

Tri-County Bargaining
Association
and
Elkton-Pigeon-Bay Port
Laker Schools

Master Agreement

Laker Board of
Education

July 1, 2009 - June 30, 2011



TABLE OF CONTENT

ARTICLE I - RECOGNITION2

ARTICLE II – ASSOCIATION AND TEACHER RIGHTS2

ARTICLE III – RIGHTS OF THE BOARD3

ARTICLE IV – PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS3

ARTICLE V – TEACHING HOURS5

ARTICLE VI – TEACHING CONDITIONS6

ARTICLE VII – PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS9

ARTICLE VIII – VACANCIES, PROMOTIONS AND TRANSFERS9

ARTICLE IX – ILLNESS AND DISABILITY10

ARTICLE X – PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE11

ARTICLE XI – UNPAID LEAVES OF ABSENCE12

ARTICLE XII – TEACHER EVALUATION AND PROGRESS13

ARTICLE XIII – PROFESSIONAL BEHAVIOR14

ARTICLE XIV – PROFESSIONAL IMPROVEMENT15

ARTICLE XV – CONTINUITY OF OPERATIONS15

ARTICLE XVI – SCHOOL CALENDAR16

ARTICLE XVII – PROFESSIONAL COMPENSATION16

ARTICLE XVIII – SPECIAL TEACHING ASSIGNMENTS16

ARTICLE XIX – STUDENT DISCIPLINE AND TEACHER PROTECTION17

ARTICLE XX – PROFESSIONAL GRIEVANCE PROCEDURE18

ARTICLE XXI – NEGOTIATION PROCEDURES19

ARTICLE XXII – REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL20

ARTICLE XXIII – MISCELLANEOUS PROVISIONS21

ARTICLE XXIV – CURRICULUM COMMITTEE22

ARTICLE XXV – LONGEVITY22

ARTICLE XXVI – DURATION OF AGREEMENT24

APPENDIX B – TEACHER SALARY SCHEDULE25

B-1 SCHEDULE26

APPENDIX B-2 – SALARY COMPUTING FACTORS27

APPENDIX C – INSURANCE BENEFITS27

APPENDIX D – GRIEVANCE FORM29

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This Agreement entered into by and between the Elkton-Pigeon-Bay Port Laker School District, hereinafter called the "Board" and the Tri-County Bargaining Association, MEA/NEA, hereinafter called the "Association".

WITNESSETH: Whereas, the Board and the Association recognize and declare that providing a quality education for the children of the District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching staff, and

WHEREAS, the members of the teaching profession are particularly interested in assisting in the formulation of policies and programs designed to improve educational standards, and

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

WHEREAS, the parties have reached certain understandings which they declare to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I – RECOGNITION

- A. The Board hereby agrees to recognize the Association as the exclusive bargaining representative for professional teaching personnel and related professional support personnel regularly employed, but excluding all supervisory, executive, management, office clerical, custodial, food service, bus driving, Director of Counseling, Athletic Director, and all others.

The term teacher, when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining unit as defined above, and any reference to male teachers shall include females.

- B. The Board agrees to not negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiation or bargaining and other concerted and lawful activities for mutual aid and protection. 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 or deprive or coerce any teacher in the enjoyment of any rights

conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to those terms or conditions of employment.

- B. The Association and its duly authorized representatives, and respective affiliates, shall be permitted to hold meetings and transact official Association business on school property at all times, with the permission of the building principal, provided that this shall not interfere with or interrupt normal school operation. When a special custodial service is required, the Board may make a reasonable charge thereof. No charge shall be made for the use of school rooms.
- C. The Association shall have the right to use school facilities and equipment, when such equipment is not otherwise in use and with the agreement of the administration.
- 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 of which shall be provided in each building.

No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off the school premises.

- E. The Board agrees to make available to the Association information to which it is legally entitled, such as, but not limited to annual financial reports and audits, register of certified personnel, minutes of Board meetings, treasurer's reports, census and membership data, list of teaching staff, and information which may be necessary to process any grievance.
- F. At the written request of the Association, the Board shall grant the representatives of the Association an opportunity to discuss the district's financial condition and/or educational policy with a representative of the Board.
- G. The private and personal life of a teacher shall not be within the appropriate concern or attention of the Board. However, in the event that a teacher convicted on moral charges or convicted of using, pushing or possessing drugs not prescribed by a physician and these convictions occurring while under the employ of the Elkton-Pigeon-Bay Port Board of Education, such teacher shall be subject to dismissal without recourse of the grievance procedures.

