

AGREEMENT
BETWEEN THE
LAKE LINDEN-HUBBELL BOARD OF EDUCATION
AND THE
COPPER COUNTRY EDUCATION ASSOCIATION

Effective
September 1, 2008
through
August 31, 2009

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ARTICLE 1

INTRODUCTION

This Agreement entered into this 1st day of September, 2008 by and between the Board of Education of the Lake Linden-Hubbell Public Schools, Lake Linden, Michigan, hereinafter called the "Board", and the Lake Linden-Hubbell Education Association, a branch of the Copper Country Education Association, hereinafter called the "Association".

Pursuant to Act 379, Public Acts of 1965 as amended, the District hereby recognizes the Copper Country Education Association as the exclusive representative for the purposes of collective bargaining with respect to rate of pay, hours and other terms and conditions of employment for the entire term of the Agreement. The bargaining unit shall consist of:

All certified professional personnel including classroom teachers, pre-school certified teachers, substitute teachers, guidance counselors and librarians, on tenure or probation, under contract or per diem, appointment employed by the Board whether or not assigned to a public school building; but excluding non-teacher certified librarians, office clerical employees, supervisory and executive personnel, teacher aides and all others not included in the bargaining unit mentioned above.

ARTICLE 2

BOARD RIGHTS

A. Except as modified by the specific terms of this Master Agreement the Board retains all rights and powers to manage the Lake Linden-Hubbell Public Schools, and to direct its employees through its administrative personnel. The exercise of the following powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and connection therewith shall be limited only by the specific and express terms of this Agreement. The Association expressly recognizes and refers to these management rights and responsibilities as conferred by the laws and constitution of the State of Michigan. Such rights shall include by illustration and not by way of limitation, the right:

1. To execute management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employee working hours.
2. To hire all employees and, subject to the provisions of law, to evaluate and determine their qualifications and conditions for their employment and their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees. In emergency situations, the Board may waive the degree requirements; employment shall comply with state certification code.
3. To approve and establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students.
4. To approve and provide the selection of textbooks, teaching materials, technology, and aids necessary for an adequate instructional program and have the foregoing available by the opening of school under normal circumstances.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers subject to the express provisions of this Agreement.
6. To reprimand, discipline or discharge employees, but not in conflict with the terms of this Agreement or the laws of the State of Michigan.
7. To adopt rules and regulations.

B. It is the responsibility of the Board to maintain a list of substitute teachers and arrange for substitution when teachers are absent. Teachers will be provided with a telephone number, which they may call if they are not available for work on any specific day or any period of time.

C. The Board, prior to November 1, shall provide the Association with a statement of Board policies pertaining to teaching situations placed in a notebook. Furthermore, the Board shall place into the notebook new policies within thirty (30) days of their effectiveness.

ARTICLE 3

RIGHTS OF THE ASSOCIATION

- A. The Lake Linden-Hubbell Public School Board of Education acknowledges the fact that certain rights are conferred upon members of the Association by the Federal Constitution, the Michigan Constitution, Public Act 379, Michigan Employment Relations Commission, the Michigan General School Laws and Administrative Rules.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings provided that prior notification is given and no conflict with previously scheduled activities is present. Bulletin boards and other established media of communication shall be made available to the Association and its members.
- C. For purposes of negotiations and grievance handling, the Board agrees to furnish to the Association in response to reasonable request from time to time all available information concerning the financial resources of the District in the same form it is available to the Board.
- D. School materials used solely for the professional organization shall be paid for by the Association.
- E. Duly authorized representatives of the Association shall be permitted to transact Association business on school property at all reasonable hours, provided, that such business transactions shall not interfere with school activities as determined by the School District. Association officials who are not employees of this District shall be permitted to visit school premises to transact official Association business, provided they first report to the office of the Building Principal upon entry and state the nature of their business.
- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mailboxes for communications to teachers; provided that the appropriate Association official affixes his signature to every notice distributed or posted on or through school facilities, if the source is not identified on the material.

ARTICLE 4

ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

A. Any teacher who is an employee of the Lake Linden-Hubbell School District may sign and deliver to the Board an assignment authorizing deduction of membership dues in the MEA/NEA/CCEA/LL-HEA according to the dues schedule. Such authorization shall continue in effect from year to year. The Board shall deduct 1/20th of such dues from the first and second regular check of the teacher each month for 10 months, beginning in September and ending in June. The Board agrees promptly to remit the MEA/NEA/CCEA/LL-HEA dues to the Michigan Education Association, accompanied by an alphabetical list of the teachers for whom such deductions have been made.

B. The Board recognizes the obligation incumbent upon bargaining unit members to contribute to the Association a legal service fee as established by the Association, and that such a contribution represents the unit member's obligation to pay his/her fair share for the services by the Association. Thus, any teacher who is not a member of the Association in good standing or who does not make application for membership within 30 days from the date of commencement of teaching duties shall, as a condition of employment, pay a legal service fee to the Association not to exceed the dues uniformly required to be paid by members of the Association, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A.

C. In the event that a teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction within thirty (30) days as provided in the preceding article, the Board upon written request from the Association shall deduct a service fee as established by the Association. Said fee shall be deducted in equal installments, one per month for the remainder of the school year.

D. 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 5

SCHOOL IMPROVEMENT

A. 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:

1. Participation in the planning process by the employee is mandatory when it takes place during school hours.
2. Participation or non-participation in the planning process shall not be used as a criterion for evaluation, discipline, or discharge.
3. The Master Agreement may not be modified in whole, or in part, except by mutual, written agreement by the Association and the Board.

B. Curriculum Review Committee - At the request of the superintendent, the faculty shall serve on committees to develop improved instructional programs. Recommendations on course and/or instructional materials should be directed to the superintendent for consideration by the Board.

ARTICLE 6

TEACHING HOURS AND ASSIGNMENTS

- A. Teachers will be at their assigned places of duty not later than 8:00 a.m. Teachers may leave the building at 3:20 p.m., except on Fridays and on the day before holidays, when the teacher workday will terminate at the conclusion of the instructional day.
- B. Secondary teachers shall not be assigned more than six of the seven periods; the seventh period being an unassigned preparation period.
- C. Teachers may mutually agree to substitute for each other. Substituting shall be voluntary and no teacher shall be required to substitute for another teacher. Teachers asked by the administration to substitute teach during a preparation period shall receive one (1) hour of compensatory time to be used at the teacher's discretion, or a payment at the rate of twenty dollars (\$20.00) for each hour of substitution. Teachers are required to provide the administration with a minimum of 48 hours notice when the personal leave is going to be used for sports or school improvement purposes.
- D. On late start days teachers will be at their assigned place of duty 10 minutes before the start of the first class and the teachers work day shall terminate at the conclusion of the instructional day.
- E. In the elementary school, when students are assigned to a class under the direction of another teacher (e.g. music and physical education), this will be a preparation period for the regular classroom teacher. Every effort will be made in scheduling to assure that all elementary teachers receive equal preparation time.

