

ARTICLE I. RECOGNITION

- A. The Board hereby recognizes the Arenac-Eastern Federation of Teachers as the exclusive bargaining representative, for all certified teaching personnel, but excluding substitute teachers, superintendent, principal, office, clerical, maintenance and non-certificated operating personnel.
- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Arenac-Eastern Federation as the bargaining or negotiating unit as above defined.
- C. The term "Board" shall include its duly elected representatives.

ARTICLE II. TEACHER RIGHTS

The Union and its members may use available school building facilities for meetings at reasonable hours when those facilities are not otherwise in use for school purposes. The Union and its members shall be provided reasonable access to and use of the e-mail system and available telephone, facsimile, duplication, audio visual, computer, printer and scanner equipment for conducting business of the Union when such is not otherwise in use for school purposes and at times that do not interfere with the professional duties and responsibilities of teachers. The personal offices of administrators and equipment in the personal offices of administrators are excluded from the facilities and equipment available for Union use. Use of District computers and the District e-mail system by the Union

- A. is subject, in all respects, to the acceptable use policy of the District. Notices and activities may not interfere with the scheduled activities of the school district. The District may require the Union to reimburse it for any fees, charges or costs assessed to the District related to the Union's use of the District's equipment and/or e-mail system.
- B. The Board agrees to furnish to the Union, in response to written requests, available information that is relevant and necessary to the performance of its obligations for representation of the bargaining unit in grievances and collective bargaining as required by law. The District may require the Union to pay the costs for providing such information according to the calculation of costs to provide information to a requesting party under the Michigan Freedom of Information Act.

Upon request in writing by the Union, the specified reports will be made available within thirty (30) calendar days, to include but not limited to the following:

- 1. Annual Financial Report for the year ending as of June 30 after completion of the audit.
 - 2. Copy of the budget that has been adopted by the Board
 - 3. List of personnel covered by Master Agreement, including salaries, degree, and years of experience in and out of the system.
 - 4. A copy of the auditors' report for the year ending as of June 30, after completion of the audit.
- C. If the Board creates a new extracurricular position, representatives of the Board will meet with representatives of the Union to negotiate compensation for the position. Said meeting shall occur within two (2) weeks of the creation of the position or at a time mutually arranged by the representatives.

ARTICLE III. BOARD RIGHTS

- 1. The Board of Education does not discriminate against any employee or applicant for employment with respect to hiring, compensation, terms, conditions, or privileges of employment based on genetic information. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee,

based on genetic information. Retaliation against an applicant or employee for engaging in protected activity is prohibited.

The Board shall only acquire and/or disclose genetic information of an employee or applicant for employment as provided by Federal law and regulation.

The superintendent shall appoint a compliance officer whose responsibility it will be to ensure that Federal regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law. S/He shall also ensure that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members.

- A. Such rights shall include, by way of illustration and not by way of limitation, the right to:
- a) The executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its teachers during teacher working hours;
 - b) Hire all teachers and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff, and to promote and transfer all such teachers;
 - c) Establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - d) Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature as described in Board policy;
 - e) Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation; the means, methods, and processes of carrying on the work, including automation or contracting thereof, or changes therein; the institution of new and/or improved methods or changes therein;
 - f) Adopt rules and regulations;
 - g) Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions of sub-divisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
 - h) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from teachers as specifically provided for in this Agreement.
 - i) Determine the policy affecting the selection, testing or training of teachers, providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this agreement.

2. The matters contained in this Agreement and/or the exercise of such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, unless by mutual consent.
3. Nothing in this Master Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the Laws or Constitution of the State. Specifically, the rights and responsibilities as conferred under the School Code and the Tenure Law are preserved.
4. The Board will attempt to prevent students from involvement in Union/Board controversies.

5. The listing of specific management rights in this Agreement is not intended to be, or shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE IV. NEGOTIATION PROCEDURE

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of public education process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matter be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing information and other consequently considering and resolving any such matters. Negotiations under this section are not required except by mutual consent.
- B. Not less than ninety (90) days before this agreement expires, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of teachers employed by the Board of Education.
- C. An initial negotiating meeting shall be devoted to the development of ground rules which shall serve as ground rules for subsequent meeting/s. It is recognized that no final agreement may be executed without ratification by a majority of the Board of Education and by a majority of the Federation of Teachers. Both parties mutually pledge that representatives selected by each shall be clothed with all the necessary power and authority to make proposals and consider proposals in order to reach ratification of an agreement.
- D. If the parties fail to reach an agreement in any such negotiations, either party may request mediation from the Michigan Employment Relations Commission.

ARTICLE V. GRIEVANCE PROCEDURE

- A. A "grievance" is a claim that there has been a violation, misinterpretation or inequitable application of the terms of the agreement and/or conditions of employment.
- B. In the event that an individual believes there is a basis for a grievance, he/she shall first attempt to resolve the grievance with his/her principal and may request to be accompanied by his/her Union representative.
- C. If, as a result of the informal discussion with the principal, a grievance still exists, he/she may request his/her Union representative. The Union representative may invoke the formal Grievance Procedure on the designated grievance form, signed by the grievant. A copy of the grievance form shall be delivered to the principal who will sign and date the original to indicate receiving a copy of the grievance.

Note: When term "days" is used, it shall exclude Saturdays, Sundays and any day school is not in session.

- D. The grievance must be filed within seven (7) days of the alleged violation. The principal shall meet with the Union representative in an effort to resolve the grievance within seven (7) days. The principal shall indicate his/her disposition of the grievance in writing in seven (7) days of such meeting and shall furnish a signed copy thereof to the Union.
- E. If the disposition does not resolve the grievance, or if no disposition has been made within seven (7) days of such meeting, the grievance shall be transmitted to the Superintendent. Within seven (7) days, the Superintendent shall meet with the Union on the grievance and shall indicate the disposition of the grievance in writing within seven (7) days of such meeting and shall furnish a copy thereof to the Union.

- F. If the grievance is not resolved by the disposition of the Superintendent, or no disposition has been made within ten (10) days of such meeting, the Union representative may submit the grievance to the Board of Education. Within seven (7) days a representative/or representatives of the Board shall meet with the Union Representative to discuss the grievance. If the grievance is not resolved by the Board or no disposition has been made within ten (10) days of such meeting, the grievance may be submitted to the State Mediation Service or to Arbitration within ten (10) days of such answer or when such answer was to be given.
- G. If the Union chooses to arbitrate it must give written notice to the Board setting forth specifically the nature of the dispute to be arbitrated and file with the American Arbitration Association (AAA). Neither party shall be permitted to insert any issues into the Arbitration process that have not been brought forth during previous steps of the Grievance Procedure.
- H. The AAA arbitrator shall be selected from a list provided by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing.
- I. a. The Agreement between the Arenac Eastern Federation of Teachers and Board shall be interpreted and applied by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall he/she consider it his/her function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in its practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. In rendering decisions, the Arbitrator shall be limited to deciding whether the Board has violated the express article or sections of this Agreement. The Arbitrator shall have the authority to order, full, partial or no compensation for monetary subjects. The Arbitrator may not grant a grievance which in effect grants the Union that which it attempted to bargain into the agreement but failed to do so.
- b. The arbitrator shall have no power to rule on any of the following:
- (1) The termination of services of probationary employee.
 - (2) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 - (3) The arbitrator has no authority to rule on evaluations.
 - (4) The arbitrator's authority ceases to exist upon expiration of the contract.
- J. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- K. Only one (1) grievance may be submitted to an Arbitrator selected unless by written mutual agreement of the parties. This paragraph does not prohibit the Arbitrator from ruling on the arbitrability of an issue and then the issue.
- L. Decisions of the Arbitrator will be final and binding on both parties.
- M. Fee and Expenses: If a scheduled arbitration case is postponed on less than one (1) week's notice to the other party, the party requesting the postponement will pay any and all Arbitrator charges caused by the postponement. The fee and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of its attendees and/or witnesses called by the other.
- N. The Union will give the Superintendent five (5) working days advance notice of employees it needs to be excused from work to attend the arbitration hearing.

