Master Agreement

Between

The Caledonia Community Schools Board of Education

And

The Caledonia Education Association

September 22, 2025 - July 31, 2028

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Article 1 Recognition

Agreement: This agreement is entered into between the Board of Education of the Caledonia Community Schools, hereafter called the "Board" and the Caledonia Education Association, hereafter called the "CEA".

A. The Unit

The unit consists of two (2) categories; those eligible for tenure and those that are not eligible for tenure (Ancillary Staff).

- 1. Staff eligible for tenure under the Tenure Act:
 - a. Full-time and part-time regular education teachers.
 - b. Full-time and part-time special education teachers/itinerant staff.
- 2. Ancillary Staff is defined as: Licensed staff **not** eligible to receive tenure under the Tenure Act:
 - a. Counselors (who do not hold a teaching endorsement)
 - b. Special Education Consultant
 - c. Librarians certified
 - d. Psychologists
 - e. Social Workers
 - f. Speech Therapists (who do not hold a teaching endorsement)
 - g. Occupational Therapists (who do not hold a teaching endorsement)

B. Excluded from the Unit:

Any of the employees in the following positions:

- 1. Substitute teachers;
- 2. Administrators;
- 3. Supervisors;
- 4. Clerical;
- 5. Custodial, maintenance, operations;
- 6. Community Resources;
- 7. Retired, contracted employees;
- 8. Privatized or subcontracted employees;
- 9. Shared-time teachers assigned to teach in non-public schools;
- 10. Third-party contracted employees; and
- 11. All other employees

C. Negotiations

The Board agrees not to negotiate with any organization other than the CEA for the duration of this Agreement.

Article 2 Rights

A. Board of Education Rights

- 1. Establish Policies The CEA acknowledges that the Board, as officially constituted under the laws of the State of Michigan, is responsible for the establishment of policies designed to govern and maintain the school system.
- 2. Powers, Rights and Authority The Board on its own behalf and on the behalf of the electors of the school district, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the following rights:
 - Management and Control Delegate to the executive management and administrative control of the school system and its employees, properties and facilities
 - b. Relationship to Employees To hire all employees, and subject to the provisions of law, to determine their qualifications, the conditions of their continued employment, their dismissal or demotion, and to promote and transfer (certified and qualified for the assignment) all such employees.
 - c. Additional Rights The Board delegates to its administrative staff the responsibilities of enforcing policies; construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, suspension, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all managerial rights and authority except as limited by law and this agreement.
 - d. Use of Management Rights Specific management rights in this Agreement are not intended to be, nor shall be, restrictive of or a waiver of any rights of management not specifically surrendered herein whether or not such rights has been exercised in the past.
 - e. The right to make reasonable provisions for the health, safety, and first aid of its employees during hours of employment consistent with state and federal law.

B. CEA Rights

- 1. Nondiscrimination of Rights The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in, or association with the activities of any employee association.
- 2. Religious and Political Discrimination Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds of any discipline or discrimination with respect to the employment of the employee. However, the CEA recognizes that it is the employee's responsibility to fulfill his/her employment obligation.
- 3. Use of Facilities and Equipment The Board grants to the CEA and its members the right to use school building facilities after making proper application to the building principal for each use desired. The Board shall provide reasonable use of office equipment and supplies for CEA business, provided such use is in accordance with Board policy and procedure. When possible, bulletin boards in the staff lounge/work

room(s) and other media of communications may be made available to the CEA and its members.

- 4. District Information The Board agrees to make available to the CEA, in response to a written request to the Superintendent, all district information that is available to the constituents of the school district. School records are not to be removed from the office in which they are located.
- 5. Use of School Mail The CEA may use the inter-school mail, email service and teacher mailboxes for communications to the teachers, provided such use is in accordance with Board policy.

<u>Article 3</u> Professional Behavior and Standards

Compliance with Policy – Teachers shall comply with reasonable rules, regulations and directions as adopted by the Board or its representatives, which are not inconsistent with provisions of this Agreement or the law.

Article 4 Protection of Teachers

A. Legal Counsel

If a teacher is sued by reason of disciplinary action taken in accordance with Board policy against the student, the Board will submit a claim to its insurance provider seeking legal counsel and coordinate with legal counsel to provide necessary assistance to the teacher in his/her defense provided the teacher is free of fault. Each teacher has the responsibility to review periodically Board policies and administrative rules and regulations.

B. Injury

If in the case of an assault wherein injury is inflicted on a teacher when the teacher is acting in the line of duty as an employee of the Board and consistent with Board Policy, time lost by the teacher shall not be charged against the teacher's sick leave. However, the teacher shall continue to be paid by the Board except when Worker's Compensation is paid, the Board shall pay the difference between the sum received as a result of Worker's Compensation and the teacher's regular salary at the time of the injury, not to exceed three (3) years. In case of assault (intentionally and willingly causing or attempting to cause physical harm to another through force of violence), as defined by board policy, the teacher must immediately report the assault to the building administrator. This matter will be investigated accordingly.

1. If a student is removed from the class due to an alleged assault on a teacher, the teacher who was allegedly assaulted may request a meeting or communication from the principal regarding the student's status, and the principal shall hold the meeting as soon as reasonably possible.

C. Reimbursement for Loss

The Board will reimburse teachers to a maximum of \$350 for any loss, damage, or destruction of clothing or personal property, not covered by the teacher's personal insurance, while on assigned duty and when the loss does not result from any fault on the part of the teacher. The teacher will submit receipts for reimbursement of personal property and be reimbursed the depreciated value of the property up to the maximum amount.

D. Insurance Compensation

Any monies paid by the Board under this Article are to be less any amount received by a teacher as a result of a personal insurance policy (i.e. no double compensation).

E. Further Compensation

The Board assumes no loss to teachers due to vandalism, fire or theft except when a teacher brings a valuable instructional material to school to use in the classroom and registers it properly with the central office through the principal. Then the teacher must process a claim through his/her personal insurance company, and if no coverage is provided or if it is not completely covered by this method, the Board agrees to process the cost of the material vandalized only, provided existing safeguards available were used to protect the property. Money, jewelry, i- i-phones, i-pads, cell phones, and other personal devices are not covered.

F. Complaints

If the District receives a complaint against a teacher that warrants a formal investigation, the teacher and Association will receive notice of the allegations, and the teacher will receive an opportunity to respond to the allegations. Consistent with Michigan law, if the teacher receives written discipline that is included in the teacher's personnel file, the teacher may submit a rebuttal statement to be included in the teacher's personnel file.

Article 5 Working Schedules and Working Conditions

A. Hours

- 1. The normal workday for teachers will not exceed seven (7) hours and twenty (20) minutes. It is understood that the twenty (20) minutes will be part of the normal workday, but will be counted as non-instructional time for teachers.
 - a. Teachers are not expected to supervise students outside of the contractual workday except for emergencies.
- 2. Each school building has the responsibility of ensuring that within the specific required by contract, that enough instructional time will be allocated to total 1,098 hours for the school year, not including professional development time. This section is subjected to negotiations in order to meet any increases in state mandated instructional hours.

B. Staff Meetings

Attendance at staff meetings is compulsory. The meetings shall be scheduled by the building administration with the schedule shared with the building staff prior to the first day of school for one (1) hour in duration for a total of one (1) hour per month. Teachers will be notified of any change in a regularly scheduled staff meeting as soon as possible.

C. Approval for Leaving Early

Any teacher desiring to leave his/her assigned building prior to the completion of his/her daily schedule shall notify his/her immediate supervisor or his/her appointee and get prior approval before leaving.

D. Normal Workday

It is understood that personnel assignments as to days and hours may, of necessity, change periodically during the school year. Part-time teachers will receive prorated planning time based on FTE.

- E. Planning time is a portion of the instructional day when an employee is not responsible for student supervision, but is expected to fulfill other professional responsibilities.
- F. PLC (Professional Learning Community) meeting times and days will be collaboratively decided among the PLC team and communicated to the principal.

G. Elementary Time

- 1. Includes periods of time for: lunch, preparation, student passing, and before and after school supervision.
- 2. Regular Classroom Teacher Planning Time Within the normal workday (A.1) there will be a guaranteed 45 minutes of blocked planning time, with 250 minutes of planning time per week. Upon mutual agreement between the teacher and building administrator, two 45-minute planning periods may be scheduled on one day in exchange for no planning period on another.
- 3. Teaching Specialists Will have planning time equal to that of other elementary teachers, but not necessarily blocked time.
- 4. Part-time Specialist Will be guaranteed the appropriate proration of planning time, but not necessarily blocked. (As an example: A teacher who is a .5 Specialist would receive 125

minutes of planning time per week).

H. Intermediate/Middle School Time

- 1. Includes periods of time for: lunch, preparation, student passing, and before and after school supervision.
- 2. All 5th grade teachers will be guaranteed 45 minutes of blocked planning time, with 250 minutes of planning time per week.
- 3. All 6th-8th grade teachers will receive a planning time of at least 290 minutes per week, with a minimum of 55 minutes per day for planning.
- 4. Planning time for teachers in grades 7-8 may be prorated for modified day schedules for assemblies and up to one (1) hour of seminar per week.

