

MICHIGAN CENTER EDUCATION ASSOCIATION AGREEMENT

WITNESSETH

WHEREAS the Board and the Association, hereinafter sometimes referred to as the parties, recognize and declare that providing a quality education for the children of Michigan Center is their mutual aim and that the character of such education depends predominantly upon the quality and professionalism of the teaching service, and

WHEREAS the Board has a statutory obligation, pursuant to the Public Employment Relations Act, 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, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

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

ARTICLE 1: Recognition

- A. **THIS AGREEMENT** entered into by and between the **BOARD OF EDUCATION OF THE MICHIGAN CENTER PUBLIC SCHOOLS**, hereinafter called the "Board," and the **JACKSON COUNTY EDUCATION ASSOCIATION**, hereinafter called the "Association."
- B. **Exclusivity.** The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Public Employment Relations Act, for all professional employees (see below), who are scheduled to work at least three-fifths (3/5) time or more on a permanent part-time basis. The term "bargaining unit member" when used in this Agreement shall refer to all professional employees in the bargaining unit. Professional employees will include classroom bargaining unit members, guidance counselors, school librarians, and social workers but shall exclude supervisory and executive personnel, office and clerical employees, substitutes, bargaining unit member aides, the athletic director and guidance director.
- C. With respect to the bargaining unit members covered by this Agreement, the Board agrees not to negotiate with any individual bargaining unit member or organization other than the Association for the duration of the Agreement.
- D. Except to the extent that a right is waived by the terms of this Agreement, the rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere and nothing contained herein shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan School Code or other laws and regulations.

E. **Extra Compensation Assignments.** The extra compensation assignments listed in Appendix A., Section B, shall be included in the bargaining unit subject to the following:

1. **Assignment.** Assignment to such a position in one year shall not be construed as a right to the assignment in any succeeding year; provided that any bargaining unit member assigned to such a position during the previous school year shall not be removed from the position arbitrarily. Should an extra compensation assignment covered by this Agreement be dropped from the school program, representatives of the Board and the Association agree to meet and confer, to determine the status of such positions as they relate to the terms of this Agreement.

2. a. **Posting.** All vacancies in such positions shall be posted as provided in Article 8 subject to paragraph 3. In filling such vacancies, the Board shall give due weight to length of service, professional background and attainments of all applicants, and other relevant factors, but length of service with the District shall only be considered as one factor in filling such vacancies and shall not necessarily be the deciding factor. All applications for such positions shall be in writing. Any unsuccessful applicant shall be entitled to a written statement of the reason from the Superintendent for not being selected.

b. Head Varsity coaching positions will be posted internally and externally every two (2) years. All Head Varsity coaches, as of September 1, 2008, will be grandfathered into their current positions (i.e. will not have to be posted until vacant).

If a posting results in both internal and external applicants, a committee consisting of two (2) on staff coaches (chosen by the Association), the superintendent, the athletic director, one board member and one parent (chosen by the Board) will recommend the most qualified candidate from all applicants internal and external. Qualifications shall include, but not be limited to, past evaluations of job performance and other mutually agreed upon criteria determined by the committee. The applicant determined by the committee to be the most qualified shall be recommended to the Board for appointment. If the Board does not accept the committee's recommendation, the position shall be filled from the qualified internal applicants as provided above in paragraph 2.a.

c. All coaching positions, other than Head Varsity coaching positions, held by non-bargaining unit members will be posted every year.

3. **Non-Unit Applicants.** The Board shall give due consideration to all applicants for such positions from within the school district, but except for Head Varsity coaching positions, if no bargaining unit members from the district apply for a position or if, in the sole discretion of the Board, none of the applicants from

within the district are qualified, the Board may fill the position from outside the district. Head Varsity coaching positions shall be filled as provided above in paragraph 2.b. Persons hired from outside the district to fill only such position shall receive the compensation for the position set forth in Appendix A but shall not have any other benefits or rights of this Agreement. The Board, Association and the person hired from outside the district may agree to deviate from the compensation set forth in Appendix A.

