

CONTRACT
BETWEEN
ADAMS TOWNSHIP SCHOOL DISTRICT
AND
ADAMS TOWNSHIP EDUCATION ASSOCIATION
COPPER COUNTRY EDUCATION ASSOCIATION
PAINESDALE, MICHIGAN

2008 – 2009

TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|---|-------------|
| | DURATION OF AGREEMENT | 1 |
| 1 | RECOGNITION | 2 |
| 2 | ASSOCIATION AND TEACHER RIGHTS | 3 |
| 3 | MANAGEMENT RIGHTS | 5 |
| 4 | TEACHING HOURS AND CLASS LOAD | 6 |
| 5 | SPECIAL STUDENT PROGRAM | 8 |
| 6 | TEACHING CONDITIONS | 9 |
| 7 | QUALIFICATIONS AND ASSIGNMENTS | 12 |
| 8 | VACANCIES, PROMOTIONS AND TRANSFERS | 13 |
| 9 | ILLNESS OR DISABILITY | 14 |
| 10 | PERSONAL BUSINESS | 16 |
| 11 | LEAVES OF ABSENCE WITHOUT PAY | 17 |
| 12 | ACADEMIC FREEDOM | 19 |
| 13 | TEACHER EVALUATION | 20 |
| 14 | PROFESSIONAL BEHAVIOR | 22 |
| 15 | PROFESSIONAL IMPROVEMENT | 23 |
| 16 | MAINTENANCE OF STANDARDS | 24 |
| 17 | STAFF REDUCTION | 25 |
| 18 | PROFESSIONAL COMPENSATION | 27 |
| 19 | SPECIAL TEACHING ASSIGNMENTS | 28 |
| 20 | STUDENT DISCIPLINE AND TEACHER PROTECTION | 29 |
| 21 | INSURANCE PROTECTION | 31 |
| 22 | PROFESSIONAL GRIEVANCE PROCEDURE | 32 |
| 23 | NEGOTIATION PROCEDURES | 39 |
| 24 | MISCELLANEOUS PROVISIONS | 40 |
| 25 | TERMINATION - SEVERANCE PAY | 41 |
| 26 | MEDICALLY FRAGILE STUDENTS | 42 |
| 27 | SCHOOL IMPROVEMENT | 43 |
| 28 | MENTOR TEACHER | 44 |
| | APPENDIX A-1 - SALARY SCHEDULE | 45 |
| | APPENDIX B-1 - CALENDAR | 49 |
| | LETTER OF UNDERSTANDING | 50 |

DURATION OF AGREEMENT

This agreement shall be effective as of the 1st day of September, 2008 and shall continue in effect for a two-year term of this agreement until the 31st day of August, 2009. This agreement shall not be altered or amended except upon mutual consent of the parties hereto.

Agreed to this _____ day of _____, 2008 by:

**ADAMS TOWNSHIP BOARD
OF EDUCATION**

**ADAMS TOWNSHIP EDUCATION ASSOC.
COPPER COUNTRY EDUCATION ASSOC.**

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

This Agreement, entered into this day by and between the Board of Education of Adams Township, Houghton County, Michigan, hereinafter called the "Board" and the Adams Township Education Association and the Copper Country Education Association, hereinafter called the "Association".

BE IT, THEREFORE, RESOLVED THAT:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Copper Country Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all teachers employed by it.
- B. The term "teacher" for purposes of this Agreement shall include personnel on tenure, probation, classroom teachers, guidance counselors, librarians, specialists, but excluding supervisory and executive personnel, office, clerical, and maintenance personnel, drivers and nurses.
- C. Any person shall be considered a teacher for purposes of this contract when filling a teaching position for which no other teacher is employed.
- D. The Association represents probationary teachers in matters of wages, hours and working conditions, but does not represent them in matters of discharge as covered by the Michigan Tenure Act.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

1. TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purposes of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection to the extent permitted by law. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association of collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise, with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except when it impairs the teacher's effectiveness in the classroom or position.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory.

2. ASSOCIATION RIGHTS

- A. The Association shall have the right to use school buildings at all reasonable hours for meetings at such times and such facilities as will not interfere with the regular school activities or other prior commitments by the Board for the same facilities, provided that when special custodial service is required the Board may make a reasonable charge therefore. No charge shall be made for use of school facilities before commencement of the school day, nor after the end of the school day provided custodial help is available during that period of time.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all

reasonable times, provided that this shall not interfere with or interrupt normal school operations, and further provided that such representatives shall first report to the superintendent or building principal's office upon entry and arrange to conduct their business.

- C. The Association shall have the right to use school facilities and equipment including typewriters, mimeographing machines and other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards at least one (1) of which shall be provided in each school building. The Association may use the district mail service and teacher mailboxes for communication to teachers. No teacher shall be prevented from wearing insignias, pins or other identification of membership in the Association either on or off school premises.
- E. The Board agrees to make available for inspection to the Association in response to prearranged requests all information legally available to the public.
- F. The Board will discuss with the Association the educational aspects of major construction programs or major revisions of educational policy. The Association will be given opportunity to advise the Board with respect to said matters prior to their adoption and general publication; final decision is in the Board's sole discretion.
- G. The Board shall place on the agenda of each regular Board Meeting as an item for consideration under "New Business" any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office forty-eight (48) hours prior to said regular meeting.
- H. The Education Association shall indemnify and save the Board of Education harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board of Education for the purpose of complying with the provisions of Paragraphs C, D, and E of Article 2.

3. AGENCY SHOP, MEMBERSHIP FEES AND PAYROLL DEDUCTIONS

- A. Teachers may sign and deliver to the Board an assignment authorizing deductions of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June and September of a given year.

- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA provided; however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph A, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just cause for an involuntary deduction of such fee.

