

**ESSEXVILLE-HAMPTON
PUBLIC SCHOOLS**

AGREEMENT

**Between the
Essexville-Hampton Board of Education
and the
Essexville-Hampton Education Association**

For the Years:

2010-2011

2011-2012

2012-2013

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ARTICLE I
RECOGNITION

- A. This Agreement is entered into this 9th day of August, 2010, by and between the School District of Essexville-Hampton, City of Essexville, Michigan, hereinafter called the "Board," and the Essexville-Hampton Education Association, hereinafter called the "Association."
- B. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all persons holding positions which comprise the bargaining unit as hereinafter defined.
- C. The bargaining unit is defined to be comprised of those persons who hold positions for which they must be certified by the State Board of Education, which include classroom teachers, support teachers, homebound teachers, guidance counselors, media specialists, and athletic directors or coordinators whenever assigned any instructional duties within the bargaining unit in addition to the duties of an athletic director or coordinator.

Also included in the bargaining unit are teachers of special education, high school department coordinators, and all other positions which require the performance of the same or similar functions. Extracurricular positions shall be paid according to the extracurricular salary schedule.

The bargaining unit is further defined not to be comprised of and hereby specifically excludes those persons holding the positions of superintendent, assistant superintendent, administrative assistant, principal, assistant principal, director of elementary education, community school coordinator, business manager, athletic director or coordinator not assigned any instructional duties within the bargaining unit in addition to the duties of an athletic director or coordinator, substitute teachers, and all other positions which require the performance of the same or similar administrative or supervisory functions.

The terms "teacher" or "employee", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above.

- D. The Association certifies that it has heretofore been designated as such representative by a majority of the employees now in the unit, and that such designation has not been revoked.
- E. It is recognized that no final agreement on the master contract between the parties may be executed without ratification by a majority of the Board of Education and a majority of the members of the Association.

ARTICLE II

RIGHTS OF THE BOARD

The employer, on its own behalf and on behalf of the electors of the school district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

The parties agree that this contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this agreement.

ARTICLE III

ASSOCIATION AND TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under federal or state law and/or regulations with respect to his/her employment with the School District.
- B. The Association and its representatives shall have the right to use school buildings upon approval by the building principal or designated representative, except in cases involving ten or fewer persons, prior approval shall not be needed but notification shall be provided to the building principal or his/her designated representative.
- C. The Association shall have the right to use school facilities and equipment in school facilities at reasonable times, when such facilities and equipment are not otherwise in use and provided the persons to use the equipment are appropriately trained and proficient in the use of the equipment. The Association shall not use materials of the School District, unless arrangements are made to purchase such materials.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards and through the district's computer systems provided such notes relate to normal, routine Association business of the Essexville-Hampton Education Association.

In accordance with the district's Acceptable Use Policy (AUP), the privacy of Association business communications will be respected by the district.

All such communication is to be signed by a representative of the Association. The Association may use the teacher mailboxes for communication to teachers

upon submitting a copy to the superintendent or his/her designated representative at the time of distribution. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association on school premises.

- E. The Board agrees to furnish one copy of the Board minutes to the president of the Association without charge. The Board agrees to furnish to the Association, in response to reasonable request and without charge, the following: Seniority list, annual audit, projected budget, amended budgets, detailed general fund line item budget report by programs. The Board agrees to furnish to the Association, in response to reasonable request, other personnel and financial information pertinent to the negotiation process, master contract administration and FOI requests at the charge of ten cents (10¢) per page.
- F. When department coordinators are selected, the building principal shall confer with the building representative before the final selection.
- G. Notwithstanding any other provision of this agreement, as part of the teachers' contractual obligations for a school year, teachers shall provide the required number of days and hours of student instruction mandated by law for receipt of full state aid revenue by the school district, without additional compensation beyond the annual salary for the school year specified in the applicable salary schedule in Article XX, Section E. Canceled days of student instruction will be rescheduled only to the extent required by law for the school district to receive full state aid revenue. Otherwise, teachers shall be excused from reporting for duty on the canceled student instruction day, without loss of pay, and the canceled student instruction day will not be rescheduled. If student instruction days are unable to be held for any reason, and such days are to be rescheduled as required by law, two non-student record days shall be rescheduled as student instruction days. Teachers shall not be required to attend school on the first scheduled records day if no scheduled student days have been lost to that point. A student instruction day will be rescheduled later in the year to make up for that day if required by law.

If any other days are used for rescheduling student instruction days, other than the records day at the end of the first semester, teachers will not be required to report for the records day at the end of the second semester. If the rescheduling of additional student instruction days is required, the Board and the Association shall discuss when the days will be rescheduled. If the Board and the Association cannot reach agreement otherwise, student instruction days required to be rescheduled will be added as an extension of the school year on consecutive weekdays Monday through Friday.

ARTICLE IV

AGENCY SHOP

- A. Each teacher employed as a condition of continued employment shall either:
 - 1. Become a member of the Essexville-Hampton Education Association, the National Education Association, and the Michigan Education Association, and

sign and deliver to the district an assignment authorizing deductions of membership dues from the individual teacher's salary, or

2. Not become a member of the association but sign and deliver to the district an assignment authorizing deductions of a representation fee.
- B. Payment or assignment of dues pursuant to Section A-1 above must be made within 30 days of the beginning of school. Pursuant to authorizations made under Section A-1 above, the Board shall deduct either one-tenth or one-fifth, whichever the teacher elects, of such dues, assessments, and contributions from one regular salary check of the teacher per month, beginning in September and ending in January for the 1/5th option or June for the 1/10th option, of each year, provided that each teacher submits a signed authorization and all additional information and details for monetary deductions into the central office by the end of the third school day following the receipt of the teacher's first paycheck. Further, any teacher may pay the full amount to the Association in one lump sum.
 - C. A teacher shall authorize payroll deduction of the representation fee pursuant to Section A-2 above or make payment of the full amount to the Association which shall be established in compliance with all applicable legal requirements and shall not exceed the amount of dues and fees uniformly required of the members of the Association, including local, state and national dues.
 - D. The Association shall indemnify and hold the Board harmless against all cost, claims, demands, suits or other forms of costs and liabilities which arise because of compliance with the provisions of this article. The Association shall have its choice of attorney and control of any litigation arising under this provision.

ARTICLE V

TEACHING HOURS

- A. The work day for all teachers in the system shall be from 15 (fifteen) minutes before a teacher's first assignment until 15 (fifteen) minutes after a teacher's final assignment. The daily maximum amount of time spent by a teacher in direct classroom teaching and/or supervision of students shall not exceed a daily average of 325 (three hundred twenty-five) minutes for a school year of 170 (one hundred seventy) student days in length. If the number of student days does change, the daily average will be adjusted accordingly through mutual agreement of the Association and the Board. The work day for teachers shall not begin before 6:45 a.m. nor end after 5:15 p.m. and shall not exceed eight (8) consecutive hours. It is understood that each elementary school class schedule will include a maximum of one student recess. The particular configuration of the teacher's work day shall be a subject for problem solving before the conclusion of the prior school year.
- B. Upon agreement by the teaching staff, president of the Essexville-Hampton Education Association, principal, and superintendent, an individual school may alter the beginning and ending times of the school day in order to create time for staff development and school improvement activities.
- C. All teachers shall be given a duty-free uninterrupted lunch period of not less than 30 (thirty) consecutive minutes in duration.

Each teacher with a full-time classroom teaching assignment shall be given a daily conference period minimally equivalent to the shortest classroom teaching period or 45 (forty-five) minutes, whichever is longer, at the junior high and senior high, and at the elementary schools no less than 30 (thirty) minutes, which shall be consecutive. At the elementary schools, each teacher may choose to have his/her planning time as the first or final assignment on days not defined in Article V, Section D, which shall run concurrently with the 15 (fifteen) minutes the teacher is required to be in attendance before or after the school day specified in Article V, Section A. The teacher shall inform the building principal of his/her choice of the planning time in writing no later than the end of the first day of each trimester. Teachers will not leave their building during the conference period without permission of the administrator or designated representative.