ARTICLE III - RIGHTS OF THE BOARD

- A. The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the School district to the full extent authorized by law, provided that such rights and

responsibilities shall be exercised by the Board in conformity with the provisions of this agreement.

- B. Nothing contained here should be considered to deny or restrict the Board of its rights, responsibilities and authority under law, except as agreed upon in this Agreement.

ARTICLE IV - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association, payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 s ct 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. the remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement.
- C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA constitution, bylaws and administrative procedures. pursuant to such authorization, the employer shall deduct one-tenth (1/10th) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, United Fund, insurance

programs, or any other plans or programs jointly approved by the Association and the Board.

- F. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the service fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February).

Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation service fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the service fee for that given school year.

- G. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and make relevant information available at both trial and appellate levels.
3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

- H. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this Article.

ARTICLE V - TEACHING HOURS

- A. The normal teacher duty day shall be a maximum of seven and one half (7 1/2) hours. All teachers shall be entitled to a duty free thirty (30) minute lunch period. All teachers shall be on duty at least fifteen (15) minutes prior to the start of school. Teachers are encouraged to remain for a sufficient period after the close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher.
- B. The normal teaching load in a full instructional week in the Junior High and High School will be up to 28 clock hours of instruction five unassigned preparation periods and not to exceed 30 teaching periods per week. All efforts will be made to keep the number of academic preparations for a teacher in the junior high or

high school to not exceed a maximum of four (4) per academic period (i.e. semester).

- C. The normal teaching load in a full instructional week in the elementary school will be up to twenty-eight (28) clock hours of instruction. Elementary teachers shall be provided at least five (5) hours of preparation/conference time per week; excluded from this preparation time is pupil supervision time, lunch and instruction time. Elementary teachers may use for preparation/conference all time during which their classes are receiving instruction from various teaching specialists. The teacher does not have to remain in the classroom where instruction is being provided by a specialist.
- D. If a junior high or high school teacher agrees to forego a preparation/conference period on an ongoing basis to take another class section, he shall receive additional compensation based upon that teacher's hourly rate for the time worked.
- E. If a teacher is absent and with administrative approval another teacher takes on the added assignment for the period, the teacher will be paid at the b-1 hourly rate of pay for amount of time worked.
- F. High school students will not be permitted to conduct any class without a supervising teacher being present in the classroom.
- G. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. The Association agrees to reimburse the Board for the cost of substitutes for teachers released.
- I. Teachers of music, art, physical education and laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, and all special education teachers shall be provided relief and preparation time to the same extent as other teachers in the district.
- J. Both parties understand that it may be necessary to add time in the form of minutes, hours, or days in order to comply with state law as it pertains to full state aid.

The parties agree to meet when necessary to formulate a school day schedule and calendar to be in compliance with minimum state law and to be eligible for full state aid. If the parties cannot agree, the Board shall have the authority to impose such school day schedule and calendar.

ARTICLE VI - TEACHING CONDITIONS

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 the school day should be directed toward insuring that the teacher's energy is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered to meet the following optimum standards except in traditional large group instruction or experimental classes where the Association has agreed in writing to the suggested class sizes.

SUGGESTED CLASS SIZE

1.	<u>Elementary</u>	
	K through 2nd -----	26
	3rd through 5th -----	27
2.	<u>Junior High School</u>	
	Sixth Grade -----	28
	Seventh Grade -----	28
	Eighth Grade -----	28
3.	<u>High School</u>	
	Industrial Arts -----	25
	Vocational Shops---Per State Guidelines	
	English -----	25
	Social Sciences -----	25
	General Education -----	25
	Mathematics -----	25
	Science-----	25
	Language -----	25
	Business -----	25
	Art -----	25
	Hygiene -----	25
	Drafting -----	30
	Music -----	40
	Physical Education -----	45

4. Special Education

All special education courses will follow the state guidelines.

- 5. With the exception of physical education, vocal, band and music, in the event that a given class exceeds thirty-five (35) students or if a combination class (two grades combined) exceeds thirty-two (32) students, the Board agrees to employ a full time aide in that particular room.
- 6. The above figures do not apply to music (band and vocal) and physical education.

- B. Enrollments in grades kindergarten through fifth shall be leveled throughout building.

