	38605.38	40350.24	40551.99
5	38141.33	38332.03	39716.68	39915.27	41769.87	41978.72
6	39250.58	39446.84	41022.19	41227.3	43187.37	43403.31
7			42325.57	42537.2	44607.01	44830.04
8			43628.94	43847.09	46024.51	46254.63
9			44931.25	45155.91	47444.14	47681.36
10			46236.76	46467.94	48862.71	49107.02
11			47541.2	47778.91	50281.28	50532.68
12			48845.03	49089.25	51700.91	51959.42
13			50147.95	50398.69	53119.48	53385.08
14			51451.5	51708.75	54538.05	54810.74
15			52754.73	53018.51	55955.55	56235.32
16			54059.15	54329.44	57375.18	57662.06
17			55361.45	55638.26	58794.81	59088.79
18			56665.9	56949.23	60212.31	60513.38
19+				57233.97		60815.94

2010-11 Salary Grid						
Step	B.A.	With	B.A.+18	With	B.A.+40	With
		STIPEND		STIPEND		STIPEND
1	34215.28	34386.36	35020.73	35195.83	36634.87	36818.05
2	35339.01	35515.71	36352.32	36534.08	38075.8	38266.18
3	36464.91	36647.23	37666.58	37854.92	39514.56	39712.14
4	37589.72	37777.67	38989.51	39184.46	40955.49	41160.27
5	38713.45	38907.02	40312.43	40514	42396.42	42608.4
6	39839.34	40038.54	41637.53	41845.71	43835.18	44054.36
7			42960.45	43175.25	45276.11	45502.49
8			44283.38	44504.79	46714.88	46948.45
9			45605.22	45833.25	48155.8	48396.58
10			46930.31	47164.96	49595.65	49843.63
11			48254.32	48495.59	51035.5	51290.67
12			49577.7	49825.59	52476.42	52738.81
13			50900.17	51154.67	53916.27	54185.85
14			52223.27	52484.39	55356.12	55632.9
15			53546.05	53813.78	56794.88	57078.85
16			54870.03	55144.38	58235.81	58526.99
17			56191.88	56472.84	59676.74	59975.12
18			57515.89	57803.46	61115.5	61421.08
19+				58092.48		61728.18

**SCHEDULE “B”**  
**FRINGE BENEFITS**

- 1) The PSFI program includes partially self funded health, dental and vision insurance. Life insurance of \$15,000 with AD&D is included for teachers taking health insurance but is not partially self funded.
- 2) Those teachers who do not avail themselves of the health benefits as provided by the PSFI program will receive a monthly cash in lieu of benefit through a Section 125 plan of \$300 (\$3,600 annually), will also receive the dental and vision insurance provided to all other bargaining unit members and Life Insurance of \$10,000 with AD&D.
- 3) Teachers may purchase one or more of the following insurance option plans, namely:
  - a. Hospital Confinement Indemnity
  - b. Group Basic Term Life
  - c. Short Term Disability Income
  - d. Supplemental Term Life
  - e. Survivor Income Insurance
  - f. Dependent Life Insurance
  - g. Long Term Disability Income
- 4) The PSFI program has three levels/plans of health benefits from which an employee can choose. The basis for these three levels/plans will be BCBSM PPO Plans 1, 2 and 10 (See Community Blue PPO Benefits at a Glance documents, Appendix 4). Each level/plan will have different employee contribution amounts (see below), deductibles and co-pays.
- 5) The benefits will not be unilaterally changed by either the BOE or the CEA.
- 6) Employee contributions for the three levels/plans will be as follows:
  - A) BCBSM PPO Plan 1 - \$90 per months (\$1,080 annually)
  - B) BCBSM PPO Plan 2 - \$25 per month (\$300 annually)
  - C) BCBSM PPO Plan 10 – No employee contribution
- 7) In the last full year immediately preceding a layoff, a member must be enrolled in a BC/BS health plan in order to be eligible for the Layoff Benefit.