D. Professional Development

Quality professional development shall comply with all rules, regulations and guidelines of the Michigan Department of Education and No Child Left Behind.

One-half day of scheduled professional development prior to the start of the school year shall be individual professional development time.

A Professional Development Team consisting of the building principal and interested teachers shall be established at each building to create professional development schedules for the remaining full and half-day sessions.

Each building will also have one hour of staff meeting time per month. The Professional Development Team will establish the calendar for the dates, times and duration of these meetings. It is understood that from time to time, an unscheduled meeting may be necessary. These meetings will be scheduled by mutual agreement of administration and building leadership.

Each elementary building will establish one (1) day of the week in which all teachers will have their planning time as the final assignment of the day.

E. Parent Teacher Conferences

Teachers are required to participate in four (4) afternoon/evening parent/teacher conference and/or curriculum nights not exceed three (3) hours per night. The building principal and Association representative will determine the format and time allotment for each event. Edline replaces five week letter requirement.

ARTICLE VI

TEACHING CONDITIONS

A. The Board therefore agrees that the pupil-classroom teacher ratio in the school district will be not higher than 25 (twenty-five) to one (1) unless lack of sufficient facilities, or lack of sufficient funds, or other cause beyond the control of the Board, makes it necessary that the pupil-teacher ratio be increased.

B. In the event summer school or high school credit courses shall be taught, where teacher certification by the Michigan Department of Education is required by law,

the wages, hours, and working conditions for such positions will be open to negotiations prior to the implementation of these programs.

- C. The Board will set aside one (1) room in each school, if available, for the exclusive use of the professional employees as a faculty lounge which is to be adequately furnished as determined by the Board. The teachers may use existing telephone facilities. In the event it becomes necessary at any school to restrict or regulate parking, the teacher shall be granted the same privileges and rights as extended to those employees of the district holding executive or supervisory positions. When facilities are available, the Board will provide a lunchroom for employee use.
- D. Teachers shall be informed of a telephone number they will call prior to 7:00 a.m., unless an unavoidable circumstance prevents such a call, to report their unavailability for work. Lesson plans for substitute teachers will be provided, by the teacher substituted for, for the first five (5) days of any absence.
- E. In each elementary building, the pupil-classroom teacher ratio shall not exceed 25 (twenty-five) to one (1). Computation of the ratio is to be made by first deleting all staff that does not have direct classroom responsibilities (e.g., media specialists, counselors, etc.). When a staff member has partial, direct classroom responsibilities then the individuals will have their time prorated to their fractional contact (e.g., if a physical education teacher spends an equal amount of time in each of the elementary buildings, his/her time will be prorated at one-third (1/3) for each building. If the media specialist has direct classroom responsibilities for an average of three (3) hours per week in each building, then he/she will be prorated at 180/1,500 or 3/25 in each building).
- F. The Board therefore agrees that the class limit in the school district will be as follows:
 - Grade K- 26 students
 - Grade 1 – 28 students
 - Grades 2-5 - 30 students
 - Grades 6-8 – 180 students per day (based on a seven (7) period school day; six (6) classes taught)
 - Grades 9-12 – 120 students per day (based on a 4 period day)

This is exclusive of special classes that can customarily handle more than the above, i.e., gym, vocal music, instrumental music, etc.

Paraprofessional/Aide time will be provided for elementary teachers under the following conditions:

1. Developmental kindergarten and kindergarten teachers will receive one (1) hour of paraprofessional/aide time if there are 27 (twenty-seven) or more students in any one session.
2. Teachers of first grade with a class load of 29 (twenty-nine) or more students, but not in a split classroom, will receive one (1) hour of paraprofessional/aide time.

3. Teachers of grades 2-5 with a class load of thirty-one (31) or more students, but not in a split classroom, will receive one (1) hour of paraprofessional/aide time.
4. Teachers of split classrooms will receive two (2) hours of paraprofessional/aide time.
5. Split classrooms in grades 1-2 or 2-3 will be capped at twenty-five (25) students.
6. Split classrooms in grades 3-4 or 4-5 will be capped at twenty-seven (27) students.
7. The district will maintain one (1) paraprofessional with three (3) hours assigned to the junior high daily and three (3) hours assigned to the elementary daily on a rotating three (3) hour block basis.

G. Accreditation

1. There will be one (1) coordinator at each level (elementary, junior high, and high school). There will be three (3) goal chairs in each of the five (5) buildings. Teachers at each level will submit their name for the coordinator or goal chair's position at their level to the building principal. One representative from each department or grade level along with the building principal or his/her designee will select the coordinator and goal chairs. In the event of multiple coordinators or goal chairs, the stipend shall be equally divided among the participants.
2. Coordinators and goal chairs shall be compensated at a rate according to the provisions of Article XX, Section F.
3. Teacher Compensation: Teachers, other than the coordinator, engaged in accreditation work outside the teacher's normal work day or year will be compensated at the rate equal to that paid for curriculum development work.
4. Participation as a goal chair or building coordinator in the accreditation process by a bargaining unit member shall be subject to the following:
 - a. Participation by the bargaining unit member as a goal chair or building coordinator is voluntary.
 - b. Participation or nonparticipation by the bargaining unit member as a goal chair or building coordinator shall not be used as a criterion for evaluation, discipline, discharge, assignment or any other terms or conditions of employment.
 - c. Bargaining unit members participating as a goal chair or building coordinator in the accreditation process, including training and scheduled committee meetings, shall be provided released time for meeting or training held during the employees' regular work day.

H. Educational Specialist

Effective June 30, 2012, the Educational Specialist clause will sunset and be removed from the contract upon completion of those participants enrolled in the program.

1. Full-time teachers with ten (10) or more years of service in the Essexville-Hampton Public Schools may elect to apply for the position of Educational Specialist. The Board shall create five (5) such positions per year. The eligible teacher may select this position for one, two or three years.
 2. Teachers must apply for the positions in writing to the superintendent by October 1. The positions will be filled on the basis of seniority if there are more applicants than positions available. Teachers applying for these positions must have a minimum of ten (10) years in the Essexville-Hampton system and a working knowledge of the District's policies, practices and curriculum. As a condition of eligibility, the teacher shall, upon accepting assignment to the Educational Specialist position, submit his/her resignation from his/her employment with the Essexville-Hampton Public Schools with an effective date for his/her termination at the completion date of his/her first assignment in the Educational Specialist position. Those serving in these positions shall be given an individual extracurricular contract setting forth the duties expected. The duties shall be assigned by the superintendent and, unless otherwise arranged with and approved by the superintendent, shall be related to school improvement and/or accreditation needs of the school district. Teachers shall keep a journal of activities verifying that they performed 70 hours of work annually.
 3. The Educational Specialist positions shall be compensated at a rate according to the provisions of Article XX, Section F.
- I. The Board of Education shall meet and confer with the Association prior to entering into any plan, agreement or other arrangement with any other organization (school district, ISD, etc.) which has the effect of reducing, eliminating, transferring, or otherwise diminishing any education program or service so as to reduce the number of actively employed bargaining unit members.
 - J. Except in an emergency, no member shall be required to perform medical, hygiene or other procedures related to bodily maintenance of students, such as (but not limited to) suctioning, catheterization, diapering, or attending to any personal hygiene or medical maintenance of students.
 - K. The obligation and responsibility of the Board and the School District to identify eligible students and implement special education services and/or accommodations according to the requirements of state and federal law is acknowledged and recognized.