F. **Probationary Period - Non-Tenure.** Those employees within the bargaining unit who are not subject to the provisions of the Tenure Act, such as school social workers, counselors and other employees in positions that do not require a teaching certificate, shall serve a probationary period of four (4) years. Classroom teachers and other employees subject to the Tenure Act shall serve a probationary period as required by the Tenure Act.

G. **Mentor Bargaining Unit Members.**

1. Pursuant to Section 1526 of the Michigan School Code, for the first three (3) years of employment as a classroom bargaining unit member, he/she will be assigned one or more mentors. A mentor assignment may be split between more than one mentor when the probationary bargaining unit member has been given an assignment in more than one building or academic area.
2. The right of selection of mentors (whether internal or external to the bargaining unit) will be reserved to the Board and is not subject to review through the grievance procedure.
3. Mentor teaching assignments are voluntary. Tenured bargaining unit members within the bargaining unit who are at least two (2) years beyond the probationary period provided by law, who have a record of successful teaching, may request consideration for assignment as a mentor through the Superintendent's office.
4. In making appointments, the Board will take into consideration, by way of example, degrees earned, areas of certification, participation in professional development activities and the performance record of internal applicants.
5. Mentor assignments will normally be for the three (3) year period. The assignment may be discontinued for good cause shown by the probationary bargaining unit member, the mentor or administration.
6. The full annual honorarium for mentor bargaining unit members shall be as set forth in Appendix A. The honorarium for non-unit mentors will be determined by the District but will not exceed the rate paid to unit members. If the mentor assignment is split as described in G.1, the honorarium will also be proportionally split between the mentors.

7. Where the mentor is a bargaining unit member within the bargaining unit, consideration will be given to the building assignment and schedule of both bargaining unit members.
8. The responsibilities of the mentor will be determined by the administration. In general, the responsibilities will include by way of illustration, assisting the bargaining unit member in fulfilling the objectives of the bargaining unit member's Individual Development Plan and guidance in such areas as classroom management and instructional delivery.
9. The parties agree that mentors (internal or external to the bargaining unit) will not be involved in the evaluation of the probationary bargaining unit member. The parties further agree that absent being subpoenaed, mentors will not be involuntarily called as a witness in administrative hearings, court proceedings or grievance hearings.

ARTICLE 2: Bargaining Unit Member Rights

- A. **Right to Organize; Non-Discrimination.** Pursuant and subject to the Public Employment Relations Act, and subject to any limitations contained in this Agreement, 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 bargaining or negotiations and other concerted 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 bargaining unit member in the enjoyment of any right conferred by the Public Employment Relations Act or other laws of Michigan or the Constitutions of Michigan and the United States, provided the bargaining unit member has not waived any such right under the terms of this Agreement; that to the extent prohibited by law it will not discriminate against any bargaining unit member 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 any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC), or a mediator from such public agency.
- C. **Use of Building, et al.** During the term of this Agreement the Association shall have the right to use school building facilities at all reasonable hours for Association meetings, which do not interfere in any way with the educational program. When special custodial service is required, the Board may make a reasonable charge therefore. No bargaining

unit member shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communication which are used only for faculty purposes shall be available to the Association for Association notices.

- D. **Information.** The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the bargaining unit members and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- E. Notwithstanding their employment, bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or the lack thereof outside of school hours shall be grounds for any discipline or discrimination with respect to the professional employment of such bargaining unit member.
- F. To the extent prohibited by law, bargaining unit members' records of employment shall not be disclosed without prior approval of the affected bargaining unit member.
- G. **Personnel File.** To the extent permitted by law, a bargaining unit member shall have the right upon request to review the contents of his personnel file. A representative of the Association may be requested to accompany the bargaining unit member in such review.

ARTICLE 3: Board Rights

- A. The Board, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, materials used, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.
- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules and regulations and policies as it may deem necessary shall be limited by the specific and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws of the State of Michigan and the United States.