*Continuous Years of BC/BS Health  
Coverage Prior to Layoff*

*Length of Time You can Continue  
BC/BS Health Insurance*

1-3 years\*

3 months

4-6 years*	6 months
7-9 years*	9 months
10 plus years*	12 months

*\*Parts of years are not added to make full years.*

8) Eligible Dependents.

If you are covered, your eligible dependents include:

- your spouse;
- your unmarried children (including stepchildren, adopted children, and children for whom you are a legal guardian; however, foster children are not included) until the end of the calendar year of the 19<sup>th</sup> birthday;
- your unmarried children beyond the end of the calendar year of their 19<sup>th</sup> birthday to the end of the calendar year of their 25<sup>th</sup> birthday who are dependent on you for a majority of their support (dependency for tax purposes, as determined by the Internal Revenue Service, is not required);
- your unmarried children beyond the end of the calendar year of the 25<sup>th</sup> birthday (if covered under this plan at the end of the calendar year of their 25<sup>th</sup> birthday and continuously thereafter) who are mentally retarded or physically disabled, dependent upon you for a majority of their support and who are incapable of self-sustaining employment by reason of their mental retardation or physical disability. (Under no circumstances will mental illness be considered a cause of incapacity nor will it be considered as a basis for continued coverage.) Please contact BC/BS to obtain the appropriate form to continue coverage;
- your unmarried children beyond the end of the calendar year of their 25<sup>th</sup> birthday (if covered under this plan at the end of the calendar year of their 25<sup>th</sup> birthday and continuously thereafter), who are full-time students and dependent on you for a majority of their support;
- your sponsored dependents who are members of your family, either by blood or marriage, who qualify as your dependents under the Internal Revenue Code, were declared as dependents on your federal tax return for the preceding tax year and are continuing in that status for the current tax year. (Children who are no longer eligible for coverage as dependent children cannot be covered as sponsored dependents).

It is your responsibility to notify BC/BS and your employer:

- of any change in your employment status;
- when you wish to add a spouse or dependent(s);
- of any change to a dependent's eligibility for coverage;
- when a spouse or dependent is no longer eligible as defined above.

Special health care coverage guidelines apply to you and your spouse at age 65 during your active school employment. You should contact your school business office or BC/BS for complete details. The Social Security Administration should be contacted regarding Medicare enrollment 120 days prior to attaining age 65.

- 9) Centreville Schools Dental Plan Summary of Benefits is outlined in the attached appendix.
- 10) Centreville Schools Vision Plan Summary of Benefits is outlined in the attached appendix.
- 11) Centreville School Life Insurance Plan Summary of Benefits is outlined in the attached appendix.
- 12) Centreville Public Schools will reimburse employees for certain expenses not covered by Blue Cross/Blue Shield. These items are as follows:
  - Wigs that are needed due to loss of hair from medical treatment.
  - Custom orthotics
  - Compression stockings
  - Mechanical lifts
  - Non-developmental speech therapy

These claims need to be submitted to BCBS. If rejected, the EOB needs to be submitted to the school's TPA for direct reimbursement equal to the coverage that would have been afforded under employees' BCBS plan.

The district also agrees to reimburse 20% of excess charges from an out of network provider when Eligible Employee has been referred by an in network PPO provider (In network provider must follow BCBS referral procedures). The district will then pay 20% of charges that the out of network physician may bill to Eligible Employee.