Any teacher who will be providing instructional or other services to a special education student will be invited to participate in child study groups where student progress, information, accommodations, and services will be discussed. Any teacher who will be providing instructional or other services to a special

education student will be notified of any upcoming I.E.P.C. meetings. A teacher not required to attend the I.E.P.C. may submit a written report to be read aloud at the meeting.

Whenever a student assigned to a classroom will need special education services and/or accommodations involving the classroom teacher, that teacher will be informed by the building administrator of the specific needs and/or accommodations as soon as possible. A teacher responsible for special education services and/or accommodations shall receive appropriate consultation and training with regard to those responsibilities.

Concerns by a teacher about the appropriateness of a student's educational placement or accommodations shall be communicated to the building administrator. If an individual educational planning committee meeting is convened to review the appropriateness of the student's educational placement, the teacher raising the concern shall be invited to attend.

Concerns by a teacher about the responsibilities for special education services and/or accommodation for which he/she is responsible shall be communicated to the building administrator for review. If the concern is not resolved between the teacher and the building administrator, the concern may be reviewed in a professional staff communication meeting pursuant to Article XIX.

ARTICLE VII

QUALIFICATIONS AND ASSIGNMENTS

- A. All teachers shall be given written notice of their assignments for the forthcoming year by the last day of school whenever practical. In the event that changes in such assignments occur, teachers affected shall be notified and consulted with as soon as possible. Unless required by an emergency situation, changes in teachers' assignments will not be made after August 1 preceding commencement of school. In the event a teacher refuses such an assignment (on or after August 1), he/she will be released from tenure and contract obligations without prejudice.
- B. Extracurricular Duties
 1. All compensation for extracurricular duties shall be made according to provisions of Article XX, Section F.
 2. No extracurricular duty position shall be assigned any teacher without his/her consent.
 3. All vacancies in extracurricular duty positions shall be posted and qualified teachers may make application and receive consideration. A vacancy in an extracurricular duty position occurs when the position is newly created or when the person assigned to the position leaves it by resignation, quit or termination.
 4. The determination of the qualifications of a teacher for consideration of assignment to a vacant coaching position shall be made by the athletic director. Those teachers qualified for consideration of assignment to the

vacant extracurricular coaching position shall receive first consideration for assignment to the extracurricular position, unless the athletic director determines that an applicant who is not from the existing members of the bargaining unit is better qualified for assignment to the extracurricular duty position. While it is acknowledged that when all relevant factors are substantially equal it is generally preferable to assign a qualified teacher from within the bargaining unit to a vacant extracurricular coaching position, there will be those occasions when a person who is not a member of the bargaining unit may be assigned to a vacant extracurricular coaching position when the athletic director determines the qualifications of that person are more beneficial to the athletic program regardless of the person not being a teacher from within the bargaining unit.

5. It is understood that no teacher has a continuing right to an extracurricular assignment.
- C. From this point forward, certified and Highly Qualified will be defined by the following:

In determining qualifications for an assignment or placement in any teaching position, the District shall meet all applicable standards and criteria for a "Highly Qualified" teacher under the No Child Left Behind Act of 2001, and its implementing regulations 34 CFR 200.55-200.56, in addition to possessing the required grade level and certification(s), as determined by the State of Michigan.

ARTICLE VIII

VACANCIES AND TRANSFERS

- A. Transfer - The superintendent shall be responsible for the transfer of all faculty personnel.

Whenever a teacher is reassigned to a different school building, he/she shall be notified of such reassignment and may request a consultation with the superintendent.

- B. Procedure

1. Any faculty person desiring a transfer for the next year shall first notify the administrator to whom he/she is responsible and then shall submit his/her request in writing to the superintendent.
2. The superintendent's decision shall be final in all transfer cases.
3. The teacher shall be informed in writing of the reason for denial; however, that reason shall not be subject to the grievance procedure and is hereby specifically and expressly excluded from arbitration.

- C. Vacancies

Whenever vacancies in the bargaining unit occur during the school year and are to be filled at the start of the following school year, such vacancies will be posted

so that interested faculty personnel may apply for such vacancy. In filling vacancies, length of service in the district will be considered.

During the summer vacation period, all association members shall be notified concerning vacancies in the bargaining unit or administrative positions via electronic communication.

ARTICLE IX

SICK LEAVE PAY

- A. Eleven (11) days sick leave with pay per year will be granted each teacher at the beginning of the school year. Part-time teachers shall be charged with one full day's leave for each regularly scheduled day missed. Unused sick leave shall be accumulated, but shall not exceed a maximum accumulation of 150 days. Teachers ending a school year with 144 days or more of accumulated unused sick time shall be given the full complement of sick days (11) awarded at the start of the succeeding school year. The usage of sick days shall be deducted from this amount during the succeeding school year. At no time shall a teacher accumulate more than 150 for carrying into a succeeding year.
- B. A teacher who is absent due to a period of disability covered by the Michigan Workers Disability Compensation Act, MCL 418.101 *et seq.*, shall be allowed to utilize his/her sick leave on a prorated basis to supplement the amount of workers compensation benefits received by the teacher for receipt of his/her regular salary, until the teacher's accumulated sick leave and any sick leave granted from the sick bank is exhausted (e.g., if a teacher's award from workers compensation is 75% of his/her salary, then 1/4 sick day for each day absent will be used from his/her sick leave to make up the difference).
- C. On the day on which a teacher returns to school after any period qualifying for paid sick leave, that teacher shall file with the principal, on a form to be provided, certification of the illness. This certification shall include a description of the illness and shall be signed by the teacher attesting to the certification's veracity.

The Board, at its expense, may require a physician's examination of a teacher and certification that the ailment justifies that teacher not performing the normal teaching functions if the teacher's illness exceeds three (3) days or is a recurring illness or there is a suspected pattern of abuse regarding sick leave.

A teacher who has utilized all accumulative sick leave and/or any granted through the sick leave bank will be granted a leave of absence for a portion of or the remainder of the current or ensuing school year. Such a teacher, or a member of his/her immediate family, in his/her behalf, shall make a written request to the superintendent for such leave of absence, accompanied by a physician's certificate that he/she is unable to perform his/her teaching duties. He/She shall make a written request to the superintendent for re-employment when able to resume his/her teaching duties, accompanied by a physician's certificate evidencing such ability. The teacher shall be assigned to the same position in which employed prior to the illness or injury, or to a substantially equivalent position.

- D. There shall be established at the beginning of each school year a sick leave bank, funded with only the unused personal business days from the previous school year, which may accumulate with the unused days in the sick leave bank to a maximum of one hundred fifty (150) days available for use during that school year. Teachers who have exhausted their accumulated sick leave shall be entitled to make withdrawals from the bank upon the grant and approval of a majority of the administrative panel of the bank. The administrative panel shall be comprised of three members designated by the Association and two members designated by the Board.

In the event that the sick leave bank days available in a given contractual year have been exhausted, the administrative panel may authorize days from the next succeeding year's bank. The next succeeding year's sick bank shall be reduced by the number of days borrowed.

- E. Effective June 30, 2012, the Educational Specialist clause will sunset and be removed from the contract upon completion of those participants enrolled in the program.

After July 1, 2012, full-time teachers with twenty (20) or more years of service and not on the Educational Specialist program in the Essexville-Hampton Public Schools may, at severance of his/her employment, elect a Board-paid severance payment. The severance payment shall be \$100.00 for each day of accumulated sick leave up to eighty (80) days to a total amount of \$8,000. Accumulated sick days (81-120) will be paid at a rate of \$125.00 for each day for an additional maximum of \$5,000. Accumulated sick days (121-140) will be paid at a rate of \$200.00 for each day for an additional maximum of \$4,000.00. Accumulated sick days of 150 or more will receive a total severance of \$20,000.