ARTICLE VI. TEACHING HOURS AND CLASS LOAD

- A. The K-12 hours will fall between 7:50 and 3:05 p.m. during the 2010-2011, 2011-2012, and 2012-2013 school years. The Union and the District agree that the arrival time for teachers will be 7:35 a.m. and leaving time will be 3:20 p.m. Teachers are expected to be at their classroom door five (5) minutes prior to the first bell. This time, between 7:35 a.m. and 7:50 a.m. and 3:05 p.m. and 3:20 p.m., will not count as part of the minimum contracted teacher preparation time. This time may be set aside to schedule meetings with parents, students, or other staff. The normal maximum amount of time spent by a teacher instructing students in the classroom shall not exceed a daily average of 380 minutes unless mutually agreed upon by the Board and Union to deviate from this time.
- B. Each middle school/high school teacher with a full-time classroom teaching assignment shall be given minimum preparation time of two hundred sixty-five (265) minutes per week. Middle school/high school teachers will have no less than four (4) preparation time a week. Teachers will not leave the building during the school day without notifying an administrator or designated representative. Assignment to a supervised study period shall be considered a teaching load.
- C. All teachers shall be entitled to a duty-free uninterrupted lunch period; in no event less than twenty-five (25) minutes. Teachers who volunteer for elementary lunch, junior and senior high lunch periods, and junior and senior high hall duty shall be compensated with a paid lunch or compensatory time off at the end of the school day. Should it be necessary to make assignments to the above duties, it shall be on a low seniority rotating basis for no longer than one (1) week at a time.
- D. Each teacher with a full-time classroom teaching assignment in the elementary shall be given minimum preparation time of 250 minutes per week providing that funding exists for special programming. If financial conditions warrant a loss of programming, elementary staff shall be guaranteed no fewer than 225 minutes per week.
- E. No departure from these norms, except in the case of emergency, shall be made without prior consultation with the Union President, Secretary or Vice President. In the event of a disagreement between the representative(s) of the Board and the Union as to the need and desirability of such deviation, the matter may be processed through the Professional Grievance Procedure.
- F. Any teacher that teaches more than normal teaching load set forth in this Article, he/she shall receive additional compensation pro-rated based on normal teaching load. Normal teaching load is considered to be six (6) class periods. If another class is taught the teacher shall receive one-sixth (1/6) of their total salary. Note: Class period is defined as time when an academic class is being taught.
- G. Conditions permitting, two (2) rooms will be made available each period for the use of teachers having an unassigned period. This room will have adequate furniture and area for teacher preparation and/or conference, and shall be free of routine noise and activity.
- H. Teachers will be notified by August 1 by mail of their tentative schedule.
- I. Teachers need to call in sick before 10:00 p.m. the night before, or by 6:15 a.m. the day of. After three times (3x) in a calendar school year of calling in after 6:15 a.m., teachers must report or be deducted a day's pay (four (4) or more occurrences).
- J. Teachers are required to submit a completed sick/personal absence form to the principal or administrative designee within two (2) days of an absence. Failure to comply will result in the loss of one (1) personal day.

- K. Mandatory extended day staff meetings may be scheduled seven (7) times a year at the discretion of the Superintendent and/or designee. The only deviation from these seven (7) meetings will be negotiated with the Federation if the State requires time for full State aid. These meetings will be up to one hour in length with advance notice of at least five (5) school days. If an emergency situation arises, the Superintendent and/or designee may waive the five day notification period. If such notification is not given, mandatory attendance may be waived. High school staff are required to attend the annual honors night assembly, and it will take the place of one mandatory extended day staff meeting.

At the discretion of the Superintendent and/or designee, additional mandatory staff meetings may be called weekly that will not extend the length of the teacher workday.

- L. Every effort will be made to avoid assigning more than five (5) different teaching preps assigned to a teacher without consulting with the teacher.

ARTICLE VII. TEACHING CONDITIONS — CLASS SIZE

- A. The District agrees to exert effort, consistent with availability of facilities and qualified teachers to maintain a ratio approved and recommended by the State of Michigan.

The parties agree that class size will be lowered whenever feasible under the circumstances; i.e., availability of facilities, financial resources, and qualified personnel, to meet the following standards set forth below, except in traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed the maximum:

1. Elementary School	<u>Maximum</u>
Lower Elementary	28
Upper Elementary	30
2. Secondary School	
Art	30
English	30
Speech & Dramatics	30
Social Studies	30
Science	32
Math	32
Foreign Languages	30
Music: Vocal/Instrumental	No Limit
Keyboarding/Computers	32
Physical Education	40
Special Education	15

- B. Elementary teachers (K-5) and all day Kindergarten will be compensated three (\$3.00) additional dollars per student per day if they have a combined enrollment exceeding twenty eight (28) students assigned to their rooms after averaging the state student count days for fall and winter. The compensation will be paid at the close of the school year. If the sixth grade is moved back to self-contained classrooms before this contract expires, they will fall under the definition of “elementary teachers.” Special Education students will be counted in regular classrooms if they are taking academic classes.
- C. The Board and Union recognizes the educationally unsound practice of split elementary grade classrooms, and as such, will strive to avoid creating them. If however, financial conditions warrant their necessity, the following will apply:
 - 1. Teachers (grades K-5) assigned a split-level classroom will have no more than twenty five (25) students assigned to their room. (Based on average of State student count days).

2. Compensation for the increased duties shall be pro-rated at 1/6 of the teacher's salary. Such compensation to be paid only at the close of the school year.