## SCHEDULE "C"

### Section 1. Athletic Assignments

	1	2	3	4	5
<b>FOOTBALL</b>					
Head Varsity	10%	11%	12%	13%	15%
Assistant Varsity	7	8	9	9.5	10
<b>HEAD JUNIOR VARSITY</b>	7	8	9	9.5	10
Assistant Junior Varsity	6	6.5	7	7.5	8
<b>JUNIOR HIGH (2)</b>	3.5	4	4.5	5	5.5
<b>BASKETBALL (BOYS/GIRLS)</b>					
Head Varsity	10	11	12	13	15
<b>JUNIOR VARSITY</b>	7	8	9	9.5	10
Freshman	6	6.5	7	7.5	8
Eighth Grade	3.5	4	4.5	5	5.5
Seventh Grade	3.5	4	4.5	5	5.5
<b>CROSS COUNTRY</b>	5	6	7	8	9
Assistant Cross County	3.5	4	4.5	5	5.5
<b>GOLF Head Varsity</b>	5	6	7	8	9
Assistant/Junior Varsity	3.5	4	4.5	5	5.5
<b>WRESTLING</b>					
Head Varsity	9	10	11	11.5	12
Assistant Varsity/JV	6	6.5	7	7.5	8
<b>JUNIOR HIGH</b>	3.5	4	4.5	5	5.5
<b>VOLLEYBALL</b>					
Head Varsity	9	10	11	11.5	12
<b>JUNIOR VARSITY</b>	6	6.5	7	7.5	8
<b>FRESHMAN</b>	5	5.5	6	6.5	7
<b>EIGHTH GRADE</b>	3.5	4	4.5	5	5.5
<b>SEVENTH GRADE</b>	3.5	4	4.5	5	5.5
<b>TRACK (BOYS/GIRLS)</b>					
Head Varsity	8	9	10	10.5	11
Assistant Varsity	5	5.5	6	6.5	7
Junior High (2)	3.5	4	4.5	5	5.5
<b>BASEBALL</b>					
Head Varsity	8	9	10	10.5	11
<b>JUNIOR VARSITY</b>	5	5.5	6	6.5	7
<b>SOFTBALL</b>					
Head Varsity	8	9	10	10.5	11
<b>JUNIOR VARSITY</b>	5	5.5	6	6.5	7
<b>CHEERLEADING (Full Year both Sideline and Competitive)</b>					
Varsity/JV	8	8.5	9	9.5	10
Assistant V/JV	3.5	4	4.5	5	5.5
Junior High	3.5	4	4.5	5	5.5



CLUB SPONSORS		
FFA	5	7
FHA	5	7
HOSA	1.5	1.5
Pep Club	1.5	1.5
VICA	1.5	1.5
DECA	1.5	1.5
Foreign Language	1.5	1.5
Varsity Club	1.5	1.5
Sr. High Student Council	2.5	3.5
Jr. High Student Council	1.5	1.5
Elementary Student Council	1	1
National Honor Society	1.5	2.5
Senior High Quiz Bowl	2	2
Junior High Quiz Bowl	1	1
Elementary Quiz Bowl	1	1
Senior High Science Olympiad	2	2
Junior High Science Olympiad	1	1
Elementary Science Olympiad	1	1
Tri-County Math Competition	1	1
Jr. High Spelling Bee	1	1
Gifted and Talented	3	3
Camp (PER PERSON)	1	1
Clue Me In (1% for each 4 <sup>th</sup> , 5 <sup>th</sup> , 6 <sup>th</sup> )	1	1
Artworks (1 position)	1	1
Young Authors (one position)	1	1

The foregoing extra-duty assignments shall be subject to the following terms and conditions:

1. The compensation rate for an extra-duty assignment where a percentage figure is used shall be determined by multiplying Step S1 of the BA Base by the applicable percentage rate listed on Schedule "C".
2. Any activity may be temporarily or permanently discontinued or assigned to a person who is not a member of the bargaining unit at the discretion of the Board. None of the provisions of this Agreement shall apply to a person who is not a member of the bargaining unit, provided, however, that compensation for any non-bargaining unit member shall not exceed the schedule rate for the activity.
3. A teacher shall not have tenure in any extra-duty assignment, and assignments may be made or terminated for reasons satisfactory to the Board.

4. An activity not included on Schedule “C” shall receive such compensation as established by the Board at the time the activity is approved.
5. Since co-curricular activities are a vital component of a student’s entire educational experience, the involvement and supervision by the professional teaching staff is critical. In addition, it is vitally important for the student to interact with the professional staff members in a non-classroom type environment.

