MASTER AGREEMENT

Between

CONCORD COMMUNITY SCHOOLS

AND

CONCORD EDUCATION ASSOCIATION

JCEA/MEA/NEA

Jackson County, Michigan

August 21, 2017 to December 31, 2018

Concord Education Association's

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ARTICLE 1: RECOGNITION

A. The Board of Education of the Concord Community Schools, hereafter referred to as the Board, hereby recognizes the Jackson County Education Association as the sole and exclusive bargaining agent for the local bargaining unit at the Concord Community Schools defined as follows:

All certified teaching personnel, licensed social workers in the State of Michigan, counselors, and librarians, but excluding: supervisory personnel such as, but not limited to, the superintendent, assistant superintendents, director of school and community relations, principals, business manager and other similar supervisory personnel, office clerical, transportation, maintenance and operating employees, substitute teachers, adult education teachers, and community education teachers not required by law to have a teaching certificate.

B. The term "Association" when used hereinafter in the Agreement shall mean the local bargaining unit at the Concord Community Schools represented by the Jackson County Education Association recognized above. References to all other organizations or associations shall be by proper name or title.

C. The term "teacher," singular or plural, when used hereinafter in this Agreement shall mean members of the local bargaining unit, male or female, at the Concord Community Schools represented by the Jackson County Education Association.

D. For the purposes of this Agreement, substitutes shall be placed under contract or letter of agreement and shall be covered by the provisions of this Agreement when their assignment to one specific teaching position exceeds sixty (60) days of service during any single school year. Long term substitutes will be paid at the current substitute rate for the first ten (10) days of employment. For employment days eleven through thirty (11-30), they will be paid at the current daily rate plus twenty five dollars ($25) and for days beyond thirty (30) they will be paid at the current daily rate plus seventy-five dollars ($75) per day.

ARTICLE 2: RIGHTS OF THE BOARD

The Concord Community School District is in accordance with Public Act 289 of 1995, Public Act of 451 of 1976, M.C.L. 380.11a, as amended.

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those, which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Concord School district.

2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and

the right to establish, modify, or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.

3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to layoff employees, but not in conflict with the provisions of this Agreement.

4. Determine the services, supplies, equipment and automation necessary to continue its operations and to determine all methods, schedules, and standards of teaching including the use of technology.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of new employees, including physical condition.

7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities.

8. Determine the placement of operations, service, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies including all accounting procedures.

10. Determine the size of the organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

11. Determine the new policy affecting the selection, testing or training of new employees providing that such selection shall be based upon lawful criteria.

B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, except by mutual agreement of the Board and the Association. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article, and if so, shall deny the grievance.

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

D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees is vested exclusively in the Board.

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

ARTICLE 3: ASSOCIATION AND TEACHER RIGHTS

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

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, upon notification of the Superintendent or his designated representative.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and the representative checks into the office upon arrival.

E. The Association shall have the right to use school facilities and equipment when such equipment is not otherwise in use and upon notification of the Superintendent or his/her designated representative.

F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use teacher mailboxes and email for communications to teachers.

G. The Board agrees to make available to the Association in response to reasonable requests all matters of public information concerning the financial resources of the District, and any other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

H. The Concord Education Association shall be given an opportunity to review proposed Board policy and present statements regarding the policy to the Board prior to final vote on said policy.

I. Notwithstanding their employment, the teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, so long as it does not impair the ability to perform their teaching responsibility.

J. Neither party shall unlawfully discriminate against any teacher or applicant for employment because of his/her religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status or handicap and neither party shall unlawfully discriminate against any employee or applicant for employment because of his/her membership or non-membership in the Association.

K. The Association may appear on the printed agenda of a Board meeting for the purpose of addressing the Board by filing a written statement of such intention and appropriate informational materials with the Superintendent of Schools not later than five (5) days prior to the date of the meeting.

L. The private life of a teacher is his/her own affair unless his/her conduct should adversely affect his/her relations with students or the discharge of his/her teaching and other school related duties.

ARTICLE 4:
PAYROLL DEDUCTIONS

A. Association shall have complete authority to compromise and settle all claims which it defends under this section.

B. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.

C. The Board shall also make payroll deduction upon written authorization from employees for deductions or any other plans or programs jointly approved by the Association and the Board. A list of these plans/programs may be secured through the payroll office.

1. The Board shall provide for all members through the District's Third Party Administrator a 403b which is approved by the IRS provided said choice is in conformity with Section D of this Article. The Board shall assume all set-up cost for the TPA while the monthly fee will be paid by either the vendor or employee. All existing providers who sign and follow the plan document provided to them by the District's TPA will be part of the plan. These providers will remain active until such time as they notify the TPA that they would no longer participate with the District or fail to uphold the provisions of the plan document. In the future a new provider must have a minimum of five (5) participants sign and follow the plan document provided to them by the District's TPA to become a vendor for the district. All loans, contributions and distributions allowable by the IRS will be available under this plan.

D. The Board or third party administrator acting on behalf of the Board will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions, other than to correct such errors.

In the event of overpayment, the Association agrees to promptly refund such money as soon as is practical. In the event of underpayment, the Board or third party administrator agrees to promptly submit such money to the Association as soon as practical.

ARTICLE 5: WORKING CONDITIONS

A. **Working Conditions**

Teachers shall be required to report to their teaching station (classroom) ten (10) minutes before the opening of the pupils' regular school day in the morning. The pupil day begins with the first bell of the day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters, which properly require attention at that time, including consultations with parents when scheduled directly with the teachers.

1. The normal weekly teaching load in the middle and senior high schools will include five (5) unassigned preparation periods. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The student day shall begin at 7:50 a.m. and end at 2:45 p.m. The teacher day shall begin at 7:40 a.m. and end at 2:55 p.m. Teachers shall be expected to remain on duty as long as needed in the event of emergency situations similar to, but not limited to, severe weather warnings.

2. All teachers shall have a duty-free uninterrupted lunch period of no less than thirty-five (35) minutes. Secondary teachers may be assigned lunch supervision in lieu of a teaching period when it can be demonstrated that no classroom teaching is available. Implementation of this provision will be to insure the fullest workday possible for the affected teachers.

3. Each teacher shall receive a minimum of two hundred and fifty (250) minutes of preparation time per week. Only recess and all time in which an elementary classroom teacher's class is being instructed by a special activities teacher shall be counted as recognized preparation time in accordance with the foregoing. In the event of inclement weather one (1) teacher per grade can be expected to furnish supervision for the children during recess periods. No teacher will be expected to supervise more than three (3) indoor recesses per year. The principal will post and schedule one (1) week in advance indicating teachers that will supervise indoor recess in the event of inclement weather.

4. It is expressly understood that the teacher preparation/conference period is subject to the total school program; and, as a result, such things as special events, field trips, testing programs, emergency class needs, and assemblies, etc., may from time to time be substituted for preparation/conference time.

   Preparation/Conference periods shall be used for such things as thorough preparation, conferences with parents, teachers, and administrators, and special assistance to students.

   Preparation/Conference time shall not be used or spent on any unconnected or non-school activity, except in emergency situations and with the permission of the principal or his designee.

In addition, it is expressly understood that teachers will not leave their buildings during preparation time on personal errands or the like, without permission of the principal or designee.