ARTICLE X

LEAVES OF ABSENCE

- A. A teacher, who has exhausted his/her accumulated sick leave and any sick leave granted from the sick bank, will be granted a leave of absence without pay for a period not to exceed one year. Such a teacher, or a member of his/her immediate family in his/her behalf, shall make a written request to the superintendent for such leave of absence, accompanied by a physician's certificate that he/she is unable to perform his/her teaching duties. He/She shall make the written request to the superintendent for re-employment when able to resume his/her teaching duties, accompanied by a physician's certificate evidencing such ability. The Board may require the teacher to submit to a physical and/or mental examination by a physician of its choice. If the teacher is able to resume his/her teaching duties and his/her leave of absence has not expired, he/she shall be assigned to the same position in which he/she was employed prior to the illness or injury, or to a substantially equivalent position, commencing at such date as such a position becomes available.
- B. The term "immediate family", as used in this article or elsewhere in this agreement, is defined to mean the mother, father, husband, wife, sister, brother, mother-in-law, father-in-law, or child (natural or adopted), grandfather,

grandmother, grandchild, stepfather, stepmother, stepchild, stepbrother, and stepsister of a teacher. Others may be approved by the superintendent.

C. A teacher will be granted leaves of absence with pay, chargeable to his/her unused sick leave pay specified in Article IX hereof, each school year, as follows:

1. For not to exceed five (5) days because of critical (hospitalized) illness of each member of his/her immediate family of the teacher. Five (5) days will be considered the maximum number that can be received at any one time.
2. For such period of time as the teacher is necessarily absent from school because of an emergency if a request therefore is made to, and approved by, the superintendent, as soon as conditions permit the teacher to make the request.
3. For not to exceed one (1) day each school year to attend the funeral or memorial service of a family relation or friend not within the definition of "immediate family". Teachers desiring to use such leave shall submit their request on the application form as soon as possible to his/her principal or immediate supervisor.

D. A teacher will be granted leaves of absence with pay, not chargeable against the sick leave pay specified in Article IX hereof, each year as follows:

1. For not to exceed five (5) days because of the death of each member of the immediate family of the teacher. Ten (10) days will be considered the maximum number that can be received at any one time.
2. For not to exceed those days required to serve as a juror in a court of record, but the pay of the teacher shall be continued at regular salary with all compensation paid to him/her as a juror turned in to the school district. If the teacher fails to turn in a compensation check to the school district, the amount of the compensation check shall be deducted from the teacher's pay after thirty (30) days from the date the teacher is provided notice of the deduction to be made.
3. For such period of time as designated by the superintendent for administration-approved visitations at other schools or educational conferences or conventions.
4. Personal Business Leaves

The parties agree that there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. The Board agrees that such leave, not to be accumulated nor deducted from sick leave, may be used under the following conditions:

- a. This leave shall be used for the purpose of conducting personal business.
- b. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least five working days in advance of the anticipated absence, except in cases of emergency, to the superintendent or his/her designated representative. In cases of

emergency, the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor.

- c. It is further understood such leave shall not be granted for the first or last day of the school year, nor on the first working day preceding or following a vacation period or holiday.
- d. Maximum length of leave shall not exceed three (3) days per school year. No more than two (2) days can be used consecutively unless approved by the superintendent. A teacher may carry two (2) personal days into the following calendar year for a maximum of five (5) in any calendar year.

5. Association Business Days

- a. The Association will be allowed 15 (fifteen) days during which any Association business may be accomplished as long as adequate notification is given and suitable replacements are available.
- b. Participating teachers shall suffer no loss of pay.
- c. These may be used by the Association in whatever combinations it deems necessary (e.g., it may use three (3) teachers for five (5) days, one (1) teacher for fifteen (15) days, or any other combination so long as no more than fifteen (15) days are used).

E. A tenured teacher may be granted a leave of absence without pay in order to:

- 1. Pursue studies related to his/her major or minor field.
- 2. Pursue studies necessary to obtain an additional teaching certificate.
- 3. Pursue studies, do research or assume special teaching assignments in other school districts when to the benefit of the school district.

Application for such leave of absence shall be made to the superintendent and be granted or denied by the Board at its discretion, and, if granted, upon such conditions and for such length of time as the Board may determine.

F. Upon application made to the superintendent, a teacher shall be granted a leave of absence without pay for the purpose of child care attendant to the birth or adoption of the teacher's newborn or newly adopted child, not to exceed one (1) year.

A teacher returning from child care leave shall be placed in the same or similar position previously performed.

If a teacher desires an extension of the one (1) year child care leave, an application for extension shall be made to the superintendent and will be granted or denied by the Board of Education at its discretion.

A teacher returning from child care leave shall be placed on the next step of the salary schedule from which the teacher went on leave, provided that the teacher left on or after the semester break. If a teacher leaves before the semester

break, the teacher will return on the salary schedule from which the teacher went on leave.

- G. A teacher who enters the armed forces of the United States will be given a leave of absence without pay and provided reinstatement to employment in accordance with the applicable provisions of law.
- H. The Board may grant a teacher a sabbatical leave for professional improvement for such period of time and under such conditions and rights as now or hereafter specified in the applicable provisions of the Revised School Code.
- I. A tenured teacher elected to full-time public office or an officer of an affiliate of the state or national teachers organization (MEA or NEA) may be granted, upon request to the superintendent, a leave of absence without pay or fringe benefits for an individual term of office. Requests will be considered by the superintendent. The recommendation of the superintendent concerning the requested leave of absence will be considered by the Board of Education along with an accompanying analysis by the superintendent as to the potential impact of the leave of absence upon the students within the school district or district curriculum. The Board of Education shall accept or deny the teacher's request with explanation.
- J. A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to eligible teachers in accordance with the Family and Medical Leave Act (FMLA) for the purposes permitted by the FMLA. Such purposes include:
 - 1. Because of and to care for the teacher's child upon birth or placement for adoption or foster care. Entitlement to leave under these circumstances shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement of the child.
 - 2. To care for the teacher's spouse, child, or parent who has a serious health condition.
 - 3. Because of a teacher's own serious health condition that makes the teacher unable to perform the functions of the teacher's position.
 - 4. Other reasons provided by FMLA.
- K. To be eligible for a FMLA leave, a teacher must have been employed for at least 12 (twelve) months, and for at least 1,250 hours during the previous 12 (twelve) month period, and meet any other eligibility criteria of the FMLA for the particular type of leave. During the period of FMLA leave, the teacher's health insurance benefits shall be continued as required by the FMLA, subject to Section 104(C)(2) of the FMLA. Elected supplementary insurance coverages may be continued by the teacher prepaying the premium cost to the business office of the school district which will then make payment of the premium to the insurance company.

Paid leave available to the teacher under the terms of this Agreement and used by the teacher for the same purposes at the FMLA leave available, will be counted as part of the leave time available and used under the FMLA leave.

FMLA leave may be taken on an intermittent or reduced schedule when medically necessary according to the provisions of Section 102(b) of the FMLA. Seniority will accumulate during the period of FMLA leave.

The limitations found under Section 108 of the FMLA (pertaining to special rules concerning employees of local educational agencies) shall apply. All FMLA leaves shall be subject to and administered in accordance with the FMLA and its implementing regulations.

Upon expiration of FMLA leave, if the teacher is able to return, he/she shall be assigned to the same position in which employed prior to the leave or to a substantially equivalent position.