Therefore, it is envisioned that each professional staff member will supervise or sponsor at least one activity. The Administration will post the activities which the district will sponsor for each school year and will accept applications for those activities. In the event that a sponsorship remains unfilled through the voluntary application process, the Association agrees to assist the Administration in filling that position. The staff member will be reimbursed for such sponsorship as per the amount listed on Schedule “C”.

6. The Administration will assign Centreville Public School teaching staff to all these specific positions in conjunction with current classes.

FFA  
Band  
DECA  
VICA  
HOSA  
FHA

## **APPENDIX 1**

### **TEACHER PERFORMANCE EVALUATION**

The Teacher Performance Evaluation instrument, which has been reviewed and approved by the parties to this Agreement, is attached hereto and made a part hereof.

It is understood and agreed that the Teacher Performance Evaluation instrument will be utilized for evaluation purpose pursuant to Article 9 during the life of this Agreement.

# TEACHER PERFORMANCE EVALUATION

Teacher \_\_\_\_\_

Status: Tenure \_\_\_\_\_ Probationary \_\_\_\_\_ 1 yr. \_\_\_\_\_ 2 yr. \_\_\_\_\_ 3yr. \_\_\_\_\_ 4 yr. \_\_\_\_\_

Building \_\_\_\_\_ Position \_\_\_\_\_

Pre-Observation Conference: \_\_\_\_\_ Observation Date(s) \_\_\_\_\_

Post-Observation Conference: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

The evaluation instrument recognizes the need for adequate and proper evaluation of all teachers pursuant to Article 9 of the Master Agreement between the Centreville Public Schools Board of Education and the Centreville Education Association.

The process of evaluation indicates his/her perception of the teacher's performance and verifies this perception with written comments and offers specific suggestions for improvement in all areas marked unsatisfactory.

THE EVALUATOR'S SIGNATURE INDICATES THE PERSON RESPONSIBLE FOR CONDUCTING THE EVALUATION. THE TEACHER'S SIGNATURE INDICATES THAT HE/SHE HAS READ THE EVALUATION. THE TEACHER HAS THE OPTION TO ATTACH A LETTER OF DISSENT.

Q            QUALITY  
A            ADEQUATE  
U            UNSATISFACTORY

## I.            SUBJECT MATTER CONTENT

### A.    KNOWLEDGE OF TEACHING AREA

	RATING		
1. Exhibits a sound background and understanding of the subject matter required of the position	Q	A	U
2. Keeps abreast of current theory and practice in his/her field.	Q	A	U
3. Can respond satisfactorily to questions posed by students either as to information required or as to a source for obtaining available information.	Q	A	U

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### B.    METHODOLOGY

1. Stimulates interest in subject area.	Q	A	U
2. Utilizes a variety of teaching and learning techniques designed to serve the differing abilities of the students.	Q	A	U
3. Subject content is consistently relevant.	Q	A	U
4. Student inputs are encouraged and treated with respect.	Q	A	U
5. Varied resources are used appropriately.	Q	A	U
6. Demonstrates knowledge of lesson design for mastery.	Q	A	U
7. Adequate methods of assessing student knowledge are evident.	Q	A	U

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. EVALUATION

- |  |   |   |   |
|--|---|---|---|
| 1. The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for themselves. | Q | A | U |
| 2. The capability of the student is taken into consideration, as well as, the amount of effort the student has expended.                               | Q | A | U |
| 3. Accurate records are kept.  | Q | A | U |
| 4. Assignments are reviewed and returned promptly.   | Q | A | U |

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. MANAGEMENT

A. ORGANIZATION AND DIRECTION

RATING

- |  |   |   |   |
|--|---|---|---|
| 1. The teacher organizes classroom routines in an efficient manner.  | Q | A | U |
| 2. Lessons are planned and the class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously. | Q | A | U |
| 3. The teacher's time is devoted to teaching and learning.   | Q | A | U |

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. CARE OF ROOM AND EQUIPMENT

- |   |   |   |   |
|---|---|---|---|
| 1. The teacher exerts reasonable care to see that furnishings and equipment are kept in good condition. | Q | A | U |
| 2. Maintenance needs are promptly reported.   | Q | A | U |
| 3. The teacher's time is devoted to teaching and learning.  | Q | A | U |