ARTICLE 4: Membership, Fees and Payroll Deduction

A. **Membership Dues and Fees.**

1. Within thirty (30) calendar days of commencing employment, all bargaining unit members shall pay either membership dues or service fees in an amount determined by the Association in accordance with its procedures.
2. The deduction of dues and fees shall be required as a condition of this Agreement. The Board shall accordingly deduct dues and fees pursuant to the authority set forth in MCLA 408.477.
3. Any objections relative to the amount of service fees shall be directed to the procedures established by the Association.
4. The Association will indemnify and hold the Board harmless from any and all claims, damages, liabilities, costs and expenses, including court costs and attorney fees, arising out of the implementation of this section.
5. Deductions will be made in twenty (20) equal installments beginning with the second payroll.

- B. **Payroll Deduction.** Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the payroll of that bargaining unit member and make appropriate remittance for: annuities, credit union, savings bonds, United Fund, insurance options, city income tax, MEA Auto Insurance, or any other plans or programs approved jointly by the Association and the Board.

ARTICLE 5: Bargaining Unit Member Hours

- A. **Teaching Hours.** The bargaining unit member's normal teaching hours in the schools shall be as follows:

All bargaining unit members will be assigned to report five (5) minutes before and remain five (5) minutes after the student instructional day.

During the term of this Agreement, student instructional time will not be increased, except as may be required by law. Where such changes impact upon the terms and conditions of this Agreement, the parties agree to renegotiate the necessary changes to guarantee compliance.

On Fridays or days preceding a holiday or vacation all bargaining unit members may leave following the dismissal of students.

The social worker's day shall generally coincide with the classroom teacher's work day but may also include home visitations and other responsibilities and activities outside the work day. In no event shall the work week of the social worker exceed forty (40) hours.

B. Committee Service.

1. Each bargaining unit member will be assigned to a School Improvement Committee. The District will continue to attempt to honor the requests of bargaining unit members for a specific committee.
2. Unless common planning is operative under Article 5.F, service on other committees is voluntary and bargaining unit members are encouraged to serve on one (1) professional committee every two (2) years. The length of service on a committee is two (2) years.
3. Where common planning is operative under Article 5.F, bargaining unit members may be assigned to a committee in the absence of a sufficient number of volunteers.
4. Examples of committees include the following by way of illustration:
 - a) Curriculum Development
 - b) Discipline
 - c) Retention/Promotion
 - d) Report Card
 - e) Textbook Selection
 - f) School Improvement
 - g) Core Team
5. The Board and the Association may agree to add other committees to the above list.

C. Duty Free Lunch. All bargaining unit members shall be relieved of cafeteria and playground duty during the 30 minute lunch period unless specifically hired for that duty.

D. Elementary Prep Periods. Elementary bargaining unit members shall use as conference and preparation time those periods when their students are receiving instruction from bargaining unit specialists (elementary physical education, music, and art) and when their students are at recess. The Board shall maintain vocal music and physical education elementary programs; provided, however, the Board may, after consultation with the Association, reduce or eliminate such programs for financial reasons only. The Board shall use its best efforts to hire substitutes for the bargaining unit specialists. Elementary bargaining unit members shall have 55 minutes per day as conference and preparation time as scheduled by the Board to replace such time lost by the elimination of the

elementary music and art specialist programs. Such time shall be scheduled in no less than fifteen (15) minute blocks of time per day.

- E. **Secondary Prep Periods.** All secondary bargaining unit members (7-12) shall be entitled to a daily preparation period equivalent to at least one (1) class period to be scheduled during the student day; provided, however, that such daily preparation periods shall not exceed fifty-five (55) minutes per day. If the secondary class period exceeds fifty-five (55) minutes per day, the teacher will be assigned an activity from a mutually agreeable list of activities for the time in excess of fifty-five (55) minutes. These activities will be developed by a committee consisting of an equal number of participants of administrators and secondary teachers.
- F. **Common Planning.** The following scheduling adjustments will be made when the district determines to schedule common planning time:
1. The specific common planning days will be designated in the calendar.