I. High School Time

- 1. Includes periods of time for: lunch, preparation, student passing, and before and after school supervision.
- 2. Assignments to supervised study period shall be considered a teaching period for purposes of this Article.
- 3. Each high school teacher will receive a daily planning totaling of at least 285 minutes per week.
- 4. Planning time for teachers in grades 9-12 may be prorated for modified day schedules for assemblies and up to one (1) hour of seminar per week.

J. Other Times/Periods

- 1. Lunch: All teachers shall be entitled to a duty-free lunch period of no less than thirty (30) minutes in duration.
- 2. Elementary Recess Duties shall be assigned to teachers on a rotating basis.

K. Class Size and Overload Compensation

1.	Class S	Size:	Students
	a.	Young 5	22
	b.	Kindergarten	25
	C.	First and 2nd Grade	26
	d.	Third - Fifth Grade	28
	e.	Sixth through Twelfth Grade	30

- f. Science/Computer Labs: The number of students in class cannot exceed the number of stations/computers available.
- g. Physical Education = 40 students. If the teacher has over 40 students during a class period and a paraprofessional is assigned to the class, the teacher is not eligible for overload compensation.
- h. Vocal Music = unlimited number of students.
- i. Instrumental Music = unlimited number of students.
- 2. Reimbursement for overloads in grades K-12 above the limits (in Article 5, Section K.1.) will begin after the (10th) student day in the fall semester to allow for adjustments to be made

for any potential class size overages. This ten (10) day grace period also applies in the second semester for grades 5-12. Compensation for an overage will be calculated prospectively after the grace period is completed.

- 3. K-4 overload payment per student shall be \$2.50 per hour with a maximum of \$12.50 per day per student. 5th 12th Grade will be paid \$2.50 per class period with a maximum of \$12.50 per day per student.
- 4. It is the responsibility of the teacher to notify the principal in writing of an overload situation in the classroom. The principal shall attempt to alleviate the overload in the classroom or approve overload compensation as per Article 5, Section K.3.
- 5. The attendance roster will be used to calculate compensation for teachers for the duration of the overload. Students of record, regardless of daily attendance, will be used to calculate the overload.
- 6. Overload compensation will be paid at the end of each semester.

L. Additional Course Compensation

- 1. A teacher may teach an additional class for a <u>semester</u> during their scheduled preparation time for compensation. This provision (Section L.) is applicable to the secondary teachers, 5-12.
- 2. The additional class will be assigned by the principal and shall have teacher agreement to teach the class.
- 3. The extra class assignment compensation shall be as follows:
 - a. 9-12: the teacher's individual salary divided by the normal class load (10 classes and 2 preparation period) per year
 - b. 5-8: the teacher's individual salary divided by the normal class load per year.
- 4. The preparation period compensation will be paid at the end of each semester.

M. Substitute Compensation

- 1. All teachers who substitute during their planning periods will receive \$35.00 per planning or one (1) comp hour. Planning periods greater than or equal to 50 minutes will be rounded to 1 hour for compensation purposes. Planning periods less than or equal to 49 minutes will be paid at the actual time worked or granted comp time for actual minutes worked.
- 2. Long-Term, Temporary teachers are defined as employees temporarily hired by the district to fill a temporary teaching vacancy with a minimum duration of 150 school days. Long, Term, Temporary Teachers will be issued a 1-year contract of employment and be afforded all contractual benefits.

N. Working Conditions

1. Materials

The Board will provide copies (exclusively for each teacher's use) of teachers' manuals and texts used in each of the courses the teacher is to teach, and adequate supplies of all such materials required in daily teaching.

2. Notification

Teachers will be notified of their tentative programs for the coming school year as soon as

practical. Anything unusual or special about the coming year will also be explained then.

3. Copying Facilities

The Board agrees to make available copying and duplicating facilities to aid teachers in the preparation of instructional material.

4. Storage

The Board will provide a separate desk with a lockable drawer space for each teacher in the District. Also, suitable space for each teacher to store coats, overshoes, and to lock personal items will be provided.

5. Telephone Usage

Telephone facilities shall be made available to teachers for their reasonable use. Personal long-distance calls will not be charged to the district.

6. Unsafe Conditions

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Teachers shall report any unsafe conditions immediately to their principal.

7. Teacher Workload

A reasonable effort will be made to distribute teacher workload based on individual student needs. If a teacher believes that their workload is inequitable, they may request a meeting with the principal and CEA representative to discuss whether other alternatives are available.

- O. Working Rules for Ancillary Staff Who Are Not Subject to the Teachers' Tenure Act
 - 1. Layoff and Recall of Ancillary Staff:

Should substantial and unforeseen changes in student population, economic situations, or other conditions that make necessary a general reduction in the number of ancillary staff employed by the Board, the Board shall apply the following order of reduction in ancillary personnel:

- a. Voluntary lay-off of temporary personnel.
- b. Least seniority, in the category (Counselor, Certified Librarian, Psychologist, Social Worker, or Speech Therapist, Occupational Therapists, Physical Therapists, Student Support Specialist).
- 2. Seniority shall be defined as the length of continuous years of service to the Caledonia School district within the bargaining unit after individual approval of the member by the Board Hired Date.
- 3. The following list will be used as the determining factor for seniority:
 - a. Shall not be pro-rated for part-time employees.
 - b. Shall not accrue while on lay-off or leaves of absence.
 - c. Shall be frozen for ancillary staff that takes leave from the unit to occupy another position (i.e. administrator, position that grants tenure) in the school district.

4. Recall

- a. Ancillary staff shall be recalled in inverse order of lay-off to vacancies within their category (as described in Article 1, Section A.2.), which they are certified (licensed, etc.) and qualified.
- b. Ancillary staff failing to respond to written notice of recall within ten (10) business days of receipt of such notice shall be considered to have voluntarily resigned.
- c. Evaluation Each individual shall be evaluated on an annual basis using State of Michigan criteria or that which is jointly developed by the Ancillary Staff and the

Administration.

- P. Layoff and Recall of Staff eligible for Tenure:
 - 1. Teacher layoff and recall will be based on:
 - a. Licensure, certification, and other relevant approvals.
 - b. Evaluation: The three (3) year average of numerical evaluation scores.
 - c. Discipline: Any disciplinary actions or "unprofessional conduct" during the last three (3) years.
 - d. Attendance: Attendance for the last three (3) years where absences are more than 10%. Family Medical Leave (FMLA) and/or ADA leave will not be considered.
 - e. Recency of relevant teaching experience or relevant training.
 - f. The ability to fill a vacated position will be considered.
 - 2. Seniority may be considered as a tiebreaker when all other factors are equal.
 - a. Seniority is not subject to the grievance procedure.

Q. Vacancies/Transfers:

- 1. At the conclusion of each academic year, vacancies will be posted internally for five (5) days.
- 2. Bargaining unit members may apply for the vacant position.
- 3. Building principals and the human resource director will review the applications and selection decisions will be based on:
 - a. Certification;
 - b. Endorsement;
 - c. Previous evaluation ratings;
 - d. District provided professional development participation;
 - e. Training and academic preparation;
 - f. Recency of relevant and comparable teaching experiences;
 - g. Discipline record
 - h. Attendance and punctuality;
 - i. Rapport with colleagues;
 - i. Rapport with students and parents;
 - k. Other relevant factors or qualifications as determined by the Superintendent or designee.
- 4. Family Medical Leave (FMLA), ADA Leave, bereavement and personal leave, and any other state or federally protected leaves will not be considered in the application for vacancies/transfers.

R. Professional Development

- 1. The District will provide not less than thirty (30) clock hours of professional development to teachers each year, and will provide reasonable assistance to a teacher in recording and submitting documentation to the MDE for purposes of advancing or renewing a teaching certificate. The teacher shall be held responsible for applying and submitting documentation to MDE.
- 2. Any approved professional development above a teacher's FTE will be compensated at \$30/hour.

S. FOIA

The Board will comply with FOIA. Upon the District receiving a FOIA request for a teacher's personnel file, or any portion thereof, the District shall notify the teacher and the Association by email or telephone and shall provide a copy of the FOIA request and any other communications with the requester if the teacher or Association requests a copy. The teacher may request and receive a copy of the public records disclosed under FOIA. If the teacher indicates that he/she will challenge the FOIA request, the Board will take the maximum time allotted to respond to the request.

T. Personnel File

Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the CEA may, at the teacher's request, accompany the teacher in this review. Confidential information shall be excluded. No material may be removed, or adverse materials added, from the teacher's file without first informing the teacher and specifying the material removed. The teacher may request, in writing, the removal of any document. The removal will be done at the discretion of the supervisor in consultation with the Superintendent.

Article 6 Leaves of Absence

A. Paid Sick Leave

- 1. Each teacher shall be granted eleven (11) days for absences caused by illness or injury.
- 2. Unused sick leave days may accumulate as per Article 12 and Table A.
- 3. The maximum number of days that may be accumulated for severance pay is as Article 12 and Table A.
- 4. The building principal or Superintendent must approve each day of absence.
- 5. Sick Day Use Sick leave may be used for personal illness of the employee, the employee's spouse, children, or parents and other individuals residing for an extended period of time in the employee's household, and for persons for whom legal responsibility has been assigned.
- 6. For full time employees, up to a maximum of 72 hours of sick time, depending on how many hours the employee is eligible for, may be used for an ESTA purpose as provided under that law. This language is not intended to provide more benefits to employees as is provided under ESTA. Part time employees will receive prorated paid leave time.
- 7. The teacher may be required to present a physician's statement of illness or injury at the request of the building principal or Superintendent consistent with state and federal law.