- C. The Board recognizes that appropriate texts, 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. 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 made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- D. 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 the recognition, the Board shall provide a teacher reference library in each school in the district and include therein all texts which are reasonably requested by the teachers of that school.
- E. The Board agrees to make available in each school adequate typing, duplicating, to aid teachers in the preparation of instructional materials.
- F. The Board shall provide:
 - 1. A separate desk for each teacher in the district with a lockable drawer space.
 - 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 - 3. Adequate chalkboard space in every classroom.
 - 4. Copies, exclusively for teacher's use, of all texts used in each course he is to teach.
 - 5. An abridged (desk) dictionary in every classroom.
 - 6. Adequate storage space in each classroom for instructional materials.
 - 7. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibilities.
- G. To relieve teachers of cafeteria and hall duty the Board agrees to engage the necessary teacher aides in each elementary school responsible to the building principal. The aides will assist in handling patrol duties, noon hour and recess duties, collecting monies for milk and lunch and as otherwise directed by the supervising teacher.
- H. Under no conditions will a teacher be required to drive a school bus as part of his regular teaching assignment.
- I. The Board shall make available in each school building adequate lunchroom, restroom and lavatory facilities primarily for teacher use and at least one room, appropriately furnished, which shall be reserved for use as an employee lounge.
- J. Telephone facilities will be made available to teachers.
- K. Adequate off-street parking will be made available to teachers.

- L. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- M. Regular staff meetings within the respective buildings shall not be held more than once per week. Special meetings and committee meetings shall only be scheduled as need arises. Every effort shall be made to keep the total number of meetings to a minimum.

ARTICLE VII - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Teachers must meet all certification and other requirements under statute in addition to those qualifications established by the district in order to be assigned to a position.
- B. Teachers shall be given their tentative written notices of their schedules for the forthcoming school year by August 1. Changes thereafter will be made only if personnel changes take place.
- C. With the exception of vocal music, band and the FFA positions, any assignments in addition to the normal teaching schedule listed in Appendix B-1 shall not be obligatory, but shall be with consent of the teacher.

Preference in making such assignments will be given to tenure teachers regularly employed in the district. In the event that there is a position for which there is no qualified applicant from within the bargaining unit, the Board may fill said position from outside the unit. (The rate of pay shall not exceed that listed in Appendix B-1).

- D. When a teacher working on a daily substitute basis is responsible for the same teaching assignment for a period exceeding one hundred (100) consecutive days, such teacher shall receive full contractual compensation and benefits.

ARTICLE VIII - VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed each year by the teacher by March 1, to assure active consideration.

- 1. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for transfer. If the teacher objects to such a transfer for the reason given, the dispute may be resolved through the grievance procedure.

- B. A vacancy shall be defined as a position currently filled but which will be open in the future, or a new position that is currently not in existence. A position currently filled but which the board does not intend to fill in the future shall not be considered a vacancy.
- C. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year, at which time the position will be considered vacant.
- D. No vacancies will be posted if there is a teacher on layoff who is certified and qualified for the vacancy.

Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and post notices of same on a bulletin board in each school building for no less than three weeks before the position is filled. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicants.

- 1. Whenever the vacancies occur during the summer months when regular school is not in session, the following procedure, in addition to the procedure outlined heretofore, shall be followed:
 - a. Teachers with specific interests in possible vacancies will notify the Superintendent's Office of their interest, in writing, by June 1 of the school year, and shall include a summer address.
 - b. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Superintendent's Office of the vacancy.
 - c. The teachers so notified shall have the responsibility of contacting the Superintendent's Office indicating their interest in said position within three (3) days of receiving notification.
- E. Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, may be sought through retraining of existing staff wherever possible.
- F. Teachers who leave the Association for other employment within the district shall lose all seniority rights.

ARTICLE IX - ILLNESS AND DISABILITY

- A. At the beginning of each school year each teacher shall be credited with eight (8) days of leave, the unused portion of which shall accumulate from year to year to a total of one hundred (100) days. The Board of Education shall buy back the

unused days over the 100 at the end of each year at the rate of \$50.00 per day. The pay-off shall be made no later than June 30th each school year. The leave days may be taken for the following conditions:

1. Personal Illness or Disability - The teacher may use all or any portion of his leave to recover from his own illness or disability.
 2. Death in the Immediate Family – Time deemed necessary for matters pertaining to deaths of persons in the family or household. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and grandparents.
 3. Other Deaths - The teacher may take one (1) day to attend the funeral of any other person. This day is to be deducted from personal leave.
 4. Medical or Nursing Care - The teacher may take three (3) days to make arrangements for medical or nursing care for a member of his immediate family. (See definition in #2 above.)
 5. Illness in the Immediate Family - The teacher may take a maximum of five (5) days per critical illness. Critical illness shall be defined as a condition requiring and obtaining medical attention from a doctor within 24 hours. Immediate family shall be defined as in #2 above.
 6. Childbirth - Sick leave for the purpose of childbirth shall be granted for the period of disability caused by pregnancy.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total leave credit.
- C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one year.
- D. The Board of Education shall buy back the first 70 unused sick days (of the accumulated 100 sick days as referenced in paragraph A above) from any bargaining unit member upon notification of retirement of said bargaining unit member under MPERS (Michigan Public School Employee Retirement System). The buyback rate shall be at the daily substitute rate.