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. DISCIPLINE

- |  |   |   |   |
|--|---|---|---|
| 1. The teacher promotes a positive environment which is conducive to learning.       | Q | A | U |
| 2. Building and classroom rules are known to the students.                           | Q | A | U |
| 3. Breaches of discipline are handled according to the district and building policy. | Q | A | U |

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. RELATIONSHPS

A. SELF-RELATIONSHIPS

RATING

- |   |   |   |   |
|---|---|---|---|
| 1. Exhibits a positive attitude.                              | Q | A | U |
| 2. Exercises initiative.                                      | Q | A | U |
| 3. Encourages others by his/her attitude toward the position. | Q | A | U |
| 4. Seeks out new ideas.                                       | Q | A | U |
| 5. Is open-minded.  | Q | A | U |
| 6. Is willing to give and receive assistance.                 | Q | A | U |
| 7. Implements suggestions in a professional manner.           | Q | A | U |

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. INTERPERSONAL RELATIONSHIPS

RATING

- |   |   |   |   |
|---|---|---|---|
| 1. Relationships with students, colleagues and parents are honest and forthright.   | Q | A | U |
| 2. Dignity and rights of people are respected.  | Q | A | U |
| 3. Shows consistent interest in students' academic and social growth.   | Q | A | U |
| 4. Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs. | Q | A | U |

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. ORGANIZATIONAL RELATIONSHIPS

RATING

- |  |   |   |   |
|--|---|---|---|
| 1. Shares constructively any criticism or ideas for the improvement of education in the district with the building principal.                    | Q | A | U |
| 2. Seeks resolution of the professional concerns and personnel problems through appeal channels developed by Administration and the Association. | Q | A | U |
| 3. Observes district and building rules, administrative regulations, agreements and policies.  | Q | A | U |
| 4. Reports and records are accurately kept and promptly turned-in when requested.  | Q | A | U |

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. DESIRABLE PROFESSIONAL BEHAVIOR

RATING

- |  |   |   |   |
|--|---|---|---|
| 1. Is a good team worker.  | Q | A | U |
| 2. Reports pupil progress to parents in an effective manner.                                 | Q | A | U |
| 3. Utilizes community resources in instruction.  | Q | A | U |
| 4. Assumes responsibilities outside the classroom as they relate to school.                  | Q | A | U |
| 5. Committed to the primary goal of assisting student growth.                                | Q | A | U |
| 6. Strives for improvement through positive participation in professional growth activities. | Q | A | U |

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. ADDITIONAL PERFORMANCE FACTORS

Are there any additional performance factors or specialized duties on which you feel this particular teacher's performance should be evaluated? Specify any such factors or duties, then proceed with the evaluation.

Factors or duty: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## APPENDIX 2

### CENTREVILLE PUBLIC SCHOOLS VISION SUMMARY OF BENEFITS

	<u>Preferred Provider</u>	<u>Non-Preferred Provider</u>
<u>Vision Examination</u>		
Optometrist	Member pays \$6.50	Limited to \$28.50, member pays balance
Ophthalmologist	Member pays \$6.50	Limited to \$38.50, member pays balance
<u>Lenses</u>		
Single Vision	Member pays \$18	Limited to \$29.00, member pays balance
Bifocal Lenses	Member pays \$18	Limited to \$51.00, member pays balance
Trifocal Lenses	Member pays \$18	Limited to \$63.00, member pays balance
Lenticular Lenses	Member pays \$18	Limited to \$75.00, member pays balance
Frames	Member pays amount Over retail value of \$65.00	Member pays amount over retail value Of \$44.00
<u>Contact Lenses</u>		
Medically Necessary	Covered in Full	Limited to \$175.00, member pays balance
Cosmetic	Covered up to \$90 & additional 20% of balance.	Limited to \$90.00, member pays balance

Benefit Frequency = Once every 12 months.