B. Paid Personal Leave

- 1. The Board shall allocate three (3) days for personal business. The three (3) days of leave aren't accumulated year to year as personal days, but if unused will accumulate as sick days. Notification to convert the personal leave days to sick leave days is the responsibility of the teacher and must be submitted (district form) on the last teacher day of school.
- 2. Unacceptable use of personal days: first or last day of school, parent-teacher conference days, in-service/professional development days, or during the final exams or State mandated testing periods.
- 3. Use of personal days for working days preceding or following a vacation period or holidays are capped at 5% of the teacher membership in the building. The 5% is for a combination of personal days and comp time and not 5% for each category.
- 4. If a teacher has a personal day scheduled and the district has a snow day or other "Act of God" day, the teacher won't lose the day.
- 5. If a teacher is scheduled to attend a conference and the district has a snow day or other "Act of God" day, the teacher is expected to make a reasonable attempt to attend the conference.
- 6. Notification, in writing, shall be made to the building principal five (5) working days in advance of the anticipated absence. In case of an emergency, the five (5) days notification period may be waived by the Superintendent/and or Principal, however, notification shall be made as soon as possible.

C. Compensatory Time (comp time)

- 1. Comp time may be granted for the following duties: Subbing during planning time, lost planning time due to missed or cancelled electives, performing other duties approved by the Superintendent or his/her designee.
- 2. Comp time does not accrue and must be used in the school year it was earned. Redemption forms for comp time must be submitted by the last school day of the academic year.
- 3. The redemption of earned time is: one (1) day is equal to seven (7) hours of comp time and is follows:
 - a. The teacher may elect to be paid \$35.00 per hour.
 - b. The teacher may elect to convert the comp time to sick leave days (conversion must be in increments of a full day). Up to five (5) comp days may be rolled over into sick leave for the following year.
 - c. Up to three (3) comp days may be used in the year the comp days are earned.
 - d. Comp time may only be used in half (1/2) or full day increments.
- 4. Unacceptable use of comp time: first or last day of school, parent-teacher conference days, inservice/professional development days, or during final exams or State mandated testing periods.
- 5. The number of bargaining unit employees in a building using comp time on any contractual work day cannot exceed 5%. Use of comp time for working days preceding or following a vacation period or holidays are capped at 5% of the teacher membership in the building. The 5% is a combination of personal days and comp time and not 5% for each category.
- 6. If a teacher has comp time scheduled and the district has a snow day or other "Act of God" day, the teacher won't lose the time.

D. Paid Leaves

Leaves of absence, with pay and not charged against sick leave, will be made available for the following reasons. The building principal or Superintendent must approve each day of absence.

1. Jury Duty

If a teacher is called for jury service, he/she may serve. Salary payments will continue normally and any money paid for jury duty (except mileage) is to be given to the payroll department of the school district.

2. Bereavement Leave

Up to five (5) days per school year may be used due to the death in the immediate family. This leave for the immediate family isn't charged against accumulated sick leave. Immediate family includes parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, in-laws, spouses and individuals residing for extended periods of time in the household. One (1) of the five (5) days may be used to attend the funeral of someone not in the immediate family. At the district's discretion, additional days may be granted. Bereavement days are not cumulative.

3. Witness

Court appearance as a witness in any case connected with the employee's employment with the school or whenever the employee is subpoenaed to attend any proceeding that is directly related to their employment in the district. Teachers may use personal days, compensating

time, or sick days for court appearances that are not connected to their employment with the district.

4. Conferences

Approved attendance at conferences, workshops, or in service meetings related to the employee's work and approved by the supervisor.

5. Association Leave

The Board will provide up to a total of ten (10) days per year for use by the Caledonia Education Association President or his/her designee for Local Association business. The Association agrees the appropriate building principal(s) will know at least ten (10) days in advance of the absence of the leave day(s). The CEA will reimburse the District for substitute costs and the employee's retirement contribution.

6. CEA Days

A total of seven (7) days will be granted to the CEA President or his/her designee for the purpose of attending state or regional conferences of the MEA or association-oriented meetings. The following conditions govern the use of the days:

- a. Three (3) days advanced notice, in writing, must be given to the building principal and Superintendent.
- b. The CEA will reimburse the school district for the substitute teacher's pay and retirement costs.
- c. No time off from regular teaching hours will be granted for conducting CEA business, unless prior approval by the Superintendent.

7. Parental Leave

The District will grant bargaining unit employees five (5) days of paid parental leave immediately following the birth or adoption of a child. Parental leave must be taken concurrently with any eligible FMLA leave or other leave available under this Agreement. If the District employs both biological or adoptive parents, parental leave is limited to the combined total of five (5) days. If the employee does not return to the District's employment after receiving paid parental leave, the employee will repay the District through a payroll deduction the amount paid to the employee under this section. If the employee does not have compensation that may be deducted to repay the leave, the District may seek repayment though other lawful measures.

E. Unpaid Leaves

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

1. Medical

A leave of absence may be granted upon written request to those teachers who are unable to teach because of personal illness or injury, as per the following guidelines:

- a. The maximum length of this leave shall be the duration of the semester/trimester for which the leave is granted and the following semester/trimester. Leave under this provision shall run concurrently with other available leave, including FMLA leave.
- b. At the Board's discretion, such leave may be extended if applied for in writing, fifteen (15) workdays prior to the expiration of the leave, and approved by the Board.
- c. Failure of any teacher, or designated representative, to apply for such unpaid leave prior to using their last available paid leave day shall be just cause for termination of their employment.
- d. If during the school year, any teacher on an unpaid status is absent for more than thirty (30) consecutive workdays (including Christmas break and Spring Break) insurance benefits will be discontinued. However, the teacher may continue insurance at their own cost as per the provisions of COBRA.
- e. Prior to returning to work the teacher must furnish the Superintendent with a

written, signed statement from the attending physician stating that the teacher is capable of returning and performing the full duties of his/her assignment.

f. Failure to report to work (without notification and approval) on the reinstatement date agreed after recovery shall be considered to be voluntary termination of employment.

2. Child Care Leave

The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. Some conditions related to child care leave are as follows:

- a. The teacher shall notify the Superintendent's office in writing at least thirty (30) days prior to the beginning of the leave date. Leave is subject to Superintendent's or designee's approval.
- b. As nearly as possible, the beginning date of the leave of absence shall conform to the beginning or ending of a marking period, semester, or school year.
- c. In the event of a dispute concerning the beginning date of the leave, the teacher shall be entitled to a private hearing before the Superintendent.
- d. Once the beginning date of the leave has been approved by the Board it shall not thereafter be changed, except in the case of emergencies and to be determined on an individual basis.
- e. Sixty (60) days prior to the termination date of the leave, the teacher shall notify the Board of the employee's intent to return to active teaching status unless the leave extends into the summer in which case the teacher shall notify the Board no later than June 1 of their intent to return. The notification of return shall be in writing. Failure to meet the notification requirements and deadlines will result in a voluntary resignation by the teacher.

3. Sabbatical Leave

May be granted at the discretion of the Board in accordance with the school code:

- a. Written notification must be to the Superintendent six (6) months prior to the beginning of the leave.
- b. Upon return from the leave, the bargaining unit members shall be returned to a position equivalent in pay, benefits, hours, other terms and conditions of employment outlined in the CBA.

4. Military leave

Absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States or called to active duty while a member of the Reserve Armed Forces of the United States and is honorably discharged. Teachers on military leave shall be given benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school. Health insurance will be provided by the Board of Education until insurance is given by the military.

5. Family Medical Leave Act (FMLA)

The employer shall grant unpaid leave of up to twelve (12) workweeks for only those bargaining unit members eligible under the law (currently defined as bargaining unit members who have been employed at least twelve (12) months immediately prior to the Leave and who have worked a minimum of 1,250 hours in the previous twelve (12) months immediately prior to the Leave). All paid leave shall run concurrently with FMLA leave.

- a. Upon return from leave, the bargaining unit members shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment outlined in the CBA.
- b. The bargaining unit member shall have the option of first using accrued paid accumulated leave during the Leave. The remainder of any leave time will be unpaid.
- c. Medical, dental and vision benefits will be continued during the Leave under the

same conditions and at the same level as if the bargaining unit member were still at work. A bargaining unit member who does not return to work at the end of the FMLA Leave will be expected to reimburse the District for the medical, dental and vision premiums or expenses, whichever is applicable to the bargaining unit member.

- d. Seniority shall continue to accrue during the FMLA Leave. The bargaining unit member shall have the right to take the Leave on a reduced or intermittent schedule consistent with the FMLA.
- e. Whenever practicable, the bargaining unit member will provide the Assistant Superintendent at least thirty (30) calendar days written notice of the request for the Leave. In non-emergency situations, the bargaining unit member shall complete the forms for a FMLA Leave prior to taking the Leave.