The deduction of membership dues shall be made from the first paycheck each month for ten (10) months beginning in September and ending in June of each year, and the Board agrees to promptly remit to the Treasurer of the local Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

- C. The Association agrees to indemnify and save the Board, their agents and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including dues erroneously deducted and all court or administrative agency costs that may arise out of or by reasons of action taken by the Board or any of its agents for the purpose of complying with this article, provided:
1. The employer gives timely notice of such action to the union and permits the union intervention as a part if it so desires; and
 2. The employer cooperates with the union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

ARTICLE III

MANAGEMENT RIGHTS

The Board, on its own 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 the laws and the Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and employees;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 only 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, and the terms of this Agreement.

ARTICLE IV

TEACHING HOURS AND CLASS LOAD

- A. **Elementary** - Teachers shall be required to report for duty at 8:05 a.m. before the opening of the pupils' regular school day at 8:15 a.m. and shall be permitted to leave at 3:27 p.m. after the close of the pupils' regular school day. Teachers shall remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including mutually agreed upon staff meetings and consultations with parents when scheduled directly with the teacher, except that on Fridays or days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' class day.

Secondary - Teachers shall be required to report for duty at 8:05 a.m. before the opening of the pupils' regular school day and shall be permitted to leave at 3:27 p.m. after the close of the pupils' regular school day. Teachers shall remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including mutually agreed upon staff meetings and consultations with parents when scheduled directly with the teacher, except that on Fridays or days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' class day.

- B. **Secondary** - The weekly teaching load shall conform to the seven (7) period day. This will consist of thirty (30) teaching periods and five (5) unassigned preparation periods.

The parties mutually agree and understand that continuing flexibility with respect to arrangement of teaching periods, preparation periods and the daily and weekly schedule is necessary for progress in education. The parties further mutually agree that the assignment of teaching periods and time of preparation periods and the remainder of the daily and weekly schedule shall be and remain the exclusive prerogative of the Board of Education.

Elementary - The weekly Elementary preparation time shall be equal to the Secondary weekly preparation time.

- C. **Elementary and Secondary** - No departure from these norms, except in the case of emergency, shall be made without prior agreement with the Association.
- D. **Elementary and Secondary** - If a teacher shall teach more than the normal teaching load, as set forth in this Article, he/she shall receive additional compensation at the rate of one-sixth ($1/6$) of one's daily rate of pay for each hour of classroom teaching assignment over the normal teaching load. If a teacher shall fail to teach a normal teaching load he or she shall receive reduced compensation at the rate of $1/6$ of one's daily rate of pay for each hour of classroom teaching assignment under the normal teaching load.

- E. **Elementary and Secondary** - A teacher engaged during the school day in negotiating in behalf of the Association or participating in any professional grievance procedure with any representative of the Board shall be released from regular duties without loss of salary.

- F. **Elementary and Secondary** - All teachers shall be entitled to a duty-free lunch period, as scheduled by the principals, equivalent to the students' lunch period. The teachers agree to meet with the secondary principal or his/her representative to set up a voluntary rotating schedule for inside supervision of the students during the lunch period.

- G. **Elementary and Secondary** - Teachers may use as preparation time those periods during which their classes are receiving instruction from various teaching specialists.

ARTICLE V

SPECIAL STUDENT PROGRAM

- A. The parties recognize that children having physical, mental and emotional problems, as determined through testing and interview procedures for Special Education, may require specialized classroom experiences and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher and class. Such assignments will be made when economically and educationally feasible and with the concurrence of the teacher involved. Special attention will be given to reducing class size where special students are placed in a regular classroom.

- B. The parties, to assist the teacher will cooperate to increase the psychological testing program, and to correlate such activities with the regular classroom activities of the teachers so as better to meet the needs of special students in the community.

ARTICLE VI

TEACHING CONDITIONS

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.
- B. To relieve teachers of clerical activities the Board agrees to engage not less than one (1) clerical aide in the high school, and not less than one (1) clerical aide in the elementary school, if economically feasible.
- C. Because the Board of Education has the statutory duty to educate all children within the boundaries of the school district and because the student-teacher ratio is an important aspect of an educational program, the size of the individual classes shall be given careful consideration and any inequities may be remedied by the Board of Education, if economically and educationally feasible. The following table contains suggested optimum and suggested maximum class sizes.

| | <u>Optimum</u> | <u>Maximum</u> |
|-----------------------------|----------------|----------------|
| <u>1. Elementary</u> | | |
| Kindergarten | 16 | 22 |
| First-Second Grade | 15 | 22 |
| Third-Sixth Grade | 18 | 25 |
| <u>2. Secondary</u> | | |
| English | | |
| Social Studies | | |
| General Education | | |
| Mathematics | 18 | 25 |
| Science | | |
| Language | | |
| Business | | |
| Keyboarding | 25 | 30 |
| Industrial Arts | 15 | 20 |
| CAD | 25 | 30 |
| Vocational Shops | 15 | 20 |
| Homemaking | 15 | 20 |
| Music | 30 | 40 |

| | | |
|--------------------|----|-----|
| Art | 20 | 25 |
| Physical Education | 25 | 30 |
| Pool | 18 | 25 |
| Health | 18 | 25 |
| Study Hall | 75 | 100 |

- D. The Board recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Furthermore efforts shall be continued to seek textbooks and supplementary reading materials, which contain the contribution of minority groups to the History, Scientific and Social Development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- E. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein texts which are reasonably requested by the teachers of that school.
- F. The Board shall provide:
1. A desk in each classroom in the district with lockable drawer space.
 2. Adequate chalkboard/whiteboard space in every classroom, upon request of the teacher.
 3. Copies exclusively for each teacher's use of all texts used in each of the courses he/she is to teach.
 4. An appropriate dictionary in every classroom.
 5. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other material required in the daily teaching responsibility.
- G. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and a smoke free faculty lounge. Furnishing for such facilities will be mutually agreed upon by the Association and the Board.
- H. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being.