5. Daily preparation for effective teaching, correcting papers, themes, attending faculty meetings, and similar activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition; attendance at staff conferences, parent-teacher conferences, PTOmeetings, and the like, are encouraged as a professional responsibility of the teacher. It is recognized that these demands may be considered excessive. It is accordingly agreed that such extra-curricular activities shall not exceed two (2) hours per week, or six (6) hours per month with the exception of two (2) formal parent-teacher conferences per school year. When teachers are required to participate in night parent-teacher conferences they shall be granted released time within the same calendar week equal to the time scheduled for the conferences.

6. A teacher engaged during the school day in negotiating on behalf of the Association with any representative for the Board or participating in any formal professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

7. Any classroom teaching assignments in addition to the normal teaching schedule during the regular school day or year, including adult education courses, driver education courses, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers of equal qualifications regularly employed in the District.

8. When a teacher is assigned less than a full day, he/she will receive a prorated salary and benefits. The pro-ration factor will be 1/6 (16 2/3%) on a seven-hour day and 1/5 (20%) on a six-hour day, and 1/3 (33%) on a four hour day. The pro-ration factor will be based on assigned teaching hours. (Note – this pro-ration factor allows for pro-rated compensation for planning time.)

9. Because of the nature of the social worker's, counselor's and librarian's work, if the Board requires a social worker's, counselor's or librarian's length of employment to precede the regular teacher's contract year by at least one (1) week and extend beyond the regular teacher's contract by at least one (1) week, such additional weeks are to be pro-rated on the annual contract salary as set forth in Schedule A.

B. **Class Size**

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible. In no event shall it exceed the following standards by more than five (5) except in traditional large group instruction or in classes where a tenured teacher has agreed in writing to exceed these standards by more than (5). In no situation will probationary teachers be asked to agree to exceed these standards.

The Board will make every effort to ensure that in classrooms involving workstations, the number of students assigned will not exceed the number who could be reasonably expected to work at such stations. (e.g. Work teams) This language is not intended to supersede the maximum class size language of this Article.

Elementary

Lower Elementary (K-2)	22
Upper Elementary (3,4,5)	25
Special Education	Per State/Federal Law

Secondary

All General Education	25
Physical Education	40
Special Education	Per State/Federal Law

C. **Qualifications and Assignments**

Any teacher(s) employed by the Board of Education for a regular teaching assignment shall have at least a bachelor's degree from an accredited college or university, and a temporary or continuing certificate, and appropriate certification for the position as defined by the School Code and, effective with the 2006-07 school year, meet the requirements of "Highly Qualified" as defined by NCLB. Should there be a conflict with regards to this bargaining agreement and NCLB, the regulations of NCLB shall prevail. The Board and the Association agree that the definition of "Qualified" is the employee will be in compliance with the present state and federal laws with regard to "qualifications" and certification standards as specified.

Professionally competent craftsmen such as plumbers, carpenters, etc., may be used to assist in teaching crafts under the direction of a qualified teacher.

1. **Outside Experience**:

   All qualified teachers as defined above may be given credit for a maximum of five (5) years of outside teaching experience in any recognized school system in Michigan or elsewhere. Thus, a qualified incoming teacher with five (5) or more years of teaching experience may be placed on the sixth (6th) step of the salary schedule. If the incoming teacher has one-half (1/2) year or more of additional experience he may be placed on the next step above. A new teacher's pay step shall be the discretion of the Board, but not to exceed their minimum experience.

2. Any qualified teacher who has had previous teaching experience and is drafted or recalled into the service shall be given military experience up to two (2) years upon returning to teaching.

3. **Salary Adjustment for Advancement**

a. Teachers may qualify for salary adjustment upon completion of thirty (30) semester hours (MA or BA+30) or sixty (60) semester hours (MA+30 or BA+60) credit relating to their teaching field. Exceptions to credit in teaching field may be allowed in other related areas of education including educational administration, educational guidance, educational psychology, and reading and additional certification endorsements.

b. Salary adjustment based on college or university verification of the requirements set forth in Section 4-A, shall be made for the teacher upon notification to the central office, and the submittal of the necessary papers of verification.

c. The teacher must notify the superintendent of his intent to complete the necessary requirements for advancement in writing by June 15 of same year prior to completion of the credits.

4. **Part Time Teachers**

All teachers who teach part time shall be paid at a pro-rated rate, figured on the scale step placement to which they are entitled, as indicated in Article 5, Section A-8. The step will be determined by experience as set up in Item C. A teacher working part time will be paid by the hour and credit will be given for the pay step by the numbers of hours taught.

5. Teachers shall have the right to refuse the assistance of an instructional aide, unless an aide is mandated by a student's IEP or by some other statue or regulation. The administration shall formulate and provide to each teacher, aide and the Association, guidelines on the duties and responsibilities of teacher aides.

6. The Board and Association hereby endorse the concept of professional courtesy. Professional courtesy shall be duties performed by a teacher during released or non-instructional time. Courtesy shall be extended only with the consent of both the teacher extending the courtesy and the teacher receiving the courtesy and the notification and approval of the building principal, or his designee.

7. Student teachers are placed through the administration. Teachers may choose to accept or refuse student teachers.

a. Supervisory teachers shall work directly with the college or university program coordinator, assist in developing opportunities for the student teachers to observe and practice the arts and skills of the profession.

b. The Association agrees to accept student teachers as honorary members during their student teaching period and include them in appropriate meetings and activities of the Association.

c. The supervisory teacher shall file written reports with the college or university and administration as are required by the institution sponsoring the student teacher.

d. Student teacher stipends paid to the District may be spent for in-service programs, released time for permanent staff, materials, or equipment. The supervising teacher shall determine the exact use of the stipend from the areas within these guidelines.

8. Assignments for the adult education, driver education, and summer school programs administered by the Concord Community Schools, will be made by the Board.

9. The Board agrees to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Teachers shall report their unavailability at the earliest possible time, but not later than 6:30 a.m. Once a teacher has reported unavailability it shall be the responsibility of the administration to arrange for a substitute teacher. Only in emergency cases will regular teachers be asked to substitute for an absent teacher for whom the administration has been unable to secure a substitute teacher. In such cases the teacher doing the substitute teaching will receive 0.000798 times the BA Base for each class hour taught in excess of his/her normal load. For teachers teaching under the block schedule: Subbing the full block would be paid at the full rate above and subbing for skinny would be at half the rate above. This provision does not apply in case of professional courtesy as outlined in Article 5, C, 8.

All teachers shall have their lesson plans in order and prepared at least one week in advance (defined as the Friday before or the Monday of the dated week of the plans, if requested) so that, in the event of a teacher's illness a substitute teacher will be able to continue the plan with a minimum of interruption. The teacher's lesson plans can be emailed to the building secretary, principal or through sub systems to the assigned sub. An absent teacher whose lesson plans are not available shall forfeit sick leave pay for that day.

The lesson plan availability clause shall not apply in the case of an extended illness beyond one week. A lesson plan conveyed by telephone will be acceptable for the first day of an absence. Plans for subsequent days shall be in writing, unless the teacher is incapacitated.

Teachers who report their unavailability late (after the specified times hereinbefore set forth) shall, on the occasion of the first such occurrence in a school year, be warned and reminded of the requirement for timely reporting, in writing. On the second occurrence he/she shall be docked (unless good and sufficient reason can be shown why reporting on time did not occur) a day's pay by way of loss of sick leave pay for the day on which he/she was late in reporting unavailability.