6. General Provisions

a. Medical Statement: Any employee absent for five (5) consecutive days or more may be required to present to the building principal, prior to returning to work, a statement from a Physician indicating that the employee's health is satisfactory to resume normal work duties. If the building principal is in doubt about the employee's health and ability to perform their duties, the principal may send the employee to a Physician of his/her choice for further examination at the expense of the Board. b Violation of Leave: All leaves are considered as time off for protection of the employee. Any employee who willfully violates or misuses this policy on leave with pay or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and further rights under this policy unless reinstated in good standing by the Superintendent. Violation of this leave policy will be subject to disciplinary action up to and including discharge.

Article 7 Sick Leave Donation

A. Purpose:

All employees covered by this agreement may participate in the sick leave donation process or (SLD). The Sick Leave Donation process is intended to complement other provisions of this Agreement for the purposes of medical emergencies, which is restricted to major illness or medical condition that requires prolonged absence. The purpose of this process is to assist employees that have exhausted the days in his/her accumulated sick leave bank and bridge the time/days to eligibility for long term disability. The SLD is not a substitute for purchasing short term disability insurance. SLD will be used according to FMLA and IRS guidelines.

- 1. Eligible members must have exhausted all days in his/her accumulated sick leave bank, including days credited for the current school year.
- 2. Sick days requested are to be used for long term, extended serious medical conditions which must require a doctor's verification statement.
- 3. Non-critical medical conditions will not be considered for Sick Leave Donation.
- 4. The Human Resource Director and CEA president will collaboratively review each request and make the final determination for eligibility.

B. Request Process:

- 1. Members shall submit requests electronically to the Human Resource Director or designee. The request must include a physician's statement along with the purpose of the request and anticipated length of absence.
- 2. The Human Resource Director or designee will review the request and collaborate with the CEA President to make a final determination of acceptance or denial.
- 3. The Human Resource Director will communicate the final decision to the member.
- 4. A unit member is eligible for no more than 20 donated sick days per request.

C. Donation Process:

- 1. The Human Resource Director will distribute an electronic donation form to the bargaining unit members in the building where the requestor works. If the approved number of days is not received at the building level the request will be sent to unit members in all buildings.
- 2. Unit members may donate up to 2 sick days per contract year.
- 3. Members must have accumulated at least twenty (20) sick days in order to contribute sick days.

<u>Article 8</u> Workers Compensation Guidelines

A. Incident Reporting

An employee injured on the job shall report such injury at once to the building principal and the Central Administration Office. All reports must be filed at the Central Administration Office as soon as possible after the incident has occurred but no later than the next working day.

B. Reporting Earnings

Should an employee injury require loss of time and earn the employee workers compensation benefits, said compensation shall be reported, by the employee to the central administration office immediately upon receipt.

C. Limits

An employee cannot collect both worker's compensation and sick leave at the same time. When legally possible an employee will be compensated under the worker's compensation law rather than the employee's accumulated sick leave. Should worker's compensation be less than the employee's regular wage, the difference may be made up through available sick leave benefit, after the expiration of the worker's compensation benefit.

Article 9 Unscheduled School Closings and School Delayed Days

A. Unscheduled School Closings

Teachers need not report to work on days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms (snow days) and other "Acts of God" days: i.e. fires, epidemics, mechanical failure, or health conditions as defined by city, county or state agencies.

- 1. The Association and Board agree to the number of hours/days allowed, for such unscheduled school closings, as defined by the Revised School Code.
- 2. Teachers will receive their regular compensation for unscheduled school closings. However, if the number of hours/days of unscheduled closings exceeds the allowable amount of time by the State, the teachers will work the rescheduled hours/days without additional compensation.
- 3. If an unscheduled school closing occurs on a non-instructional day such as records day, professional development, etc.; the Superintendent shall reschedule the day and the teachers will work the day without additional compensation.

B. School Delayed Days

(Definitions) School starting time is delayed because of weather or other conditions that impede the regular starting time to be followed. A school delay is defined as a delay that is two (2) or more hours in duration.

1. Teachers are required to be at their assigned teaching station twenty (20) minutes prior to the beginning of the rescheduled starting time.

Article 10 Calendar

- A. There will be a maximum of 183 teacher workdays.
- B. 180 Days shall be instructional days. One (1) full day and two (2) half (1/2) days of professional development will be provided during the school year and counted as instructional days. In addition, two (2) half (1/2) day, records days will be part of the 180 days.
- C. One (1) day shall be non-instructional which will be led by building and district administrators (i. e. welcome back meeting, crisis training, building meetings). As part of this day, a minimum of 30 minutes shall be dedicated for the association to meet with its members. The time shall be mutually scheduled in coordination with the district and included in the day's official agenda.
- D. Teachers shall report for not two (2) professional development days which will occur within five (5) work days before the students' first report date.
- E. Teachers shall attend parent/teacher conferences not exceeding 14 hours and 40 minutes.
- F. New bargaining unit employees shall attend not more than two (2) additional days of teacher induction and training prior to the start of the school year for a total of two (2) professional development days and two (2) training days.
- G. Caledonia Community Schools will follow the Kent County calendar for holidays, Christmas break, and spring break.
- H. School year calendars will be set by the Superintendent, with input from the CEA President.

Article 11 Benefits

A. Health Insurance

Effective upon the ratification of this agreement, the Board agrees to pay the maximum statutory annual hard cap amounts (as indicated below) designated by the State Treasurer towards the cost of medical insurance in compliance with Section 3 of the Publicly Funded Health Insurance Contribution Act for all eligible members. The hard cap amounts apply toward the total cost of the medical plan costs during the medical benefit plan coverage year. Employees will pay any cost greater than the statutory cap through payroll deductions. The hard cap amounts will adjust annually on January 1 of each plan year unless PA 54 prohibits increasing employer contributions.

- 1. The District Benefit year runs from January 1 to December 31.
- 2. Applicable benefit deductions for insurance coverage will be payroll deducted over nineteen (19) pay periods beginning in September. Premium contribution by the employee will be paid with pre-tax dollars as per the District's Section 125 Plan.
- 3. Health insurance benefits will terminate on June 30 for those bargaining unit members that retire/resign at the end of a school year.
- 4. Health insurance benefits will terminate on the effective date of retirement/resignation for those bargaining unit members that retire/resign between July 1 and May 31. Insurance costs will be recalculated and adjusted on the members final pay period.
- 5. Employees selecting an insurance plan in which the yearly premium amount is less than the hard cap amount may elect to have the difference placed in the HSA associated with that plan.
- B. Dental Insurance: The Board shall pay the medical benefit plan cost for dental insurance.
- C. Vision Insurance: The Board shall pay the medical benefit plan cost for vision insurance.
- D. Cash-in-Lieu of (CILO)
 - 1. Definition: This is an amount of money allocated to an employee for forfeiture of their health insurance benefits. Other benefit forfeiture does not qualify for CILO.
 - 2. The amount of CILO will be prorated as to the employee F.T.E.
 - 3. CILO will be paid over nineteen (19) pay periods beginning the first pay period in September, provided they present documentation showing they hold medical insurance meeting the coverage and cost conditions in the Patient Protection Affordable Care Act, to the extent required by law.
 - 4. Once an employee selects CILO they may not change to health insurance for that fiscal year.
- E. The CILO for 1.0 FTE employees is as follows.
 - 1. CILO = \$5,600
 - 2. Effective July 1, 2020, married bargaining unit members are not eligible to take two-person insurance and CILO.

- 3. Effective July 1, 2020, no other bargaining unit members can receive insurance and CILO. The class of married employees eligible for CILO and insurance is "closed"
- 4. Married bargaining unit members taking full-family and CILO are "grandfathered" to continue to receive both full family insurance and CILO so long as they continue to take full-family. Married bargaining unit members will lose eligibility for CILO if they switch from full-family to two- person insurance.
- 5. The CILO amount for "grandfathered" bargaining unit members shall be "frozen" at \$5,600.00 and shall not increase even if the amount of CILO increases for other employees.
- 6. CILO will be paid while an employee is on leave and is using earned sick time, comp time, or personal days to receive compensation. Once an employee has exhausted earned leave time (sick leave time, comp time and personal time) or elects to go on unpaid leave, CILO will not be paid.
- 7. CILO will terminate on the effective date of retirement/resignation for those bargaining unit members that retire between July 1 and May 31.
- F. Life Insurance: The Board shall pay the premium for a \$50,000 life insurance policy for the employee.
- G. Long-Term Disability Insurance (LTD): The Board shall pay the premium for LTD Insurance.
 - 1. The LTD Plan shall be for 66 2/3% of the employee's salary with the maximum of \$5,000 per month.
 - 2. It shall be the responsibility of the employee to inform the Board, within thirty (30) days, of any change that may impact his or her insurance status (e.g., marriage; birth or adoption of child).

Article 12 Compensation

A. Wage Schedules - "Appendix-1"

- 1. The Schedule "A-1" is the teaching salary schedule.
- 2. The salary in "A-1" will be prorated as to the teacher's F.T.E.
- 3. Salary Schedule "A-1" is categorized with education increments/lanes: BA, MA, MA+30. To move on the schedule to a higher increment/lane (i.e. BA to MA) a teacher must:
 - a. Accumulate graduate hours from an approved, accredited college or university. C.E.U.s, SCECH and District provided professional development will not qualify for movement on the salary schedule.
 - b. The graduate hours applied to the schedule must be in the teaching major, teaching minor, teaching assignment or courses approved, in writing, by the teacher's principal.
 - c. Only courses taken after the completion of a graduate degree (date of issuance degree was awarded) will count toward the next education increment/lane (i.e. MA to MA+30).
- 4. Newly hired itinerant staff (School Psychologists, School Social Workers, Occupational Therapists, Speech Pathologists) who have graduated from Master's programs requiring 60 or more credit hours for completion/graduation shall be placed on the MA+30 salary lane.