Common planning time will consist of approximately one (1) hour and thirty (30) minutes per day. The amount of student instructional time within the one (1) hour and thirty (30) minutes will be reallocated over a two (2) week period.
 2. On common planning days, the length of secondary preparation and class periods will be reduced and equalized.
 3. All bargaining unit members will remain at work for a total of twenty (20) minutes per day outside of the commencement and dismissal times for students. The allocation of such time will be determined by the building principal.
 4. Common planning time may include those committee assignments listed in Article 5.B.
- G. **Professional Development.** To ensure that each full and part-time teacher completes at least five (5) days (thirty [30] hours) of professional development as required by Section 1527 of the Revised School Code, a teacher shall be required to make up any days or hours of professional development provided by the School District that the teacher fails to attend for any reason, including illness. The days or hours may be made up by taking classes offered by the Jackson County Intermediate School District or other classes approved by the Superintendent or designee.

ARTICLE 6: Bargaining Unit Member Conditions

- A. The parties recognize that the availability of optimum school facilities for both student and bargaining unit member is desirable to ensure the high quality of education that is the goal of both bargaining unit member and the Board. It is also acknowledged that the

primary duty and responsibility of the bargaining unit member is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the bargaining unit member is primarily utilized to this end.

B. Class Size.

1. The parties recognize that class size is an important aspect of an effective educational program and agree that the following class sizes are desirable:

K - 2	24
3 - 5	26
6 - 12	28

2. Accordingly, the Board agrees to use reasonable means to keep all classes, except band, vocal music, physical education, study halls and any other large group instruction, at 30 students or less. A class may exceed 30 students if the bargaining unit member and the Association approve of the additional students or if the Board cannot reduce the size of the class to 30 or less by reasonable means; provided, however, that any split grade classroom shall in no event exceed 30 students. Reasonable means shall not require the Board (1) to establish a split grade (2) to create, construct or purchase additional classrooms (3) to place any class on a short-time or reduced schedule or (4) to establish an additional class in a subject of which there is only one in a grade.
3. If it is necessary to assign a bargaining unit member to a class which exceeds 30 students, the Board shall so advise the bargaining unit member and the Association in writing of such fact and the reasons therefore. The determination of class size for the purpose hereof will be made as of October 1, or the first school day thereafter, of each school year.
4. Upon request, an elementary bargaining unit member with 32 or more students shall be provided with 2-1/2 hours of instructional aide assistance per week. The aide time shall be provided in increments of not less than 15 minutes.
5. Co-teaching situations will be considered for special education students' inclusion into regular education classes. If a mutually agreeable co-teaching situation cannot be agreed upon, the following provisions will be implemented.

The number of elementary special education students within a grade level within a building will be equalized, subject to any exceptions which may be imposed by the student's Individual Education Plan.

The number of secondary special education students enrolled in the same section and class hour will be equalized, subject to any exceptions which may be imposed by the student's Individual Education Plan.

- C. **Tools and Materials.** The Board recognizes that appropriate texts, library reference facilities, maps, and globes, laboratory equipment, audiovisual 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, use, and quantity of such educational tools.
- D. **Break Facilities** The Board shall insofar as possible make available in each school adequate lunchrooms, restroom and lavatory facilities exclusively for bargaining unit member use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.
- E. **Telephone facilities** shall be made available to bargaining unit members for their reasonable use.
- F. Adequate parking facilities shall be made available to bargaining unit members.
- G. **Non-Discrimination.** To the extent required by law the provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, political beliefs, religion, color, national origin, age, sex, marital status, sexual orientation, height, weight, handicap, or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to achieve full equality of educational opportunity to all pupils.
- H. **School Closure.** When weather conditions, mechanical malfunctions and/or other emergencies act to close schools, bargaining unit members shall not be required to report to work, provided that bargaining unit members may be called to work when conditions permit or when schools are open but the buses do not run, if the bargaining unit members are reasonably able to do so. Days of instruction lost due to such "act of God days" may be rescheduled if necessary to prevent the loss of state aid under the State Aid Act. When such days are rescheduled, bargaining unit members shall be required to report for duty. Neither the closure of such schools due to "act of God days" nor rescheduling of such days, shall act to increase or decrease the amount of compensation due a bargaining unit member in accordance with their step and level of the salary schedule.
- I. **Medically Fragile/Least Restrictive.**
 - 1. In the event the Michigan Center School District and the Jackson Intermediate School District determine that the Michigan Center Schools will provide services to medically fragile special education students not currently enrolled in a regular education classroom setting (who require additional assistance in order to be included in a classroom setting as determined by the Individual Educational Placement Committee meeting), the Board agrees to bargain the issues dealing with these students in a least restrictive environment that are not resolved through normal administrative procedures.