ARTICLE X - PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. At the beginning of every school year, each teacher shall be credited with four (4) days for personal business. Such days may be used for activities that are not possible to schedule outside of work time. A teacher planning to use a personal business day or days shall notify his principal at least one week in advance except in cases of emergency.

Personal leave days shall be available for the practice of individual religious preferences. Unused days will be added to a teacher's sick leave if the teacher's sick leave accumulation is below the maximum amount. There shall be no more than two personal leave days granted on the same day in any one building.

- B. A teacher called for jury duty or to give testimony before any judicial tribunal on behalf of the district 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 four (4) days; such use to be at the discretion of the Association. An additional eight (8) days may be used with the same notice requirements as below. The Association, however, shall pay for the substitutes if and when these eight days are used. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave.

ARTICLE XI - UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to one (1) year may be granted to any teacher upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps of Job Corps as a full time participant in such programs; or a cultural travel or work program related to his professional responsibilities; provided said teacher states, in writing, his intention to return to the school system.
- B. A leave of absence of up to one year may be granted to any teacher upon application for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities.
- C. A leave of absence not to exceed one year may be granted to any teacher upon application, for the purpose of campaigning for, or serving in, a public office.
- D. A leave of absence shall be granted to any teacher for the purpose of child care. A teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court.
- E. A leave of absence of up to one year may be granted to any teacher upon application for the purpose of serving as an officer or staff member for either the Michigan Education Association or the National Education Association.
- F. The granting of leaves under sections A, B, C and E of this article are discretionary with the Board and the denial of such a leave is not subject to the grievance procedure.

All leaves under this article are without pay and benefits unless the continuation of paid benefits is required by the family medical and leave act.

Teachers returning from unpaid leaves of absence, except military, shall be placed on the next step of the salary schedule from which they left, provided they completed the year of service prior to leave. They shall return with seniority and sick leave accumulations accumulated at the time the leave was granted.

- G. 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 discharge from military duty, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

ARTICLE XII - TEACHER EVALUATION AND PROGRESS

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish these goals.

- A. Probationary teachers shall be observed for the purpose of evaluation at least two (2) times during the school year. These observations shall occur once during the first semester and once during the second semester prior to sixty days before the end of the school year. There will be a minimum of three weeks of school elapse prior to the initial observation of any teacher. A minimum of five (5) working days between observations will be allowed to provide time for stated deficiencies. The above timelines will be adjusted for probationary teachers hired during the year.
- Tenure teachers shall be observed for the purpose of evaluation at least once each year prior to April 1. An additional observation shall be scheduled by the administration at the request of the tenure teacher.
- B. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- C. The final written evaluation report shall be reduced to writing and a copy given to the teacher within ten (10) working days of the final observation. If the teacher disagrees with the evaluation, he may submit a written answer which shall be attached to the file copy of the evaluation in question. Each evaluation of a teacher shall be followed by a personal conference between the teacher and his evaluator for the purpose of clarifying the written evaluation report.
- D. At least one observation of a teacher shall not be for less than one class period or the duration of a particular teaching unit.
- E. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is

to improve and of assistance to be given by the administrator and other staff members.

- F. No evaluation shall unduly interfere with the normal teaching learning process.
- G. It is suggested that a pre-evaluation conference be held between the evaluator and the teacher so that the evaluator can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation to be evaluated.
- H. Each teacher shall be apprised of the specific criteria upon which he will be evaluated. No criterion shall be used which has not been previously approved by the Association as applicable for that teaching position held by the teacher being evaluated.
- I. No later than sixty (60) days prior to the end of the school year of each probationary year or anniversary date where applicable, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the Administration to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not made previously known to and discussed with the probationary teacher, the teacher will have the opportunity to submit additional information to the Superintendent.
- J. The written evaluation report shall be signed and dated by both parties. The teacher's signature shall be understood to indicate an awareness of the information within the report but in no instance shall said signature be interpreted to mean agreement with the content of the report.
- K. Test results of academic progress of students shall not be exclusively used in any way to evaluate the quality of teachers' service.