On days when school is dismissed early because of inclement weather, teachers may leave 15 minutes after the students are dismissed.

Employees who volunteer to do lunch time supervision will supervise for the last 15 minutes of each lunch period. Each four days of supervision will result in one class period of compensatory time. After seven periods of accumulated compensatory time (28 days of lunch supervision), the employee will earn one compensatory day. The day(s) earned in this way may be taken without restriction. These positions will be posted in accordance with Article X. Employees may choose compensation at the rate of \$13.00 per hour.

ARTICLE 7

EMPLOYEE DISCIPLINE

A. The Board will give reasonable support and assistance to teachers with respect to the maintenance and control of discipline in the classroom with the following exceptions:

1. when it is evident that the teacher did not follow his or her written classroom guidelines which must include parental involvement, or
2. when it is evident that the teacher has conducted himself in a non-professional manner.

B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any discipline, reprimand or reduction in rank, compensation or professional advantage shall be subject to the professional grievance procedure hereinafter set forth. The discharge and non-renewal of teachers shall be governed by the Tenure Act.

C. If a teacher is to be reprimanded or disciplined orally or in writing by a member of the Administration, he will be entitled to have a representative of the Association present.

D. All considered complaints directed toward a teacher shall be promptly brought to the attention of the teacher. Complaints, in order to be considered, must be in writing and signed by the complainant. If complaints or notations of complaints are entered into the teacher's evaluation file, the teacher will be given an opportunity to respond in writing. The response will be attached to the complaint and/or notation.

ARTICLE 8

TEACHER EVALUATION

A. The evaluation of the performance of each teacher in the school system is the responsibility of the Administration. The evaluation shall be conducted within the school system and/or in the course of a school activity in which the teacher is representing the District in a contractual capacity. The use of closed circuit surveillance devices or public address systems will not be used in monitoring or observing teacher performance.

B. Evaluations shall be conducted by the Building Principal, Assistant Principal or other qualified Administrators designated by the Board. Each written review of the teacher's job performance shall be based on two (2) full period of continuous observation. Administrators reserve the right to include in the final evaluation of each teacher a statement, or statements, concerning the overall performance of the teacher that has been observed by the Administrator, both in and out of the formal evaluation sessions. These informal observations shall be a part of the total evaluation process.

C. The performance of all teachers shall be evaluated in writing as follows:

1. Probationary teachers shall be evaluated at least two (2) times per year. A personal meeting will be held to review the job performance of a probationary teacher as soon as possible thereafter or within ten (10) school days after each observation or evaluation. The school district must provide the probationary teacher with an annual Individualized Development Plan (IDP) developed by administrative personnel in consultation with the individual teacher. (See IDP in Appendix D for suggested contents to be reviewed.) Failure of the District to provide an IDP and annual performance evaluation is conclusive evidence that the teacher's performance for that school year was satisfactory.
2. Tenure teachers shall be evaluated in writing at least once every three (3) years. A personal meeting will be held with each tenure teacher as soon as possible and within ten (10) school days thereafter to review his job performance. Copies of the evaluation will be given to the teacher at that time.
3. Contained in the evaluation will be the written opinions of the observing Administrator in which areas of deficiency will be indicated. If the teacher receives a less than satisfactory performance evaluation, the school district must provide an IDP. Failure of the District to provide an appropriate evaluation within the three-year period is conclusive evidence that the teacher's performance during that period was satisfactory.
4. Subsequent observations/evaluations shall comment on a teacher's prior areas of deficiency.
5. Formal evaluations shall be completed during the period after the first five (5) working days of the school year and before the last ten (10) working days of the school year. The first evaluation shall take place prior to April 15 if there is more than one (1) evaluation. If there is only one (1) evaluation, it shall take place before May 15.
6. A teacher shall be advised of an upcoming formal evaluation at least one day prior to the evaluation.

D. Teacher evaluation shall be based on the following criteria:

1. Knowledge of subject matter.
2. Ability to impart the subject matter.
3. Appropriate and effective classroom control and discipline, professional dress and professional appearance.

Standards for professional dress and professional appearance shall be established by a committee of three teachers chosen by the Association, one teacher will be from K-6 faculty, 2 from the 7-12 faculty, and two Board of Education members and the Superintendent.

4. Ability to establish rapport and a positive working relationship with students, administrators, other teachers, and parents.

E. Two (2) copies of the written evaluation will be developed; one (1) to be signed and returned to the teacher and another to be placed in the teacher's file. In the event that the teacher feels that his evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report.

F. Teachers will have the right to review the contents of their personnel files. A representative of the Association may accompany the teacher in this review if requested.

G. Administrators welcome any suggestions for improvement of the evaluative procedures made by teachers. These may be submitted to the Administration once per year in September. Upon receipt of these suggestions, a committee will be established by the building principal to review the suggestions and to include them in the evaluative procedure if it is felt to be desirable by the Administration.

H. Any matter concerning teacher evaluation is not to be processed beyond Level III of the grievance procedure except grieving the evaluation procedure itself.

ARTICLE 9

TEACHING CONDITIONS

- A. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained. The parties at the request of either party will confer from time to time for the purpose of improving the selection and use of educational tools, and the Board will undertake promptly to consider all joint decisions thereon made by its representative and the Association.
- B. The Board shall make available restroom and lavatory facilities and at least one room shall be reserved as an integrated faculty lounge in which smoking shall not be permitted.
- C. The parties agree that effort will be made by the Board and the Administration to maintain class size at what is considered to be a reasonable level. In the event that class size becomes a matter of concern to the professional teaching staff, the Association will designate three members to form a committee in cooperation with a similar committee of Board members to thoroughly study the situation in question, explore solutions and make appropriate recommendations to the Board of Education if necessary.
- D. Telephone facilities shall be made available to teachers, however, the teachers acknowledge that they will be responsible for the charges for all personal long distance telephone calls made by them.
- E. Effort should be made by administrators to reduce the amount of paperwork required of teachers so that the largest possible percentage of time may be spent in planning and teaching.
- F. The Board will designate a parking lot for teachers' use.
- G. Lunch hour will be 30 minutes in length and will be duty free and uninterrupted.
- H. Monetary awards or grants earned and received by a teacher shall be added to the teacher's normal budgetary allowance and shall not be used to replace that allowance.
- I. The staff member and his/her spouse shall be issued an athletic pass to all home athletic events.

ARTICLE 10

VACANCIES, PROMOTIONS & TRANSFERS

A. Whenever any vacancy in any professional position in the District shall occur, the Board shall publicize the same by written notice of such vacancy to the Association President and provide for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least ten (10) school days.

B. Any teacher may apply for such vacancy. In filling such vacancy the Board agrees to give consideration to length of service in the District, professional background and attainments of all applicants and other relevant factors. The parties recognize that the filling of vacancies of a promotional nature is a prerogative of the Board and that the decision of the Board will be final, unless arbitrary, capricious or without basis in fact.