ARTICLE XI

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions presently in effect and from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. No teacher shall be disciplined or reprimanded for any reason without just cause. Members may be subject to discipline for condoning violation of the Acceptable Use Policy (AUP) by students. In the event a member is disciplined for alleged violation of the district's AUP, the district will provide, at no cost, information forming the basis for the disciplinary action to the member and the Association. Any discipline or reprimand being without just cause may be subject to the grievance procedure hereinafter set forth, unless the discipline is subject to the procedures set forth in the Tenure Act. It is expressly understood that disputes arising over the discharge or failure to re-employ a tenured teacher shall be subject only to the procedures set forth in the Tenure Act. Further, it is expressly understood that disputes arising over the discharge or non-renewal of a probationary teacher shall be subject only to the procedures for non-renewal of a probationary teacher set forth in the Tenure Act. The discharge or non-renewal of a probationary or tenured teacher shall not be subject to the grievance procedure hereinafter set forth.

Information forming the basis for disciplinary actions will be made available to the teacher and the Association upon request. Upon receipt, the teacher shall have the right to enter any information in his/her personnel file within 10 (ten) working days which is in answer to material therein.

In the event of repeal of the Michigan Teacher Tenure Act, MCL 38.71, *et seq.*, the grievance procedure hereinafter set forth shall be used. The procedure shall apply to all teachers that have tenure at the time of repeal or have taught in the system for the equivalent of four (4) full years and have been rehired.

- C. Whenever a teacher is called to an administrative office for the purpose of any investigation which may culminate in a reprimand or disciplinary action, the teacher will be so notified and may request the presence of the building representative or his/her alternate, who will be summoned before the

investigation continues. The meeting shall take place by the end of the following school day, or at a time by mutual agreement of both parties.

- D. Before any documentation of a complaint made against a teacher or any disciplinary action taken against a teacher is included in the teacher's personnel file, the teacher shall be notified of such by his/her principal and/or the superintendent or his/her designee.

ARTICLE XII

PROFESSIONAL IMPROVEMENT

- A. The administration will, whenever financial resources allow, endeavor to provide, upon application, the necessary funds for teachers who desire to attend professional conferences. Travel, meals, lodging and registration fees shall be deemed reasonable expenses of the School Board, as well as the cost of a substitute teacher if needed to relieve the teacher attending such conferences.
- B. Each probationary teacher shall be provided with an individualized development plan and professional development as required by all applicable and current laws.
- C. The Board will pay the annual membership fee not to exceed \$35.00 (thirty-five dollars) for any teacher wanting to join one (1) state organization in his/her teaching area.

ARTICLE XIII

REDUCTIONS IN PERSONNEL

- A. Layoff Procedure

In order to promote an orderly reduction in personnel when the educational program, curriculum, and staff is curtailed, the following procedure will be used:

1. Probationary teachers shall be laid off first.
2. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, Highly Qualified, and available to perform the duties of the position the probationary teacher is vacating; or unless the position that the probationary teacher is vacating is being eliminated altogether.
3. If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority except as hereinafter provided. Layoffs shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first. For the purpose of this article, "seniority" is defined to mean the amount of time an individual is continuously employed as a certified teacher within the school district.

4. A tenure 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 Highly Qualified to fill and which is occupied by a teacher with less seniority. For placement in K-5 guidance and counseling or K-5 library media, a teacher must be elementary certified and have a major or minor in the position sought.
5. Upon notification of pending layoffs, those teachers placed on layoff for the upcoming school year shall meet with the administration where they may sign papers for the conversion to a COBRA insurance program. If a teacher is laid off, and then recalled during the subsequent year, the district will reimburse to the affected teacher COBRA costs incurred for health coverage for the months of July and August in that same time period.

B. Recall Procedure

1. Recall of teachers shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that a teacher, in order to be reassigned, shall be certified and Highly Qualified as herein set forth to teach the specific course he/she is being assigned. The recall right of a tenured teacher shall be limited to the next available position for which the teacher is certified and Highly Qualified arising within five (5) years from the effective date of the teacher's layoff. The recall right of a probationary teacher shall be limited to the next available position for which the teacher is certified and Highly Qualified arising within two (2) years after the effective date of the teacher's layoff.
2. Teachers currently on layoff that accept a substitute position for less than 90 (ninety) school days will not receive benefits or accrue seniority, sick days or personal days. Upon reaching 30 (thirty) school days in one substitute position, a teacher on layoff will receive his/her pay rate on a prorated basis.

If a position requiring a substitute for 90 (ninety) school days or more should become available, a teacher on layoff that is certified and Highly Qualified for the position will be recalled to the position (according to Article XIII, B.1) and will receive seniority, pay and benefits prorated according to and for the duration of the position.

C. Individual Contract

The individual contract executed between each teacher and the employer is subject to the terms and conditions of this agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article.

If a teacher receives unemployment compensation during a regularly scheduled break such as winter or summer break and returns to his/her regularly scheduled

work year, the teacher will reimburse the district unemployment compensation paid by the district after the official date of recall.

ARTICLE XIV

CONTINUITY OF OPERATIONS

The Association and Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy.

The Association and Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other similar interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of this article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XV

TEACHERS' PROTECTION

A. Damage to Personal Property

If, in the performance of regular or assigned teaching duties of a teacher, without negligence on his/her part, the teacher shall suffer damage to or theft of his/her clothing or other personal property, but not including damage to automobiles or loss of money, to the extent of \$5.00 but not more than \$150.00 per year, the Board shall make reimbursement. The Board may require subrogation, assignment and full cooperation by such teacher in seeking recovery from any party responsible for said loss.

B. Student Behavioral Problems

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to their duty and responsibility to maintain control and discipline in the classroom, as well as protection from any claims of wrongdoing. Teachers may refer student behavioral problems for review and consideration of appropriate measures to the building principal. The building principal shall meet with the teacher to discuss the behavioral problem and the appropriate measure to be taken. Minimally, at the request of the teacher, a meeting with the parents/guardians of the referred student, the teacher and the building principal will be arranged to discuss the behavioral problem. If the behavioral problem persists, the teacher, upon request, shall be provided the assistance of appropriate personnel available within the school district. Removal of the student from the teacher's classroom shall comply with the provisions of the Student Code of Conduct and all applicable requirements of law.

C. Assault

1. Any case of job-related assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to inform the teacher of his/her legal rights and obligations with respect to unprovoked job-related assaults and shall render reasonable

assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

2. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense, provided the teacher was performing his/her duties in accordance with Board and school policies and was not unreasonable.
3. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher, if the teacher was acting in a reasonable manner.
4. It is understood by the parties that the current errors and omissions coverage will be continued which provides potential liability coverage for members of the Board of Education as well as the teaching staff.

ARTICLE XVI

GRIEVANCE PROCEDURES

A. Definition

1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been as to him/her a violation, misinterpretation or misapplication of a specific provision of this agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.
2. As used in this article, the term "teacher" may mean a group of teachers having the same grievance.
3. The Association shall have the right to file a grievance in its own name subject to the same time requirements governing individual grievances and shall be entitled to appeal from any decision at any level of the grievance procedure in its own name without the consent of the aggrieved teacher(s).

B. Procedure

1. The teacher who feels that he/she has a grievance should first take the matter up verbally with the principal of the school, within 15 (fifteen) working days following the act or condition which is the basis of his/her grievance. If the matter is not resolved, the principal may decide to refer the teacher to the superintendent to file a written grievance with him/her within 10 (ten) working days. If the issue to be resolved is outside the jurisdiction of the building principal, then the grievant/grievance chairperson may bypass this and file the grievance directly with the superintendent and proceed from Article XVI, Sec. B, 7.
2. If the meeting with the principal fails to resolve the grievance, and the principal does not refer the teacher to the superintendent to file his/her grievance, the teacher shall reduce his/her grievance to writing, within 10 (ten) working days, specifying the section of the contract he/she alleges is

violated, the events that caused the alleged violation, and the remedy he/she seeks.