ARTICLE XIII - PROFESSIONAL BEHAVIOR

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches shall be promptly reported to the offending teacher.
- B. A teacher shall be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of the rules or delinquency in professional performance when such reprimand, warning or discipline shall become part of the teacher's personnel file. When a request for such representation has been made, no action shall be taken with respect to the teacher until such representation of the Association is present.

- C. No teacher who has completed the probationary period shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such discipline, reprimand, or reduction in compensation shall be subject to the grievance procedure. All information forming the basis for such discipline, reprimand or reduction shall be made available to the teacher.
- D. A teacher will have the right to review the contents of all records of the district pertaining to such teacher, originating after the original employment, and to have a representative of the Association accompany him in such a review.
- E. No material originating after original employment will be placed in his personnel file unless the teacher had the opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his file is inappropriate or in error, he may receive adjustment, provided just cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign the material placed in his files, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based on the contents of the teacher's personnel file.

ARTICLE XIV - 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, state and federal educational projects.
- B. The Board agrees to reimburse fees to compensate registration, lodging, mileage and meals for teachers who desire to attend selected professional conferences. All teachers desiring to attend said conferences shall apply to the building principal who shall make the final determination as to approval or disapproval of the application. Criteria to be used in making said decision shall include, but not be limited to, needs of the district, areas of specialization of the teacher, validity of the proposed program, and the number of conferences or seminars attended by the applicant as proposed to other applicants for other programs.

ARTICLE XV - CONTINUITY OF OPERATIONS

- A. There shall be a minimum of 174 actual days of student instruction. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board to insure that there are a minimum of one hundred seventy four (174) days of actual student instruction. Teachers will receive their regular pay for days which are

canceled but shall work on any rescheduled days with no additional compensation, provided, however, that the parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Appendix A.

ARTICLE XVI - SCHOOL CALENDAR

With the exception of those areas where the public employment relations act or the school code limit or prohibit negotiations, the parties agree that all aspects of the school calendar are negotiable, including length of school year, and further agree that the school calendar for the next academic year shall be published no later than March 1. The calendar will minimally contain 174 student days and seven (7) additional teacher work days. Any deviation from this published document must be by mutual consent.

ARTICLE XVII - PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Teachers will be paid over 26 pay periods (in certain years 27 pays may be required).
- B. All teachers shall be given up to the sixth (6th) step on the salary schedule for experience in any District in the State of Michigan, or other teaching experience in a School District accredited by a recognized accrediting agency.
- C. The salary schedule is based on the regular school calendar as set forth in Appendix A and the normal teaching assignment as defined in this Agreement.
- D. For the purposes of this contract, the teacher's hourly rate shall be determined in the following manner: The teacher's contracted annual salary shall be divided by the product of the number of teacher duty days per year and the number of teaching hours per day.
- E. Teachers involved in extra duty assignments will be compensated in accordance with Appendix B-1.
- F. Teachers required to drive their personal automobiles in the course of their work from one school building to another shall receive per mile payment in accordance with the rate established by the IRS. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- G. If a pay day should fall during a recess period, checks if possible shall be issued on the last day of school preceding the recess period.

ARTICLE XVIII - SPECIAL TEACHING ASSIGNMENTS

- A. Nothing contained in this Section shall prevent the Board of Education from selecting any person for employment in federally funded programs. Assignments for the summer school programs shall be voluntary. Assignments shall be made

by the Board on the basis of preference to tenure teachers regularly employed in the district during the normal school year, who apply for these assignments. Teachers in special teaching assignments shall be compensated as set forth in Appendix B-1.

ARTICLE XIX - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in the classroom are undermined when students discover that there is insufficient administrative backing and support for the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintaining control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to aid the teacher in carrying out his/her responsibilities with respect to such pupils.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use force as it is necessary to protect himself from attack or to prevent injury to another student or teacher.
- C. A teacher may exclude a pupil from one class 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 allow, full particulars of the incident in writing. The final resolution to any pupil problem, including re-admittance to any particular class, rests in the hands of the administration.
- D. Suspension of students from school may be imposed by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted.
- E. Any case of assault upon a teacher while on duty 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.
- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will render all necessary assistance to the teacher in his/her defense, provided liability insurance is available at reasonable cost and provided the teacher was acting in a reasonably prudent manner.
- G. No disciplinary action shall be taken upon any complaint by a parent of the student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the

teacher concerned. Any signatures shall be understood to indicate teacher awareness of the complaint, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- H. Administrative rules for suspension and expulsion are available in each principal's office.