**APPENDIX 3**

**CENTREVILLE PUBLIC SCHOOLS  
DENTAL SUMMARY OF BENEFITS**

DENTAL PLAN BENEFIT SCHEDULE	CO-PAY
Class I	60%
<b>Preventative Care:</b>	
Oral examinations every six consecutive months	
Teeth cleaning every six consecutive months	
Bitewing X-rays every six consecutive months	
Full-mouth X-rays routinely every three years	
Fluoride treatment for members of all ages	
Palliative emergency treatment	
Tests and Laboratory examinations	
Class II	60%
<b>Restorative Care:</b>	
Acrylic, amalgam, or silicate fillings	
Root canal therapy	
Pulp capping	
Periodontics treatment	
Gingivitis treatment	
Extractions – simple and surgical	
Repairs to existing dentures and bridge	
Relining and rebasing of existing dentures	
General anesthesia	
Class III	60%
<b>Replacement Care:</b>	
Construction of dentures or bridges	
Crowns, inlays, and onlays	
Removable dentures – complete and partial	
Fixed bridges	
Bridge pontics and abutment crowns	
Replacement of dentures and bridges after 5 years and if unserviceable	
Class IV	60%
<b>Orthodontic Care:</b>	
Habit-breaking appliances	
Appliance construction and installation	
Full banding treatment	
Monthly active treatment visits	
<b>Annual Maximum on Classes I, II, and III</b>	<b>\$1,000.00</b>
<b>Lifetime Maximum on class IV</b>	<b>\$ 600.00</b>

**APPENDIX 4**

**CENTREVILLE PUBLIC SCHOOLS  
LIFE AND AD&D PROGRAM**

Schedule of Benefits

<u>Employee Group</u>	<u>Basic</u>	<u>AD&amp;D</u>	<u>Supplemental</u>	<u>Dependent Life</u>
*All	\$10,000	\$10,000	N/A	N/A
Teachers Participating In Health Insurance Additional	\$ 5,000	\$ 5,000		

Reduction Schedule

<u>Attained Age</u>	<u>Percentage of Reduction from Amount in Effect at Age 70</u>
70	35%
75	50% of original benefit

The 2007-2008 calendar is below. The 2008/09, 2009/10, and 2010/11 calendars will be negotiated each year.

**CENTREVILLE PUBLIC SCHOOLS  
2007-2008 CALENDAR**

August 27-29	<b>Professional Development/ District Day</b>
September 4	First Student Day
September 17	No School - Fair Day / Professional Development
October 16	Parent/Teacher Conferences, 5:00-8:00 p.m. (JHS & SHS)
October 17	Parent/Teachers Conferences, 4:00-7:00 p.m. (JHS & SHS)
November 12-16	K-3 Elementary Parent/Teacher Conferences
November 13	Parent/Teacher Conferences 4:00-7:00 p.m. (4 <sup>th</sup> , 5 <sup>th</sup> , & 6 <sup>th</sup> )
November 15	Parent/Teacher Conferences 5:00-8:00 p.m. (4 <sup>th</sup> , 5 <sup>th</sup> , & 6 <sup>th</sup> )
November 21	No School / Comp Day for Conferences
November 22 & 23	No School / Thanksgiving Break
December 24-Jan. 4	No School / Winter Break
January 18	End of 1 <sup>st</sup> Semester
January 21	No School- ½ Professional Development & ½ District Day
February 15 & 18	No School- Mid Winter Break
February 27	JHS / SHS Parent Teacher Conferences 4:00-7:00 p.m.
March 21	No School- Good Friday
March 31-April 3	K-3 Elementary Parent Teacher Conferences
April 2	Parent/Teacher Conferences 4:00-7:00 p.m. (4 <sup>th</sup> , 5 <sup>th</sup> & 6 <sup>th</sup> )
April 4	½ Day School- ½ Comp
April 7-11	No School-Spring Break
May 26	No School- Memorial Day
June 6	Last Day of School ½ Student Day & ½ District Day

## LETTER OF UNDERSTANDING

The Centreville Public Schools and the Southwestern Michigan Education Association hereby agree to the following as a means of clarifying the procedure and timelines for both administrative and staff responsibilities in connection with Article 7. Professional Assignments. of the current collective bargaining agreement between the Centreville Public Schools and the Southwestern Michigan Education Association.