ARTICLE VIII. ASSIGNMENTS BEYOND AND ABOVE TEACHING DUTIES

I. Department Chairs/Lead Teachers

- A. To include, but not limited to Department Chairs/Lead Teachers or other leadership roles as determined by Federation and Board shall have the following qualifications:
 - 1) Tenure in the District
 - 2) Highly qualified in the subject area
 - 3) Have a permanent/continuing certificate
 - 4) Knowledge of curriculum development in their subject area
 - 5) High School – teach two (2) or more hours within area person is chosen to chair
 - 6) Elementary – must be assigned within the last year to an elementary classroom
- B. They will be selected by the Superintendent or his designee by the following procedure:
 - 1) Positions shall be posted
 - 2) Applicants will submit their names in writing
 - 3) When there are two (2) or more applicants, the Superintendent or his designee shall select
 - 4) If there is only one applicant, the Superintendent or his designee may reject or veto the applicant
 - 5) If the veto is exercised or if there are no applicants, the department shall select one (1) person to be the chairman, subject to the approval of the Superintendent or his designee and input from the Union President
- C. Department Chair Duties:
 - 1) The development of department objectives and student outcomes
 - 2) Coordinating selection of textbooks
 - 3) Act as an advisor in orientation of new teachers in their department
 - 4) Act as Liaison between curriculum advisor and Superintendent or his designee
 - 5) Make recommendations for change within the department
 - 6) Assist in teacher selection for their assigned area
 - 7) Under no circumstances shall department chairpersons be empowered with the ability to discipline other bargaining unit members

II. Mentors

A. Mentor Selection

- 1) Mentor teacher assignment shall be voluntary. When there are two (2) or more applicants, the Superintendent or his designee shall make the final decision. Once assigned, the administration, mentor, and probationary teacher will meet to discuss expectations, evaluation procedures, and contractual provisions.
- 2) Only members of the bargaining unit who are tenured may apply or accept a mentor assignment.
- 3) Mentor assignments will be for the duration of the new teacher's probationary period. Should the mentor withdraw from said position or the probationary teacher wishes a change of mentors, the change will be instituted at the end of the school year unless approved by the administration.

B. Mentor Duties

- 1) The mentor duties shall be to assist the probationary teacher to meet classroom expectations. Under no circumstances will the mentor teacher evaluate the performance of a probationary teacher. The mentor's role shall be informative; he/she will not be required to provide any information or criticism or be requested to testify in proceedings regarding the teacher's performance without the consent of the probationary teacher.
- 2) Mentors will be compensated at the rate in Appendix B per full year of mentoring or pro-rated if less than a full year of service is performed. This stipend will be paid prior to the first of July.

**ARTICLE IX. VACANCIES, PROMOTIONS, TRANSFERS & REDUCTION IN PERSONNEL
SENIORITY**

- A. The Board recognizes that it is desirable in making assignment to consider the interests and aspirations of its teachers. The Board shall post or notify each teacher through correspondence that such a vacancy exists. Notification of such vacancies shall be made immediately following the receipt of the resignation of the position. Requests by a teacher for transfer to a different class or position shall be made in writing; one (1) copy shall be filed with the Union. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. Vacancies that arise during the school year may be filled with substitute teachers, from internal or external candidates or by assignment, at the discretion of the Board through the administration.

SENIORITY

- A. Seniority shall be determined by the length of continuous, unbroken service within the bargaining unit and shall be computed from the first day of work beginning with the individual's most recent employment in the school district.
 1. An individual's seniority in the District shall be broken as a result of:
 - a. resignation
 - b. retirement
 - c. discharge for cause
 2. Seniority shall accumulate in full year increments and in one-half (1/2) year increments. To earn one-half (1/2) year seniority a teacher must teach one-third (1/3) to one-half (1/2) of the total contracted days. To earn one full year of seniority a teacher must teach one day more than one-half (1/2) of the contracted days.
 3. Layoff and/or Board approved leaves of absence will not result in a loss of seniority. However, seniority will not accumulate while an individual is laid off or on a Board approved unpaid leave of absence.
 4. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.
- B. On or before November 1, the Board shall prepare a seniority list. This list will provide the name, date of initial workday, length of unbroken service in the District, certification, salary, and dates of any unpaid leaves of absence for each bargaining unit member. Four (4) copies of this list will be submitted to the Union President.

1. Any errors in the list must be indicated in writing to the Superintendent within thirty (30) days of presentation to the Union President. If no errors are presented, the list shall be deemed to be accurate.
2. Any ties in seniority shall be broken by a drawing of lots. All affected individuals are to be notified of the time, date, and place of the drawing. An administrator and a representative of the Union shall be present.
 - a. The determination of an individual's placement on the seniority list by the lottery system is final and not a grievable item under the terms and condition of this Agreement.
 - b. The Union agrees to hold the Board harmless from any and all liability which may arise as a result of changing the definition of seniority in the District and/or the institution of a lottery system to establish an individual teacher's placement on the seniority list.

REDUCTION OF PERSONNEL

- A. In order to promote an orderly reduction in personnel when the educational program and curriculum are curtailed, the following procedure will be used;
 1. NCLB mandates will be complied with in regards to placement of teachers in their areas of certification as long as NCLB legislation is required for the district to obtain full State and Federal funding. Any teacher who has more seniority than another teacher on staff has the right to be placed in a teaching position for which they are certified and qualified. All seniority language remains in effect when not superceded by NCLB.
 2. It is understood that special permits may not be acquired for teachers to teach outside certification.
- B. Prior to layoff of certified staff possible alternatives to resolution of the crisis shall be discussed with the Union and the Board. If layoff of teachers is deemed necessary, the following procedure shall be used:
 1. Teachers who may be laid off shall be given at least sixty (60) days notice before the end of the school year except in the case of financial crisis.
 2. Probationary teachers shall be laid off first.
 - a. A probationary teacher shall not be laid off unless a tenured teacher is certified, qualified, and available to perform the duties of the position the probationary teacher is vacating.
 3. If the reduction of teaching personnel is still necessary, then tenured teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority. Layoffs made pursuant to this Section shall be made in the inverse order of seniority, i.e. those with the least seniority are to be laid off first.

A tenured teacher who is laid-off pursuant to this Article has the right to be placed in a teaching position for which the teacher is certified and qualified to fill, and which is occupied by a teacher with less seniority. For the purposes of this Article *qualified* shall be defined in the following manner:

- a. For placement in a preschool classroom a tenured teacher is qualified if he/she has the certification and endorsement required.
- b. For placement in K-5 grade level elementary classroom position, a tenured teacher is qualified if he/she has elementary certification.
- c. For placement in a middle school (6-8) classroom position, a tenured teacher shall be considered qualified if he/she has certification K-8 or 7-12.

- d. For placement in a high school teaching position (9-12), a tenured teacher is qualified if the teacher has a major or minor in the specific subject area.
- C. Teachers who are laid off during the contract year shall be considered as having completed the contract year for purposes of placement on the salary scale if employed for at least one (1) semester of the school year; otherwise such teachers shall remain on the same salary step upon their return from layoff status. All teachers shall maintain their sick leave benefits and seniority upon re-entrance to the System. Sick leave days and seniority do not accrue while on layoff.
- A teacher may apply for, and if mutually agreed to, receive a voluntary layoff in a situation where the Board of Education has determined that teacher layoffs are necessary.
1. A teacher who is on voluntary layoff and wishes to return the following school year may rescind their voluntary layoff request with sixty (60) day notice before the end of the school year to the Board of Education.
 2. Voluntary layoff teachers will be recalled in line with their seniority, certification, and qualification.
- D. It is expressly understood that the length and continuation of a teacher's employment and the compensation paid thereof is subject to layoff or necessary reduction in personnel. During such layoff or, necessary reduction in personnel, all compensation and other benefits shall cease.
- E. Teachers shall be recalled to work in reverse order of layoff, provided that they are certified in the field to which they are being recalled. When a position is to be filled with a temporary certificate, laid off employees may apply. The Board shall give written notice of recall by sending certified letters to said teachers at their last known addresses. The Board shall give to the Union President, a copy of each recall letter sent to teachers on layoff. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher.
1. Upon receipt of notification of recall to employment, the teacher shall respond in writing to the Superintendent within fourteen (14) calendar days of his/her acceptance or rejection of employment. Failure of the teacher to respond within fourteen (14) calendar days of receipt of the letter shall constitute abandonment of his/her recall rights.
 2. If after mailing the certified letter to the laid off teacher's last known address and there is no signed receipt or response within thirty (30) calendar days, said teacher's right to recall is terminated.
- F. The Board's obligation to recall a tenured teacher laid off under the provision of this Agreement terminates three (3) years from the effective date of layoff. The Board's obligation to recall a probationary teacher laid off under the provision of this Agreement terminates one (1) year from the effective date of layoff.