3. Within five (5) working days of receipt of the grievance, the principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance, unless he/she decides to refer the grievance to the superintendent without answer. At the time of conference, the teacher may appear personally or he/she may be represented by an Association representative or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.
4. Within five (5) working days of such conference, or longer if mutually agreed to in writing, the principal shall answer such grievance in writing. If the principal does not answer such grievance within the specified five (5) working day period, and no extension of this period has been mutually agreed to, the grievance as presented will be accepted and the remedy applicable thereto be applied.
5. If the grievance is not appealed from the written answer within five (5) working days, the principal's decision will be final.
6. If the Association does not accept the principal's answer, the grievance may be appealed to the superintendent by sending such notice to him/her within five (5) working days from the date of the principal's decision.
7. Within 10 (ten) working days of receipt of the appeal, or if the initial grievance begins at the superintendent level, the superintendent or his/her designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.
8. Within 10 (ten) working days, or longer if mutually agreed to in writing, the superintendent or his/her designated representative shall answer such grievance in writing. If the superintendent does not answer such grievance within the specified 10 (ten) working day period, and no extension of this period has been mutually agreed to, the grievance as presented will be accepted and the remedy applicable thereto will be applied.
9. Such answer shall be final and binding unless appealed to the next step within 10 (ten) working days from the date of the decision.
10. If the grievance has yet to be resolved, either party may request a review by a subcommittee of the Board, consisting of two members of the Board and an alternate. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher. At that time, all attempts will be made to fully present all documents, evidence and testimony.

A recommendation for resolution will be made by the board review committee within 10 (ten) working days from the conclusion of the board review conference.

11. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either the Association or the Board by

filing a Demand for Arbitration with the American Arbitration Association within 15 (fifteen) working days of the date of the decision. The arbitrator shall be selected through the procedures administered by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.

12. This agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and 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 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 practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this agreement. Past practice of the parties in interpreting or applying terms of the agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or subtraction) of written terms of this agreement. The arbitrator has no obligation or function to render decision or not to render decision merely because in his/her opinion it is unfair or inequitable.
13. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this article (Grievance Procedures), the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a recommendation of the merits.
14. Unless expressly agreed to by both parties, in writing, the arbitrator is limited to hearing one issue of grievance upon its merits at any one hearing. Separate arbitrations shall be constituted for each grievance appealed to binding arbitration.
15. Within 30 (thirty) calendar days after the close of the hearing, or the date established for filing post hearing briefs if so desired by either party, the arbitrator shall issue the decision and award, which shall be final and binding, subject to appeal to a court of competent jurisdiction.
16. Cost of Arbitration

The fee and expenses of the arbitrator shall be borne equally by the Association and the Board. All other expenses incurred shall be paid by the party incurring them.
17. If a grievance is filed on or after 20 (twenty) working days prior to the end of the school year, which if left unresolved until the beginning of the following

school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

ARTICLE XVII

WAIVER CLAUSE

The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the agreement.

It is understood by the parties that the above paragraph may be modified by mutual consent of the parties concerning items of mutual concern that would not include the following items: salary scale, health insurance, tuition, life insurance premiums, and long term disability premiums.

ARTICLE XVIII

NEGOTIATIONS

- A. Negotiation Days
1. The Association shall be granted a maximum of 25 (twenty-five) days in which members selected by the Association shall be relieved of teaching duties without loss of pay in order to participate in contract negotiations whenever suitable replacements are available if negotiations are held.
 2. The Association shall reimburse the Board for the substitutes' pay for each of these days used.
 3. These days may be used by the Association in whatever combinations it deems necessary (e.g., it may use five (5) teachers for five (5) days each, or one (1) teacher for 25 (twenty-five) days, or any other combination, so long as no more than 25 (twenty-five) days are used).
- B. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect and the invalid portions open to negotiations within 20 (twenty) days.
- C. On or before April 1st of the school year in which this agreement terminates, the parties agree to commence negotiations for, and to diligently endeavor to reach agreement, as to a new contract covering the rates of pay, wages, hours of employment, or other conditions of employment of the employees of the school district who are represented in bargaining by the Association, as defined in Article I, Section C, of this agreement.

- D. Each of the parties recognizes the right in the other to select bargaining representatives of its own choice. The execution of this agreement, or any supplemental agreement, shall constitute a certification by the Association that the provisions and the execution thereof has been duly approved by such percentage of its members as necessary under its Constitution or Bylaws by resolution adopted at a meeting thereof duly called for such purposes; and as to the Board a certification that the provision and execution hereof has been duly authorized by a majority of the members constituting the Board and evidence by a resolution adopted at a legal meeting of the Board.

ARTICLE XIX

PROFESSIONAL STAFF COMMUNICATION COMMITTEE

The Professional Staff Communication Committee shall meet at least once every three (3) months to hold interest-based discussions related to the operations of the school district. In the event of pending layoffs, a meeting will be convened in addition to the regularly scheduled meeting where discussion of the impact of the pending layoffs shall be discussed, including alternate scenarios. Regular membership shall consist of two administrators and two teachers. It is understood by the parties that the Association representatives may request that the president of the Board of Education appoint up to two (2) Board members to attend a Professional Staff Communication Committee meeting.

ARTICLE XX

PROFESSIONAL COMPENSATION

- A. Driver education teachers shall receive the following hourly rates for 2010-2011:

Behind the Wheel	\$23.73
Classroom	\$27.34

The hourly rate applicable to the 2011-2012 and 2012-2013 school years shall be determined as per contract.

- B. Both parties recognize the advisability of furnishing tutoring and/or homebound instructional services in circumstances of student need, as determined by the superintendent.

It is understood that an individual performing instructional services in a tutoring or homebound capacity will be paid at a rate of \$21.57 per hour for 2010-2011. The extent of the services to be controlled by the superintendent. The hourly rate applicable to the 2011-2012 and 2012-2013 school years shall be determined as per contract.

- C.
 - 1. Semester hours must be in major teaching field, or toward Masters or BA +30 and in major teaching field, or toward an advanced degree for MA +30.
 - 2. In placing new personnel on the salary schedule, credit for previous regular K-12 teaching experience only will be given as follows:
 - a. One (1) year of experience for each of the first five (5) years.

- b. One-half (1/2) year of experience for each of the next six (6) years.
 - c. Under no circumstances shall the total experience allowed exceed eight (8) years.
 - d. If accepted experience as calculated by the above three procedures equals other than a whole number, the experience accepted will be reduced to the nearest whole number.
 - e. The district may give credit for other previous teaching experience only with the agreement of the Association.
 - f. As a condition of hire, and after consultation with an Association representative, a teacher who would otherwise be entitled to credit for previous teaching experience under this provision may agree to waive all or any portion of credit for previous teaching experience to accept initial placement on the salary schedule at a lower step than otherwise entitled. The teacher prior to hire shall execute any such waiver in writing.
3. After initial placement on the salary schedule, a teacher's advancement on the schedule will be determined by a combination of initial placement and succeeding years or parts of years service. Should this determination result in a fraction of a year, the placement will be rounded up or down to the nearest whole number (.5 and greater will be rounded up; .49 and less will be rounded down).
- D. A teacher required in the course of his/her employment to use his/her personal automobile shall be reimbursed according to Board policy.
- E. 2010-2011 Teacher Salary Schedule

<u>Step</u>	<u>BA</u>	<u>BA+30/MA</u>	<u>MA+30</u>
1	\$33,026	\$36,190	\$38,061
2	35,758	39,065	40,934
3	38,346	41,944	43,523
4	41,080	44,820	46,402
5	43,591	47,698	49,278
6	45,926	50,385	52,345
7	48,516	53,263	54,559
8	50,747	55,588	57,434
9	53,453	58,580	59,720
10	56,159	61,429	62,710
11	58,677	64,216	65,350
13	61,743	68,454	70,408
17	63,560	70,336	72,154
22	66,473	73,591	75,498
27	70,754	78,343	80,375