ARTICLE VII

QUALIFICATIONS AND ASSIGNMENTS

- A. The Board shall employ teachers who have at least a Bachelors degree from an accredited college or university. This provision in no way inhibits the Board's right to hire non-degreed vocationally certified personnel.
- B. The employment of teachers upon special certificates is to be permitted only in case of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance.
- C. It is the agreement of the parties that the assignment of teachers shall continue to be the exclusive prerogative of the superintendent of schools subject to the approval of the Board of Education. Insofar as can do so with the staff available, the superintendent shall assign teachers wherever possible within the scope of their teaching certificates and within the scope of their major or minor fields of study.
- D. All teachers shall be given written notice of their teaching assignment for the forthcoming year no later than July 1. In the event that subsequent changes in such teaching assignments are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than July 1, preceding the commencement of the school year, unless agreed to by the teachers' association.
- E. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer courses, shall be with the consent of the teachers. Preference in making such assignments will be given to teachers regularly employed in the district. Other qualifications being equal, seniority shall be the determining factor in selection. Notice of such positions shall be posted as soon as possible prior to their starting date. Where possible, teachers shall be advised and encouraged to meet qualifications. The ATEA recognizes that the term preference is not a guarantee, but all else being equal, preference for an ATEA member would be expected.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy in the bargaining unit shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting. As positions become available during the summer, the Association shall be notified by mail (certified or registered) of the existence of such openings.
- B. Any teacher may apply for such vacancy. In filling such a vacancy the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors.

The Board declares its support of a policy of promotion from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of the Agreement, shall mean continuous employment in a school of the district excluding all periods when the teacher was on leave for any cause except course work applicable to his/her teaching profession.

- C. A reasonable effort shall be made for the voluntary transfer, by seniority, of teachers before the superintendent arranges for the involuntary transfer of any teachers.

The Board will make assignments in accordance with the needs of the district and will consider, but not limit itself to, the interests and aspirations of its teachers as well as the seniority of those interested.

"Transfer" shall mean the movement of a teacher from one building to another or from elementary to secondary education or from secondary to elementary education, or within the area of a teacher's certification.

- D. A vacancy shall be defined as any position either newly created or a present position to be filled that is not filled. Posting of a position may not be required if a person on lay-off status is certified to fill such vacancy.
- E. Whenever a vacancy occurs in the professional staff the Board will give written notice to the Association President and post in each building as soon as possible. No vacancy shall be filled except in case of emergency on a temporary basis until such vacancy shall have been posted for at least seven days. During the summer recess any qualified bargaining unit member may apply for a posted position by submitting a written application to the Superintendent within 14 days of the posting date through August 15 and within 7 days of the posting day from August 16 to the start of the school year.

ARTICLE IX

ILLNESS OR DISABILITY

- A. Each teacher shall be credited with six (6) days' of sick leave allowance at the beginning of the first semester and five (5) days' of sick leave allowance at the beginning of the second semester to be used for absences caused by illness or physical disability of the teacher or his/her immediate family. The unused portion of such allowance shall accumulate from year to year to a total of one hundred and seventy (170) days.

A sick leave bank may be established by bargaining unit members from their accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of fifty (50) days. The pool shall be created by a one (1) occasion voluntary contribution of sick days from a member's accumulated sick leave bank and shall not exceed a contribution of five (5) sick days.

A committee composed of three (3) members of the Association and one (1) member of Administration shall administer the pool of unused sick leave days generated by this process. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or childcare purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes and the granting or denial of the use of sick leave pool days shall not be subject to the grievance procedure.

If the sick leave bank is depleted, the Association membership shall be provided with an opportunity to replenish the bank by an agreed upon voluntary contribution of Association member's accumulated sick days.

Upon depletion of his or her personal sick days, any bargaining unit member may make a written application to the committee to utilize sick leave pool days. Reports on the status of this sick leave pool, including the number of days remaining, will be provided to the Association upon request.

- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may, at the discretion of the Board, be renewed each year upon written request by the teacher.
- C. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.
- D. Absence due to injury or illness incurred in the course of the teacher's employment compensated for by the Michigan Workman's Compensation Act shall not be

charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workman's Compensation Act for the duration of such absence, but not in excess of one (1) school year.

- E. A teacher's pregnancy shall be treated as any other disability.

ARTICLE X

PERSONAL BUSINESS

- A. At the beginning of every school year each teacher shall be credited with three (3) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher must notify the superintendent one (1) day in advance except in cases of emergency. No personal business days will be granted adjacent to a holiday break or the first or last work day of the school year except in emergency cases and are subject to approval by the Superintendent. Such requests will be explained. Days before or after a holiday may be taken without pay. Such requests will be made at least ten (10) days in advance. Two (2) unused accumulated personal business day shall be carried over to the following year. Personal business days shall not total more than five (5) in any school year. If three (3) or more consecutive personal business days are to be taken, the third or more such day/s is subject to approval of the principal or superintendent. Any unused personal leave days are to be credited to accumulated sick leave at the end of the school year.
- B. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- C. At the beginning of every school year, the Association shall be credited with six (6) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. Days that are reimbursable by the Michigan Education Association shall not be used under the terms of this paragraph.
- D. At the beginning of every school year each teacher shall be credited with six (6) days to be used for the purpose of attending a funeral(s) for members of the immediate family (parent, sibling, spouse, child of bargaining unit member and/or his or her spouse). Funeral leave for persons other than members of the immediate family is subject to the approval of the superintendent. In each case the teacher shall notify the superintendent at least one (1) day in advance whenever possible.