SELECTION AND RETENTION OF COACHES

1. **Notice of Vacancies.** If a coach has resigned a position or has not been renewed therein by the Administration, it shall be considered that a vacancy exists. When a vacancy(s) does exist, the posting of the position shall be made at least sixty (60) days before the fall season sport; by September 30 for winter sports; January 5 for all spring sports. Reasonable notice must be given by a coach when resigning. All extra-curricular personnel will be on a one (1) year contract basis.
2. **Consideration of Present Staff Applicants.** If no qualified applicants apply from the present staff or if the Administration finds no qualified applicants from the present staff, the Administration may then seek to fill the position by a non-staff person. The Board may fill such vacancies with persons other than present staff when the applicant is better qualified.

3. **Renewal or Termination.** If a person is not to be retained for the following season, he/she will be notified within forty-five (45) days following the completion of his/her season.
4. **Appeal Procedure.** If a coach is not renewed for the following season and wishes to question the decision, he/she may within ten (10) days from the receipt of such notice request a meeting before the Board. The Board shall afford the person a fair, due process hearing, and a chance to present his/her case. The Board shall render a decision to support or overturn same and the Board's decision shall be final and binding.

ARTICLE X. LEAVES WITH PAY

- A. New teachers will be credited with one (1) sick day leave at the beginning of each month, cumulative to twelve days (12) per year. A teacher may accumulate to a maximum of 100 sick days at full pay. After a teacher has used a total of five (5) days within a school year, a consultation may be arranged with the principal and if the teacher continues to use sick days, a doctor's excuse may be required at the teacher's expense.
- B. Sick leave is for employee absences due to illness, accidental injury, or medical appointments. Employees will make every effort to schedule medical appointments outside the working day. Sick leave may be used for other emergency purposes with the approval of the superintendent.
- C. A maximum of five (5) days bereavement leave will be allowed for a death in the immediate family. The immediate family shall be construed to mean spouse, child, father, mother, sister, brother and parent-in-law.

One (1) day leave will be allowed for other relatives. Other relatives will be construed to mean grandparents, brother-in-law, and sister-in-law, aunts and uncles. If additional days are required, a maximum of five (5) sick days may be used. If the other relative lives in the home of the employee, such death shall be classified the same as that of one of the immediate family. The Superintendent in unusual circumstances may grant extension of the leave time.

- D. **PERSONAL LEAVE DAYS:** Personal Leave Days are defined as days, not to be deducted from sick leave, that are used to transact personal concerns on a workday.
 - 1) Three (3) days per year shall be provided to each teacher. In the event any teacher does not use up to two (2) personal leave days, those days may be carried over into the next school year. In no event shall any teacher have more than five (5) days at his/her disposal in a given year.
 - 2) Unused personal leave days in excess of five (5) shall be credited to the teacher's accumulated sick leave.
 - 3) Five (5) consecutive personal leave days may not be used prior to or after a vacation. In addition, five (5) consecutive personal leave days may not be used two (2) weeks prior to the end of a school year.
 - 4) Every attempt must be made to avoid Personal Leave days during Professional Development days.
- E. When an employee is quarantined under any law of the State of Michigan or in case of an epidemic, the employee shall be entitled to sick leave pay during such enforced absences. The Board may require a statement from the attending physician or health officer in connection with any claim made under this rule. Benefit payment expires on the last day of the Contract.
- F. Paid leave will be granted for those absences, which occur when a teacher fulfills a civic obligation, such as jury duty or a court appearance. Any fees received will be deducted from the regular pay. This provision does not apply to any case where the teacher is a party against the school district or is seeking any relief against the school district.

- G. Expenses shall be paid for administratively-approved visitation to other schools, or for attending Board-approved educational conferences or conventions.
- H. A total of five (5) professional leave days shall be approved by the Superintendent, upon request of the Union for the purpose of attending Union meetings or conducting Union business. Except in cases of emergency, the Superintendent will be given five (5) days written notice.
- I. At the beginning of the first year of this Agreement, all bargaining unit members will donate one (1) of their sick days allocated to them in paragraph "A" to a Sick Leave Bank. The Union will have complete autonomous control in establishing the guidelines for the use of these days and the allocation of these days. These days may be used by teachers who have exhausted their cumulative sick leave due to illness and based in the guidelines as developed by the Union. Limited to ninety (90) days per school year for all members.
- J. The Union agrees to notify the Superintendent immediately upon the allocation of days to an individual, informing him/her of the number of days allocated to the teacher. Such days will be considered as part of the Family & Medical Leave Act.

ARTICLE XI. FAMILY LEAVE

(School year is defined as the time between August and June of the following year)

- A. Expectant teachers may elect to receive sick leave payment. Upon application said teacher shall be granted leave with pay for the purpose of childbirth and subsequent care of newborn. For all sick days claimed, the teacher must provide a physician's certificate verifying disability which prevents them from fulfilling their teaching responsibilities.
- B. Teacher may elect to receive unpaid leave for the purpose of childcare not to exceed one year at the discretion of the board. The teacher on leave, in the above conditions, wishing to return to duty at the beginning of the next school year shall file a written request with the superintendent thirty (30) days before he or she elects to return to work. The teacher must make the necessary arrangements with the administration in order to maintain continuity during the absence. The teacher shall be returned to employment in the position for which he or she is certified or qualified for, or was previously assigned whenever possible. The employee and the Superintendent shall clarify in writing, the status of the teaching position prior to the beginning of he or she's leave.
- C. Leave for adoption shall be the same as childbirth provided the adopted child is three (3) years old or younger. Payment for use of sick days for adoptions will be limited to fifteen (15) days per school year total. The leave can be used concurrently or intermittently as needed.
- D. Sick days may be used for illness or other care giving responsibilities for the immediate family. Immediate family shall be defined to include: spouse, children, stepchildren, parents. Others may be included as immediate family at the discretion of the Superintendent. These absence days will be deducted from sick leave days and are limited to 20 days during a school year.
- E. Any days requested over and above the limits in this contract will be taken to the Superintendent for approval. It will be his/her determination if days are to be granted, and if said individual will be granted pay for additional leave.
- F. It is understood that insurance coverage will be continued for the duration of sick days and personal days the employee has accumulated. After said person's leave days, sick or personal have been used said teacher may elect to pay the premium cost to the business office of the school district which will then make the payment of the premiums to the insurance company. COBRA Laws will be followed for payment amounts and the duration of legal time allowed for COBRA to occur.