C. To apply for a vacancy a teacher must submit a letter of application expressing his/her desire to be an applicant for said vacancy.

ARTICLE 11

PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.

B. The term "Net Credited Service" as used in Schedule A shall mean the number of full academic semesters (excluding summer semesters or sessions) during which the teacher has been actively teaching and has been under contract to the Board, less deductions for leaves of absence, except for illness and disability, plus any time spent in the Armed Forces of the nation. For the purpose of establishing teacher salaries, full semesters of net credited service shall be computed as of the second Tuesday of July preceding the academic year in which the salary is to be paid.

Part-time teachers who work half time or more during the full school year shall accrue towards net credited service in the same manner as full-time teachers. Part-time teachers who work less than half time shall accrue net credited service on the basis of the actual percentage of time worked by said staff member.

C. The Board may grant a teacher with a degree and certification his or her full teaching experience. If the school district does not grant a teacher his or her full teaching experience the Superintendent will advise the LL-HEA representative of the Copper Country Education Association of its decision on the granting of teaching experience and will further recommend to the teacher that he or she consult with the CCEA concerning his or her contract rights and the amount of teaching experience which has been granted.

D. For certain designated extra duty assignments the teacher shall be entitled to appropriate compensation as set forth in Schedule B which is attached to and incorporated in the Agreement. Compensation for extra duties not covered by Schedule B will be negotiated by the Board and shall be commensurate with extra duty pay as scheduled.

ARTICLE 12

STAFF REDUCTION

In the event the Board decides to reduce the number of teachers through layoff or reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the following procedure shall be followed:

- A. First year probationary teachers shall be laid off first, then second year probationary teachers, then third year probationary teachers; then fourth year probationary teachers; provided there are tenure teachers qualified and certified to replace them.
- B. The order of reduction among tenure teachers shall be according to seniority, the academic needs of the District, competency and certification.
1. Competency shall be determined by the Board and Administration in terms of training, extent of experience and teacher evaluations.
 2. Seniority shall be defined as the length of consecutive service in the Lake Linden-Hubbell School District measured by teaching service when under regular contract and does not include periods of leave.
 3. Teachers shall receive at least thirty (30) days' written notice of any layoff.
- C. The order of recall shall be in the reverse order of layoff, in accordance with criteria listed in A and B above.
- D. The provisions of this layoff procedure will conform with the regulations of the State Tenure Commission.
- E. The Board shall give written notice of recall from layoff by sending a registered letter to said teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears in the Board's records shall be conclusive when used in connection with layoff, recall or other notice to the teacher. If the teacher fails to report for work within twenty (20) days from the date of the receipt of the Board's written notice of recall or within twenty (20) days after the Board's notice of recall has been returned by the postal department as being undeliverable, and unless an extension is granted in writing by the Board, such teacher shall be considered to be a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship he may have had with the Board.
- F. The Board agrees to provide an updated seniority list by October 15 each year to be verified by the Association.

ARTICLE 13

GRIEVANCE PROCEDURE

The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which are an outgrowth of a breach of contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

- A. **Definition:** A grievance is a claim based upon an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
- B. The Association shall designate one (1) representative per building to assist in the handling of grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the superintendent or his designated representative to act at Level Two hereinafter described.
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall cite the section or subsections of this contract alleged to have been violated;
 4. It shall contain the date of the alleged violation;
 5. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Level One - A teacher with a grievance shall first discuss it with his immediate supervisor or principal within ten (10) school days of its occurrence or discovery within the school year it occurred. It is further understood that the test for the time of discovery of the alleged wrong shall be that of a reasonable prudent person.

Level Two - In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, he may within seven (7) school days, file a written grievance with the Professional Rights and Responsibilities Committee. (If a PR & R Committee has not been established, then with the LL-HEA.) Within five (5) school days of the receipt of the grievance, the PR & R Committee (or LL-HEA) shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists, the grievance shall be dropped. If the committee decides there is a legitimate grievance, it shall immediately process a claim with the superintendent of schools. Within ten (10) school days from receipt of the grievance by the superintendent, he shall render a decision on the grievance. The teacher shall appeal within ten (10) school days after receiving said answer to the school board or the grievance shall be considered abandoned.

Level Three - In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may refer the grievance through the PR & R Committee (or LL-HEA) to the Board of Education. Within thirty (30) days of receipt of the grievance, the Board shall render a decision. The teacher is entitled to a hearing with the Board at this level. The teacher shall appeal within ten (10) school days after receiving said answer from the Board or the grievance shall be considered to be abandoned.

Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) school days after the decision of the Board notify the Board in writing of its intent to refer this matter to arbitration and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Four (4) not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.

His authority shall be limited to deciding whether a specific article and a section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws.

The decision of the arbitrator shall be final and binding. The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

The time limit provided in this article shall be strictly observed but may be extended by written agreement of both the parties. In the event a grievance is filed after May 15, said grievance will be processed as soon thereafter as possible.

Miscellaneous Provisions

1. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person, provided, however, that any teacher may in no event be represented by an officer, agent or other representative of any organization other than the Association.
2. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participant. Information in these files shall be private and confidential.
3. Decisions rendered at all levels, other than Level One, shall be in writing and shall be promptly transmitted to all parties of interest.
4. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is

not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

5. The termination of services or failure to re-employ a first or second year probationary teacher shall be subject to the grievance procedure; however, it is understood by the parties that the arbitrator's decision at Level Four of the procedure shall not be binding but only advisory in nature and that the Board of Education shall have the final decision on the termination of services or failure to re-employ any first or second year probationary teacher.

6. The failure to rehire a third year probationary teacher shall not be subject to Level Four of the grievance procedure but shall terminate with appeal to the Board of Education.

7. The termination of services or failure to re-employ any teacher to a position in the extracurricular schedule shall not be subject to Level Four of the grievance procedure but shall terminate with appeal to the Board of Education.

ARTICLE 14

ILLNESS AND DISABILITY

A. A sick leave allowance is hereby provided for absence from work caused by illness or physical disability of the teacher. At the beginning of each school year each teacher represented by the Association will be credited with the unused sick leave reserve accumulated by him/her in prior years and each first year teacher will be credited with five (5) sick leave days. Additional sick leave will be credited to his/her account at the rate of one (1) day for each calendar month in which he/she teaches in the system, subject to a maximum of twelve (12) days per year. The teacher may use all or part of his/her leave to recover from his/her own illness or disability which shall include childbirth and complications of pregnancy. The teacher shall provide the Board with doctor verification if said leave exceeds fifteen (15) days and will provide similar verification upon request thereafter.

A teacher suffering a loss of pay as a result of having less accumulated sick leave than the length of his illness, will be reimbursed at the end of the school year for such loss as his sick leave allowance accumulates; subject to the limitation that the right to such reimbursement terminates at the close of each school year.