10. Teachers shall not be required to work under conditions which pose an imminent threat to their health, safety, or well being, provided that this provision shall not be construed as limiting a teacher's duties and responsibilities in regard to maintaining student discipline.

11. Counselors shall not be assigned functions, discipline responsibilities, administrative and clerical duties, and study hall or lunchroom responsibilities as part of their normal duties. The counselor's employment is further subject to the working conditions set forth for the teachers in this agreement. Counselors may, due to economic necessity, be assigned teaching duties in keeping with their certification and qualifications.

12. A social worker's duties may be revised or amended by the District at any time. The social worker's work week shall be forty (40) hours and the social worker's day shall be eight (8) hours as assigned by the district administration. The social worker understands that he/she shall be required to perform services beyond the regular day and shall attend parent conferences.

13. The Board and Association recognize that multiple preparations on the secondary teaching level require additional work and effort on the part of the teacher so assigned. Teaching assignments with more than three preparations at a given time on a six period day and four preparations on a seven period day will be avoided whenever possible.

    In all cases where more than three preparations (in a six period day) or four preparations (in a seven period day) are scheduled, the administration will consult with the staff member affected before the schedule is finalized and the assignment made.

D. **Supplies and Materials:**

1. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the school reasonably equipped and maintained within the financial means of the District considering the entire educational program of the District. Requests by teachers for educational materials, when properly filed, shall formally responded to within fifteen (15) days.

2. The Board shall provide a teacher reference library in the District and include therein all texts which are reasonably requested by the teachers of the District which pertain to an instructional area offered by the school District and will increase the proficiency of such instruction, provided that financial constraints of the District shall be considered. Current periodicals provided in teacher's workroom shall be maintained.

3. The Board will continue to provide each school with adequate duplicating facilities to aid teachers in the preparation of instructional materials.

4. The Board shall provide:

    a. A separate desk for each teacher in the District with a lockable desk drawer.

b. Suitable closet space for each teacher to store coats, and personal articles.

c. Adequate chalkboard space in every classroom.

d. Copies, exclusively for each teacher's use, of all texts used in each of the course he/she is to teach.

e. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.

f. Teachers shall not be assigned Cafeteria supervision, playground duty, hall patrol, or bus duty, except in compliance with other provisions of this contract. However, teachers are responsible for the supervision of school property and students at all times whenever teachers are in contact with students. Bus duty is defined in accordance with Appendix D of this contract.

g. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty workroom. Provision for such facilities will be made in all future buildings.

h. Telephone facilities shall be made available to teachers for local calls and school business calls.

i. Upon request of the Association, vending machines shall be installed in the faculty room.

j. Adequate off-street parking facilities shall be provided and maintained properly.

E. **School Improvement Plans:**

The following applies to all statutory requirements of the School Improvement legislation, the Elementary and Secondary Education Act and the No Child Left Behind Act of 2001.

1. Decisions made by school improvement committees shall not violate the terms of the Master Agreement between the parties.

2. Any committee participation beyond the established workday and the established exceptions to such, shall be strictly voluntary.

3. "Nothing in this Agreement shall be construed directly or indirectly to in any way interfere with the District's obligation to comply with the No Child Left Behind Act."

F. **Medically Fragile Students**

In the event that the Concord School District is to provide services to medically fragile/special education students in a Least Restrictive Environment (LRE), the parties agree to bargain on any issue not addressed in statutory requirements.

G. **Adequate Yearly Progress (AYP)**

In the event that a building fails to meet AYP, the Administration and CEA shall meet to discuss a resolution to meet AYP.

ARTICLE 6: SCHOOL CALENDAR

The school calendars for the duration of this agreement shall be set forth as an appendix of this Agreement.

Contracts will be for the number of Professional Development and student attendance days as specified by State statute plus one-half (1/2) pre-school day and one (1) day at the end of each semester. New teachers shall have an additional orientation day. If the State should change the hours/days of student instruction, the change in time will be scheduled through a collaborative effort of the Board and the Association.

In a non-bargaining year, to ensure an orderly start to the next school year and facilitate planning for professional development the administration and the CEA shall meet beginning in February to bargain and try to finalize the calendar for the upcoming school year. Every effort will be made to complete the calendar before May 1.

ARTICLE 7: LEAVES OF ABSENCE

A. At the beginning of each school year each teacher shall be credited with eleven (11) days of leave, the unused portion of which shall accumulate to a maximum of one hundred fifty (150) days.

1. **Personal Illness or Disability**:

The teacher to recover from his/her own illness or disability, including disability due to childbirth and complications of pregnancy. The Board, at its expense may require a physician's examination of a teacher and certification that the ailment justifies that a teacher not performing the normal teaching functions, if the teacher's absence exceeds five (5) days or is a recurring illness.

2. **Illness of Family Member:**

A teacher may take a maximum of ten (10) days per event of serious illness in the teacher's immediate family. (Immediate family for the purpose of this section may be defined as an employee's spouse, partner, children, parents, brother, sister, family-in-law, grandparents and grandchildren). It is understood that this leave is not to be used to provide childcare services but only in the case of

serious illness. Additional days per occurrence, if needed and available in the teacher's personal leave day bank, shall be with Board approval and subject to the regulations of the Family Medical Leave Act (FMLA).

3. **Death in the Immediate and Nuclear Families**:

The teacher will be granted up to three (3) days with pay, not chargeable to sick leave, per death~~,~~ in the immediate family. Immediate family shall be interpreted as mother, father, brother, sister, grandchildren, father and mother-in-law, brother and sister-in law, son-in-law and daughter-in-law, and grandparents. The teacher will be granted up to five (5) days with pay, not chargeable to sick leave per death in their nuclear family. Nuclear family shall be interpreted as partner, husband, wife, and children. Additional bereavement days shall be charged to the employee's sick leave day bank.

4. **Other Deaths**:

The teacher make take one (1) day per death to attend the funeral of any person whose relationship warrants such attendance; the day shall be charged to the employee's sick leave.

5. **Medical or Nursing Care**:

The teacher may take three (3) days to make arrangements for medical or nursing care for a member of his/her immediate family; the day(s) shall be charged to the employee's sick leave.

6. **Medical and Dental Appointments**:

Medical and dental appointments that cannot be scheduled outside normal teacher duty hours may be charged to sick leave.

B. The Board shall furnish each teacher with a written statement, at the beginning of each school year, setting forth their total sick leave credit.

C. A teacher absent, due to injury or disease compensable under the Michigan's Worker's Compensation Act, shall receive from the Board the difference between the Worker's compensation payment prescribed by law and the teacher's regular salary, to the extent and until such time as said teacher shall have used up any "sick pay" herein provided. The above provision includes full compensation for the first seven (7) days when reimbursement is not made for time beyond fourteen (14) days. Sick leave shall be charged proportionately with the amount paid by the Board.

D. At the beginning of the school year each teacher will be credited with three (3) days to be used for professional or personal business. Arrangements for professional days shall be made one (1) week in advance and personal days shall be made two (2) days in advance. Professional or personal business days shall not be used on the day preceding or the day following a scheduled vacation period. The above stipulation may be waived on an emergency basis by the superintendent. Unused professional or personal business days will be added to accumulated sick leave on the last day of each school year.