F.	Extracurricular Compensation	<u>Percentage Level</u>
1.	Head Varsity Basketball - Boys	11
	Head Varsity Basketball - Girls.....	11
	Head Varsity Football.....	11
2.	Musical	10
	Head Track - Boys	10
	Head Track - Girls.....	10
	Baseball.....	10
	Softball.....	10
	Volleyball	10
	Wrestling.....	10
	Head Swimming - Boys	10
	Head Swimming - Girls	10
	Fall Play	10
3.	Head Cheerleading/PomPon.....	9
4.	Head Tennis - Boys.....	8
	Head Tennis - Girls	8
	Golf.....	8
	Cross Country - Boys	8
	Cross Country - Girls.....	8
	J.V. Basketball - Boys	8
	J.V. Basketball - Girls.....	8
	Freshman Basketball	8
	Freshman Football	8
	J.V. Football.....	8
	Assistant Varsity Football.....	8
	Band Director	8
	Yearbook	8
	Journalism	8
	High School Student Council Advisor.....	8
5.	Coordinators	7
6.	Assistant Track - Boys	6
	Assistant Track - Girls	6
	J.V. Baseball.....	6
	J.V. Softball.....	6
	J.V. Volleyball	6
	J.V. Wrestling.....	6
	Assistant Swimming.....	6
7.	Asst. Freshman Basketball - Boys.....	5
	J.V. Tennis.....	5
	Assistant J.V. Football.....	5
	J.V. Golf	5
	Junior High Basketball	5
	7th-8th Grade Volleyball.....	5
	Junior High Wrestling	5
	Vocal Music	5

Percentage Level

- Forensics5
- Junior High Track.....5
- One Acts5
- Asst. High School Cheerleading.....5
- Assistant PomPon.....5
- Assistant Freshman Football.....5
- Freshman Baseball5
- Junior High Forensics5 Annual
- Junior High Band5

- 8. Junior High Cheerleading.....4
- Science Olympiad4
- Junior High Vocal Music.....4
- NHS Advisor4

- 9. Assistant Junior High Wrestling.....3

- 10. Assistant High School Band Director.....2

- 11. After-school elementary music program will be paid on the basis of 1% (one percent) for each building assignment.

- 12. Accreditation
 - (a) Garber Coordinator: \$1,900
 - (b) Cramer Coordinator: \$1,900
 - (c) Elementary Coordinator: \$2,500
 - (d) Goal Chairs: \$580 each (based on three (3) chairpersons per building)

- 13. Educational Specialist

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
2010-2011	\$4,892	\$5,368	\$5,685

- G. Extra annual pay for extracurricular activities outside of the normal work day, work week, or school year shall be paid to the following positions as next stated: Each teacher will receive a percentage increase of the first seven steps of the Bachelor’s scale based on the number years experience in this system in the field of his/her extracurricular activity.
 - 1. The position of high school athletic director is to be at 11% (eleven percent), in addition to released time to perform the duties of high school athletic director. The amount of released time will be mutually determined annually by the Association and the Board, but will equal approximately $\frac{3}{4}$ (three-quarters) of the school day. The teacher who performs the duties of high school athletic director pursuant to the terms of this provision shall be retained in a full-time classroom teaching assignment. Should the teacher exercise the option to refuse the duties of the high school athletic director for subsequent years or should the Board decide not to offer the position to the teacher or eliminate the position, the Board reserves its rights under the Tenure Act to take action pursuant to just cause should such a situation arise.

2. The Board shall indemnify and hold the Association harmless against all costs, claims, demands, suits or other forms of costs and liabilities which may arise because of litigation alleging discrimination on the basis of sex because of the Association's agreement to the percentages as set forth herein. The Board shall have its choice of attorney and control of any litigation arising under this provision.
- H. All extra duty pay will be made through one payment issued at the completion of the assignment, and verification that the assignment was completed and the person appropriately checked out.
- I. **Prior to November 1, 2010**, in receiving his/her regular teaching salary for a school year, a teacher shall elect one of the following three plans at the beginning of the school year. The teacher must make the election known to the Central Office in writing at least one week prior to the first work day of the school year or plan # 1 will be used.
1. 21 (twenty-one) equal biweekly pay periods.
 2. 26 (twenty-six) equal biweekly pay periods.
 3. 26 (twenty-six) equal biweekly pay periods, with the privilege of collecting the balance at the 21st (twenty-first) pay.

Effective November 1, 2010, all teachers shall have 100% of their wages paid through direct deposit at a financial institution of their choice.

Beginning September 1, 2011, teaching salaries will be paid in 24 (twenty-four) equal installments on the 10th and 25th of each month. The schedule of pay dates for the year shall be published for teachers by the start of each school year. Pay days that would occur on a bank holiday or weekend will be paid on the weekday immediately preceding the scheduled pay day.

In the event that a pay day falls within three (3) days after the start of a vacation period, payroll checks will be delivered to the teachers on the last regularly scheduled work day prior to the start of the vacation period, and dated as of that day, when possible, to execute within the framework of the data processing department of the Bay-Arenac Intermediate School District.

- J. In an individual year that Yearbook or Journalism are scheduled as part of a classroom assignment, the extracurricular percentage of eight percent (8%) will not be paid.
- K. Teachers engaged in curriculum development work outside the normal school year will be compensated at the rate of \$22.39 per hour for the 2010-2011 year. All curriculum development work must have the approval of the superintendent. No teacher will be required to provide such work to the district.

The hourly rate applicable to the 2011-2012 and 2012-2013 school years shall be determined as per contract.

L. Overloads

It is understood that teacher overloads is a practice that is discouraged by both the Board and the Association. A legitimate attempt will be made to hire a certified and Highly Qualified teacher to fill all positions without creating an overload (e.g., newspaper advertisement, contact with college placement services, etc.).

If the Board is unsuccessful in its attempt to hire a certified and Highly Qualified teacher, an overload will first be offered to the most senior teacher who is certified and Highly Qualified in the subject area (as defined in Article VII, C.). If the most senior teacher refuses such assignment, the overload will then be offered to the next senior teacher, etc. Under no circumstances will a teacher be required to accept an overload assignment. An overload assignment will not be offered to any probationary teacher.

An overload assignment will be for only one normal class period per teacher. If overload assignments are necessary, there will be a limit of no more than two overload periods per day per building at the senior and junior high.

Pay for an overload assignment will be based upon the number of classes in the building's current schedule (e.g., one period of the 8-block would equal 1/7 of the teacher's salary, and one period of the 7 period day would equal 1/6 of the teacher's salary).

A teacher assigned an overload will still be assigned one conference period per day. The conference period will be for a time of one (1) hour. With the mutual consent of the teacher and the building principal, this time will be assigned prior to the start of the normal school day (e.g., 8:00 a.m.), after the end of the normal school day (e.g., 3:00 p.m.), or it may be divided between the two time periods.

Overload assignments and teacher selection will first be discussed with the Association before the assignment is made.

M. Hartley

A teacher who voluntarily attends the fifth grade overnight session at Hartley, as required by the school district curriculum, will be granted one (1) day compensation time off upon request to the building principal.

The day must be scheduled prior to May 1st of the academic school year Hartley took place and used prior to the last day of school.

It is further understood that this day off is not to be charged to sick or personal days that may have accrued to the individual teacher or may have accrued to teachers in general. The total number of days granted per year will be limited to the number of fifth grade teachers.

N. Counselor Compensation – Each counselor may be scheduled up to 105 (one-hundred and five) hours of additional time per fiscal year by their building principals based upon their determined needs of, but not limited to, scheduling, graduation, transcripts, enrollments, etc.