If a first year teacher fails to earn the five (5) sick leave days credited to him/her in the aforesaid contractual provision and uses the credited sick leave days before he/she has earned the same and does not continue with his/her employment in the District, said teacher shall be obligated to reimburse the school district for all or that portion of the used sick leave days that have not been earned.

B. A teacher sustaining injury or occupational disease arising out of and in the course of any employment shall be continued on the payroll to the extent of his/her sick leave reserve; provided, that where he/she receives income under the Workmen's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain his regular salary or wage for as long as he/she has accumulated sick leave. Such leave accumulated shall diminish proportionately to the salary supplement provided by the Board.

C. Each teacher shall be entitled to a sick leave accumulation of the unused yearly portion but not to exceed one hundred seventy-five (175) days.

D. Upon request, each teacher absent for five (5) consecutive working days agrees to present a certificate from his personal physician testifying to the satisfactory condition of his health. The Board may, at its expense, require an examination by an independent physician.

E. The Board may request a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick leave is warranted. Such requested examinations will be at the Board's expense. If the teacher desires, he may submit the request for study and recommendation by a four person committee, two members of which shall be appointed by the board and two by the Lake Linden-Hubbell Education Association. The committee will review the problem and submit an advisory recommendation, but the ultimate decision is reserved to the Board.

F. Teachers employed on a part-time basis or for part of the school year will only be granted a sick leave allowance proportionate to the time employed.

G. Teachers whose service to the system has been terminated for any period beyond an approved leave shall forfeit any accumulation under this article.

H. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence for up to the remainder of the year without pay, and such leave may be renewed in succeeding years by the Board of Education upon written request.

I. The teacher agrees to notify the Board's representative of his or her intention to be absent from school as early as possible, and not later than 6:30 a.m., if known.

J. Any teacher who, by willful misrepresentation, violates or misuses this policy or misrepresents any statement or condition under said policy, shall forfeit any current leave or accumulations under any leave policy in effect in the system for a period of twelve (12) calendar months, unless reinstated sooner by the Board.

K. If the teaching staff is not required to work because of inclement weather the bargaining unit member shall not be charged for that day.

L. A teacher may use five (5) of the twelve (12) sick days for illness of spouse, children and parents of employee or spouse and legal dependents of immediate household. The superintendent may grant additional days depending on the circumstances.*

*The above leave would be limited to twelve (12) days per year, except in unusual circumstances, and would be chargeable to a teacher's accumulated sick leave. The superintendent, upon request, may require a statement from the attending physician to indicate the serious nature of the illness or injury. This also includes dental appointments for children which are of an emergency nature.

M. A sick leave bank may be established by bargaining unit members from their own accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of sixty-four (64) days plus any days which are repaid by members who have borrowed days. The pool shall be created by a one day per year contribution to the bank from each employee until the maximum deposit of sixty-four days is achieved. The bank will be administered by a committee comprised of the same three teachers and the same three board members or its designees each school year. No sick days will be loaned out unless all sick and personal days of the requesting employee are depleted. Application for bank days must be submitted in written form by the employee, the committee can then grant no more than ten (10) days at a time up to a maximum of 25 days per year per teacher. The sick bank committee may address repayment issues from time to time. If the total bank deposit falls twenty-four (24) days below the sixty-four (64) day maximum, one sick day shall be required of each member, each year, until the bank is restored to the sixty-four day limit. If less than one (1) day per member is required, ½ day shall be donated by each teacher. Employees returning will replenish the days used at the rate of every other sick day earned being repaid to the sick bank until 5 days are accumulated then all sick days go to the sick bank until it is repaid. Death or disability which results in the employee not being able to work in the district, will result in the forgiveness of these days. 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. Annual reports on the status of this sick leave pool, including a number of days remaining, will be a mutual duty assigned to the Union and the Employer. The Sick Leave Bank Committee will meet at least once per year and minutes will be kept. It is mutually recognized that use of the sick leave bank prior to September 1, 1998 shall be governed by the language in the earlier contract and shall not be precedent setting.

ARTICLE 15

PERSONAL LEAVE

A. Each teacher shall be entitled to a personal leave of two (2) days per year for the purpose of meeting family obligations, legal commitments and religious obligations. A teacher may carry over one (1) personal leave day to the following contract year with a maximum accumulation of three (3) personal leave days to be used in a one year period. This leave shall be used only in situations of urgency for the purpose of conducting personal business which is impossible to transact on the weekend or after school hours. Personal leave shall not be used to extend school holidays.

*Application Form attached to contract.

A bargaining unit member shall be given the option of using one-half (1/2) of a personal business day and will be charged for only one-half (1/2) day. If the teaching staff is not called in because of a snow day, that bargaining unit member shall not be charged for that day.

The above provision entitling a teacher to personal leave does not apply during the weeks of examinations at the end of the first and second semesters unless an emergency exists and the emergency is made known and carefully explained to the Board. In the event a difference of opinion exists as to the extent and seriousness of the emergency, there will be named a committee of two (2) persons from the Association and two (2) representing the Board who will meet to assist in making the determination.

Any unused paid leave days are to be credited to accumulated sick leave at the end of the school year.

(During the 2008-2009 school years, the restriction of not allowing personal leave to extend school holidays shall not apply. The parties recognize that the use of personal leave to extend a school holiday will be retained for the duration of this contract if this privilege is not abused. A total of four (4) people (two teachers from grades K-6 and two teachers from grades 7-12) may use one (1) of their personal days to extend a school holiday. Requests for use of a personal leave to extend a school holiday may only be made 30 calendar days prior to the requested leave. If the privilege of extending a holiday by the use of a personal leave day is abused, the existing contract language on not extending a holiday by the use of a personal leave day shall be reinstated.)

B. In general, not more than three (3) days' leave shall be granted for death in the immediate family, unless extensive travel is required. The time limitations described in this paragraph may be waived for death involving the teacher's spouse or children. Immediate family shall include the teacher's spouse, children, grandchildren, or foster children, parents, parents-in-law, brothers, sisters, grandparents or anyone living under the same roof. Any unusual extenuating circumstances may be given consideration upon written request offered to the Board.

C. The provisions of this policy do not apply to persons employed less than one-half (1/2) of each day. Teachers employed on a half-time (1/2) basis are entitled to one-half (1/2) the benefits provided for full-time teachers.

D. Nothing contained herein shall deny to the superintendent the right to grant leave upon request with loss of pay.

E. Any teacher who, by willful misrepresentation, violates or misuses this policy or misrepresents any statement or condition under said policy, shall forfeit any current leave or accumulations under any

leave policy in effect in the system for a period of twelve (12) calendar months, unless reinstated sooner by the Board.

F. Association Days - The Board shall credit the Association with five (5) teacher days for professional business. These days are to be used for the purpose of attending conferences, workshops, or seminars conducted by the Michigan and National Education Association and/or affiliate departments thereof. The Board shall grant an additional three (3) days for Association business when requested and the Association shall reimburse the school system the equivalent of a substitute at the substitute's daily rate for each of the three additional days used. It is agreed that no more than two (2) teachers may be absent on any one (1) day for Association business. It is further agreed that the teacher will notify the Superintendent at least five (5) school days in advance of taking such leave and that said teacher shall be obligated to submit a comprehensive lesson plan for the substitute teacher two (2) school days before the leave is taken.