E. The Board is in agreement with the JCEA to allow CEA Association members to donate sick days to an association member who has exhausted his/her sick days, due to extended illness. This is strictly voluntary on the part of Association members and will be used only in extreme cases of illness. The CEA will account for the days.
Upon request of a sick person, the Superintendent and Concord Education Association President will determine if days will be offered.

It is also understood that a member who is in this situation is limited to receiving up to one hundred fifty (150) sick days, or a combination of the number of sick days used in a given year plus days to equal one hundred fifty (150) days, whichever allows for the least amount of days needed.

F. Any teacher called for *jury duty* during school hours or who is subpoenaed to testify during school hours in any court procedure shall be paid for the difference between his regular salary and the court reimbursement for such time spent on jury duty or giving testimony; provided that this provision shall not apply if the teacher is subpoenaed to testify against the Board or School District in a proceeding in which the teacher or Association is the opposite party in the litigation.

G. At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association with the approval of the Board. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. In the event that more than one (1) member of the Concord teaching staff is elected MEA R.A. Delegate, a memo of understanding will be developed to grant the Association five (5) additional days paid leave.

H. **Unpaid Leaves**:

1. Leaves of absence without pay may be granted upon application for the following purposes:

   a. Study related to the teacher's licensed field.

   b. Study to meet eligibility requirements for a license other than that held by a teacher.

   c. Study, research or special teaching assignments involving probable advantage to the school system.

   d. The teacher shall return to the same or comparable position. The maximum leave of absence shall be one (1) year. The regular salary increment occurring during such period shall not be allowed.

2. A military leave of absence shall be granted to any teacher who shall be inducted or called up for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefits of any increments which would have been credited to them had they remained in active service in the school system.

3. A leave of absence may be granted upon application for the purposes of serving as an officer of the Association, the Jackson County Education Association, the

Michigan Education Association, or the National Education Association. Upon return, that teacher shall be restored to his former position or a position of like nature, seniority, status and pay.

4. A leave of absence not to exceed four (4) years may be granted to any teacher upon application for the purpose of campaigning for, or serving in public office. Upon return the teacher shall be restored to his former position or position of like nature, seniority, status and pay.

5. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability or until the end of the contract year, whichever is the shorter period. The Board agrees to continue health insurance benefits provided for by this Agreement for the duration of said leave.

6. Following the birth or adoption of a child, a teacher may be granted childcare leave by the Board, for up to one (1) year. Such leave shall be without pay or benefits and shall terminate at the end of either a semester or school year. Upon return, the teacher will be returned to their former position or a position of like nature, status, seniority and pay; increment step will not be granted. Childcare leave may be granted at other times not associated with birth provided good cause is shown. The unpaid leave provisions of this Agreement shall be construed consistent with the requirements of the Federal Family and Medical Leave Act.

7. All teachers on leaves of absence shall notify the superintendent in writing of their intent to return no later than ninety (90) days prior to the end of the school year preceding the beginning of the school year in which the teacher is to return in order to be reinstated in a teaching position. Any teacher granted leave during the period subsequent to ninety (90) days prior to the end of the school year and the end of the school year shall make known in writing their intent to return upon the granting of leave of absence in order to be reinstated in a teaching position

I. A general unpaid leave not to exceed one (1) year may be granted by the Board to tenure teachers. Upon expiration of such leave the teacher shall be returned to his/her former position of like nature, status, seniority and pay. Unpaid leaves of a shorter duration less than thirty (30) days may be granted to tenure teachers upon request.

ARTICLE 8: PROFESSIONAL COMPENSATION

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

B. Teachers involved in voluntary extra duty assignments as set forth in Appendix B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement.

C. All teachers covered by terms of this Agreement shall be granted the insurance protection and other benefits contained in Appendix C which is attached to an incorporated in this Agreement, except that benefits will be pro-rated for part time teachers in the manner described in Article 5, Section A, 8.

D. Teachers required in the course of their work to drive personal automobiles shall receive a car allowance equal to the applicable IRS standard mileage rates then in effect. The same allowance shall be given for approved use of personal cars for field trips or other business of the District. The Board shall provide automobile liability and collision insurance protection over and above personal coverage for teachers when their personal automobiles are used as provided in this section.

E. In recognition of faithful service to the School District a terminal leave payment of sixty dollars ($60.00), for each year of service in the Concord Schools and a payment of fifteen percent (15%) of the teacher's accumulated sick leave pay shall be granted to a teacher who retires/resigns/leaves the district after 15 years of service to the district.

ARTICLE 9: PROFESSIONAL GRIEVANCE PROCEDURE

A. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement and may be processed as a grievance as hereinafter provided, except the following matters shall not be subject to the grievance procedure:

1. The termination of a probationary teacher.
2. The termination or demotion (as defined in the Teacher Tenure Act) of a tenured teacher.

B. **Step I**

In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal, either personally or accompanied by his/her Association representative.

C. **Step II**

If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure through the Association in a form. This form shall be signed by the grievant and representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal and superintendent. If the grievance involves more than one (1) school building, it may be filed with the superintendent or a representative designated by him. The grievance must be filed within ten (10) calendar days of the event or the time at which it is reasonable to assume that a reasonable diligent person should have gained knowledge of the event that gave rise to the violation, misinterpretation, or misapplication.

D. Within five (5) calendar days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his/her

disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.

E. **Step III**

If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting, the grievance shall be transmitted to the Superintendent within ten (10) days of the meeting. Within seven (7) calendar days of the receipt of the grievance, the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition on the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.

F. **Step IV**

If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board within in ten (10) calendar days of the meeting. The Board no later than its regular meeting or within two (2) calendar weeks whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association. All evidence to be used shall be reviewed and resubmitted by both parties.

G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. Such submission must be made no later than fourteen (14) calendar days from the date of the Board meeting, Section F, of this Article. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by American Arbitration Association in accord with its rules which likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration preceeding any ground or to rely on any evidence not previously disclosed to the other party. All arbitration hearings shall be held in the school district. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first make a determination of arbitrability. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

H. The fees and expenses of the arbitrator shall be paid by the loser.

I. The time limits provided in this Article shall be strictly observed but may be extended or shortened by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Board shall process such grievance prior to the end of the school term or within ten (10) days.

J. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

K. Failure to adhere to the time limits specified in this Article shall mean that the grievance will be resolved in favor of the last party to respond.

L. In the event that a grievance arises that both the Association and the Board agree requires a speedy resolution, it may be appealed to arbitration following F, Step IV, using the American Arbitration Association's rules for expedited arbitration.

M. Failure to adhere to the time limits specified in this Article shall mean that the grievance move to the next step of the grievance procedure.

ARTICLE 10: TEACHER PERSONNEL FILE

A. A teacher shall have the right to review the contents of his/her personnel file in the presence of the administrator charged with the safe keeping of the file or that administrator's designee and to have a representative of the Association accompany him/her in such review.

B. No material originating in the School District after original employment will be placed in his personnel file unless the teacher has been furnished a copy of such material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. The signature of a teacher on any materials placed in his/her file not originating from the teacher will not signify agreement but only the fact that he/she is aware of such material, unless express words of agreement accompany signature. If the teacher believes that material placed in his/her file is false or in error, such material will be removed or corrected upon conclusive evidence of its invalidity or error.