ARTICLE XX – PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation, or inequitable application of a specific provision of this agreement. A grievance may not be processed if the same issue is being litigated by the grievant or on behalf of the grievant by a member of the unit or by the Association.

The following issues are not subject the grievance procedure:

1. Any matter for which a statute provides an administrative procedure to seek redress (i.e. MERC, EEOC, etc.).
 2. Discharge and non-renewal of probationary teachers.
 3. The discipline or removal of a teacher from a position covered by Appendix B-1.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. The grievance must be filed within fifteen (15) calendar days of the violation, misinterpretation or misapplication, or within fifteen (15) calendar days of the discovery thereof.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on a form substantially in accordance with that set forth in annexed Appendix D which shall be available from the Association Representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
- D. Within five (5) calendar days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.

- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made during the above period, the grievance may be submitted to arbitration before an impartial arbitrator.

If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration shall be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.

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.

- G. The fees and expenses of the arbitrator shall be shared equally by the parties.
- H. 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 15th of any year and strict adherence to the time limits may result in hardship on any party, the Board shall use its best efforts to process the grievance prior to the end of the school term or as soon thereafter as possible.
- I. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this agreement may be processed through the grievance procedure until resolution.
- J. In cases where the time required to process a grievance through the normal grievance procedure will cause a disadvantage to the grievant(s), the grievance may be appealed directly to the Superintendent. This procedure will be exercised in extreme cases of emergency, and will not become a vehicle to circumvent the position of the building Principal.
- K. Any party affected by a grievance may be represented at all meetings and hearings of the grievance procedure by the Association. The Association shall have the right to be present and to state its views at all grievance proceedings. This same privilege shall be granted to members of the administrative staff and to members of the Board of Education, or its designee.

ARTICLE XXI – NEGOTIATION PROCEDURES

- A. Representatives of the Board and the Association shall meet periodically, but in no event more than once a month, for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other at least seven (7) days in advance of said meeting an agenda covering what it wishes to discuss.

Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

- B. The parties agree to attempt to begin negotiations on or about April 1st. There shall be three signed copies of any final agreement. One copy shall be retained by the Board, one by the Association, and one by the Superintendent.
- C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of the Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXII – REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

- A. The following procedure will be used to establish a seniority list:
 - 1. Seniority shall be defined as the length of continuous employment within the bargaining unit from the employees last date of hire. Periods of unpaid leaves and layoff shall not be construed as a break in continuous employment and seniority (not step advancement for purposes of longevity or regular pay schedules) shall not accumulate during such periods.
 - 2. Effective with the 2009-2010 contract year, where the seniority date is the same for two or more teachers, seniority ranking shall be determined by the last four digits of the social security number with the highest number being place first.
 - 3. A district-wide seniority list shall be established and posted in each building at least once per year not later than October 1 assuming there have been changes from the prior year. If there are no errors identified within ten (10) business days of the posting date, the list will be deemed correct until the next time the list is posted.
- B. A layoff shall be defined as the need to reduce the number of teachers employed within the district.
- C. Vacancies will not be posted when it has been determined to layoff a teacher(s) or where there is a teacher already laid off who is eligible for recall. The teacher who is in a position scheduled for elimination or who is displaced will be assigned to vacancies under the following procedure before recalling eligible teachers for layoff.
- D. In the event layoffs become necessary, the following procedure will be used.
 - 1. The effected positions will be identified.
 - 2. A teacher in an effected position will be assigned to a vacancy, if one exists, for which the teacher is both certified and qualified.

3. If there is no vacancy, the teacher in an effected position will displace the least senioered teacher in a position for which the teacher is both certified and qualified.
 4. A teacher displaced as a result of section 3 above, will be assigned using sections 2 and 3 above. If there is no position available through the application of section 2 or 3, the teacher will be laid off.
- E. The Board agrees to discuss with the Association the possibility of reduction of certified staff at the earliest possible date. At this time the Association will be provided with the reasons leading to this decision. Thirty (30) days prior to the effective date of the layoff. Teachers whose jobs are in jeopardy shall be notified of layoff in writing.
- F. Benefits for released teachers:
1. A teacher that has been released because of staff reduction shall, if he desires, have priority on the substitute list, according to seniority.
 2. Leaves of absence will be granted by the Board upon written request when reduction of staff is necessary in compliance with Article XII, Leaves of Absence.
 3. During said reduction such reduced teachers shall receive insurance benefits at the Board's expense until the beginning of the new school year provided the teacher worked the entire school year. If the layoff is at some point other than the end of the school year, benefits will be prorated for the days worked.
 4. The total appendix a salary of any teacher who is laid off and is recalled the following school year, shall be deemed inclusive of the amounts paid in unemplyment.
- E. Laid off teachers shall be recalled as vacancies arise according to seniority, qualifications and certification for up to four (4) years following the effective date of the layoff.