G.

1. Childcare Leave - A leave of absence shall be granted to any teacher for the purpose of childcare or adoption. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the effective date of such leave except in cases of extreme emergency and shall include a statement of the exact date on which the teacher wishes to terminate teaching.

A teacher's childcare leave granted during the school's first semester will be effective to the following September. A childcare leave granted during the second semester will be for the remainder of that semester and for the entire following school year.

A teacher on leave under the above conditions wishing to return to duty shall file a written request with the Superintendent at least ninety (90) calendar days prior to the date she wishes to return to teaching or prior to the end of the leave. The Board shall not be required to return the teacher on leave to employment except at the beginning of the semester. The reinstatement shall be to the teacher's former position. If a teacher does not comply with the above conditions, the right to such a leave and/or the right to return may be denied by the Board.

In the event of a miscarriage or death of the object child of the leave, the leave of absence may be terminated upon request of the teacher with at least 30 calendar days notice before the beginning of any semester.

The granting of such leave will in no way interrupt seniority and rights attendant thereto.

2. Pregnancy Leave - A pregnant teacher may continue teaching as long as she can continue her regularly assigned responsibilities. The Board may require a doctor's statement(s) to this effect. Intent of return to duty will be submitted to the Board prior to delivery and a definite date of return to duty established two (2) weeks after delivery. The reinstatement shall be to the teacher's former position. The teacher may be required to furnish a physician's statement indicating that her health permits her to resume the full responsibility of teacher.

H. Sabbatical Leave - Teachers who have been employed for seven (7) continuous years in this school district may be granted sabbatical leave subject to the following provisions:

1. The teacher must obtain the approval of the Superintendent.
2. Not more than one (1) member of the staff will be absent at one time.
3. Application for this leave must be in writing and received by the Superintendent no later than March 1 of the school year preceding the year for which leave is requested.
4. The grantee will agree to return to the employment of the Lake Linden-Hubbell Public Schools for two (2) full years.
5. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority, status and pay. Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in this Agreement and for applying a credit toward retirement.

I. Other Leaves - Following two (2) years of employment, a teacher may request, and upon approval of the Board, may be granted a leave of absence without pay, not to exceed one (1) year, subject to renewal at the discretion of the Board for:

1. Serving in any elected or appointed position; public or Union.
2. Prolonged illness in immediate family.
3. Educational leave.
4. Military leave.
5. Work experience leave.
6. Other.

Requests for extension must be submitted in writing thirty (30) days prior to the expiration of the leave. Upon return from leave, the teacher shall be returned to the position held at the time the leave of absence was granted, or one of a like nature, if a position is available.

ARTICLE 16

ELIGIBILITY

All aspects of this Agreement have application only to the certified teaching employees described in the recognition clause who are employees of the Lake Linden-Hubbell School District. No members of the Copper Country Education Association who are teaching employees of other school districts are eligible for benefits under the terms and conditions of this Agreement.

ARTICLE 17

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE 18

PART-TIME TEACHERS

- A. Part-time teachers* are teachers who are hired for less than a full teacher day. (A full-time teacher on the secondary level consists of six (6) assigned duty periods and one (1) preparation and consultation period. A full-time teacher on the elementary level consists of approximately seven (7) hours including preparation and consultation time at the beginning and end of the teacher day and other times throughout the day when the students are not present.
- B. Part-time teachers* shall be compensated according to the number of assigned duty hours scheduled plus a proportionate amount of preparation and consultation time. Any changes in this policy are negotiable.
- C. Part-time teachers* may, upon request, participate in all insurance programs established in the district; it being understood that the district will pay that percentage rate of the cost of the program as is equivalent to the percentage of the contract day that the teacher is scheduled for work.
- D. A teacher working on a daily substitute basis for the same teaching assignment shall be paid as follows:
1. Said teacher shall be paid the substitute rate of pay of \$75.00 for the first thirty (30) days of consecutive work in the same assignment.
 2. Said teacher shall be paid at the rate of \$77.50 per day for those consecutive days worked in the same assignment from the 31st day to the 60th day.
 3. Said teacher shall be paid full compensation for any consecutive days worked in the same assignment that exceeds sixty (60) days.

*Said provisions do not apply to substitute teachers.

ARTICLE 19

INSURANCE PROVISIONS

- A. Upon submission of a written application, the Board agrees to provide, for this contract year 2005-2007 MESSA PAK A which includes MESSA Choices II with SVA2 (\$5/\$10 Rx co-pay, no deductible, \$5,000 basic term life plan), VSP3+ vision coverage, Delta Dental 100/100/80, and a \$40,000 Group Term Life Plan with \$40,000 Accidental Death and Dismemberment.

Members not electing health insurance will be enrolled in MESSA PAK B; will receive the single member subsidy amount to be applied toward MESSA non taxable fixed and/or variable options as determined by the Association and School District; VSP3+ vision coverage, Delta Dental 100/100/80 and a \$45,000 Group Term Life Plan with \$45,000 accidental Death and Dismemberment and/or MESSA's /MEA sponsored tax-deferred annuity or any other annuity program as determined by the Association. Any amounts exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups. It shall be the responsibility of the district to notify each teacher electing the single subscriber option of an increase in rates. The teacher shall then notify the district of his or her choice for the option amount.

- B. The employer shall provide a cash option in lieu of health benefits. The cash amount shall be \$540/month. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

The amount of the cash payment received may be applied by the bargaining unit member to an MEA Financial Services tax-deferred annuity. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

The program will become effective September 1, 1997. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.

The Section 125 administration shall be provided by MESSA OptionAll. The employer shall enter into a MESSA OptionAll Administrative Services Contract.

MEA Financial Services shall handle the annuity.

ARTICLE 20

EARLY RETIREMENT INCENTIVE

A teacher who qualifies may elect to participate in one of the two following early retirement incentive programs provided under the terms of this contractual agreement:

Early Retirement Incentive I

- A. To be eligible for benefits under this program, a teacher must have been employed for at least ten (10) years by the Lake Linden-Hubbell Board of Education.
- B. Teachers retiring when they qualify under the MPSERS system in their designated plan will qualify for the following benefit:

A lump sum payment of Eight thousand dollars (\$8,000.00).

This retirement incentive is contingent upon a person retiring at the end of the first school year in which he/she has reached eligibility as per the provisions of MPSERS and their designated retirement plan, or as soon thereafter as he/she has acquired twenty-five (25) years for retirement in the Michigan Public School Employees Retirement System; or have reached age sixty (60) and have accumulated at least ten (10) years in the Lake Linden-Hubbell Public Schools.

Should the teacher not take this retirement incentive the year they are eligible, they will forfeit One thousand six hundred dollars (\$1,600) of retirement incentive for each year they delay retirement.