C. Each teacher's personnel file shall contain the following minimum of information:

- ✓ All teacher evaluation reports
- ✓ Copies of annual contracts
- ✓ Transcript
- ✓ Teacher certification
- ✓ Tenure recommendation
- ✓ Highly Qualified Status

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become part of said file. If an employee's personnel file is requested under the Freedom of Information Act (FOIA), by someone other than a law enforcement agency and/or government agency, the employee will be notified and, if requested, the District will identify the documents to be released before responding to the request.

ARTICLE 11: MENTOR TEACHER

A. **Mentor Teacher.**

Mentor teachers shall be provided to teachers in the first three (3) years of their teaching career. However, the District may provide a mentor to any probationary teacher.

1. **Selection/Qualifications**

   a. Principals will recruit mentor volunteers as soon as possible, but no later than two (2) weeks after the start of the school year.

   b. Whenever possible, mentors will be tenured teachers of like grades and subject matter to the probationary teacher. In the absence of a volunteer who meets these criteria, principals may recruit teachers in other grades or subject areas who have demonstrated expertise in teaching and learning who are in the same building, if possible.

   c. Mentor teachers shall have demonstrated a commitment to professional development and the ability to work well with others.

   d. The mentoring relationship will remain in effect until the end of the probationary period or until such time that either party chooses to end the association. The District may terminate the mentoring relationship if the mentor fails to fulfill his/her obligations under this Article.

2. **Responsibilities**

   a. Mentors will provide professional support, instruction and guidance for the development of professional expertise, including development of IDP's.

   b. Mentors will maintain absolute confidentiality. Communications between mentor and mentees may only be discussed with third parties upon written consent of the probationary teacher except in cases of illegal conduct.

   c. Mentors will assist new teachers in becoming familiar with teaching, policies of the school and assisting in becoming a part of the school and community.

   d. The mentor teacher is a resource person and shall not be held responsible for the performance of the probationary teacher.

3. **Process**.

   Mentor teachers and new teachers will meet and establish plans for interaction. The District may provide time for such meetings. Plans may include conferences, visitations, observations, demonstrations, etc.

4. **Training**

a. Mentors may be provided access to local, county, and/or state training as available or as requested.

b. The District will provide training annually to mentor teachers.

ARTICLE 12: REDUCTIONS IN PERSONNEL

A. In the event of a reduction in teaching staff, Michigan State Law applies in all cases.

B. "Seniority" shall be defined as the amount of time an individual has been continuously employed in a certified position within the School District. Such seniority shall be measured from the first day of employment scheduled on the job. Should there be ties in employment dates the following procedure shall be followed to break ties:

1. Date of signing of the teacher first contract of employment, then if a tie exists;

2. Date of formal action of hiring by the Board of Education, then if a tie exists;

3. A drawing shall be held to determine placement on the seniority list. Teachers tied for seniority, as well as a representative of the Board and the Association, shall be present at all drawings.

C. Approved leaves of absence shall not cause an interruption of continuous seniority, although seniority shall not accrue during leaves unless specifically granted in other provisions of this agreement. Seniority shall not accrue for a laid off teacher beyond two (2) years.

D. Within two (2) weeks after a request, the Board shall provide the CEA/JCEA a complete up-to-date seniority list. Said seniority list will rank teachers from the individual with the most amount of service. As deletions and additions occur, the Board will notify the Association.

E. For the purpose of this Article, "qualified" shall be defined as consistent with present state and federal laws with regard to "qualifications" and certification standards.

F. The Board shall inform the Association of the proposed reduction and afford the Association access to the Administration for discussion.

G. A laid off teacher shall maintain recall rights for three (3) years. This provision shall be subject to the requirements of the tenure law for tenure teachers.

H. Laid off teachers shall receive first priority in substituting for the School District.

ARTICLE 13: STUDENT DISCIPLINE AND TEACHER PROTECTION

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

whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will provide professional assistance for said student.

B. Each teacher will file a classroom discipline plan with the building principal no later than the second Friday school is in session, if requested. The administration and teacher will sign the plan indicating agreement to its content.

C. If a teacher has good reason to believe that a pupil's conduct in class, subject or activity constitutes conduct for which the pupil may be suspended from a class, subject, or activity, the teacher may suspend the pupil from the class for up to one (1) full school day. The teacher shall immediately report the suspension and the reason for the suspension to the school principal for appropriate action. If that action requires the continued presence of the pupil at school, the pupil shall be under appropriate supervision. As soon as possible after a suspension under this section, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor, school psychologist or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. During a suspension the pupil shall not be returned that school day to the class, subject or activity from which he or she was suspended without the concurrence of the teacher of the class, subject or activity and the school principal. This provision applies to all grade levels. In the case of where the student is in a class for an entire day the i.e. elementary classroom, the suspension applies for the entire time that the student is with the teacher who issued the suspension.

D. The Board shall promulgate rules and regulations setting forth procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents at the commencement of each school year.

E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. Upon the teacher's written request, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

F. If any teacher is complained against or sued as a result of any reasonable action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel to advise the teacher of his/her rights and obligations and shall render all reasonable assistance to the teacher in his/her defense. The Board shall also underwrite the cost of legal counsel to defend the teacher to the extent such cost is covered by the Board's liability insurance.

G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, if the teacher is acting within the guidelines of the discipline code.

H. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, which results from the acts of students or negligence of the Board to properly maintain the premises, as long as the teacher uses preventative measures such as locking rooms

or equipment when not in use and exercising due care. The Board's liability for such loss, damage or destruction of personal equipment shall not exceed fifty dollars ($50.00) unless it or its designee is made aware of the property on the school premises and agrees to liability. In no case will the teacher expect double reimbursement for losses.

I. No action shall be taken upon any complaint by a parent or a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.

J. A teacher, in accordance with the Michigan School Code may use reasonable physical force as may be necessary:

1. To protect the teacher, a student or others from immediate physical injury,

2. To obtain possession of a weapon or other dangerous objects upon or within the control of a student, or

3. To protect property from physical damage.

4. To restrain or to remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions if the pupil has refused to comply with a request to refrain from further disruptive acts.

A teacher shall not threaten to inflict, or cause to be inflicted corporal punishment upon any student, unless it is to address an issue that is covered in numbers 1-4. Corporal punishment means the deliberate infliction of physical pain by any means upon the whole or any part of a student's body as a penalty or punishment for a student's offense. Any teacher who violates the prohibition against corporal punishment shall be subject to disciplinary action. The Board agrees to indemnify against any damages, fines, legal fees, or other costs as a consequence of any act or omission by a teacher authorized by the provisions of this paragraph. An act or omission by a teacher in violation of this paragraph frees the Board of any responsibility to indemnify the teacher.

K. Teachers will be informed of standard rules for student conduct each fall. It is the responsibility of each teacher, with the assistance of the building principal, when necessary, to uniformly enforce said rules.

ARTICLE 14: CONTINUITY OF OPERATIONS

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

B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

C. When weather conditions, mechanical malfunctions and/or other emergencies act to close schools to students, bargaining unit members shall not be required to report to work, provided that teachers may be subject to being called in by the superintendent when conditions permit. Teachers unable to report due to inclement weather shall not be expected to comply.