1. The administration shall issue the form referred to in Article 7.6A. (Letter of Intent to Return) by April 15.
2. The teacher will complete and return the form by May 1.
3. The Administration will utilize these forms in establishing schedules and staffing needs.
4. When changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, or transfers between schools appear necessary, the Administration will initiate discussion with the affected teacher(s) as per Article 7.5.
5. The teacher within one week of receipt of notice will indicate, in writing, whether he/she considers this a voluntary or involuntary change in assignment/transfer.
6. If the teacher indicates that he/she considers this an involuntary transfer, a written statement will be provided setting forth the reasons for the transfer with particular reference to the criteria included in Article 7.4. Said written statement will be issued by June 30.

SOUTHWESTERN MICHIGAN EDUCATION  
ASSOCIATION

Dated: May 24, 1993

\_\_\_\_\_  
Richard G. Slagter,  
5-E/G Uniserv director

CENTREVILLE PUBLIC SCHOOLS

DATED: June 5, 1993

\_\_\_\_\_  
Dr. William Jutras,

Superintendent of Centreville Public  
Schools

**LETTER OF UNDERSTANDING  
BETWEEN THE  
SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION  
AND THE ST. JOSEPH COUNTY ISD LOCAL SCHOOLS**

This agreement indicates the number of days and dates that students will be in attendance.

It is also understood that the student contact hours will be no less than the present hours of student contact.

The difference between the 183 contract days proposed in the Common Calendar and the actual days previously agreed upon will be a negotiable item in each LEA.

The number and use of the indicated county staff days, other than the day indicated as the Regional staff day, is still within the scope of the individual local collective bargaining agreement.

Any change in the school day to meet the required state mandated hours and any increase in student contact hours above the state required minimum is also within the scope of the individual local bargaining unit.

It is also understood that the intent of the staff days is to include all school staff -- administrative, professional and educational support personnel -- in not only the training; but also in the planning of said day.

\_\_\_\_\_  
Michael Krigelski, Superintendent  
Centreville Public Schools

\_\_\_\_\_  
Mary Kay Todd, President  
Centreville Education  
Association

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CENTREVILLE BOARD OF EDUCATION AND**  
**CENTREVILLE EDUCATION ASSOCIATION**

The Centreville Board of Education and the Centreville Education Association hereby agree to the following as means of clarification for after-school performances. It is understood that whenever there is an after-school performance that includes both a music director and a drama/play director, each person shall receive the rate of compensation as per Schedule C – Plays.

\_\_\_\_\_  
Bill Miller, Superintendent  
Centreville Public Schools

\_\_\_\_\_  
Norma Swanwick, President  
Centreville Education Association

## LETTER OF AGREEMENT

### Between CEA/SMEA/MEA/NEA and Centreville Public Schools Extra Conference Period Teaching Assignments

In order to assist the District to fulfill curricular obligations, the CEA/SMEA/MEA/NEA agrees to the following provisions:

1. Should the District identify the need to schedule an extra conference period teaching assignment within the confines of the regular school day for duration of five (5) or more consecutive days, the assignment shall be posted.
2. The posting shall provide the following:
  - A. Notification of pay.
  - B. Approximate duration of assignment.
  - C. Minimum requirements.
3. The posting shall stand for five (5) days.
4. The rate of wage shall be one \_\_\_\_\_ of per diem.
5. A teacher assuming an extra conference period teaching assignment shall not be subject to the provisions of Article 9, Teacher Evaluation and Progress, for the extra conference period teaching assignment.
6. A teacher assuming an extra conference period teaching assignment shall not claim a wage in conjunction with disability leave (8.5) or general leave (8.6).
7. A teacher assuming an extra conference period teaching assignment shall claim a wage in conjunction with sick leave (8.1).
8. 11.4 Seniority. For purposes of this provision, a teacher assuming an extra conference period teaching assignment shall not accrue seniority at a greater rate nor shall claim advancement of the salary schedule.