Example: Someone who is eligible in June, 1999 to retire, but delayed retirement until June, 2004 would get zero (0) incentive;

If they retired June, 2002 they would receive Three thousand two hundred dollars (\$3,200);

Retirements at mid-year would forfeit only Eight hundred dollars (\$800).

- C.
 - 1. Persons retiring due to a medical disability which qualifies them for retirement benefits from the Social Security Administration, the State Retirement Board, or any insurance company are not eligible to qualify for benefits under this plan.
 - 2. Persons dismissed through tenure proceedings are not eligible to qualify for benefits under this plan.
- D. Written notification of intent to retire must be given to the superintendent at least three (3) months prior to the retirement date intended.
- E. You must be employed by the Lake Linden-Hubbell Board of Education on the last working day prior to date of retirement or on normal sick leave or on Administration approved leave.

- F. The provisions of this article shall remain unchanged until August 31, 2009.

Early Retirement Incentive II

- A. The decision to participate in the early retirement incentive plan is expressly voluntary on the part of the employee.
- B. The teacher must have served at least ten (10) consecutive years for the Lake Linden-Hubbell Public School District and actually retire under the terms of the Michigan Public School Employees Retirement System.
- C. The teacher must make application for retirement and provide a written statement of resignation of their teaching position to the Board during the month of April. The statement of resignation will indicate that the resignation is for purpose of retirement and state the effective date of resignation as the end of the second semester of that school year.
- D. The Board agrees to purchase on a teacher's behalf universal buy-in credit for retirement, in addition to any other severance pay to which the teacher may be entitled. The purchase of universal buy-in credit shall not provide more than thirty (30) years total service credit, nor shall the Board's contribution exceed a maximum of five (5) years of universal buy-in credit or a total of \$40,000.
- E. There shall be a limit of three (3) employees approved for Board purchase of universal buy-in credit per year, unless expressly agreed otherwise by the Board. In the event more than three (3) bargaining unit members opt to retire during one year, the total available package shall be divided equally among the members. The remaining balance of universal buy-in would be divided among the bargaining unit members that opt to retire.
- F. The teacher, through requesting Board purchase of universal buy-in credit, agrees that such purchase shall serve as satisfaction/waiver of any other claim for compensation (e.g., unemployment comp., etc.) against the Lake Linden-Hubbell Public School District.
- G. The teacher also agrees to waive, in writing, any and all rights and claims against the Board arising under the Age Discrimination in Employment Act. The employee is advised to consult with an attorney before signing the Agreement, and will be given sufficient time to decide whether to sign.
- H. The employee will have seven (7) days to revoke a signed waiver.
- I. This early retirement incentive will expire on August 31, 2009, unless extended in writing at the sole discretion of the Board of Education.

ARTICLE 21

MENTOR TEACHER

For the duration of this contract a mentor teacher will be selected from within the bargaining unit on a voluntary basis. Mentors shall not be required to evaluate their charges. There will be no compensation for the mentor assignment but should the workload of such assignment expand, the Board and the Association will meet to address the problem.

ARTICLE 22

DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of September 1, 2008 and will continue and remain in full force and effect until August 31, 2009.

IN WITNESS WHEREOF, the parties hereunto set their hands this ___ day of _____, 200__.

LAKE LINDEN-HUBBELL BOARD OF EDUCATION

By _____

LAKE LINDEN-HUBBELL EDUCATION ASSOC.
A branch of the Copper Country
Education Association

By _____

By _____

APPENDIX A
SALARY SCHEDULE
2008-2009

STEPS	B.A.	B.A.+ CERT	M.A.	PH.D. Double Masters Ed.Spec
1	\$29,837	\$31,656	\$32,598	\$33,976
2	\$30,732	\$32,152	\$33,572	\$34,998
3	\$31,627	\$33,092	\$34,548	\$36,014
4	\$32,820	\$34,339	\$35,854	\$37,371
5	\$34,312	\$35,896	\$37,487	\$39,072
6	\$35,806	\$37,460	\$39,113	\$40,772
7	\$37,293	\$39,082	\$40,743	\$42,472
8	\$38,788	\$40,580	\$42,376	\$44,170
9	\$40,278	\$42,142	\$44,005	\$45,867
10	\$41,773	\$43,700	\$45,636	\$47,566
11	\$43,263	\$45,263	\$47,265	\$49,268
12	\$45,353	\$47,448	\$49,546	\$51,646
13	\$48,125	\$50,356	\$52,578	\$54,803

In addition to the foregoing, each teacher shall receive, off of schedule and as a one time payment, a stipend of \$100.

Salary Options

Each Bargaining Unit Member shall have the right to select one of the following options for the method of receiving their contract salary.

- Option A - Contract salary to be divided into twenty-six (26) equal payments to be made at fourteen (14) day intervals throughout the year.
- Option B - Contract salary to be divided into twenty-one (21) equal installments to be made at fourteen (14) day intervals to coincide with those paydays established in Option A.

Option C - Any Bargaining Unit Member selecting Option A may receive all contract salary due for the remainder of the year on the last day of the regular school year.

Longevity

Longevity shall be premised upon actual teaching experience in the Lake Linden-Hubbell School District. In order to qualify for the first step of longevity a teacher shall be in his or her 15th year of teaching in the District.

During the 15th year, 3.25% of the top of the track of said teachers' Salary Schedule.

During the 19th year, 4% of the top of the track of said teachers' Salary Schedule.

During the 23rd year, 5% of the top of the track of said teachers' Salary Schedule, effective with the 1990-91 school year.

During the 27th year - 6% of the top of the track of said teachers' salary schedule.

APPENDIX B-1
EXTRA DUTY COMPENSATION

2008-2009

<u>*Duty</u>	<u>PERCENTAGE/RATE</u>
Varsity Head Football Coach	13%
Varsity Head Hockey Coach	13%
Varsity Head Girls BB Coach	13%
Varsity Head Boys BB Coach	13%
Varsity Head Volleyball Coach	13%
Asst. Varsity Football	9.5%
Asst. Hockey	9.5%
Head Varsity Boys Track	9.5%
Head Varsity Girls Track	9.5%
Head JV Boys Basketball	9.5%
Head JV Girls Basketball	9.5%
Head JV Football	9.5%
Head JV Volleyball	9.5%
Asst. JV Football	7%
Junior High Girls BB	7%
Junior High Boys BB	7%
Junior High Football	7%
Asst. Varsity Track	6.5%
Band Director	12%
Junior High Boys Track	6%
Junior High Girls Track	6%
Freshmen Volleyball	6%

Head Coach Golf

4.75%

*Payment shall be further made on years of experience in activity in Jr. High, J.V. or Varsity programs and shall not exceed payment for more than nine (9) years of experience. Junior High experience, however, shall not be counted towards longevity in the J.V. or Varsity programs.

NOTE: Extra duty compensation shall be premised upon the designated percentage applicable to each activity.