When such days are rescheduled, pursuant to the State Aid Act, bargaining unit members shall be required to report to work. Neither the closure of schools due to "Acts of God Days," nor rescheduling of such days, shall act to increase or decrease the number of workdays in the school calendar or the amount of compensation due to a bargaining unit member in accordance with their step and level on the salary schedule.

The rescheduling of such "Act of God Days" shall be as is required by the State Aid Act or other state law.

ARTICLE 15: NEGOTIATIONS PROCEDURES

A. The Association shall designate a teacher in each school building as the Association Representative (A.R.) whom shall be the agent of the Association for the purpose of employment relations in the respective school building. The principal and Association Representative may meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure. Matter of employment relations which concern the school system as a whole shall be addressed by the Association President and the Superintendent of schools.

B. Before October 1st of the final year of this contract, the parties shall initiate negotiation for the purpose of entering into a successor agreement.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

ARTICLE 16: PROFESSIONAL BEHAVIOR

A. It is understood and recognized that the teachers shall continue to use the school day for:

1. Careful daily, weekly and semester planning and preparing for their classes.

2. Teaching their pupils.

2. Evaluating pupil progress, working individually and in groups analyzing student achievement data, help in developing the districts school improvement plans and discussing with their colleagues the effectiveness of their own planning and implementation of these plans.

3. Providing professional service to the school and community for the purpose of assisting in the development and implementation of quality education in the system.

4. Reporting their evaluations of pupil progress to the school administration and to the parents of the children whom they teach at appropriate times during the school year.

B. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. If Association representation is not readily available, the Board reserves the right to place the teacher immediately on paid administrative leave if the Board or its designee determines it necessary to preserve the educational environment. The Board's designee and the Association shall meet within two (2) working days to discuss the charge(s) and any pending measures the Board or its designee are considering taking on said pending charges.

C. No teacher shall be reprimanded, or reduced in rank or compensation that is Arbitrary and Capricious. Any such action by the Board or representative thereof shall be subject to the professional grievance procedure except for the termination or demotion (as defined by the Teacher Tenure Act) of a tenured teacher. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

D. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representative which are not inconsistent with the provisions of this Agreement, provided that any teacher may reasonably refuse to perform duties not ordinarily within the realm of teaching duties and responsibilities. Teachers shall be expected to dress in reasonable attire consistent with School Board Policy and Regulation.

E. **Continuing Education**:

1. The Concord Board of Education recognizes the importance of continuing professional growth for teachers and agrees to pay a lump sum of one hundred dollars ($100) to any teacher successfully completing the equivalent of one (1) semester hour of college or university work beyond the required credits for permanent or continuing certification, or fourteen (14) hours per year. This is a one-time payment, and the teacher's request for such payment of these completed semester hours must be accompanied by a transcript of his/her grades. The district will not reimburse for college credit if credit is included in a registration fee that the district is paying.

2. To receive payment under this provision, a teacher must make application, including transcript to verify successful completion of the credit hour, within three (3) months of notification of successful completion of the course for which

reimbursement is requested. Teachers earning hours on a quarterly system rather than a semester system must convert their hours by multiplying the number of hours taken by two-thirds (2/3).

F. The parties support the principle of continuing training of teachers and participation by teachers in professional organizations in the area of their specialization(s). The Board agrees to provide, upon approving the applications, some of or all the funds for teachers who desire to attend selected professional conferences. Travel, meal, lodging, and registration fees shall be deemed appropriate expenses by the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher may reapply to attend the conferences at his own expense. The Board may approve or disapprove applications at its own discretion. In the event the Board requests a teacher attend any conference in connection with this Article, the teacher shall have all pre-approved expenses and fees paid by the Board.

G. The Board recognizes the educational profession's right and responsibility to insist that, relatively, children must be free to learn and teachers free to teach. Thus, no special limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas, except that:

1. The teacher must be acting within his certified area in accordance with accepted course of study.

2. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary, Middle or High School places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learner relationship.

3. The teacher must abide by established Board policy on curriculum.

4. The teacher shall present and cover the fundamental ideas, concepts, and philosophies contained in the texts provided by the Board.

H. All communications obtained by a teacher in the course of his/her professional duties and deemed, by said teacher, to be confidential nature, will not, except with the consent of said teacher, be disclosed to anyone unless said disclosure is required by law.

ARTICLE 17: MISCELLANEOUS PROVISIONS

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

B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulation, or practices of the Board which shall be contrary to or inconsistent with its terms.

D. All teachers covered by this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted by or sold by the District.

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

F. Copies of this Agreement titled "Master Agreement between the Concord Community Schools and the Jackson County Education Association" shall be printed within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed by the Board. The Board shall further, furnish eighty (80) copies of the Master Agreement to the Association for its use. The expense of printing such copies shall be equally shared by the Board and the Association.

G. The Board agrees to enforce, as they pertain to a public school district, the laws of the State of Michigan, with specific attention being given to the Michigan School Code.

H. Each spring all teachers will draw up a list of teaching supplies that are needed for the following year. Supplies will be ordered in accordance with the District wide procedures outlined in Board policy and administrative regulations. Teachers will be informed of funds available for the purchase of teaching supplies upon request.

I. Prior to the end of the school year every teacher will make a list of repairs and/or improvements that they believe are needed in their rooms or teaching stations. The list shall be given to the building principal who will compile the list and post it in the building and forward a copy to the superintendent for consideration by the Board.

J. If an individual school building with Concord Community Schools is placed in the state school district as described in MDL 380.1280c and PA 204 of 2009, the Board recognizes the value of teacher input into any educational redesign plan considered by the District. Furthermore, the District agrees to meet and collaborate with the Association on the development prior to the submission of said plan to the state school reform/redesign officer.

K. An Emergency Financial Manager appointed to the District under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate collective bargaining agreements as provided in Local Government and School District Fiscal Accountability Act.

ARTICLE 18: ANNEXATION, CONSOLIDATION

A. During the life of this Agreement, if annexation, consolidation, or the boundaries of the School District change, the Board agrees to notify the Association in advance so the

Association may bargain the effects of that change on its members prior to implementation.

This agreement shall be binding on any successors to the extent permitted by law.

ARTICLE 19: ADULT AND COMMUNITY EDUCATION

A. Adult Education and Community Education teachers included in the bargaining unit under Article I shall be entitled to only those rights under this Agreement included in Articles 1, 2, 3, 4, 5.C.10, 7.B, 10, 13, 14, 15, 16, 17, 18, 19, and 20.

B. Adult Education and Community Education teachers who are teaching classes that require a certified teacher shall be paid in accordance with Schedule B. Those teachers as defined above shall receive only those benefits prescribed by Schedule B.

C. Adult Education and Community Education vacancies included in the bargaining unit shall be posted for bid and filled pursuant Article 7.B of this Agreement.

D. Failure of a sufficient number of students to enroll in a class shall constitute just cause for canceling the class as well as the employment of the teacher.