ARTICLE XI

LEAVES OF ABSENCE WITHOUT PAY

- A. The Board may grant a leave of absence of up to one (1) year without pay to a tenure teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; or engaging in study at an accredited college or university reasonably related to his/her professional responsibilities; or cultural, travel or work programs related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period, and shall be given a position of like responsibility and privilege taking into consideration the seniority of the individual. The teacher will provide written notice of return to his/her position not less than 30 days prior to the end of the leave period. A teacher shall also be granted one year of seniority if he/she has used the leave of absence for the purpose of continuing his/her education related to his/her professional responsibilities.

- B. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period, and shall be given a position of like responsibility and privilege taking into consideration the seniority of the individual.

- C. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such teachers shall be placed at the same positions on the salary schedule as they would have been had they taught in the system during such period, and shall be given a position of like responsibility and privilege taking into consideration the seniority of the individual. The teacher will provide written notice of return to his/her position not less than 30 days prior to the end of the leave period.

- D. One (1) year leave of absence shall be granted to a teacher, upon application, for the purpose of campaigning for a public office. A leave of absence, not to exceed four (4) years, may be granted to any tenure teacher, upon application, for the purpose of campaigning for or serving in a public office. The teacher will provide written notice of return to his/her position not less than 30 days prior to the end of the leave period. Upon return from such leave a teacher shall be given a position of like responsibility and privilege taking into consideration the seniority of the individual.

- E. At the discretion of the Board of Education and administration a one (1) year leave of absence may be granted to any tenure teacher upon his/her request. This leave request must be given to the Board at least ninety (90) days prior to the anticipated opening of the school year for which the leave is to be granted. This leave of absence shall not be credited towards advancement on the salary schedule. The teacher will provide written notice of return to his/her position not less than 30 days prior to the end of the leave period.

- F. Upon application to the Board, a teacher may be granted childcare leave (see FMLA) without pay, for up to one (1) year. Such childcare leave may be renewed upon written request and presentation of a document of medical need. Seniority shall not accrue nor will advancement on the salary schedule be made when on such leave. The teacher will provide written notice of return to his/her position not less than 30 days prior to the end of the leave period.

ARTICLE XII

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility to inspire meaningful awareness of a respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual responsibility. It is recognized that these democratic values can best be transmitted in an atmosphere that is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be encouraged and no special limitations shall be placed upon study, investigation, human society, the physical and biological world and other branches of learning; subject only to accepted standards of professional educational responsibility.
- C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedure will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.
- D. Paragraphs A, B, and C of this Article are limited by the application of the Michigan School Code of 1955 as amended, the Michigan Tenure of Teachers' Act, the rules and regulations of the State Board of Education, and the Codes of Ethics of the National Education Association and the Michigan Education Association.

ARTICLE XIII

TEACHER EVALUATION

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly. Any security cameras, placed in Jeffers High School or the South Range Elementary School, will not be used for the purpose of teacher evaluation.
- B. Evaluations shall only be conducted by a building principal, assistant principal, or other qualified administrator as designated by the Board of Education. Each written review of the teacher's job performance shall be based on at least a twenty-five (25) minute period of classroom observation.
- C. The performance of all teachers shall be evaluated in writing as follows:
 - 1. Probationary teachers shall be evaluated in writing at least two (2) times each year; once on or before December 1 and again on or before April 1. A personal meeting will be held with ten (10) school days thereafter to review the job performance of the probationary teacher.
 - 2. Tenure teachers shall be evaluated in writing at least once every two years; on or before May 1. A personal meeting will be held with each tenure teacher within ten (10) school days thereafter to review his/her job performance.
- D. Two (2) copies of the written evaluation shall be submitted to the teacher, one to be signed and returned to the administration and the other to be retained by the teacher. In the event that the teacher feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her evaluation file.
- E. Each teacher shall have the right upon request to review the contents of his/her evaluation file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- F. Teacher evaluation criteria shall include, but not be limited to:
 - 1. The teacher's knowledge of the subject matter to be taught.
 - 2. The teacher's ability to impart the subject matter.
 - 3. The teacher's manner and efficacy of classroom control and student discipline.

- G. It is the desire of the Association and the Board to encourage and promote teaching excellence; therefore, the Administration shall actively assist in a positive manner any staff member whose shortcomings have been noted in a written evaluation. The Association will cooperate in these efforts.
- H. Each teacher shall have the right, upon request, to review the contents of his/her personal file after all confidential recommendations have been removed. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each file shall be initiated as of the date of ratification of the contract and shall contain the following:

Required medical information
All teacher evaluation reports
Copies of annual contracts
Record of teacher certificate transcript of academic records
Tenure recommendation

Any of the above information not in the folder at such date will be included in the file if the teacher so desires and supplies such. No material submitted as non-confidential may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become part of the said file.

- I. Notice must be given to a faculty member no later than sixty (60) days prior to the ending of the school year for probationary teachers if services are not acceptable to the administration.

ARTICLE XIV

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions 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. Except in an emergency situation, a teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and, upon receipt of a written authorization by the teacher, such information shall be provided to the Association. Any teacher relieved of extra-curricular services shall be notified in writing of the reason for such termination.
- D. Teachers will be expected to remain on duty in the event of an emergency situation until students have been dismissed. In the event of an isolated incident the teacher will be expected to remain on duty for a reasonable length of time.

ARTICLE XV

PROFESSIONAL IMPROVEMENT

- A. The parties' support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel and participation in community educational projects.
- B. Upon written application made two (2) weeks in advance and upon approval of the administration and the Board, teachers may be permitted to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed reimbursable by the Board upon submission of an itemized list of said expenses with obtainable receipts attached thereto. A teacher attending such conferences or meetings upon the permission of the Board shall be granted sufficient leave time to attend without loss of compensation.
- C. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.