Coaches involved in preschool football and girls' basketball shall be compensated by One hundred thirty dollars (\$130) per week for two (2) sessions per day.

Coaches involved in any post season play beyond District competition shall receive the sum of One hundred dollars (\$100) for each week of post season play.

If the Band Director is required to be involved in post season play beyond District competition, he or she shall be compensated at the rate of fifty dollars (\$50.00) per week for each week of post-season play.

APPENDIX B-2

EXTRA DUTY COMPENSATION

2008 - 2009

Wherever percentages are used, it shall be computed by using the base or starting salary multiplied by the percentage indicated.

<u>DUTY</u>	<u>PERCENTAGE/RATE</u>
Basketball (5th & 6th Grades)	4.0 %
Approved Chaperoned Activity	.1 %
Prom Supervisor (In charge of prom & erection thereof)	2.0 %
Assistant Prom Supervisor (Will organize the prom)	1.0 %
Play Set Erection	.6 % per play
Play Director	2.25% per play
Yearbook Advisor	4.0 %
Forensics or High School Bowl	2.25%
Audio-Visual	1.75%
Cheerleading	5% 1st yr. 6% 2nd yr.
MEAP coordinator (1 per building)	2.0%
Student Council	2.5 %
National Honor Society	2.0 %
Elementary Chorus	2.5 %
Driver Education	\$15.00 per hour
Trainer	10.0%
Technology Coordinator	3.0%
Middle School Student Council	1.75%
Middle School Yearbook Advisor	1.75%

Study Hall Pay	\$750/Semester
Camp Nesbit	1%
Students accommodation coordinator	1%
“MI Access Coordinator”	1%

Chaperones at basketball or football games away from home:

1 - 12 miles (Calumet, Dollar Bay, Hancock, Houghton)	\$ 10.50
13 - 30 miles (Jeffers)	\$ 11.50
31 - 60 miles (Baraga, L'Anse)	\$ 15.00
61 - 90 miles (Ontonagon, White Pine, Bergland)	\$ 20.00
90 miles and over	\$ 27.50

All chaperones will remain with students upon the return trip until all students have departed from the school.

Home Game Assistants:

(Supervisory other than Admin. or A.D.)	\$ 25 per activity
(Tickets)	\$ 17
(Scorers, timers)	\$ 20
Camp (If beyond school year)	\$225

APPENDIX C

GRIEVANCE REPORT FORM

Grievance # _____ School District _____ Distribution Form
1. Superintendent
2. Principal
3. Association
Submit to Principal in Duplicate 4. Teacher

Building Assignment Name of Grievant Date Filed

STEP 1

A. Date cause of grievance occurred _____

B. 1. Statement of grievance _____

2. Relief sought _____

C. Disposition of Principal _____

Signature Date

D. Position of Grievant and/or Association _____

Signature Date

(If additional space is needed in reporting Sections B1 and B2 of Step 1, attach an additional sheet.)

STEP 2

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 3

A. Date received by Board of Education or designee _____

B. Disposition of Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP 4

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature

Date

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

APPENDIX D

SCHOOL CALENDAR
2008-2009 SCHOOL YEAR CALENDAR

Thursday, August 28, 2008	Teacher Inservice Day
Tuesday, September 2, 2008	First Day of School for Students
Friday, October 10, 2008	Teacher Inservice Day / No school
Wednesday, Thursday & Friday, November 26, 27 and 28, 2008	Thanksgiving Recess / No school
Monday, December 22, 2008 through Friday, January 5, 2009	Christmas Break
Tuesday, January 6, 2009	Classes Resume
Friday, January 23, 2009	A.M. Records; P.M. Inservice
Friday, February 27, 2009	Teacher Inservice Day
Wednesday, April 29, 2009	Teacher Inservice Day
Friday, June 5, 2009	Last Day of Instruction
Monday, June 8, 2009	Teacher Inservice Day
Tuesday, June 9, 2009	Records Day, Packing and check-out

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

PERSONAL LEAVE REQUEST APPLICATION

Leave requests should be made in advance with the District Administrator and returned to your immediate supervisor for approval. Supervisor and administrator signatures indicate that the leave request was approved.

NAME _____ DATE OF ABSENCE _____

Check the appropriate line:

No. of Days

- _____ Personal Illness _____
- _____ Illness in the immediate family _____
- _____ Doctor/Dentist _____
- _____ Death in immediate family _____
- _____ Funeral of a Relative _____
- _____ Personal Leave _____
- _____ Personal Leave/comp _____
- _____ Jury/witness _____
- _____ Job related conference/meeting _____
- _____ Vacation _____

Employee Signature

Date

Supervisor/Principal Signature

Date

District Administrator Signature

Date

TELEINSTRUCTIONAL BROADCASTING

A. Purpose, Participation and Enforcement

1. The Copper Country Interactive Telecommunication Education System (CCITES) is an electronic educational network designed to provide an alternative means of instructional delivery for use by participating districts to provide educational resources to students in a cost effective and efficient manner.
2. Participation during the regular K-12 instructional day is limited to those districts which have, along with the district's recognized teacher bargaining agent, executed this document without modification at the local district level as an Appendix to the respective parties' master contracts.
3. As an Appendix to the master contract, enforcement relative to alleged violations of the terms and conditions of the Appendix shall be subject to the contract's grievance procedure.
4. Failure of a district or its recognized teacher bargaining unit's agent to ratify this document shall not preclude the use of the CCITES system by the district for purposes other than the delivery of K-12 instructional programs but does not preclude use for alternative or community education.

B. Staffing

1. The originating site district reserves the right of selection and assignment of teachers to teleinstructional classes subject to posting and seniority provisions of local contracts. An originating site district will attempt to find volunteers prior to implementing involuntary transfers.
2. Nothing in this Appendix shall be deemed to require the assignment of bargaining unit personnel as monitors in remote site districts' telecommunications classrooms. Should personnel be required to monitor in remote site classrooms, EA/ESP members shall be given first opportunity to do the work.
3. In all cases, teaching staff assigned to telecommunications classes shall be considered an employee of the originating site district in which he/she is employed. Such teachers shall have no rights in other originating site districts or remote site districts.

C. Definition

1. "Teleinstructional teaching assignments" and the "telecommunications classes" are used interchangeably and refer to teaching K-12 students in an originating site district during the K-12 instructional day via the CCITES system, whether or not the assignment contains one or more sections of teleinstructional teaching responsibilities.
2. "Teacher" for purposes of this Appendix shall refer to an individual assigned to a teleinstructional teaching assignment in an originating site district.
3. "Regular K-12 instructional day" shall refer to the daytime K-12 teaching staff workday in a particular district as determined by the master agreement.
4. "Originating site district" refers to a district in which teleinstructional teaching assignments are located and which transmits K-12 instruction to CCITES remote site districts during the regular K-12 instructional day.
5. "Remote site district" refers to a district in which CCITES programs are received during the regular K-12 instructional day.
6. "CCITES" shall refer to the Copper Country Interactive Telecommunications Educational System.
7. "District" refers to any district which, along with its recognized teacher bargaining agent, executes this Appendix.
8. "Recognized teacher bargaining agent" and "Association" are utilized interchangeably and refer to the bargaining agent recognized pursuant to the provisions of the Public Employment Relations Act as the exclusive bargaining agent for teaching staff employed by a district. "Recognized teacher bargaining agent" shall include, where appropriate, the Copper Country Education Association.
9. "CCITES Governing Council" refers to the representative council of delegates from participating districts who are responsible for the development of processes and procedures for the operation of the CCITES system, determining of course offerings, and the designation of, or change in, originating and remote site districts.