ARTICLE XII.
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. The deduction of membership dues shall be made from each paycheck beginning with the first (1st) payroll check of the school year. The Board agrees to payroll deduction for Arenac Eastern Federation of Teachers, with deduction to be done over twenty one (21) pays of the school year provided that the payroll clerk is provided with signed authorization cards requesting such deductions. Such authorization shall continue in effect from year to year unless revoked in writing by the bargaining unit member to the Union with indicated copy to business office.
- B. Upon written request by a teacher payroll deductions shall include but not be limited to: credit unions, banks, insurance/s tax sheltered annuities, mutual funds, and any other purposes agreed on by the Board and Union.
- C. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties, or the effective date of this Agreement, whichever is later, join the Union or pay a Service Fee to the Union equivalent to the amount of dues uniformly required of the members of the Union, less any amount not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277 (7), and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union under the procedures provided below. Such amounts shall be remitted to the Union, or its designee, no later than fourteen (14) days following deduction. The procedure in all cases of non-payment of the Service Fee shall be as follows:
1. The Union shall notify the bargaining unit member of the non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.
 2. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Union may request the Board to make such deduction pursuant to Paragraph one (1) above.
 3. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- D. Pursuant to Chicago Teachers' Union vs. Hudson, 106 S. ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Union bargaining unit members. The remedies set forth in the Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall be availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- E. The Union will certify, at least manually to the District, fifteen (15) days prior to the date of the first payroll deduction for Professional Fees, and at least fifteen (15) days prior to the date of the first payroll deduction for Service Fees the amount of said Professional Fee and the amount of Service Fee to be deducted by the District, and that said Service Fee includes only those amounts permitted by the Agreement and by law. The Union also agrees to furnish the District, upon request, with a copy of its current policies and Administrative Procedures regarding objections to political and ideological expenditures.
- F. Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer and assignment authorizing deduction of dues, assessments and contributions in the Union as established by the Union. Such authorization shall continue in effect until revoked. Pursuant to such authorization, the Employer shall deduct one twenty first (1/21st) of such dues, assessments and contributions

from the regular salary check of the bargaining unit member beginning with the first (1st) payroll check of the school year.

- G. The union agrees to defend, indemnify and save harmless the Board of Education, its members and agents against any and all claims, demands, costs, suits and expenses that may result or arise out of by reason of action taken to comply with this Article, provided:
1. The Union shall provide such defense through its own counsel.
 2. The Board gives timely notice of such action to the Union and permits the Union to intervene as a party if it desires.
 3. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.
 4. The Board shall not seek reimbursement for unemployment compensation benefits from the Union if the Board failed to deny and defend against the unemployment compensation claim.
- H. With respect to all sums deducted by the Board, pursuant to authorization of the employee, whether for professional dues or service fee, the Board agrees to promptly disburse said sums upon direction of the Union.

ARTICLE XIII. PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Appendix "B".
- B. Salary provisions are based on the contract year (school calendar). The salary per diem amount is calculated by dividing the teacher's annual salary by the number of days (178 days) the teacher is contracted to work in the school calendar: for 2010-2011 – 174 days, 2011-2012 – 179 days and 2012- 2013 – 179 days. Provisions for additional compensation for certain co-curricular activities are also set forth in Appendix "B".
- C. Salary may be paid in one of three (3) ways:
- 1) Salary may be paid every other Friday (twenty-six {26} payments per year)
 - 2) Salary may be taken in 21 pays every other Friday (no pay during the summer months)
 - 3) Salary may be paid, every other Friday with one lump payment in June remainder of wages for contractual year

Prior to August 15th an employee must submit in writing to payroll 21 or 26 pays. If you choose lump sum option you must submit by 5/15, in writing, your request for a lump sum payment of summer wages.

- D. Pay checks or pay documentation will be mailed to the teacher's home when school is not in session. They will be delivered to the post office before the mail goes out at least one (1) day before scheduled pay day.
- E. Upon initial employment experience maybe granted as follows: Up to five (5) years experience may be granted unless all of the following conditions is applied:
- 1) The area of certification and highly qualified status is in an area of critical need.
 - 2) All of the following parties shall meet and agree this is a necessary certification for the district and sign a statement agreeing upon this fact:
 - a) Superintendent
 - b) Board of Education
 - c) Union

3.) The person applying shall be fully qualified and certified for the said position he/she is applying for and have verification of previous employment in the area of required certification.

If all of the above conditions are met, then the person may be granted up to ten (10) years of experience.

- F. Movement in the salary schedule shall occur in full year increments. To earn one-half (1/2) step on the salary schedule, a teacher must teach one-third (1/3) to one-half (1/2) of the total contracted days. To earn one (1) full step in the salary schedule, a teacher must work one (1) day more than one-half (1/2) of the contracted days.
- G. During the school year email shall be considered as notification of a vacancy. During the summer a vacancy notice will be sent to the Union President, sent in all paychecks and/or pay documentation and posted on the school's web page.
- H. Preparation time for part-time teachers shall be pro-rated in proportion to their teaching load. For instance, at the present a full time load is considered six (6) teaching periods and one (1) preparation period plus time before and after school. If a teacher taught two (2) periods they would have a two-sixths (2/6) or one-third (1/3) assignment and would be responsible for one-third (1/3) of the minutes for the total minutes of a preparation period and before and after school time. The minutes would be determined and a schedule created by the principal with teacher input. Any additional assigned time would be paid at the per diem rate.
- I. No teacher shall be hired above the salary schedule.
- J. The following legal holidays shall be observed and school will be closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving and Christmas Day.
- K. **Backup Classroom Compensation:** If a teacher is absent from a classroom on school business, a backup teacher will be compensated by being credited for that period. Each period accredited will be registered in the principal's office. During the year, when six (6) such credits are earned, they may be used as additional personal leave day. If such credits remain out at the close of school, they will be purchased by the Board at the rate of Twenty Dollars (\$20.00) per credit hour.
- L. **Purchased Sick Leave:** Upon leaving the school system for any of the following reasons:

- 1) Retirement
- 2) Resignation with proper notice given as described in the Michigan Teacher Tenure Law
- 3) Death

The Board will purchase will purchase all remaining sick leave and personal days at the following rates:

- 1) \$15.00 per day for the first four (4) years of service
- 2) After five (5) consecutive years of service the rate will be \$20.00 per day

Payment for unused sick days will be made at the end of the school year. Teachers that remain in the school system, with an excess of 100 days at the close of each school year will be reimbursed for the excess of 100 days at the close of each year at the rate of \$20 per day.

- M. **Longevity Pay:** Years of service is hereby limited to service within the Arenac Eastern School system. Longevity pay will be paid as follows:

15 years service	3% Masters top
20 years service	4% Masters top
25 years service	5% Masters top

ARTICLE XIV. TEACHER EVALUATION

For purposes of evaluation and to accomplish the intent of the Tenure Act, we agree to the following actions. However, if it should be found that any of these practices are inconsistent with the Tenure Act, the Tenure Act prevails.