B. Extra-Duty Schedule - "Schedule B"

- 1. Schedule "B" is the extra-duty schedule.
- 2. The Board reserves the right to approve or disapprove a specific extra-duty activity.
- 3. It is the responsibility of the Board to hire qualified individuals.
- 4. New sports, organizations, clubs, or activities not currently listed in Schedule "B", may be added during the term of this contract, with the approval of the Board of Education. No reimbursement will be made prior to Board approval. The CEA will be notified of any additional paid positions.

C. Severance Payment Schedules - "Table A"

- 1. The Schedule "Table A" is the Severance Payments Schedules and is only applicable to members that (1) retire from Caledonia Community Schools through the MSPERS system; (2) are in good standing and employed with Caledonia Community Schools for ten (10) years; and (3) provide notice of retirement to the Human Resources department on or before April 1 of the employee's last school year.
- 2. Bargaining unit employees employed by the District before July 1, 2022, with more than 100 accumulated sick days as of July 1, 2022, shall have their sick days capped at the July 1, 2022 amount for severance payout purposes. If, during the course of the employee's employment, the employee's sick days decrease to 100 sick days or less, the employee can accumulate a maximum of 100 sick days for the purpose of calculating the employee's severance payout.
- 3. Bargaining unit employees employed by the District before July 1, 2022, with 100 sick

days or less as of July 1, 2022, can accumulate a maximum of 100 sick days for severance payout purposes.

- 4. Bargaining unit employees employed by the District before July 1, 2022, will receive a maximum payout of \$10,000 for their sick days upon retirement if they retire with between 101 to 111 sick days.
- 5. Bargaining unit employees with 100 or less sick days after July 1, 2022 will receive retirement severance payments (years of service) as set forth in Table A upon retirement. The retirement severance payments (years of service, Table B) and sick day payout, when added together, is capped at \$10,000. Employees who retire after July 1, 2022 with more than 100 sick days are not eligible for retirement severance payments (years of service) under Table B.
- 6. Years of service will be determined by Board hire date. Any leave of absence of a year or more will be deducted from the total years of service. The years of service schedule is applicable for time in the district and doesn't recognize service in other districts.

D. Credit Experience

- 1. Teachers may be given full credit for experience in other school systems, upon their employment, up to fifteen (15) years of experience.
- 2. The Superintendent shall determine if he/she will grant credit experience.

E. Degree Status Change

- 1. Any changes in the degree status of a teacher that affects teacher's salary must be made upon notification and proof of change by August 1 and February 1. Failure to present proof of grades by August 31 will result in pay adjustment and reverting to the previous lane.
- 2. The change in salary will be effective for the full semester.
- 3. The Degree Status Change Form and Official Transcripts must be received by the Superintendent prior to the due date (as described in Section E.1. of this article) in order to become effective for that period of time.

F. Mentoring

1. The Mentor Teacher will receive a stipend of \$500 for their mentoring services.

G. Travel Reimbursement

- 1. Teachers who are required to travel between schools in the performance of their teaching duties will be reimbursed at the IRS rate per mile
- 2. Other travel reimbursement, such as travel to conferences, shall be paid at the IRS rate per mile. The reimbursement must be approved prior to the travel by the building/program administrator.

H. Tuition Reimbursement

1. The Principal will approve teacher courses for tuition reimbursement prior to the teacher taking the class.

- 2. The district will allocate \$90,000 for each school year under this contract for teacher tuition reimbursement. The allocated funds will be divided by the number of teachers applying for reimbursement (\$90,000 / # of teachers = tuition reimbursement per eligible teacher). There will be only two (2) distributions per academic year. The first distribution will be made on or around 30 January and the second will be made on or around 30 June. Deadlines for submitting reimbursement requests are 15 January and 15 June. The maximum amount per teacher is \$1,600 and may be less as per formula. Unused tuition reimbursement does not roll over to the following school year.
- 3. C.E.U.s, SCECH, and District provided professional development will not qualify for tuition reimbursement nor will count for hours on the wage scale.
- I. Class size and Over Load
 - 1. Class size limits are listed in Article 5.M.
 - 2. Overload Compensation is listed in Article 5.N.
- J. Substitute Compensation
 - 1. Substitute compensation is listed in Article 5.P.

Article 13 Grievance Procedures

A. Any member of the CEA may submit a grievance if there is cause to believe there is a violation of this Agreement. Grievances shall be processed in a timely and orderly manner as described in each step of the grievance procedure. Grievances must cite specific Articles of the Agreement that were allegedly violated; statements of fact which the alleged violation is based, and relief sought by the grievant. The time lines may be extended by a written mutual agreement. Should a teacher or the CEA fail to institute a grievance within the time limits specified, the grievance will not be prosecuted and shall be considered withdrawn. Should a teacher or the CEA fail to appeal a decision within the time limits specified, or should a teacher leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred, and the grievance shall be considered withdrawn. At each step, the grievant may be accompanied by a representative of the CEA. Any expense incurred throughout the grievance procedure shall be borne by the party incurring them.

1. Step 1: Discussion

A member with a grievance shall discuss the grievance, within five (5) working days after the alleged contract violation occurred, with his/her immediate supervisor in an attempt to resolve the grievance.

2. Step 2: Written Form

If the grievance is not settled to the mutual satisfaction of both parties, the grievance must be reduced to writing, signed by the grievant and submitted to the grievant's immediate supervisor within five (5) working days following the date of Step 1 discussion. The immediate supervisor shall respond in writing to the grievant and Union within five (5) working days after receipt of the written grievance.

3. Step 3: Superintendent (or designee) Level

If the immediate supervisor's determination does not settle the grievance it may be submitted to the Superintendent (or designee) within five (5) working days after receiving the written disposition from the immediate supervisor. After investigating the facts of the matter and conferring with both parties, the Superintendent (or designee) shall issue a written disposition of the grievance within ten (10) working days of receipt of the grievance from Step 2.

4. Step 4: Board of Education

If the grievant is not satisfied with the disposition of the Superintendent, he/she may appeal to the Board of Education for review and a decision. The written appeal must be made within five (5) working days following the Superintendent's written disposition. The Board will receive, hear or designate a hearing at the next regular Board meeting if appeal is presented eight (8) working days prior to the meeting.

5. Step 5: Arbitration

No individual employee shall have the right to submit a grievance to Step 5 (arbitration). If the decision in Step 4 (BOE) is unsatisfactory to the CEA, the grievance may be submitted to arbitration by a written notice within thirty (30) calendar days of the Step 4 disposition. The parties shall meet within fourteen (14) calendar days to mutually select an arbitrator. If both parties cannot mutually agree upon an arbitrator a demand for arbitration of the dispute be filed with the American Arbitration Association ("AAA") and the selection of the arbitrator be made pursuant to the rules of and from a panel of arbitrators provided by the AAA.

6. The grievance shall relate solely to the application and interpretation of the terms and conditions of the Master Agreement.

- 7. The parties shall be bound by the rules of the American Arbitration Association.
- 8. The arbitrator shall have no authority to:
 - a. add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement.
 - b. establish salary schedules, but he/she may place a teacher on the correct step of the salary schedule.
 - c. change any practice, policy, or rule of the District.
 - d. hear any grievance previously barred from the scope of the grievance procedure.
 - e. interpret state or federal law, nor rule upon any matter that is a prohibited subject of bargaining under Michigan law.
- 9. The decision of the arbitrator will be final and binding.
 - a. Only one grievance shall be heard by an arbitrator at any one appointment.
 - b. The costs and expenses of the arbitrator shall be shared equally by the parties.
 - c. Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Board's last answer.
 - d. In the case of a grievance involving any continuing monetary liability, the arbitrator shall not award compensation or back pay for any period more than five (5) working days prior to the filing date of the grievance.
- 10. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
- 11. Exclusions: The following issues shall be excluded from the grievance procedure.
 - (a). The discipline or dismissal of a probationary employee or decision not to reemploy.
 - (b). The substance of an employee's evaluation (other than arbitration expressly permitted under Revised School Code Section 1249).
 - (c). Determination of an employee's qualification.
 - (d). Any matter which could be brought within the jurisdiction of the Teachers' Tenure Act.
 - (e). The termination of services of, or failure to re-employ, any teacher to a position on the extra-duty schedule.
 - (f). Any matter that is prohibited or illegal subject of bargaining.
 - (g). Any matter for which there is recourse under State or Federal statutes.

Article 14 Continuity of Operations

A. No Strike

During the terms of this Agreement, neither the CEA nor any person acting in its behalf, nor any individual employee will cause, authorize, support or take part in any strike (i.e., the concerted failure to report to work, or willful absence of any employee from his/her position or stoppage of work or the employee's duties of employment) for any purpose whatsoever. It is further agreed the CEA will not itself and will not request any other organization to place a sanction of any form on the Caledonia Schools.