ARTICLE XXIII – 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 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 with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement 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 one copy presented to all teachers.
- F. A faculty pass for all home athletic games shall be issued to all teachers.
- G. It is the responsibility of the administration to arrange for substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability.

ARTICLE XXIV – CURRICULUM COUNCIL

- A. The Board and the Association shall establish a council known as the Instructional and Curriculum Council. This Council may initiate and recommend policies affecting the nature and design of the instructional program of the district. As part of its responsibilities, the Council may:
 - 1. Develop criteria for the outgoing evaluation of all instructional programs;
 - 2. Annually review policies concerning all testing programs and instructional management systems;
 - 3. Review and make recommendations on all proposed pilot, experimental and/or innovative programs; and
 - 4. Promulgate and recommend other policies relating to the district's instructional programs and curriculum.
 - 5. Changes in the existing instructional program and the proposed new instructional program may be reviewed by the Council.

ARTICLE XXV – LONGEVITY

- A. After one (1) year on Step 10 is completed, the bargaining unit member will receive 1% of his/her salary.
- B. After five (5) years on Step 10 have been completed, the bargaining unit member will receive an additional 1% of his/her salary (for a total of 2%).

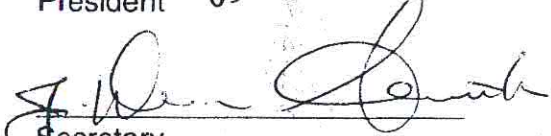
- C. After twelve (12) years on Step 10 have been completed, the bargaining unit member will receive an additional 1% of his/her salary (for a total of 3%).
- D. Years of service shall be defined as the length of continuous service within the bargaining unit. Periods of unpaid leaves and layoff shall not be counted.


ARTICLE XXVI – DURATION OF AGREEMENT


This Agreement shall be effective July 1, 2009 and shall continue in effect through June 30, 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR THE BOARD OF EDUCATION



President


Secretary

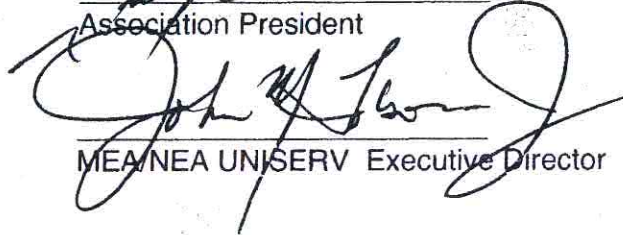

Member


Member

FOR THE TRI-COUNTY BARGAINING
ASSOCIATION, MEA/NEA


TCBA President


Association President


MEA/NEA UNISERV Executive Director

APPENDIX B – TEACHER SALARY SCHEDULE

Longevity is referenced in Article XXV.

2009-2010
2.00%

Step	BA	BA+20	MA	MA+20
0	35380	36029	37500	38480
1	37676	38337	39871	40854
2	39977	40629	42240	43224
3	42278	42933	44606	45592
4	44576	45231	46980	47960
5	46874	47528	49350	50340
6	49171	49826	51717	52709
7	51475	52130	54085	55071
8	53776	54429	56462	57446
9	56072	56731	58833	59814
10	58369	59028	61203	62186

2010-2011
2.00%

Step	BA	BA+20	MA	MA+20
0	36088	36750	38250	39250
1	38429	39104	40668	41671
2	40776	41441	43085	44088
3	43123	43792	45498	46503
4	45468	46135	47920	48919
5	47811	48479	50337	51347
6	50155	50823	52752	53763
7	52504	53173	55167	56173
8	54851	55518	57592	58595
9	57194	57866	60009	61010
10	59536	60208	62427	63430