- A. The teacher's immediate supervisor shall acquaint the teacher with the observation and evaluative procedures and forms within the first two (2) weeks of the school year. Formal observation shall begin after the second (2nd) week of the school year for non-tenured teachers and after the fourth (4th) week of the school year for tenured teachers.
- B. The teacher's supervisor(s) shall be responsible for the observations and evaluations of the work performance of that teacher. The observations and evaluations of each teacher must be completed and signed by both the teacher and the supervisor(s) between the end of the second week of school and April 20th of each year.
- C. There shall be two (2) formal observations and one formal evaluation of each non-tenure teacher per year. Each observation will range in time from a minimum of fifteen (15) minutes to a maximum of a full class period. All monitoring or observation of the work performance of a teacher shall be conducted openly and with knowledge of the teacher. Closed circuit television, public address, or audio systems, and similar devices shall be used only by mutual consent of the principal and the individual teacher. There shall be no electronic monitoring, as described above, of the lounges and workrooms.
- D. Teachers shall be evaluated in accordance with the evaluation requirements provided in the Michigan Teachers' Tenure Act. Comprehensive evaluation tools and evaluation process will be jointly developed by the Arenac Eastern School District and the Union. The tool shall be used to evaluate all teachers, both in terms of providing development and growth for all teachers, and for determination of a teacher's effectiveness.

Consistent with the goal of this Agreement to dramatically improve student achievement, the teacher evaluation tool shall include, but not be limited to those factors that impact student achievement data and the current use of research-based practices.

The evaluation tool and process shall be jointly developed and implemented for the 2010-2012 school year. Until an instrument is developed, there will be an agreed upon instrument used to evaluate teachers.

- E. A teacher may request an additional observation from a different supervisor(s) prior to signing the final observation form. The supervisor(s) shall jointly formulate the evaluation.
- F. The form and process for observation will be standardized. Each teacher shall receive a copy of his evaluation or observation within ten (10) days of its completion.
- G. Any failure to comply with the requirements of the Tenure Act pertaining to teacher evaluation constitutes acceptance of the teacher's performance during the period at issue as satisfactory.
- H. Any adverse evaluation may be appealed through the Professional Grievance Procedure.
- I. Evaluation Form: The evaluation form as found in Appendix E.

ARTICLE XV. SCHOOL CALENDAR

- A. The Association and the Board agree that the teacher work year will consist of scheduled student instruction days and teacher work days as specified in the school calendar (Appendix D), which shall incorporate the days and hours of student instruction and professional development required by state law, at a minimum, and for receipt of full state aid funding by the school district.

- B. The Association and the Board agree that teachers will make-up any cancelled student instruction days and hours necessary for the school district to receive full state aid funding, without additional compensation.
- C. Parent teacher conferences will be held twice per year at times so chosen by both the Union and the Board of Education. Conferences will be held from 5:00 p.m. until 8:00 p.m. School will operate on a regular schedule on the days of the conferences.

ARTICLE XVI. PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with rules, regulations and policies adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. Any teacher breaking this Agreement is subject to a written reprimand within five (5) working days of discovery, but not later than ten (10) working days after occurrence. Any complaint made against a teacher shall be called to said teacher's attention promptly (within five (5) working days). Any complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against said teacher.
- C. A teacher may request to have a witness present from the Union when he/she is being reprimanded, warned, or disciplined for any infraction or discipline or delinquency in professional performance. When a request for such witness is made, no action shall be taken with respect to the teacher until such witness from the Union is present. It is the teacher's prerogative to provide a copy of a letter of reprimand to their Union Representative.
- D. The Board agrees to follow the tenure procedure for discipline with the following steps to be included:
 - 1) Verbal Warning
 - a. If this is in written form it is to be labeled as verbal and a copy given to the teacher
 - b. This step may be skipped if the offense is of a serious nature
 - 2) Written Warning/Reprimand
 - 3) Suspension with pay
 - 4) Suspension without pay
 - 5) Discharge as a final and last resort

Notwithstanding the above, offenses of a sufficiently serious nature, including criminal conduct or representing a threat to the health and/or safety of the student, staff, or community, would allow suspension and/or discharge without regard to the above step progression.

- E. When a written reprimand is given, the teacher is to sign the reprimand acknowledging that he/she has read and received it. One (1) copy is to go into the teacher's permanent file and the teacher is to receive a copy. All reprimands will become a permanent part of the teacher's record; this will be considered in the rehiring of both non-tenured and tenured teachers. Signature acknowledges receipt of form, not necessarily concurrence. Written comments may be provided and/or attached, but all responses must be completed within ten (10) days. Those written comments shall be placed in the file with disciplinary action form.
- F. No teacher shall be disciplined or reprimanded without just cause. All information forming the basis for disciplinary action will be made available to the teacher and to the Union within ten (10) days upon the written request of the teacher.
- G. The teacher accepts responsibility to strive for excellence in teaching and to take advantage of opportunities for continually improving his/her teaching skills and his/her relationship with children.
- H. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency, to plan adequately and to meet as needed with children, parents and/or consultants, both during and after school hours. Every effort will be made to schedule children, parents, and/or consultants during teacher work hours.

I. Personnel Files

1. Employees shall be permitted to inspect all the contents of their personnel file. Only one central file shall exist.
2. Any material not shown to an employee and initialed by him (which initialing shall signify only that the employee has read the material and not that he or she necessarily agrees with the contents) within ten (10) days after receipt shall not be permitted as evidence in any grievance or any disciplinary action against such employee.
3. No evaluations, correspondence, or other material making reference to an employee's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach his/her own comments in their personnel file.
4. Non-attributed statements from nonprofessional sources shall not be included in any file.
5. The date of insertion, the subject, and origin of the material, shall be indicated on each item in the file.

ARTICLE XVII. TENURE POLICY

- A. **RESOLVED** that the provisions of Act No. 4 of the Public Acts of 1937 (Extra Session), as amended, shall become incorporated as a part of the rules and regulations of this Board. A copy of said Act shall be made available at the time of employment to all certificated persons. A copy is kept in the Superintendent's office.
 - B. **RESOLVED** that all rules and regulations established for placing the provisions of this Act into effect shall be approved by the Board of Education of the Arenac-Eastern School District and shall include, in part, the following provisions:
 1. A recommendation by the Superintendent of all certificated personnel seeking employment in the Arenac-Eastern School District.
 2. A written evaluation of the work of such certificated personnel by the Superintendent or a member of the administrative staff.
 - C. **RESOLVED** that all certificated personnel shall be issued written contracts.
 - D. **RESOLVED** that tenure shall apply only to certificated personnel.
 - E. **RESOLVED** that the probationary period for certificated personnel shall be as established under Act No. 4 of the Public Acts of 1937 (Extra Session), as amended.
 - F. **RESOLVED** that no tenured teacher shall be dismissed for arbitrary reasons without just and reasonable cause.
- RESOLVED** that persons hereafter employed by the Board in administrative capacities, including present administrators, shall be employed without administrative tenure in accordance with the provisions of the Michigan Teacher Tenure Act (Act No. 4 of the Public Acts of 1937 [Extra Session]), as amended from time to time.
- H. **FURTHER RESOLVED** that appropriate stipulations to this effect shall be included in all contracts hereafter executed by the Board with such persons.