B. No Reprisals

The CEA will not support the action of any employee taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the full, faithful and proper performance of contractual duties or who refuses to participate in any of the activities of the Article.

C. Violation by CEA

In the event the CEA or any employee(s) or both violate the intent of this Agreement the CEA shall be held liable for any and all damages and/or expenses incurred or suffered by the Board. Further, any employee involved in the violation of this Article may be subject to disciplinary action.

D. Violation by the Board

In the event the Board violates the intent of this Article, the Board shall be held liable for any and all damages and/or expenses incurred or suffered by the CEA.

E. No Lockout

During the life of this Agreement, the Caledonia Board of Education will not "lockout" any member of the CEA in any school of the Caledonia School District.

F. Negotiations

The CEA and the Administration will meet sixty (60) calendar days prior to the expiration of the Agreement to mutually design a meeting schedule for negotiations.

G. Emergency Manager

An emergency manager appointed under the Local Financial Stability and Choice Act may reject, modify, or terminate this Agreement as provided within the Fiscal Accountability Act.

Article 14 Continuity of Operations

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During the terms of this Agreement, neither the CEA nor any person acting in its behalf, nor any individual employee will cause, authorize, support or take part in any strike (i.e., the concerted failure to report to work, or willful absence of any employee from his/her position or stoppage of work or the employee's duties of employment) for any purpose whatsoever. It is further agreed the CEA will not itself and will not request any other organization to place a sanction of any form on the Caledonia Schools.

B. No Reprisals

The CEA will not support the action of any employee taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the full, faithful and proper performance of contractual duties or who refuses to participate in any of the activities of the Article.

C. Violation by CEA

In the event the CEA or any employee(s) or both violate the intent of this Agreement the CEA shall be held liable for any and all damages and/or expenses incurred or suffered by the Board. Further, any employee involved in the violation of this Article may be subject to disciplinary action.

D. Violation by the Board

In the event the Board violates the intent of this Article, the Board shall be held liable for any and all damages and/or expenses incurred or suffered by the CEA.

E. No Lockout

During the life of this Agreement, the Caledonia Board of Education will not "lockout" any member of the CEA in any school of the Caledonia School District.

F. Negotiations

The CEA and the Administration will meet sixty (60) calendar days prior to the expiration of the Agreement to mutually design a meeting schedule for negotiations.

G. Emergency Manager

An emergency manager appointed under the Local Financial Stability and Choice Act may reject, modify, or terminate this Agreement as provided within the Fiscal Accountability Act.

Article 15 Duration

This Agreement shall be effective upon ratification and implementation on September 23, 2025, and shall continue in effect for three (3) school years and will expire on July 31, 2028. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date here indicated. However, upon mutual consent of both parties to the agreement, renegotiations of part or all of this agreement may take place at any time during the terms of this agreement.

Board of Education	Caledonia Education Association (CEA)
Board President	Meluka Jan Gelle CEA President
Superintendent	CEA Vice President
Assistant Superintendent	
Aara Devruis Chief Financial Officer	

\$	Schedule B - E	xtra Duty		
Sport	Step 1 & 2	Steps 3 & 4	Steps 5 & 6	Steps 7 & 8
Baseball/Softball				
Head Varsity (1 Position)	\$5,000	\$5,500	\$6,000	\$6,500
Assistant Varsity (1 Position)	\$3,360	\$3,560	\$3,760	\$3,960
Head JV (1 Position)	\$3,360	\$3,560	\$3,760	\$3,960
Freshman (1 Position)	\$3,120	\$3,320	\$3,520	\$3,720
Basketball				
Head Varsity (1 Position)	\$6,700	\$7,300	\$7,900	\$8,500
Assistant Varsity (1 Position)	\$4,300	\$4,700	\$5,100	\$5,500
Head JV (1 Position)	\$4,300	\$4,700	\$5,100	\$5,500
Freshman (1 Position)	\$4,000	\$4,400	\$4,800	\$5,200
Middle School (1 Position)	\$2,600	\$2,800	\$3,000	\$3,200
Bowling				
Head Varsity (1 Position)	\$3,200	\$3,400	\$3,600	\$3,800
Assistant Varsity (1 Position)	\$1,800	\$2,000	\$2,200	\$2,400
Cheer - Competitive				
Head Varsity (1 Position)	\$4,600	\$5,100	\$5,600	\$6,100
Assistant Varsity (1 Position)	\$3,000	\$3,200	\$3,400	\$3,600
Head JV (1 Position)	\$2,800	\$3,000	\$3,200	\$3,400
Head Middle School (1 Position)	\$2,600	\$2,800	\$3,000	\$3,200
Asst. Middle School (1 Position)	\$2,000	\$2,200	\$2,400	\$2,600
Cheer - Sideline				
Head Varsity (1 Position)	\$3,500	\$3,800	\$4,100	\$4,400
Head JV (1 Position)	\$2,500	\$2,700	\$2,900	\$3,100
Freshman (1 Position)	\$2,200	\$2,400	\$2,600	\$2,800
Middle School (1 Position)	\$2,000	\$2,200	\$2,400	\$2,600
Cross Country				
Head Varsity (1 Position)	\$4,100	\$4,500	\$4,900	\$5,300
Assistant Varsity (1 Position)	\$2,800	\$3,000	\$3,200	\$3,400
Middle School (1 Position)	\$2,600	\$2,800	\$3,000	\$3,200
Asst. Middle School (1 Position)	\$1,400	\$1,600	\$1,800	\$2,000
Dance Team				
Head Varsity (1 Position)	\$3,200	\$3,500	\$3,800	\$4,100
Football				
Head Football (1 Position)	\$6,700	\$7,300	\$7,900	\$8,500
Assistant Varsity (5 Positions)	\$4,500	\$4,800	\$5,100	\$5,400
Head JV (1 Position)	\$4,500	\$4,800	\$5,100	\$5,400
Assistant JV (2 Positions)	\$4,100	\$4,500	\$4,900	\$5,300
Head Freshman (1 Position)	\$4,000	\$4,400	\$4,800	\$5,200
Assist. Freshman (2 Positions)	\$3,900	\$4,300	\$4,700	\$5,100

Golf				
Head Varsity (1 Position)	\$3,900	\$4,200	\$4,500	\$4,800
Head JV (1 Position)	\$2,900	\$3,100	\$3,300	\$3,500
Lacrosse				
Head Varsity (1 Position)	\$5,000	\$5,400	\$5,800	\$6,800
Assistant Varsity (1 Position)	\$3,000	\$3,200	\$3,400	\$3,600
Head JV (1 Position)	\$2,800	\$3,000	\$3,200	\$3,400
Ski Team				
Head (1 Position)	\$3,200	\$3,400	\$3,600	\$3,800
Assistant (1 Position)	\$1,800	\$2,000	\$2,200	\$2,400
Soccer				
Head Varsity (1 Position)	\$5,000	\$5,400	\$5,800	\$6,200
Assistant Varsity (1 Position)	\$3,200	\$3,400	\$3,600	\$3,800
Head JV (1 Position)	\$3,000	\$3,200	\$3,400	\$3,600
Freshman (1 Position)	\$2,800	\$3,000	\$3,200	\$3,400
Swim				
Head Varsity (1 Position)	\$5,000	\$5,500	\$6,000	\$6,500
Assistant Varsity (1 Position)	\$3,700	\$4,000	\$4,300	\$4,600
Dive (1 Position)	\$2,700	\$3,000	\$3,300	\$3,600
Head Middle School (1 Position)	\$2,600	\$2,800	\$3,000	\$3,200
Asst. Middle School (1 Position)	\$1,800	\$2,000	\$2,200	\$2,400
Tennis				
Head Varsity (1 Position)	\$4,000	\$4,400	\$4,800	\$5,200
Assistant Varsity (1 Position)	\$3,000	\$3,200	\$3,400	\$3,600
Head JV (1 Position)	\$2,800	\$3,000	\$3,200	\$3,400
Head Middle School (1 Position)	\$2,400	\$2,600	\$2,800	\$3,000
Asst. Middle School (1 Position)	\$1,800	\$2,000	\$2,200	\$2,400
Track				
Head Varsity (1 Position)	\$5,000	\$5,500	\$6,000	\$6,500
Assistant Varsity (1 Position)	\$3,700	\$4,000	\$4,300	\$4,600
Head Middle School (1 Position)	\$2,600	\$2,800	\$3,000	\$3,200
Asst. Middle School (1 Position)	\$1,800	\$2,000	\$2,200	\$2,400
Volleyball				
Head Varsity (1 Position)	\$4,800	\$5,300	\$5,800	\$6,300
Assistant Varsity (1 Position)	\$3,200	\$3,400	\$3,600	\$3,800
Head JV (1 Position)	\$3,000	\$3,200	\$3,400	\$3,600
Freshman (1 Position)	\$2,800	\$3,000	\$3,200	\$3,400
Middle School (1 Position)	\$2,600	\$2,800	\$3,000	\$3,200
Wrestling				
Head Varsity (1 Position)	\$5,700	\$6,200	\$6,700	\$7,200
Assistant Varsity (1 Position)	\$3,400	\$3,600	\$3,800	\$4,000
Head JV (1 Position)	\$3,300	\$3,500	\$3,700	\$3,900
Head Middle School (1 Position)	\$2,600	\$2,800	\$3,000	\$3,200
Asst. Middle School (1 Position)	\$1,800	\$2,000	\$2,200	\$2,400