ARTICLE 20: DURATION OF THE AGREEMENT

This Agreement shall be effective August 21, 2017 and shall continue in effect through December 31, 2018. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

CONCORD EDUCATION ASSOCIATION/MEA/JCEA

By _____
Brian Couling
President

By _____
Maureen McCallister
UniServ Director
Michigan Education Association

By _____
Melissa Anderson
President
Jackson County Education Association

CONCORD COMMUNITY SCHOOLS
Board of Education

By _____
Dan Funston
Superintendent

8/1/17
Date

***Signatures on file

APPENDIX A

SALARY SCHEDULE
2017-2018

Step	BA	MA or BA + 30	MA + 30 or BA + 60
1	37,684	39,433	41,555
2	38,516	40,796	42,918
3	40,780	42,166	44,289
4	41,715	43,991	46,113
5	43,537	45,821	47,943
6	45,234	47,644	49,766
7	47,189	49,470	51,593
8	49,018	50,521	52,643
9	50,837	54,035	56,157
10	52,980	56,771	58,893
11	56,080	60,413	62,536
12	58,528	62,867	64,990
13	59,538	63,877	66,000

1. All teachers will receive steps or longevity based on the current contract beginning August 21, 2017. The longevity payment for this contract will be distributed in the last check in June 2018. All future longevity payments will be distributed in the last December paycheck (December 2019).
2. The new contract will take effect August 21, 2017 and expire December 31, 2018. All future contracts will run from January 1 to December 31.
3. The district and the CEA will reopen the contract on November 1, 2017 for the sole purpose of discussing possible salary and wage increases for the remainder of the contract term.
4. All future salary and step increases will be negotiated prior to the contract expiration and will take effect on January 1 if the contract has been settled.

Longevity:

16th thru the 20th years of service in the District $300
21st thru the 25th years of service in the District $450
26th thru the 30th years of service in the District $600

The Longevity payments are to be made in the last paycheck in June

APPENDIX B

SCHEDULE B

The listing of any activity under Schedule "B" shall not be interpreted as requiring that the activity will be provided. The following percentages shall be applied to the step of the B.A. Schedule "A" which reflects the years of experience of the teacher in the designated position in the School District, but no higher than the third step of the B.A. Schedule "A". Current individual on Schedule "B" are to be Grand-personed. Grand-personed shall be interpreted to mean: anyone at a B.A. Schedule 4 or 5 at the end of the 03-04 school year will be frozen at B.A. Schedule 4 or 5 respectfully. New positions created by the provisions of this Appendix shall begin at step one of the B.A. Schedule "A".

	%
H.S. Robotics	6
M.S. Robotics	4
E.S. Robotics (2 positions)	1
Club Sponsor (Pre-Approved)	1
Elementary Camp	2
Elementary Student Council	2
Middle School Student Council	5
High School Student Council	5
Safety Patrol	4
Department Head	5
Plays (each approved)	5
H. S. Yearbook	5
M.S. Yearbook	3
H.S. Newspaper	4
H.S. – Debate and Forensics	3
H.S. and M.S. Chess	4
Band	9
Jr. and Sr. Class Advisor	3
Fr. and Soph. Class Advisor	2
Commencement Coordinator	1
6th, 7th and 8th Class Advisor	1
Art Show	3
Mentor	2
Trainer - Fall	6
Trainer -Winter	3
Trainer – Spring	3
7th Grade Quiz Bowl	1
8th Grade Quiz Bowl	1
HS Quiz Bowl	1
HS Quiz Buster	1
FHA	1
Academic Enrichment Coord.	6
National Honor Society	1
S.A.D.D	1

BOYS SPORTS:	**%**
Head Football	14
Assistant Varsity	7
J.V. Football	7
J.V. Assistant	6
M.S. Football	4
M.S. Assistant	4
M.S. Flag Football	2
Head Basketball	14
J.V. Basketball	7
Freshman Basketball	6
7th Grade Basketball	4
8th Grade Basketball	4
Varsity Baseball	8
J.V. Baseball	6
H.S. Track	8
Track Assistant	4
M.S. Track	4
Cross Country- Boys & Girls	12
MS. Cross Country	3
H.S. Wrestling	12
M.S. Wrestling	2
H.S. Golf	6

GIRLS SPORTS:	**%**
Varsity Girls Basketball	14
J.V. Girls Basketball	7
H.S. Cheerleader	6
M.S. Cheerleader	3
7th& 8th Basketball	4
H.S. Golf	6
H.S. Volleyball	14
J.V. Volleyball	7
7th& 8th Volleyball	4
H.S Softball	8
H.S. Track	8

Driver Education (hourly) - B.A. 1 x .00632	
Adult & Comm. Ed. (hourly) -B.A.1 x .00080	
Summer School Teacher	$25/hr
Home Bound Teacher	$25/hr

Curriculum Chairpersons: Two (2) days in district release time per year to perform task related to Chairperson's responsibilities.

APPENDIX C

INSURANCE AND OTHER BENEFITS

A. For the 2017-2018 school year, the Board will pay the Hard Cap for Health Care Coverage as defined by the Michigan Treasury. This cap will be adjusted yearly per the mandates of PA 152. The caps for the 2016 are $6142.11 for Single Health Care coverage, $12.845.04 for 2 Person Health Care Coverage and $16,751.23 for Full Family Health Care Coverage. The employees will be responsible for the cost above the Hard Cap. Those employees choosing to enroll in the Health Care program in 2016-2017 will be a member of the Jackson County Medical Consortium and all the options under the consortium. The current plans are described below as well as PAK B for those members who qualify for the Health Care coverage and choose to not participate. Insurance protection shall be for a full 12 month period for the employee and his/her entire family (as applicable). Employees must elect coverage under the follow options:

PAK A	
HEALTH	**MESSA CHOICES** • $10.00/$20.00 Rx • $500/$1000 Deductible • $20 Office Visit/$25 urgent care/$50 ER co-pays
LONG TERM DISABILITY	• 66 2/3% $7000 monthly max • 90 calendar day modified fill • Freeze on offsets • Alcoholism/drug –treated as other illnesses • Mental/nervous –treated as other illnesses
DENTAL (Delta)	• (80/80/80): • 80: $1200 Annual Max • 80: $1000 Lifetime Max Ortho
NEGOTIATED LIFE	• $30,000 AD&D
VISION	• VSP – 2

PAK B	For Employee selecting <u>not</u> to enroll in Health Insurance
DENTAL (Delta)	• (80/80/80): $1,000 Annual Max; • 80: $1300 Lifetime Max
VISION	• VSP-2 Silver
NEGOTIATED LIFE	• $35,000 AD&D (exempt from 20%)
LONG TERM / DISABILITY	• 66 2/3% $7000 monthly max • 90 calendar day modified fill • Freeze on offsets

PAK C	
HEALTH	**MESSA CHOICES** • Saver Rx • $500/$1000 Deductible • $20 Office Visit/$25 urgent care/$50 ER co-pays
LONG TERM DISABILITY	• 66 2/3% $7000 monthly max • 90 calendar day modified fill • Freeze on offsets • Alcoholism/drug –treated as other illnesses • Mental/nervous –treated as other illnesses
DENTAL (Delta)	• (80/80/80): • 80: $1200 Annual Max • 80: $1000 Lifetime Max Ortho
NEGOTIATED LIFE	• $30,000 AD&D
VISION	• VSP – 2

Pak D	
HEALTH	**MESSA ABC Plan 1** • $1300/$2600 Deductible
LONG TERM DISABILITY	• 66 2/3% $7000 monthly max • 90 calendar day modified fill • Freeze on offsets • Alcoholism/drug –treated as other illnesses • Mental/nervous –treated as other illnesses
DENTAL (Delta)	• (80/80/80): • 80: $1200 Annual Max • 80: $1000 Lifetime Max Ortho
NEGOTIATED LIFE	• $30,000 AD&D

VISION	• VSP – 2

Pak E	
HEALTH	**MESSA CHOICES** • Saver Rx • $1000/$2000 Deductible • $20 Office Visit/$25 urgent care/$50 ER co-pays
LONG TERM DISABILITY	• 66 2/3% $7000 monthly max • 90 calendar day modified fill • Freeze on offsets • Alcoholism/drug –treated as other illnesses • Mental/nervous –treated as other illnesses
DENTAL (Delta)	• (80/80/80): • 80: $1200 Annual Max • 80: $1000 Lifetime Max Ortho
NEGOTIATED LIFE	• $30,000 AD&D
VISION	• VSP – 2

B. The Board shall establish a Section 125 Plan.

C. The Board shall provide for those members selecting Plan B, an additional three-hundred twenty dollars ($320.00) per month for up to twelve (12) members; four hundred twenty dollars ($420.00) per month for thirteen to fifteen (13-15) members; and five hundred dollars ($500.00) per month for sixteen (16) members and above.