ARTICLE XVI

MAINTENANCE OF STANDARDS

- A. In the event that this district shall be combined with one (1) or more districts, the Board will use its best efforts to assure the continued employment of its members in such consolidated district.
- B. When economically and educationally feasible all conditions of employment, including teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the standards in effect in the district at the time this Agreement is signed except where the same may be altered, amended, or changed by the express provisions of this Agreement.
- C. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

ARTICLE XVII

STAFF REDUCTION

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program; curriculum and/or staff and that the procedures set forth in this article shall be used in laying off personnel.

A. LAYOFF PROCEDURE

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

1. Probationary teachers shall be laid off first beginning with the least senior probationary teacher, provided there is a probationary teacher or a tenured teacher certified and qualified to perform the duties of the position vacated, or unless the position that the probationary teacher is vacating is being eliminated altogether.
2. If the reduction of staff is still necessary, then tenured teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. 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.
3. A tenured teacher who is laid off pursuant to this article has the right to be placed in a teaching position for which he/she is certified to fill and which is occupied by a teacher with less seniority. The Board shall determine which position the senior tenured teacher shall occupy in conformance with the qualification standards promulgated and adopted.

SENIORITY

4. For the purposes 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. Part-time employees working the full academic school year shall have their seniority calculated on a pro-rata basis. An employee on an authorized leave of absence shall not accrue additional seniority while on leave but shall be deemed to be continuously employed, except as otherwise provided for in Article 11-A. An employee shall lose his or her seniority when he or she resigns from the school district.

QUALIFICATIONS

5. For the purpose of this article qualified shall be defined as possession of the appropriate certification necessary to teach the assignment in question.

RECALL PROCEDURE

6. Recall of tenure teachers shall normally 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 as herein set forth to teach the specific course he or she is being assigned.

CHANGES IN QUALIFICATIONS AND CERTIFICATION WHILE ON LAYOFF

7. A tenured teacher who because of additional work experience or college training has changed their qualifications and/or certification may be entitled to advanced recall based on certification and qualifications and proper notification to the Board, provided a vacancy exists.

INDIVIDUAL CONTRACT

8. 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.

SENIORITY LIST

9. A seniority list will be provided to the Association each school year by December 15.
- B. No non-probationary employee covered by this Agreement shall be discharged or disciplined without just cause.

ARTICLE XVIII

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Schedule for Experience - The Board has the option of granting up to eleven (11) years of experience for new employees providing the teaching experience, in the judgment of the Superintendent, is directly related to his/her teaching assignment.

Salary schedule credit will be given for up to two years of military service experience at the discretion of the superintendent.
- C. The salary schedule is based upon the regular school calendar as set forth in Appendix C and the normal teaching load as defined in this Agreement.
- D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- E. Veterans will be advanced one (1) year on the salary schedule for each year of active service if drafted into the U.S. Armed Forces or equivalent service, providing service interrupts college teacher education or immediately follows college.
- F. At the end of the school year a teacher will be paid his or her final payment check upon request.

ARTICLE XIX

SPECIAL TEACHING ASSIGNMENTS

- A. Assignments for the Adult Education, Driver Education and Summer School Program will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the district during the normal school year.
- B. The Board agrees at all times to maintain a practicable list of substitute teachers. Teachers shall be informed of a telephone number they shall call between 7:00 and 7:30 am. to report unavailability for work.

ARTICLE XX

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to the teacher and a representative of the Board that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons the Board will take steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is, likewise, recognized that when discipline problems occur the teacher with encouragement, praise, and emphasis upon the child's desirable characteristics may most constructively deal them with. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil from one (1) class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident.
- D. Procedure for suspension of students from school shall be distributed to secondary students, teachers and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and interview with the child and his/her parents when warranted. Transfer of the student to another teacher who has one (1) or more pupils in class who constitute serious behavioral problems shall be accomplished only with the consent of the teacher and appropriate recognition shall be given by way of reducing class size or greater or more frequent relief periods whenever possible.
- E. Any case of assault upon a teacher by a student shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- G. The Board will, at its discretion, reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the

school or on the school premises upon the completion of the investigation and consideration of such loss, damage, or destruction.

- H. Whenever disciplinary action is taken against a teacher any notice thereof to be included in said teacher's personnel file will be reported in writing to the teacher concerned.
- I. In the opinion of the Board, if a breach of professional ethics occurs the Association shall be notified after consultation with the teacher.

ARTICLE XXI

INSURANCE PROTECTION

- A. Upon submission of a written application, the Board agrees to provide, MESSA PAK Choices II and a Rx co-pay \$5/\$10 protection for each teacher and his/her eligible dependents, provided that the employee has completed their contractual year. The Employees shall be responsible for the payment of the Rx drug co-pay of \$5 / \$10.

The district and its business office with regard to an employee's processing of his/her deductible or prescription drug reimbursement claim shall exercise confidentiality.

- B. Upon written application the Board will provide without cost a Delta Dental 100-80-80 plan with \$1,500 orthodontic rider for each employee and their eligible dependents.
- C. The Board will provide without cost to the employee MESSA VSP-3+ Vision Care for all eligible employees and their eligible dependents.
- D. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve month period commencing September 1st and ending August 31st when necessary premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- E. The Board shall make available for each teacher the opportunity to enroll in the Verity Insurance Program at the teacher's own expense and will, upon written authorization, deduct the appropriate premiums from the teacher's regular pay check and make the premium directly to Verity.
- F. Employees may take advantage of the District's Cafeteria Plan that complies with the IRS Code Section 125. An employee not electing health care protection as provided above, may upon written application, apply the single subscriber rate, not to exceed \$500 monthly of said health care insurance toward the purchase of MEFSA and/or MESSA Fixed and variable option programs. Any amounts exceeding the Board subsidy shall be payroll deducted.