Band				
High School	\$4,900	\$6,000	\$6,400	\$6,600
Intermediate/Middle Schools	\$3,500	\$4,300	\$4,600	\$4,900
Orchestra/Choir				
High School/Middle School	\$3,500	\$4,300	\$4,600	\$4,900
Drama				
Director - Per Production (1 Position)	\$2,100	\$2,300	\$2,500	\$2,700
Assistant Director Musical (1 Position)	\$1,400	\$1,600	\$1,800	\$2,700
Department/Grade Level Chairs With S	chool Leaders	hip Responsibili	ties	
High School (7 Positions)	\$2,000	\$2,000	\$2,000	\$2,000
Middle School (7 Positions)	\$2,000	\$2,000	\$2,000	\$2,000
School Leadership Team - Without Dep	oartment/Grade	Level Chair Res	sponsibilities	
Elementary (4 Per Building)	\$1,000	\$1,000	\$1,000	\$1,000
ECC (2 Per Building)	\$1,000	\$1,000	\$1,000	\$1,000
National and Junior National Honor So	ciety			
High School (1 Position)	\$1,200	\$1,400	\$1,600	\$1,800
Middle School (1 Position)	\$1,200	\$1,400	\$1,600	\$1,800
Class Advisor				
Seniors (1 Position)	\$1,600	\$1,600	\$1,600	\$1,600
Juniors (1 Position)	\$1,600	\$1,600	\$1,600	\$1,600
Sophomores (1 Position)	\$1,000	\$1,000	\$1,000	\$1,000
Freshmen (1 Position)	\$1,000	\$1,000	\$1,000	\$1,000
Student Council Advisor				
High School (1 Position)	\$1,600	\$1,800	\$2,000	\$2,200
Middle School (1 Position)	\$1,200	\$1,400	\$1,600	\$1,800
DECA				
Advisor (1 Position)	\$2,200	\$2,400	\$2,600	\$2,800
Assistant Advisor (1 Position)	\$1,400	\$1,600	\$1,800	\$2,800
FFA				
CHS Advisor (1 Position)	\$2,200	\$2,400	\$2,600	\$2,800
CHS Assistant Advisor (1 Position)	\$1,400	\$1,600	\$1,800	\$2,000
DLMS Advisor (1 Position)	\$1,400	\$1,600	\$1,800	\$2,000
Yearbook without class				
High School (1 Position)	\$2,400	\$2,600	\$2,800	\$3,000
Middle School (1 Position)	\$500	\$500	\$500	\$500
Be Nice				
(1 Position)	\$500	\$500	\$500	\$500
Mock Trial				
(1 Position)	\$500	\$500	\$500	\$500
Freshman Mentor Program				
(1 Position)	\$1,000	\$1,000	\$1,000	\$1,000
(11 Soldon)	Ψ1,000	Ψ1,000	Ψ1,000	Ψ1,000

Peer to Peer				
(1 Position)	\$500	\$500	\$500	\$500
Amby				
(1 Position)	\$500	\$500	\$500	\$500
Legion				
(1 Position)	\$500	\$500	\$500	\$500
Science Olympiad				
High School (1 Position)	\$1600	\$1600	\$1600	\$1600
Middle School (1 Position)	\$800	\$800	\$800	\$800
Creative Writing Team Advisor				
High School (1 Position)	\$500	\$500	\$500	\$500
Middle School (1 Position)	\$500	\$500	\$500	\$500
E-Sports				
High School (1 Position)	\$1600	\$1600	\$1600	\$1600
Elementary Music				
Elementary (1 Position)	\$250	\$250	\$250	\$250

	Sick Day Severance Payment Table A	t
Sick Day Payment Range of Accumulated Days	Per Day Pay	Payment Amount
1 – 15	\$15	\$15 - \$225
16 -30	\$35	\$560 - \$1,050
31 - 50	\$55	\$1,705 - \$2,750
51 - 75	\$75	\$3,825 - \$5,625
76 - 100	\$85	\$6,460 -\$8,500
101 - 125	\$90	\$9,090 - \$11,250
126 - 150	\$95	\$10,710 - \$12,750
151 - 175	\$100	\$15,100 - \$17,500
176 - 200	\$105	\$18,480 - \$21,000
201 - 225	\$110	\$22,110 - \$24,750
226 +	\$115	\$25,990 +
Year	rs of Service Severance Payn	nent
Variable for the second	Table B	
Years of Service	Pay per Years in the District	Payment Amount
1-10	0	0
11-15	\$25	\$275 - \$375
16-20	\$50	\$800 - \$1,000
21-25	\$75	\$1,575 - \$1,875
26-30	\$100	\$2,600 - \$3,000
31 +	\$125	\$3,875 +

Appendix A Michigan Teacher Evaluation Law

MCL 380.1249 Performance evaluation system for teachers and school administrators; collective bargaining; requirements; posting information about evaluation tools on public websites; establishment and maintenance of list of teacher evaluation tools; rules; rater reliability training; "student learning objectives" and "teacher" defined.

Sec. 1249.

- (1) This section does not prohibit, impair, or limit the right or duty of a public school employer and a collective bargaining representative to engage in collective bargaining over the topic of performance evaluations under 1947 PA 336, MCL 423.201 to 423.217, subject to the requirements in this section and section 1249b. With the involvement of teachers and school administrators, and after collective bargaining, if applicable, with any collective bargaining representative of teachers and school administrators, the board of a school district or intermediate school district or board of directors of a public school academy shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that does at least all of the following:
- (a) Evaluates the teacher's or school administrator's job performance while providing timely and constructive feedback.
- (b) Establishes clear approaches to measuring student growth and provides teachers and school administrators with relevant data on student growth.
- (c) Evaluates a teacher's or school administrator's job performance, using multiple rating categories that take into account student growth and assessment data or student learning objectives metrics. Student growth, assessment data, and student learning objectives must be measured using metrics agreed upon through collective bargaining, if applicable. Before July 1, 2024, the performance evaluation system implemented by a school district, intermediate school district, or public school academy under this section must include the rating of teachers as highly effective, effective, minimally effective, and ineffective. Beginning July 1, 2024, the performance evaluation system implemented by a school district, intermediate school district, or public school academy under this section must include the rating of teachers as effective, developing, and needing support.
 - (d) Uses the evaluations, at a minimum, to inform decisions regarding both of the following:
- (i) The effectiveness of teachers and school administrators, ensuring that they are given ample opportunities for improvement.
- (ii) Development of teachers and school administrators, including providing relevant coaching, instruction support, or professional development.
- (2) The board of a school district or intermediate school district or board of directors of a public school academy shall ensure that the performance evaluation system for teachers meets at least all of the following:
- (a) Except as otherwise provided under this subsection, the performance evaluation system must include at least a year-end evaluation for all teachers. The year-end evaluation must meet all of the following:
- (i) Before the 2024-2025 school year, 40% of the year-end evaluation must be based on student growth and assessment data. Beginning in the 2024-2025 school year, the year-end evaluation must include locally

agreed-on student growth and assessment data or student learning objectives metrics. The student growth and assessment data or student learning objectives metrics must be collectively bargained, if applicable, as determined under subsection (1)(c). Beginning in the 2024-2025 school year, 20% of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics.

- (ii) The portion of a teacher's year-end evaluation that is not based on student growth and assessment data or student learning objectives metrics, as described under subparagraph (i), must be based primarily on a teacher's performance as measured by the evaluation tool developed or adopted by the school district, intermediate school district, or public school academy under subdivision (e).
- (iii) The portion of a teacher's evaluation that is not measured using student growth and assessment data or student learning objectives metrics, as described under subparagraph (i), or using the evaluation tool developed or adopted by the school district, intermediate school district, or public school academy must be based on objective criteria.
- (b) The year-end evaluation must include specific performance goals that will assist in improving effectiveness for the next school year and are developed by the school administrator or the school administrator's designee conducting the evaluation, in consultation with the teacher, and any recommended training identified by the school administrator or designee, in consultation with the teacher, that would assist the teacher in meeting these goals. For a teacher described in subdivision (c), the school administrator or designee shall develop, in consultation with the teacher, an individualized development plan that includes these goals and training and is designed to assist the teacher to improve the teacher's effectiveness.
- (c) The performance evaluation system must include a midyear progress report for a teacher who is in the first year of the probationary period under section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, or who received a rating of minimally effective, ineffective, needing support, or developing in the teacher's most recent year-end evaluation. The midyear progress report must be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve. All of the following apply to the midyear progress report:
- (i) The midyear progress report must be aligned with the teacher's individualized development plan under subdivision (b).
- (ii) The midyear progress report must include specific performance goals for the remainder of the school year that are developed by the school administrator conducting the year-end evaluation or the school administrator's designee and any recommended training identified by the school administrator or designee that would assist the teacher in meeting these goals. At the midyear progress report, the school administrator or designee shall develop, in consultation with the teacher, a written improvement plan that includes these goals and training and is designed to assist the teacher to improve the teacher's rating.
 - (iii) The midyear progress report must not take the place of a year-end evaluation.
- (d) The performance evaluation system must include classroom observations to assist in the performance evaluations. All of the following apply to these classroom observations:
- (i) A classroom observation must include a review of the teacher's lesson plan and the state curriculum standard being used in the lesson and a review of pupil engagement in the lesson. The items described in this subparagraph must be discussed during a post-observation meeting between the school administrator conducting the observation and the teacher.
- (ii) A classroom observation must be not less than 15 minutes but does not have to be for an entire class period.