D. Bargaining unit members shall be eligible for and shall select either: PAK A, B, C, D, or Eof coverage as set forth above, except as follows:

a. Where spouses are both employed by the Employer, one employee may select PAK A, C, D or E of coverage or PAK B.

b. An employee who for any reason retains group health insurance coverage, with coordination of benefits, from any source other than the health insurance provided by virtue of this Agreement and his/her employment with Employer, shall be ineligible and shall otherwise not receive the health insurance coverage provided herein, unless the coverage provided his/her spouse through the spouse's employment requires such coverage. The employee may select Pak A, C, D or E above if not taking health insurance elsewhere, and shall otherwise be eligible for Plan B above. Every employee shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following form shall be distributed to all employees during the open enrollment period:

Concord Community Schools
Enrollment of Health Insurance

This form must be completed by all eligible employees who are enrolling in health coverage through Concord Community Schools.

I, the undersigned, hereby declare that the health insurance that I receive pursuant to APPENDIX C of the Master Agreement between the Concord Community Schools and the JCEA is the only group health insurance coverage, with coordination benefits, that I retain or am eligible to receive benefits from.

_____
Signature of Employee

Date:_____

Concord Community Schools
Waiver of Health Insurance

This form must be completed by all eligible employees who are waiving health coverage through Concord Community Schools.

I, the undersigned, waive the right to enroll in the group health insurance plans offered by Concord Community Schools for the following reason (check one):

- ☐ I have other coverage through my spouse or other family member.
- ☐ I have other coverage through Medicare or as a retiree from another employer.
- ☐ I have individual coverage through another source that is not employer-sponsored or employer-paid.
- ☐ I have no other coverage but choose not to enroll in the plans offered by Concord Community Schools.

I acknowledge and understand the following:

_____ *Initial*	**I cannot change my election until the next open enrollment period unless I experience certain family status changes recognized by the plan and I exercise my right to re-enroll within 30 days of my change in status.**
_____ *Initial*	**I understand that if I decline coverage for myself and/or my spouse and dependents because of other health insurance coverage, I may be able to enroll myself, my spouse, or my dependents in the plan, if I request coverage within 30 days after my other coverage ends, and meet required guidelines including supplying documented proof of discontinuation of other coverage.**
_____ *Initial*	**I understand that if I have a new dependent because of marriage, birth, adoption, or placement for adoption, I may be able to enroll my dependents and myself within 30 days after the marriage, birth, adoption, or placement for adoption, if I meet required guidelines.**
_____ *Initial*	**I understand that I must provide proof of other coverage by attaching a copy of my insurance card to this form in order to be eligible for the 2017 cash in lieu.**

I am waiving group health coverage and I certify I have been given the opportunity to enroll in group health coverage through Concord Community Schools.

Employee Name_____
(Print)
Employee Signature_____ ***Date*** _____

APPENDIX D

BUS DUTY

BUS DUTY IS NOT:

1. Supervising the loading and unloading of the bus fleet.
2. Riding on a daily bus route.
3. Supervising students on busses until bus drivers arrive.
4. Supervising students on busses during runs for extra-curricular activities.

BUS DUTY IS:

1. Supervising students while on fieldtrips.
2. Supervising students under emergency conditions.
3. Supervising students as a part of a club or activity trip.
4. Assisting students who are incapable of locating their own bus.

APPENDIX E

2017-2018 County Common Calendar

M	T	W	TH	F	Pupil Days	Staff Days		M	T	W	TH	F	Pupil Days	Staff Days
		Aug-17								Feb-18				
	1	2	3	4	0	0					1	2	2	2
7	8	9	10	11	0	0		5	6	7apd	8	9	5	5
14	15	16	17	18	0	0		12	13	14	15	16 1/2	5	5
21p	22p	23 1/2	24	25	3	5		17h	18	19apd	20	21	4	4
28	29	30	31		4	4		26	27	28			3	3
		Sep-17								Mar-18				
				1h	0	0					1	2	2	2
4h	5	6	7	8	4	4		5	6	7c	8	9 1/2	5	5
11	12	13	14	15	5	5		12p	13	14	15	16m	4	5
18	19	20apd	21	22	5	5		19	20	21apd	22	23	5	5
25	26	27	28	29	5	5		26	27	28	29	30h	4	4
		Oct-17								Apr-18				
2	3	4apd	5	6	5	5		2h	3h	4h	5h	6h	0	0
9	10	11	12	13	5	5		9	10	11	12	13	5	5
16	17	18apd	19	20m	5	5		16	17	18apd	19	20	5	5
23h	24	25	26	27	4	4		23	24	25	26	27	5	5
30	31				2	2		30					1	1
		Nov-17								May-18				
		1c	2c	3 1/2	3	3			1	2apd	3	4	4	4
6	7	8	9	10	5	5		7	8	9	10	11	5	5
13	14	15apd	16	17	5	5		14	15	16apd	17	18	5	5
20	21	22h	23h	24h	2	2		21	22	23	24	25	5	5
27	28	29	30		4	4		28h	29	30	31		3	3
		Dec-17								Jun-18				
				1	1	1						1m	1	1
4	5	6apd	7	8	5	5		4	5	6 1/2r	7	8	3	3
11	12	13	14	15	5	5		11	12	13	14	15	0	0
18	19m	20	21	22 1/2r	5	5		18	19	20	21	22	0	0
25h	26h	27h	28h	29h	0	0		25	26	27	28	29	0	0
		Jan-18								Jul-18				
1h	2h	3h	4h	5h	0	0		2	3	4h	5	6	0	0
8	9	10	11	12	5	5		9	10	11	12	13	0	0
15p	16	17apd	18	19	4	5		16	17	18	19	20	0	0
22	23	24	25	26	5	5		22	23	24	25	26	0	0
29	30	31			3	3		30	31				0	0
Total Days for Aug thru Jan					99	102		Total Days Feb thru July					81	82
								Total Days for the Year					180	184

School days - students + staff
h= Holidays for students and staff
p=Staff prof dvpt/no students
After school PD 3-4 PM
1/2r = 1/2 day students & staff/Records day
Conferences 4-8 PM

1/2 = 1/2 School days for students & staff
m = end of marking period
First semester = 82 student days
Second semester = 98 students days to accommodate inclement weather & spring testing