ARTICLE XXII

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary teacher.
 2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
- B. The term "days" as used herein shall mean days in which school is in session except during the summer when days shall mean calendar days excluding holidays and weekends.
- C. A written grievance must be submitted on the proper form, a facsimile of which is included in this contract. Any form containing errors or omissions may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- D. **Step I** - A teacher believing himself/herself wronged by an alleged violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence, or within sixty (60) days of the discovery thereof, orally discuss the grievance with the building principal, either directly or through the Association representative, with the objective of resolving the matter informally.

If, within three (3) days of the informal discussion with the building principal, a grievance still exists the teacher may invoke the formal grievance procedure through the Association by filing with the building principal a grievance form with the grievant's portion of Step I completed. The principal shall render his/her disposition in Step I and return the form to the Association within three (3) days of its submission to him/her.

Step II - If the aggrieved person is not satisfied by the principal's written disposition at Step I the written grievance shall be filed by the Association with the superintendent within five (5) days of the written disposition by the principal. Within eight (8) days of receipt of the written grievance the superintendent shall arrange to meet with the grievant, and/or at the option of the grievant the Association representative, to discuss the grievance. The superintendent shall render his/her disposition in Step II and return the form to the Association within five (5) days of the discussion.

Step III - If the grievant is not satisfied by the disposition of the grievance by the superintendent in Step II, or if no disposition has been made within the time limit, the grievance may be submitted to the Board by filing the grievance form with the

Board secretary not less than five (5) days prior to the next regularly scheduled Board meeting for placement on the meeting agenda.

The Board shall render a decision in Step III after receiving the written grievance and meeting with the grievant and the Association. In no event, except with written consent of the Association, shall final determination by the Board be made and returned to the Association more than fifteen (15) days after meeting with the grievant and the Association.

Step IV

1. Individual teachers may not process a grievance at Step IV.
2. If the Association is not satisfied with the disposition of the grievance at Step III it may refer the matter for arbitration to the American Arbitration Association, in writing, provided that notice is given to the Board, or its designated representative, within ten (10) days after the written decision of the Board at Step III. The arbitrator will be selected according to the rules of the American Arbitration Association except each party shall have the right to peremptorily strike not more than three (3) names from the list of arbitrators.
3. Neither party may raise a new defense or ground at Step IV not previously raised or disclosed at other written Steps. Each party may submit to the other party, by mutual agreement not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defense which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

Miscellaneous Provisions

1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
2. After a case of which the arbitrator is powered to rule hereunder has been referred to him/her it may not be withdrawn by either party except by mutual consent.
3. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
4. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

5. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
6. Filing and presentation of grievances shall not interfere with a teacher's regular assigned duties unless mutually agreed to by both parties.

GRIEVANCE REPORT FORM

Grievance _____ School District Distribution of Forms

GRIEVANCE REPORT

Submit to Principal in Duplicate

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

| <u>Building</u> | <u>Assignment</u> | <u>Name of Grievant</u> | <u>Date Filed</u> |
|-----------------|-------------------|-------------------------|-------------------|
|-----------------|-------------------|-------------------------|-------------------|

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Article and Paragraph of contract alleged to have been violated

Article (s) _____ Paragraph (s) _____

2. Statement of Grievance

—

—

—

—

—

—

(If additional space is needed in reporting Sections B 1 and 2 of Step I, attach an additional sheet.)

3. Relief Sought

—

—

—

—

—

Signature Date

C. Disposition by Principal

—

—

—

Signature Date

D. Position of Grievant and/or Association

Signature

Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee

—

—

—

Signature

Date

C. Position of Grievant and/or Association

—

—

—

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board

Signature

Date

C. Position of grievant and/or Association

—

—

—

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator

Signature

Date

**NOTE: All provisions of Article _____ of the Agreement date _____, 20
____ WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF
GRIEVANCES.**

ARTICLE XXIII

NEGOTIATION PROCEDURES

- 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, it is recognized that matters of mutual concern may arise from time to time which have not been negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While the Association and the Board shall execute no final agreement without ratification, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. When mutually agreeable the Association's negotiating subcommittee of no more than three (3) members shall be granted release time to permit the parties to negotiate during the regular school hours.

- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission take any other lawful measures it may deem appropriate.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

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

B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent within the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

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

D. 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 or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

F. There shall be three (3) signed copies of the final Agreement for the purposes of record. One (1) will be retained by the Board, one (1) by the Superintendent, and one (1) by the Association.

ARTICLE XXV

TERMINATION - SEVERANCE PAY

A. To be eligible for benefits under this program, a teacher shall be employed for at least ten (10) consecutive years of service by the Adams Township School Board of Education.

B. A lump sum payment of Seven Thousand Five Hundred Dollars (\$7,500.00) shall be paid a staff member who qualifies for termination severance pay upon retirement.

C. It is further understood that the School District may negotiate and implement other early retirement special inducements for staff members with the consent and approval of the Adams Education Association.

ARTICLE XXVI

MEDICALLY FRAGILE STUDENTS

When a general education classroom teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his or her bodily function, nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures that may be necessary on occasion due to the student's impaired condition. Teachers agree to render routine non-medical assistance.

ARTICLE XXVII

SCHOOL IMPROVEMENT

The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools as provided in Act 197, P.A. 1987 (Section 15.1919 (919b) MSA) or other similar plans:

- A. Participation in the planning by the employee is voluntary if outside of the regular school day.
- B. Participation or non-participation in the planning shall not be used as a criteria for evaluation, discipline, and discharge.
- C. The Master Agreement may not be modified in whole or in part except by mutual written agreement by the Association and the Board.

ARTICLE XXVIII

MENTOR TEACHER

For the duration of this contract, a certified teacher may be recruited from the teaching staff by an administrator in order to work with and mentor new, non-tenured teachers. The objective is to help the new teacher become as effective as possible during the period of pre-tenure. This mentor should have at least five years of successful teaching experience and be willing to volunteer time to meet with and advise the new teacher in close concert with the principal; however, the mentor should take no part in the actual appraisal process, rather he/she should aid the newcomer in receiving a positive appraisal by an administrator. Since the position of mentor is voluntary, he/she may withdraw from the process at any time.