- (iii) There must be at least 2 classroom observations of a teacher in each school year that the teacher is evaluated. One observation may be unscheduled.
- (iv) The school administrator responsible for the teacher's performance evaluation shall conduct at least 1 of the observations. Other observations may be conducted by other observers who are trained in the use of the evaluation tool that is used under subdivision (e). These other observers may be teacher leaders.
- (v) A school district, intermediate school district, or public school academy shall ensure that, within 30 calendar days after each observation, the teacher is provided with written feedback from the observation.
- (e) For the purposes of conducting year-end evaluations under the performance evaluation system, the school district, intermediate school district, or public school academy shall adopt and implement 1 or more of the evaluation tools for teachers that are included on the list under subsection (4). However, if a school district, intermediate school district, or public school academy has 1 or more local evaluation tools for teachers or modifications of an evaluation tool on the list under subsection (4), and the school district, intermediate school district, or public school academy complies with subsection (3), the school district, intermediate school district, or public school academy may conduct year-end evaluations for teachers using 1 or more local evaluation tools or modifications. The evaluation tools must be used consistently among the schools operated by a school district, intermediate school district, or public school academy so that all similarly situated teachers are evaluated using the same evaluation tool.
- (f) Before July 1, 2024, the performance evaluation system must assign a rating to each teacher of highly effective, effective, minimally effective, or ineffective, based on the teacher's year-end evaluation described in this subsection. Beginning July 1, 2024, the performance evaluation system must assign a rating to each teacher of effective, developing, or needing support based on the teacher's year-end evaluation described in this subsection. An evaluation and feedback concerning the evaluation must be provided, in writing, to the teacher being evaluated. However, if a written evaluation is not provided, the teacher is deemed effective.
- (g) A teacher must not be assigned an evaluation rating and must be designated as unevaluated for a school year if any of the following apply to the teacher:
 - (i) The teacher worked less than 60 days in that school year.
- (ii) The teacher's evaluation results were vacated through the grievance procedure described in subdivision (I).
- (iii) There are extenuating circumstances and the teacher and the school district, intermediate school district, or public school academy agree to designate the teacher as unevaluated because of the extenuating circumstances.
- (h) If a teacher receives a unevaluated designation under subdivision (g), the teacher's rating from the school year immediately before that designation must be used for consecutive purposes under this section.
- (i) As part of the performance evaluation system, and in addition to the requirements of section 1526, a school district, intermediate school district, or public school academy shall assign a mentor or coach to each teacher who is described in subdivision (c).
- (j) The performance evaluation system must provide that, if a teacher is rated as ineffective or needing support on 3 consecutive year-end evaluations, the school district, intermediate school district, or public school academy shall, subject to 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, dismiss the teacher from the teacher's employment. Subject to 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, this subdivision does not affect the ability of a school district, intermediate school district, or public school academy to dismiss a teacher from

the teacher's employment regardless of whether the teacher is rated as ineffective or needing support on 3 consecutive year-end evaluations.

- (k) The performance evaluation system must provide that, if a teacher who is not in a probationary period under section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, is rated as highly effective or effective on the 3 most recent consecutive year-end evaluations, the school district, intermediate school district, or public school academy may conduct a year-end evaluation biennially or triennially instead of annually. However, if a teacher who is not in a probationary period under section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, is not rated as effective on 1 of these biennial or triennial year-end evaluations, the teacher must again be provided with year-end evaluations.
- (I) As used in this subdivision, "teacher" means that term as defined in section 1 of article I of 1937 (Ex Sess) PA 4, MCL 38.71. The performance evaluation system must provide that, for a teacher who is not in a probationary period under section 1 of article II of 1937 (Ex Sess) PA 4, MCL 38.81, and is rated as needing support on a year-end evaluation, the following options must be made available to the teacher:
- (i) The teacher may request a review of the evaluation and the rating by the school district superintendent or intermediate superintendent, as applicable. The request for a review must be submitted in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request, the school district superintendent or intermediate superintendent, as applicable, shall review the evaluation and rating and may make any modifications as appropriate based on the school district superintendent's or intermediate superintendent's review. A written response regarding the school district superintendent's or intermediate superintendent's findings must be provided to the teacher who requested the review by not later than 30 calendar days after receipt of the request for a review and before making any modifications under this section.
- (ii) If the written response from the school district superintendent's or intermediate superintendent's review does not resolve the matter, the teacher or collective bargaining representative may request mediation as provided for in 1947 PA 336, 423.201 to 423.217. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent. Within 15 days of receipt of the request, the school district superintendent or intermediate superintendent must provide a written response to the teacher or collective bargaining representative stating that the mediation will be scheduled as appropriate.
- (iii) If a teacher receives 2 consecutive ratings of needing support, the teacher may demand to use the grievance procedure of an applicable collective bargaining agreement or employment contract that concerns the teacher's second evaluation rating and the evaluation process. If a collective bargaining agreement or employment contract does not contain a grievance procedure that ends in binding arbitration, the teacher may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent. The arbitration is subject to the uniform arbitration act, 2012 PA 371, MCL 691.1681 to 691.1713. The arbitration described in this subparagraph must adhere to both of the following:
- (A) The arbitrator must be selected through procedures administered by the American Arbitration Association in accordance with its rules.
 - (B) The arbitrator must have the authority to issue any appropriate remedy.
- (m) The school district, intermediate school district, or public school academy shall provide training to teachers on the evaluation tool or tools used by the school district, intermediate school district, or public school academy in its performance evaluation system and on how each evaluation tool is used. This training may be provided by a school district, intermediate school district, or public school academy, or by a consortium consisting of 2 or more of these.

- (n) A school district, intermediate school district, or public school academy shall ensure that training is provided to all evaluators and observers. The training must be provided by an individual who has expertise in the evaluation tool or tools used by the school district, intermediate school district, or public school academy that may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. This subdivision does not prohibit a school district, intermediate school district, public school academy, or consortium consisting of 2 or more of these, from providing the training in the use of the evaluation tool or tools if the trainer has expertise in the evaluation tool or tools.
- (3) A school district, intermediate school district, or public school academy shall post on its public website all of the following information about the evaluation tool or tools it uses for its performance evaluation system for teachers:
- (a) The research base for the evaluation framework, instrument, and process or, if the school district, intermediate school district, or public school academy adapts or modifies an evaluation tool from the list under subsection (4), the research base for the listed evaluation tool and an assurance that the adaptations or modifications do not compromise the validity of that research base.
- (b) The identity and qualifications of the author or authors or, if the school district, intermediate school district, or public school academy adapts or modifies an evaluation tool from the list under subsection (4), the identity and qualifications of a person with expertise in teacher evaluations who has reviewed the adapted or modified evaluation tool.
- (c) Either evidence of reliability, validity, and efficacy or a plan for developing that evidence or, if the school district, intermediate school district, or public school academy adapts or modifies an evaluation tool from the list under subsection (4), an assurance that the adaptations or modifications do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process.
- (d) The evaluation frameworks and rubrics with detailed descriptors for each performance level on key summative indicators.
- (e) A description of the processes for conducting classroom observations, collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans.
 - (f) A description of the plan for providing evaluators and observers with training.
- (4) The department shall establish and maintain a list of teacher evaluation tools that have demonstrated evidence of efficacy and that may be used for the purposes of this section. The list must include a statement indicating that school districts, intermediate school districts, and public school academies are not limited to only using the evaluation tools that are included on the list. A school district, intermediate school district, or public school academy is not required to use an evaluation tool for teacher evaluations that is the same as it uses for school administrator evaluations or that has the same author or authors as the evaluation tool it uses for school administrator evaluations. The department shall promulgate rules establishing standards and procedures for adding an evaluation tool to or removing an evaluation tool from the list. These rules must include a process for a school district, intermediate school district, or public school academy to submit its own evaluation tool for review for placement on the list.
- (5) By not later than September 1, 2024, and every 3 years thereafter, each individual who conducts an evaluation under this section or section 1249b shall complete a rater reliability training provided by the school district, intermediate school district, public school academy, or the entity that employs the individual. The training must include at least all of the following:

- (a) A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance.
- (b) Clear expectations for what evaluators should look for when assessing teacher performance, including identifying key behaviors and practices that are associated with effective teaching.
- (c) Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.
- (d) Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
- (e) Ongoing support for evaluators, including feedback and coaching to help the evaluators improve their skills and ensure they are consistently applying the evaluation criteria.
 - (6) As used in this section:
- (a) "Student learning objectives" means measurable, long-term, academic goals, informed by available data, that a teacher or teacher team sets at the beginning of the year for all students.
- (b) "Teacher" means, except as otherwise provided in this section, an individual who has a valid Michigan teaching certificate or authorization or who is engaged to teach under section 1233b; who is employed, or contracted for, by a school district, intermediate school district, or public school academy; and who is assigned by the school district, intermediate school district, or public school academy to deliver direct instruction to pupils in any of grades K to 12 as a teacher of record.