B-1 SCHEDULE

2009-2010 - \$62.35

2010-2011 - \$63.60

Points	Activity	Points	Activity
77	Varsity Football	30	Winter Cheerleading
71	Varsity Basketball	29	Forensics
71	Varsity Volleyball	29	Elementary Musical
62	Summer Sr. High Band	29	Debate
50	Soccer	28	Jr. High Track
50	Varsity Baseball	28	Jr. High Football
50	Varsity Wrestling	25	Jr. Class Advisor
50	Varsity Softball	25	Fall Cheerleading
50	Varsity Track	25	8th Grade Basketball
50	Asst. Varsity Football	25	7th Grade Basketball
48	J.V. Basketball	25	7th Grade Volleyball
48	Summer Jr. High Band	25	8th Grade Volleyball
48	J.V. Volleyball	22.5	Dramatics 1 3 Act Play
46	J.V. Football	20.5	Dramatics 1 Musical
45	Asst. Athletic Director	20	6 th Grade Basketball
45	Sr. High Band Activities	20	Competitive Drama/1 Act Winter
39	Cross Country	20	Jr. High Student Council Advisor
38	Yearbook Advisor W/O Class	16	Jr. High Vocal
38	Freshman Basketball	14	Jr. High Cheerleading 7th & 8th
38	Freshman Volleyball	12	Sr. Class Advisor
36	Freshman Football	12	5th Grade Basketball
35	Jr. High Band Activities	10	Jr. High Wrestling
33	J.V. Baseball	10	Science Club
33	J.V. Softball	8	Sr. High Student Council
33	Golf	8	Dramatics Musical Director
33	Tennis	8	Sophomore Class Advisor
33	J V Soccer	8	Freshman Class Advisor
32	Asst. Track	4	Dramatics Pianist
30	Yearbook Advisor W/Class		

B-1 HOURLY RATE

	<u>2009-2010</u>	<u>2010-2011</u>
Summer Agriculture	23.34	23.81

Workers at Athletic Events: (Per individual)

Varsity Football, Basketball & Volleyball	15.00/event
Freshman Basketball, J.V. Football	11.30/event
Wrestling	11.30/event
Jr. High Basketball (7 & 8)	11.30/event

APPENDIX B-2 - SALARY COMPUTING FACTORS

- A. **OUTSIDE EXPERIENCE** - The teacher's step on the salary schedule shall be based on the provisions of Article XIX of this Agreement. In the event the aggregate total exceeds by a fraction a whole number of years experience, the placement on the salary schedule will be the whole number of years experience less any fraction for a full year of experience.
- B. All teachers shall be in their respective building or on school business during their planning/conference period in accordance with the above schedule. All teachers shall be in attendance for their planning/conference periods, pre-school and post-school conference or work days and professional development days. Failure to attend will result in loss of pay.

APPENDIX C - INSURANCE BENEFITS

Each member of the Association will be provided premiums for up to full family insurance benefits, subject to the following limitations.

- A. The Board shall provide a fully funded HRA Blue Cross/Blue Shield Flex Blue 2 plan with a \$3,900/\$5,850 annual deductible. The Board will be responsible for any increase in the deductible.
 - 1. If two or more teachers belong to a single family unit and are eligible for coverage under the same policy, the Board will pay one policy covering the family unit.
- B. The Board will provide the premium for SET Ultra Dental for each bargaining unit member. The cap for dental benefits will be \$900 per family member for the 2009-2010 school year and \$1000 per family member for the 2010-2011 school year.
- C. The Board will provide each member of the bargaining unit with the School Employers Trust (S.E.T.) Vision III program. The eye glass frame maximum will be \$65.00.
- D. The Board will provide without cost to the member group term life insurance protection in the amount of \$30,000 with accidental death and dismemberment.
- E. The Board will provide School Employers Trust Long Term Disability Insurance for each member of the bargaining unit. Said insurance will provide for a ninety (90) calendar day waiting period and shall pay sixty percent (60%) of the teachers salary up to a monthly maximum of two thousand five hundred dollars (\$2,500.00).
- F. Insurance benefits shall be pro-rated as follows:
 - 1. One-half contract or more as defined in Appendix B-2 shall be prorated based upon the teachers schedule.

2. Less than one-half contract time teachers shall receive no insurance benefits paid by the Board but shall be allowed payroll deduction for group insurance plans.
- G. For those bargaining unit members not subscribing to Board-paid health insurance, the Board agrees to make twelve (12) monthly cash payments which can be applied to an annuity or other variable options available through the business office in the amount of:
1. \$400 for any number less than seven
 2. \$450 for any number seven or more
- H. The Board reserves the right to change all insurance plans provided comparable benefits are maintained. In terms of the health care plan, the plan must be comparable to the plan in place during the 2005-2006 contract year.

APPENDIX D - GRIEVANCE FORM

The attached form is the format that is to be used to file all grievances either individual or class action type grievances.

GRIEVANCE REPORT FORM

Laker School District

Grievance # _____

Distribution of Form

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

GRIEVANCE REPORT

Submit to Principal in Duplicate _____

Building	Assignment	Name of Grievant	Date Filed
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STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. 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 Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature Date