**APPENDIX A-1
ADAMS TOWNSHIP SCHOOL DISTRICT
SALARY SCHEDULE 2007-08**

| <u>Steps</u> | <u>B.A.</u> | <u>B.A.+Cert.</u> | <u>M.A.</u> | <u>M.A.+15</u> | <u>EdSp</u> | <u>PhD</u> |
|--------------|-------------|-------------------|-------------|----------------|-------------|------------|
| 0 | \$31,171 | \$32,121 | \$33,071 | \$34,021 | \$34,571 | \$35,121 |
| 1 | \$32,922 | \$33,872 | \$34,822 | \$35,722 | \$36,322 | \$36,872 |
| 2 | \$34,673 | \$35,623 | \$36,573 | \$37,523 | \$38,073 | \$38,623 |
| 3 | \$36,424 | \$37,374 | \$38,324 | \$39,274 | \$39,824 | \$40,374 |
| 4 | \$38,175 | \$39,125 | \$40,075 | \$41,025 | \$41,575 | \$42,125 |
| 5 | \$39,926 | \$40,876 | \$41,826 | \$42,776 | \$43,326 | \$43,876 |
| 6 | \$41,677 | \$42,627 | \$43,577 | \$44,527 | \$45,077 | \$45,627 |
| 7 | \$43,428 | \$44,378 | \$45,328 | \$46,278 | \$46,828 | \$47,378 |
| 8 | \$45,179 | \$46,129 | \$47,079 | \$48,029 | \$48,579 | \$49,129 |
| 9 | \$46,930 | \$47,880 | \$48,830 | \$49,780 | \$50,330 | \$50,880 |
| 10 | \$48,681 | \$49,631 | \$50,581 | \$51,531 | \$52,081 | \$52,631 |
| 11 | \$50,432 | \$51,382 | \$52,332 | \$53,282 | \$53,832 | \$54,382 |

Longevity payment increase of \$200 at the thirteenth (13th) year and an additional \$100 per year at the completion of each year thereafter starting with the fourteenth (14th) year of continuous service in the Adams Township School System.

The Adams Township Board of Education agrees to pay an additional \$450 for those teachers who attain vocational certification which requires work experience beyond the regular academic requirements and who uses such certification to the advantage of the Adams Township School District during the regular school day.

EXTRA PAY FOR EXTRA SERVICES. The Board agrees to pay employment at the following rate for extra services performed. Longevity in an extra-curricular position does not denote tenure. Assignments will be made at the discretion and approval of the administration prior to any paid activity.

EXTRA CURRICULARS. Extra curricular payments shall be premised and paid upon the B.A. Base. Beginning with the 2008-2009 contract year, any newly assigned varsity coach earning 14.75% of the BA Base will be placed on the following schedule:

Year One 70% of the BA Base calculation
 Year Two 80% of the BA Base calculation
 Year Three 90% of the BA Base calculation
 Year Four 100% of the BA Base calculation

2008-2009

| | |
|---|---------|
| Cheerleading | 3% |
| Basketball-Boys Varsity Coach | 14.75% |
| Basketball-Boys J.V. Coach | 6.5% |
| Basketball-Girls Varsity Coach | 14.75% |
| Basketball-Girls J.V. Coach | 6.5% |
| Basketball-Boys Jr. High Coach | 3.5% |
| Basketball-Girls Jr. High Coach | 3.5% |
| Basketball-Freshman Coach (Boys or girls) | 4% |
| Basketball-Elementary Boys' | 1.5% |
| Basketball-Elementary Girls' | 1.5% |
| Hockey Varsity Coach | 14.75% |
| Hockey Varsity Assistant | 5.7% |
| Cross Country Coach | 5% |
| Competitive Swimming | 5% |
| Track | 5% |
| Golf Coach | 3% |
| Year Book Advisor | 2% |
| Chaperons-Per Occasion | \$17.00 |
| Safety Patrol | 3.5% |
| Safety Patrol Chaperon | .3% |
| School Play Director | 2.8% |
| Senior Advisor | 1.2% |
| Junior Advisor | 1.2% |
| Class Advisor (Grades 7 - 10) | .6% |
| Newspaper Advisor | 1.1% |
| Timing & Scoring Basketball Games-J.V. | \$10.00 |
| Timing & Scoring Basketball Games-Varsity | \$10.00 |
| **Music Director | 9.5% |
| Student Council Director | 3% |
| Junior High Track | 1.1% |

| | |
|-------------------------|----|
| Nesbit Director | 2% |
| Nesbit Staff | 1% |
| MATHCOUNTS/MCTM | 1% |
| National Honor Society | 2% |
| Destination Imagination | 1% |
| High School Bowl | 1% |

DEPARTMENT HEADS

There shall be a maximum of six department heads which shall be paid an annual stipend of \$200 and shall include but not be limited to departments heads in:

- A. Math
- B. Science
- C. Business and Technology
- D. English and Foreign Language
- E. Physical Education and Health
- F. Social Studies

There may be a local area Network Supervisor who shall be paid \$4200 or provided an extra preparation period at the Superintendent's discretion.

A committee composed of the superintendent; a member of the Board of Education and two members of the Adams Township Education Association shall set payment for newly established extra curricular activities.

**This pay does not include any summer band activities.

A. When substitute teachers cannot be located the principal may assign teaching staff members to classes during their preparation periods, provided that the teacher agrees and does not neglect previous assignments. These assignments are to be made only when substitute teachers are unavailable.

The rate of pay is to be Fourteen Dollars (\$14.00) per period effective beginning of the 2004-2005 school year.