\_\_\_\_\_  
(For the Local Association)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(For the SMEA/MEA/NEA)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Superintendent)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(For the Board of Education)

\_\_\_\_\_  
(Date)

**LETTER OF UNDERSTANDING  
BETWEEN  
CENTREVILLE BOARD OF EDUCATION  
AND  
CENTREVILLE EDUCATION ASSOCIATION**

The parties agree to the following understanding regarding Michigan Virtual High Schools (MIVHS) and Michigan Virtual University (MIVU) assignments :

1. Both parties acknowledge that there currently exist concerns and uncertainty regarding the addition of MIVHS and MIVU at the High School.
2. It is expected and agreed that when any concern(s) or issue(s) exist for the 2003-2004 school year and beyond, the teacher shall first meet with the principal to discuss the concern(s) or issue(s). Thereafter, if the concern(s) or issue(s) have not been resolved, the teacher, principal, Association Representative and Superintendent, shall meet and discuss the concern(s) or issue(s) with the goal of mutually resolving the matter(s) involved.

\_\_\_\_\_  
(for the Centreville Board of Education)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(for the Centreville Education Association)

\_\_\_\_\_  
(date)

**Addendum To Cafeteria Benefit Plan**

CENTREVILLE PUBLIC SCHOOLS  
St. Joseph County, Michigan

**WHEREAS**, The Centreville Public Schools is required, under the terms of a Collective Bargaining Agreement (“CBA”), to establish a Cafeteria Plan under Section 125 of the Internal Revenue code of 1986, as amended, (“Plan”) and,

**WHEREAS**, the Centreville Public Schools enacted the present Plan on January 1, 1997,

And,

**WHEREAS**, since the enactment of the Plan, a new CBA has been negotiated which modifies the terms of Schedule “B” and provides additional options of Participant Benefits, as articulated in Article 4 of the Plan.

**WHEREFORE**, the Article 4 of the Plan shall be modified as follows:

- 4.1 “Coverage options. Each Participant may choose under this Plan to receive a monthly health and medical insurance allowance as described in Schedule “B” of the Collective Bargaining Agreement to be applied to the applicable cost of the plan selected, *the Participant’s portion of the applicable premium cost of the plan*, or to elect to take an annual cash allowance in lieu of the monthly employer contribution as described in Schedule “B” of the Collective Bargaining Agreement.”

\_\_\_\_\_  
William Miller, Superintendent  
Centreville Public Schools

Dated:\_\_\_\_\_

**LETTER OF AGREEMENT  
BETWEEN  
THE CENTREVILLE PUBLIC SCHOOLS BOARD OF EDUCATION  
AND  
THE SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION /  
CENTREVILLE EDUCATION ASSOCIATION**

The parties hereby agree that for the 2007-08 school year only there will be 1.5 District days (up .5 District days from 1.0 District days during the 2006/07 school year). At the end of the 2007-08 school year, District days will, automatically revert to District days (1.0) but will, be subject to further consideration for the 2008-09 school year through the negotiations process.

Date: \_\_\_\_\_, 2007

\_\_\_\_\_  
(for the Centreville Board of Education)

Date: \_\_\_\_\_, 2007

\_\_\_\_\_  
(for the Centreville Education Association)

**LETTER OF UNDERSTANDING  
BETWEEN  
THE CENTREVILLE PUBLIC SCHOOLS BOARD OF EDUCATION  
AND  
THE SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION /  
CENTREVILLE EDUCATION ASSOCIATION**

During the 2007-2008 school year, a committee of teachers and principals will convene to study the present evaluation tool and contract language and will bring a recommendation for the CEA and Board of Education to consider for implementation in the 2008/09 school year.

Date: \_\_\_\_\_, 2007

\_\_\_\_\_  
(for the Centreville Board of Education)

Date: \_\_\_\_\_, 2007

\_\_\_\_\_  
(for the Centreville Education Association)