Responsibilities and schedules shall be delineated in a meeting between the building principal and the counselor.

The compensation rate shall be a flat \$40.00 per hour worked.

It is understood that a counselor has no right to work all the hours listed and has the option to refuse hours beyond 30 (thirty) hours before the start and up to 15 (fifteen) hours upon completion of the school year.

- O. Kindergarten teachers performing screening for incoming students will be compensated at a flat \$40.00 per hour worked. The time and duration of the screening process will be delineated in a meeting between the building principal and the kindergarten teachers.

- P. Media Specialist Position:
 - 1. The media specialist's parent-teacher conference and curriculum night obligations will be scheduled and coordinated by the assistant superintendent.
 - 2. The media specialist will be compensated at a flat rate of \$40.00 per hour for a maximum of 15 (fifteen) hours for work done prior to the start of the school year in order to prepare databases for A.R., Tungsten, Winnebago and S.T.A.R. These hours are to be scheduled and coordinated by the assistant superintendent.
 - 3. For travel between buildings, the media specialist will receive an annual stipend of \$200.00.

- Q. Teachers being paid on steps higher than 11 shall accrue longevity payments as follows:
 - Upon reaching the 13th (thirteenth) year and thereafter, a teacher shall be paid according to educational experience attained. Compensation will be \$3,017 for BA; \$4,171 for BA+30/MA; and \$4,977 for MA+30.
 - Upon reaching the 17th (seventeenth) year and thereafter, a teacher shall be paid according to educational experience attained. Compensation will be \$1,788 for BA; \$1,851 for BA+30/MA; and \$1,718 for MA+30.
 - Upon reaching the 22nd (twenty-second) year and thereafter, a teacher shall be paid according to educational experience attained. Compensation will be \$2,866 for BA; \$3,203 for BA+30/MA; and \$3,291 for MA+30.
 - Upon reaching the 27th (twenty-seventh) year and thereafter, a teacher shall be paid according to educational experience attained. Compensation will be \$4,213 for BA; \$4,676 for BA+30/MA; and \$4,799 for MA+30.

ARTICLE XXI

CALENDAR

The calendar for the 2010-2011 contract year will remain as mutually agreed upon. Calendars for the 2011-2012 and 2012-2013 school years have been developed with the required number of student instruction days for the respective school years pursuant to Section 1284 of the Revised School Code, MCL 380.1284.

ARTICLE XXII

TEACHER EVALUATION

- A. All administrative observation of the work performance of a teacher shall be conducted openly and with knowledge of the teacher.
- B. In accordance with current applicable law, each teacher shall have the right to review the content of his/her personnel file and have an Association representative present at his/her request.
- C. Each teacher will be evaluated with the Essexville-Hampton professional evaluation criteria as established in June 1980, and revised in 2003. However, the Board and the Association recognize the need to review and revise the professional evaluation criteria to be consistent to current legal and educational developments. Therefore, the Board and the Association agree to establish a Teacher Evaluation Study Committee with the responsibility to assess the need for and develop recommendations for revision of the teacher evaluation process and criteria. The Teacher Evaluation Study Committee shall be comprised of an equal number of teachers and administrators from the elementary, junior high and senior high, appointed respectively by the Association and the Board, not to exceed three (3) appointees each. Revisions to the teacher evaluation process and/or criteria will be made by mutual agreement between the Board and the Association.

ARTICLE XXIII

ACCEPTABLE USE OF INTERNET/INTRANET

The parties recognize that an Acceptable Use Committee was established to develop a mutually acceptable Acceptable Use Policy (AUP) and to present same to the Board for its approval. In the event that any portion of the Acceptable Use Policy is determined to be in violation of law, that portion will become null and void and the Acceptable Use Committee shall meet to recommend appropriate changes. Modifications to the current Acceptable Use Policy shall be recommended by the Acceptable Use Committee and presented to the Board and Association for review and revision.

Teachers are encouraged to use available technologies where applicable and appropriate for classroom instruction. Teachers may be required to use the Internet/Intranet for operational and job specific tasks.

The employer agrees to hold harmless the employee whose use of the Internet/Intranet results in the unintentional damage to the district's computer systems.

Once the district becomes aware of viruses or other potential problems, it shall make every attempt to inform the staff of them and the steps needed for remediation.

**ARTICLE XXIV
DURATION OF AGREEMENT**

The Duration of the Agreement shall be from July 1, 2010, through June 30, 2013.

Wages, health insurance benefits and calendar will be open for the 2011-2012 and 2012-2013 contract years.

APPENDIX

A. Wages and Benefits

Medical:	MESSA Choices
IN Deductible:	\$300/\$600
OON Deductible:	\$600/\$1,200
OV/UC/ER Co-pay:	\$5/\$10/\$25
RX Drug Co-pay:	\$10/\$20
Riders:	AI
	VSP3 Family

In-network deductible will be reimbursed (upon verification by presenting an EOB with deductible paid highlighted) on a quarterly basis.

2010-2011: 0% increase/no step increases/no double step in 2011-2012.

Each full-time teacher electing not to carry health insurance with the district shall be paid the following amount on the last pay preceding the end of the high school's first semester:

Cash in lieu of health care coverage:

<u># Staff Electing</u>	<u>Annual Payment</u>
1-9	\$1,800.00
10-14	\$3,000.00
15-17	\$4,000.00
18-20	\$5,000.00
20 or more	\$6,000.00

B. The Board shall contribute an amount toward all insurance coverage for full-time and part-time teachers which is determined by prorating the amount the Board contributes toward a full-time teacher's insurance coverage according to the part-time teacher's teaching assignment in relation to a full-time teacher's teaching assignment.

C. The Board shall provide to full-time teachers self-insured dental insurance (currently MEBS).

D. Full-Family VSP

Teachers shall be enrolled in a VSP 3 vision insurance program for full-family.

E. The Board shall provide long-term disability insurance coverage with the following general specifications:

1. 60% of salary to a monthly maximum of \$3,000.
2. Individual waiting (elimination) period of 120 days.
3. Employees receiving benefits from the long-term disability insurance coverage would not be authorized to utilize the district sick leave bank. If an insurance company other than the present carrier is selected, there shall be no interruption in benefit coverages. The benefits provided by current carrier shall be utilized as guidelines for future bid specifications. It is understood that prior to award of contract to an insurance carrier, the Board and Association will meet to agree on specifications and benefits.

F. Individual teachers may enter into a tax-deferred annuity program. If the facilities permit, the Board of Education will make deductions and purchase annuities which meet the requirements of Section 403 (b) of the Code for such teachers who make application therefore in a manner satisfactory to the school district. The school district shall select the companies and have no responsibility for the tax or financial results to any employee of such purchases. Other than the above listed, there will be no alternative benefits paid to those who do not receive this.

It is hereby agreed that employee payroll deductions for the following companies for purposes of tax-sheltered annuities will be authorized:

1. Equitable Life Insurance Company
2. VALIC
3. Northwestern
4. A.G. Edwards
5. Northern Life (GLP)
6. Templeton Fund
7. Lincoln National

G. Term life insurance in an amount of at least 100% of the teacher's base salary will be provided for all teachers during the term of the contract. Accidental death and dismemberment insurance shall be provided in addition to the life insurance.

H. There shall not be duplication of either health or dental insurance coverage paid by the Board. Where applicable, one employee shall be designated as the insured and the other as a covered dependent. The employee named as the insured shall be at the option of the employees involved.

I. An individual who has exhausted his/her individual accrued sick leave and is placed on a leave of absence pursuant to Article X, Section A, without collecting days from the Sick Leave Bank in Article IX, Section D, shall have all fringe benefits defined in the Appendix continued throughout the balance of the school year.

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