B. The rate of compensation for use of personal automobile conveyance shall not be less than Twenty-five (25) Cents per mile or the entire direct travel cost for use of the most reasonable available public conveyance for travel on field trips or other business of the district.

C. Assignments in Adult Education and Summer School shall be compensated at Twelve Dollars and Fifteen cents (\$12.15) per contact hour and Driver Education shall be compensated at Twelve Dollars and Thirty-Six cents (\$12.36) per contact hour. An additional \$1.00 an hour stipend shall be paid to the drivers'

education instructor after the instructor has completed 8 years and 16 years of service as a drivers education instructor

D. Varsity head coaches shall be paid One Hundred Dollars (\$100.00) as a longevity payment after they have completed eight years of service as a head coach. An additional One Hundred Dollar (\$100.00) stipend shall be paid to the varsity head coaches after they have completed 12 years, 16 years and 20 years of service as a head coach

E. Distance learning teachers shall be paid One Hundred Dollars (\$100.00) per semester for each course taught. A second section of the same course is not paid \$100 additional.

F. Lunch-time supervision shall also be voluntary. Compensation shall be Ten Dollars (\$10.00) per lunch period or compensation time. Two lunch periods shall equal one class period.* An effort will be made to share lunch time supervision. The purpose of this is to prevent an employee from being away from his or her class too often.

*One lunch period = ½ class period; 7 class periods = 1 day

G. Use of compensatory time by teachers:

- 1) Teacher can accumulate only four full days; then must use between one-half and two days.
- 2) Only two teachers can use compensatory time at one time unless adequate coverage is available, then three at principal's discretion.
- 3) Teacher can roll over only two days to the following school year.
- 4) Teacher may use no more than two days in conjunction with personal days.
- 5) Days used adjacent to any holiday must be applied for two weeks in advance except in emergency situations. (Principal's definition of emergency)
- 6) Cannot be used the first or last day of a school year.

Appendix B-1
Adams Township School District
School Calendar 2008-2009

| | |
|----------------|---|
| August 26 &27 | Teacher In-service (9:00 A.M.) |
| September 2 | First Day of School – Full Day |
| September 24 | ½ Day: Powerschool In-service in the P.M. |
| October 10 | Area Wide In-service |
| October 31 | End of 1 st marking period |
| November 5 | Evening P/T at JHS or SRE |
| November 6 | ½ Day for Students: P/T in the p.m. at both buildings, evening too at ? |
| November 7 | No School – A.M. In-service for staff |
| November 27-28 | Thanksgiving Recess |
| December 19 | Christmas Recess begins at the end of the regular school day |
| January 5 | School Resumes |
| January 15 | End of second marking period and the 1 st semester |
| January 16 | No School – In-service a.m. / Records Day p.m. |
| February 25 | Evening P/T at JHS or SRE |
| February 26 | ½ Day for Students: P/T in the p.m. at both buildings, evening too at ? |
| February 27 | No School |
| March 10-13 | MME Test Week |
| March 20 | End of 3 rd marking period |
| March 24-27 | MME make-up test Week |
| April 3 | Spring Recess begins at the end of the regular school day |
| April 14 | School Resumes |
| May 24 | Graduation Day: JHS Gymnasium at 2:00 P.M. |
| May 25 | Memorial Day Recess |
| June 5 | End of 4 th marking period, second semester and school year. |

In the event of snow days, delays and other school closings that require make-up to be eligible for full state aid, time will be added in June 2009.

**LETTER OF UNDERSTANDING
BETWEEN
ADAMS TOWNSHIP BOARD OF EDUCATION
AND
ADAMS TOWNSHIP EDUCATION ASSOCIATION**

The above named parties hereby agree that:

This letter encompasses the entire understanding between the Adams Township Education Association (the "union") and the Adams Township School District Board of Education (the "employer") regarding voluntary recess coverage by certified professional staff (the "union"). The certified professional staff agrees to provide on-site voluntary recess coverage for both the A.M. and P.M. recess periods. It is understood and agreed upon by the parties hereto that if the union fails to provide on-site recess coverage for the District's recess periods that the School Principal may assign a certified professional staff member to such recess coverage on a rotation basis. It is further agreed that each recess period (K-6) will be monitored by no less than nor more than two certified persons unless the recess period is split by the employer for upper elementary students and lower elementary students and in that event only one certified professional staff member shall be obligated to monitor each recess period. The parties also acknowledge that the employer shall have the option of providing additional non-certified professional staff to assist supervision of the recess periods and/or to provide assistance for students who have special needs.

The employer agrees that it will furnish the certified professionals (the union) minute for minute preparatory time for this service (recess coverage). The individuals on recess duty can accumulate up to a total of 104 duty periods or four (4) workdays of this preparatory time. A workday consists of 26 duty periods. Once this total amount of time is accumulated, an individual is required to use no less than one-half day nor more than two (2) full days of this time before he/she can begin to accumulate additional preparatory time under this agreement. The building Principal may, at his/her discretion, accommodate use requests of lesser amounts of time. The certified staff member (the union) may use this preparatory time at his/her discretion by notifying the building Principal two (2) business days in advance of the use date. This "reasonable" notice may be waived by the building Principal if he/she considers the request as being made in a sufficient length of time to allow appropriate coverage for the certified individuals professional duties.

It is also understood that no more than two (2) certified staff may use the preparatory time on any given day. The building Principal may, at his/her discretion, allow a third staff member use of preparatory time if adequate substitute coverage can be arranged for a given day making the total using of such time three (3) on any given day.

Days (preparatory time) used adjacent to any holiday period must be applied for two (2) weeks (ten business days) in advance except in emergency situations. The definition of emergency will be as defined by the building Principal. Days (preparatory time) available at the conclusion of a school year shall not exceed two (2) full days. Preparatory days cannot be used on the first or last school day of any school year.