- I. **RESOLVED** that the non-tenure status of all extra duties of teachers for which extra compensation is paid shall be stipulated in all employment contracts executed by the Board with teachers performing extra duties for extra compensation and all salary notices furnished to such teachers.
- J. **RESOLVED** that tenure shall presume effective evaluation:
 - 1. Prior to employment;
 - 2. Of employment in other school districts;
 - 3. Of employment in the school district of contract.
- K. **RESOLVED** that all documentary evidence used in determining the effectiveness of a certificated employee shall be in writing and properly filed with the Arenac-Eastern School District's Superintendent of Schools.
- L. **RESOLVED** that rules and regulations regarding sick leaves, vacation and personal leaves, leaves of absence, and such other benefits enjoyed by an employee shall be incorporated into the policies of the Board of Education of the Arenac-Eastern School District.
- M. **RESOLVED** that all tenure policy statements made by the Board of Education of the Arenac Eastern School District shall be made available to all personnel effected.
- N. **RESOLVED** that a teacher may be required to have a physical examination prior to and/or during employment as permitted by law at the expense of the Board.
- O. **RESOLVED** that the Michigan Teacher Tenure Act specified in Article VII, Paragraph B., that *"any teacher on permanent tenure whose services are terminated because of a necessary reduction of personnel, shall be appointed to the first vacancy in the school district for which he/she is certified and qualified"*.

ARTICLE XVIII. MISCELLANEOUS PROVISIONS

- A. The contract will be posted on the Arenac Eastern Schools Website in accordance with the state law that all bargaining agreements shall be posted on the District's Website.
- B. If any provision of this Agreement or any application of this Agreement shall be found contrary to law, that part which is contrary to law shall be considered void.
- C. Those policy matters and guidelines set forth in the current Arenac Eastern Student Student Code of Conduct and Teacher's Manual shall, except when in conflict with specific written Board policy, constitute Board policy.

The absence of certain matters or guidelines from the Arenac-Eastern Student Handbook and Teacher's Manual shall not be construed so as to permit student or teacher departure or immunity from customary school practices and procedures.

- D. Any assault on an employee shall be promptly reported to the Administration who shall make arrangements for notifying authorities if the employee wishes to press charges.
- E. If any action is brought against an employee by reason of improper performance of job responsibilities, the Board will provide assistance, which may include legal assistance, to the employee in his/her defense. Assistance to be provided is conditioned upon the teacher's compliance with Board policy and the proper performance of job responsibilities.

F. **Continuity of Operations**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes, which threaten to interfere with such operations.

Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic clause of work interruptions during the period of this agreement. The Union accordingly, agrees that it will not during the period of the Agreement directly or indirectly engage in or assist in any strike, as defined in Section 1 of the Public Employment Relations Act.

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

Failure or refusal on the part of any teacher to comply with any provision of this article shall be cause for disciplinary action ranging from a letter of reprimand up to and including dismissal as deemed necessary by the Board.

G. Rules of Employment:

1. When unable to report for duty, an employee must utilize the automated Intermediate School District substitute system to record an absence.
2. Employees are expected to report in proper attire as defined in Board Policy 3126.
3. The consumption or the possession of alcoholic beverages on school property is forbidden. Employees presenting themselves for work or attending school functions under the influence of alcohol may be subject to immediate discharge.

ARTICLE IXX. EARLY RETIREMENT

- A. Once a teacher is eligible for full retirement benefits (thirty [30] years on MIP, or first year eligible under the Basic Plan), he/she will be offered a one-time retirement incentive based on number of years taught at Arenac-Eastern:

Years at:

<u>Arenac-Eastern</u>	<u>Amount</u>
30	\$17,000
29	15,750
28	14,500
27	13,250
26	12,000
25	10,750
24	9,500
23	8,250
22	7,000
21	5,500
20	4,000

- B. The Board has the option to pay the retirement incentive in equal installments over five (5) years, or it may be changed with teacher input.
- C. Teachers hired after July 1, 1994 will not be eligible for this benefit.
- D. Teachers must retire the first year he/she is eligible for full retirement benefits to collect incentive.

ARTICLE XX. DURATION OF AGREEMENT

THIS AGREEMENT shall be effective July 1, 2010 and shall continue in effect through June 30, 2013. In the event an agreement is not reached before June 30, 2013, all terms of this contract shall be extended until such time an agreement is reached.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 13th day of December 2010 with a retroactive date of July 1, 2010.

WHEREAS, the Board has a statutory obligation pursuant to the Public Employment Relations Act 379 as amended of the Michigan Public Acts of 1965 to bargain with the Union as the representatives of its teaching personnel with respect to hours, wages, terms and conditions of employment.

**ARENAC-EASTERN
BOARD OF EDUCATION**

Jerry Hollenbeck, President
William J. Grusecki, Superintendent

**ARENAC-EASTERN EDUCATION
ASSOCIATION/AFT-MFT**

Elizabeth A. Nester, Chief Negotiator
Tracy Ready, Negotiator

APPENDIX A

EMPLOYEE HEALTH CARE BENEFITS

POC LA1 with mental health covered at 90% and hearing aid/s covered. All rates utilized by BC/BS of Michigan shall be DC rated. The employer will provide coverage for employee, spouse, and dependent children.

Long Term Disability: Effective the first day of January 2003, long term disability insurance protection for teachers shall provide a disability income protection benefit of sixty percent (60%) of the teacher's last effective monthly contractual salary according to Appendix B, Salary Schedule, excluding additional compensation for extra duties, up to a maximum benefit of \$4,000.00 per month which shall begin upon expiration of ninety (90) calendar days or accumulated sick leave, whichever is greater, and continue for the period of the disability until age seventy (70) and shall be subject to the following limitations, offsets, and exclusions:

1. Exclusions of injuries caused by war, insurrection, rebellion or active participation in riots or criminal acts.
2. Limitation of alcoholism, drug abuse, mental and nervous illness to twenty four (24) months unless confined to a hospital or institution.
3. Offsets for other income benefits such as worker's compensation, retirement systems or plans and social security with social security freeze.
4. Maximum period of benefits as follows:

<u>AGE</u>	<u>MAXIMUM BENEFIT PERIOD</u>
Before 60	the day before retirement age
60 but before 65	the day before retirement age or 36 months of <i>disability</i>
65 but before 68	24 months of <i>disability</i>
68 but before 70	18 months of <i>disability</i>
70 but before 72	15 months of <i>disability</i>
72 or more	12 months of <i>disability</i>

INSURANCE BENEFIT PLAN ADDENDUM

Staff members enrolled in the District Insurance Benefit Plan beginning with the 1st paycheck in 2011 shall pay \$50.00 per pay (based on 26 pays). The base for said deduction shall be \$320,000. Staff members base shall be 6.5% of any increased cost to the District in 2011-12 & 2012-13 school year. Formula: Total increase times 6.5% divided by the number of staff members enrolled in the Plan divided by 26 pays = additional cost per pay added to the base \$50.00 paid in 2010-11.

Example: Base is \$320,000 (District cost). A 10% increase in cost for 2011-12 increases the base \$32,000. $\$32,000 \times 6.5\% = \$2,080$. If fourteen staff members are enrolled... $\$2,080$ divided by 14 = \$148.57 divided by 26 (pays) = \$5.14. Each staff member would pay \$5.14 each pay of the 2011-12 school year. Note: **If you choose 21 pays or lump sum summer payment your deduction will be adjusted accordingly.** The number of staff members participating and percent increase would change this example!

The District & Federation mutually agree in an effort to contain benefit cost to the District and staff members that the District will seek three (3) bids from insurance carriers in 2011-12 and 2012-13 for the present benefit package and alternatives that the carriers may offer that may contain/lower cost for benefits.