The participating district teacher associations shall designate, through the Copper Country Education Association, two voting representatives of the CCITES committee for purposes of providing input concerning the operations of the system.

D. Responsibilities of Originating and Remote Site Districts and Staff

1. The telecommunications class teacher will be responsible for the course content, material selection, instruction, testing and evaluation of the students at the originating site and at all remote sites consistent with the policies and procedures of the originating site district. Teachers assigned to telecommunications classes shall not be responsible for maintaining classroom discipline at remote sites. Such teachers will cooperate and provide necessary assistance to staff assigned to supervise remote site district classrooms.
2. Originating site districts will be responsible for establishing the necessary procedures to accommodate the transport of documents, homework, classwork, tests and other classroom materials.
3. Originating and remote site districts will be responsible for the assignment of regular personnel as monitors in remote site classrooms and for establishing the necessary processes and procedures to accommodate the transport of documents, homework, classwork, tests and other classroom materials.

E. Working Conditions, Class Size and Teacher Evaluation

1. In the event class size may exceed 25 in combination of the remote and originating site, the Administration and Association will meet and resolve the issue.
2. In recognition of the differences in the beginning and ending times, as well as the number and length of classes in originating and remote site districts, daily schedules for teachers assigned to teleinstructional teaching assignments may deviate from the other classroom teacher in the originating site district, providing that the overall length of the teacher workday is unaffected.
3. The number of subject matter preparations for teachers in a teleinstructional teaching assignment shall be subject to any limitations contained in the originating site district master contract.
4. Any required travel in personal vehicles shall be reimbursed at the rate required under the bargaining unit member's master contract or Board of Education policy when the master contract does not specify a rate.
5. The evaluation of teachers in teleinstructional teaching assignments shall be consistent with the evaluation procedures contained in the master contract and conducted by supervisors qualified to do such evaluations, taking into consideration any limitations of the system equipment. Videotapes will not be used in the evaluation process.
6. Teachers will be paid at the rate of \$15 per hour for required training in the use or implementation of the CCITES system for training outside the regular school day.
7. Teachers volunteering for teleinstructional teaching assignments outside the regular K-12 school day or work year shall be compensated at a pro-rated portion of his/her regular salary.
8. A teacher assigned a teleinstructional teaching assignment shall receive a stipend of \$500 per semester or will be scheduled so as to limit the number of preps to one less than the previous year.

F. CCITES Equipment and System Use

1. The district shall be responsible for the repair and maintenance of telecommunications equipment. While teachers will not be held primarily responsible for the set-up or dismantling of equipment, teachers will be responsible for routine daily procedures necessary to activate and operate the system.
2. The use of the system is controlled and regulated by the CCITES Governing Council and the procedures established by participating districts.
3. Association requests for use of the system will be directed to the CCITES Governing Council. The cost of repair or damage resulting from negligence or misuse shall be incurred by the Association.
4. Except for purposes of K-12 instruction for student credit, districts shall not be restricted in the use of the CCITES system outside of the regular K-12 instructional day or school year.

G. Effect on Teacher Employment

1. The intent and purpose of the CCITES project is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts served by this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.
2. It is not the intent and purpose of the CCITES project to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications via CCITES.
3. There will be no reduction in the total number of bargaining unit members employed by each individual district participating in the distance learning project. This provision shall not have any bearing on layoffs or reductions not related to the operation of the CCITES system. When the pilot project is completed, the parties agree to bargain the CCITES language prior to implementing as a continuing delivery system.
4. It is specifically understood that any local school district teacher presenting a K-12 telecommunications class shall be a member of the local bargaining unit.

H. Broadcast and Rebroadcast

1. Rebroadcast for students absent on a given day, remedial instruction, teacher use and for demonstration purpose is permitted.
2. Videotapes of teleinstructional classes are the property of the originating site district and may be jointly copyrighted by the originating site district and teacher.

I. Duration, Review and Future Negotiations

1. This Appendix shall be effective in a district upon ratification by the Board of Education and

the recognized bargaining agent and shall remain in effect until August 31, 2009.

2. The parties agree it may be necessary to meet during the above stated period to discuss issues not contemplated or addressed in this Appendix.
3. Any changes in this Appendix during its term, and any changes resulting from the negotiations of a successor Appendix, are delegated solely to the representative bargaining committee of the CCITES Governing Council and the recognized bargaining agents. Any modifications or successor appendices are subject to the respective parties' ratification procedures.
4. When the pilot project is completed, the parties agree to bargain the CCITES language prior to implementing as a continuing delivery system.

PROBATIONARY TEACHER
INDIVIDUALIZED DEVELOPMENT PLAN

Teacher _____ Date Received _____
Building _____ Position _____

School Year _____ Probationary Year _____

Principal _____

Subject Matter Content

Exhibits sound background and understanding of subject matter for the position. Keeps abreast of current theory and practice in field. Is able to respond satisfactorily to questions posed by students, either by providing the information or a source for the information. Stimulates interest in subject area. Uses a variety of teaching and learning techniques designed to serve the differing abilities of students. Provides consistently relevant subject content. Encourages and respects student input. Uses varied resources appropriately. Shares with students the purpose for each assignment and involves students in setting objectives for themselves. Bases evaluation on realistic goals for each student. Takes into consideration the capability and effort of each student. Keeps accurate records. Reviews and returns assignments promptly.

Management

Organizes classroom routine in efficient manner. Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously. Devotes most of time to teaching and learning activities. Keeps classroom and equipment in good condition. Reports maintenance needs promptly. Guides students to share responsibility for care of furnishings and equipment. Promotes a friendly atmosphere conducive to learning. Makes building and classroom rules known to students. Handles student discipline according to building and district policy. Deals with students in fair and consistent manner.

Relationships

Exhibits a positive attitude. Exercises initiative. Encourages others by attitude. Seeks out new ideas. Is open-minded. Accepts and gives assistance. Implements suggestions in professional manner. Maintains honest and forthright relationships with all. Respects dignity and rights of all people. Shows consistent interest in student's academic and social growth. Identifies and refers students with problems to appropriate personnel. Provides constructive criticism or ideas for improvement of education. Seeks resolution of problems through appropriate channels. Observes district policies, rules, regulations and agreement. Keeps and promptly turns in reports.