Full-time staff members who opt for the \$400 per month in-lieu-of the Insurance Benefit Plan will monthly have the amount placed in an annuity of their choice. In addition, they will be given an opportunity to purchase dental & vision (Single, 2-Person, Full Family) at the COBRA rate. Note: **This option for dental & vision coverage will be available only if not prohibited by the insurance carrier.**

Payment for insurance will be pro-rated based on contracted hours taught.

APPENDIX B

2010 – 2011 Salary Schedule

STEP		BS		BS+20		MA		MA+20
1	S	33,804	\$	34,116	\$	35,438	\$	35,883
1.5		34,741	\$	35,052	\$	36,496	\$	36,942
2		35,680	\$	35,990	\$	37,557	\$	38,027
2.5		36,708	\$	37,139	\$	38,862	\$	39,359
3		37,738	\$	38,289	\$	40,167	\$	40,719
3.5		38,770	\$	39,439	\$	41,348	\$	42,018
4		39,802	\$	40,587	\$	42,530	\$	43,315
4.5		40,833	\$	41,737	\$	43,709	\$	44,613
5		41,863	\$	42,885	\$	44,888	\$	45,910
5.5		42,895	\$	44,029	\$	46,065	\$	47,200
6		43,928	\$	45,175	\$	47,243	\$	48,493
6.5		44,959	\$	45,296	\$	48,424	\$	49,787
7		45,989	\$	47,466	\$	49,605	\$	51,080
7.5		47,021	\$	48,615	\$	50,785	\$	52,381
8		48,051	\$	49,765	\$	51,966	\$	53,678
8.5		49,079	\$	50,892	\$	53,150	\$	54,963
9		50,104	\$	52,017	\$	54,334	\$	56,248
9.5		51,393	\$	53,423	\$	55,781	\$	57,303
10		52,681	\$	54,829	\$	57,229	\$	59,376

APPENDIX B

2011 – 2012 Salary Schedule

STEP	BS	BS+20	MA	MA+20
1	\$ 34,142	\$ 34,457	\$ 35,792	\$ 36,242
1.5	\$ 35,088	\$ 35,403	\$ 36,861	\$ 37,311
2	\$ 36,037	\$ 36,350	\$ 37,932	\$ 38,407
2.5	\$ 37,076	\$ 37,510	\$ 39,250	\$ 39,752
3	\$ 38,115	\$ 38,672	\$ 40,568	\$ 41,126
3.5	\$ 39,158	\$ 39,834	\$ 41,762	\$ 42,438
4	\$ 40,200	\$ 40,993	\$ 42,955	\$ 43,748
4.5	\$ 41,242	\$ 42,155	\$ 44,146	\$ 45,059
5	\$ 42,282	\$ 43,313	\$ 45,337	\$ 46,369
5.5	\$ 43,324	\$ 44,469	\$ 46,526	\$ 47,672
6	\$ 44,367	\$ 45,627	\$ 47,715	\$ 48,978
6.5	\$ 45,409	\$ 45,749	\$ 48,909	\$ 50,285
7	\$ 46,449	\$ 47,941	\$ 50,101	\$ 51,591
7.5	\$ 47,491	\$ 49,101	\$ 51,293	\$ 52,904
8	\$ 48,531	\$ 50,262	\$ 52,485	\$ 54,215
8.5	\$ 49,570	\$ 51,401	\$ 53,682	\$ 55,513
9	\$ 50,605	\$ 52,537	\$ 54,877	\$ 56,810
9.5	\$ 51,907	\$ 53,957	\$ 56,339	\$ 57,876
10	\$ 53,207	\$ 55,377	\$ 57,801	\$ 59,970

APPENDIX B

2012 – 2013 Salary Schedule

STEP		BS		BS+20		MA		MA+20
1	S	34,142	\$	34,457	\$	35,792	\$	36,242
1.5		35,088	\$	35,403	\$	36,861	\$	37,311
2		36,037	\$	36,350	\$	37,932	\$	38,407
2.5		37,076	\$	37,510	\$	39,250	\$	39,752
3		38,115	\$	38,672	\$	40,658	\$	41,126
3.5		39,158	\$	39,834	\$	41,762	\$	42,438
4		40,200	\$	40,993	\$	42,955	\$	43,748
4.5		41,242	\$	42,155	\$	44,146	\$	45,059
5		42,282	\$	43,313	\$	45,337	\$	46,369
5.5		43,324	\$	44,469	\$	46,526	\$	47,672
6		44,367	\$	45,627	\$	47,715	\$	48,978
6.5		45,409	\$	45,749	\$	48,909	\$	50,285
7		46,449	\$	47,941	\$	50,101	\$	51,591
7.5		47,491	\$	49,101	\$	51,293	\$	52,904
8		48,531	\$	50,262	\$	52,485	\$	54,215
8.5		49,570	\$	51,401	\$	53,682	\$	55,513
9		50,605	\$	52,537	\$	54,877	\$	56,810
9.5		51,907	\$	53,957	\$	56,339	\$	57,876
10		53,207	\$	55,377	\$	57,801	\$	59,970

Any individual employed by the Arenac Eastern School District who agrees to serve as coach or advisor for any extracurricular activities will have the option to choose between receiving payment for said services from the Arenac Eastern School District OR an independent payment service.

2010-2013 EXTRA CURRICULAR SALARY
SCHEDULE

		Softball	
		Baseball	Jr. High
		Volleyball	JV Baseball
	Head Basketball	Asst.Football	JV Softball
<u>Step</u>	<u>Head Football</u>	<u>JV Basketball</u>	<u>JV Volleyball</u>
1	\$ 1600	1070	640
2	1700	1140	680
3	1800	1200	720
4	1880	1250	750
5	1980	1310	790
6	2070	1360	820
7	2150	1410	860
8	2240	1470	890
9	2320	1530	920
10	2420	1580	960
11	2500	1640	1000

EXTRA CURRICULAR SALARY SCHEDULE

\$175	Grade School Basketball Coach (Limit 2)
\$500	JV/Varsity Basketball Cheerleading Coach
\$350	JV/Varsity Football Cheerleading Coach
\$400	Jr. High Cheerleading Coach
\$300	Drama Coach/Production (Limit 2)
\$450	Yearbook Advisor
\$350	Knowledge Bowl Advisor
\$500	Student Assistance Coordinator
\$650	Teen Institute Coordinator
\$650	Senior Class Advisor
\$425	Junior Class Advisor
\$225	Sophomore Class Advisor
\$200	Freshman Class Advisor
\$100	8 th Grade Class Advisor
\$100	7 th Grade Class Advisor
\$1,100	Band Director-increasing at \$75/year to \$2,000
\$200	National Honor Society Advisor
\$200	Student Council Advisor
\$20	Summer School per hour with four (4) hours preparation at the beginning and four (4) hours for evaluation
\$10	Assigned Events – 1 no pay, 2 @ \$10.00 per night
\$20	Subbing Compensation per hour

\$200 (10 hours) Mentoring (The Superintendent will have the ability to contract for additional hours based on input from the principal, mentor and/or mentee at a rate of \$20 per hour.)

\$500 Department Chairs/Lead Teachers

\$1500 Special Education Director

\$1500 Curriculum Director