2. A general education classroom bargaining unit member shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions or render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. Otherwise, it shall be the responsibility of the bargaining unit member to implement the student's individualized educational plan while attending to the educational needs of the student while in the bargaining unit member's class.

J. School Improvement Committees.

1. Except as may be afforded by law, decisions made by school improvement committees shall be consistent with the terms and conditions of this Agreement.
2. Any committee participation beyond the normal work day and the established exceptions to such shall be voluntary.

Such voluntary participation or non-participation shall not be used as a criteria for discipline or discharge.

- K. Substitutes.** The Board agrees at all times to use its best efforts to maintain an adequate list of substitute teachers. Elementary bargaining unit members shall inform their principal by 6:30 a.m. and secondary bargaining unit members by 6:00 a.m., of their unavailability for work unless good cause can be shown as to why the call could not be made prior to these times. Once a bargaining unit member has reported his/her unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

- L. High School Graduation:** High school teachers are expected to attend the high school graduation and sit in a designated area, unless excused by the Superintendent for good reasons; provided graduation is not held during the Memorial Day weekend. If teachers are required to wear a cap and gown, the Board shall provide the first set. Other teachers are encouraged to attend the High School graduation.

ARTICLE 7: Calendar

- A.** The 2008 – 09 calendar is attached hereto as Appendix B. Any subsequent calendars shall be developed by a committee composed of three (3) Association members and three (3) Administrators.

ARTICLE 8: Vacancies, Promotions and Transfers

- A. Notice.** Whenever any vacancy occurs or a new position is established which is covered by this Agreement, the Board shall give five (5) working days written notice of such

vacancy or new position to the Association to allow bargaining unit members to file applications. Provided however, that any vacancy or new position which occurs or is established during the school year on or after October 1, may be filled with a term substitute and posting may be deferred until May of the same school year to fill the vacancy or position at the beginning of the following school year.

B. Procedure.

1. Any bargaining unit member may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the seniority, professional background and qualifications of all applicants. If the Board determines that the qualifications of two or more applicants are essentially equal, the applicant with the greater seniority shall be awarded the position; provided, however, if filling the vacancy with the most senior applicant will prevent the recall of a laid off bargaining unit member the position will be filled with the laid off bargaining unit member. "Seniority" for purposes of this Article is defined in Article 14. A. 4. An applicant who is "highly qualified" as that term is defined by NCLB for all or a portion of a vacancy shall be deemed more qualified than an applicant who is not "highly qualified" for all or any portion of the vacancy.
2. Whenever a vacancy occurs or a new position is created during the normal summer vacation months the Board shall send notice thereof to all bargaining unit members and any bargaining unit member who wishes to apply shall do so within fourteen (14) calendar days of notification before August 1 and within ten (10) calendar days of notification on or after August 1.
3. The final decision in the filling of vacancies and/or promotions rests with the Board subject to the bargaining unit member's right to grieve based on any violation of the Agreement.
4. Teachers hired or rehired into special education assignments after July 1, 2000, will not be eligible for reassignment into general education assignments until they have actively worked at least five (5) consecutive years (two years if tenured elsewhere in Michigan) in special education.

C. Involuntary Transfer. Since the frequent transfers of bargaining unit members from one school to another is disruptive of the educational process and interferes with optimum bargaining unit member performance, unrequested transfers of bargaining unit members shall be minimized and avoided whenever practicable. The Superintendent shall notify the affected bargaining unit member and the Association of the reasons for such transfer at least fifteen (15) days prior to said transfer.

D. In the event that transfers of bargaining unit members appear to be necessary, lists of available positions in other schools shall be handled in the same manner as provided in Section A of this Article.

- E. **Out of Unit Transfer.** Any bargaining unit member who is transferred to a supervisory, executive, or other position with the district outside the bargaining unit, including a teaching principal position, shall retain such rights as he/she may have had under this Agreement and the Tenure Act prior to such transfer and any such bargaining unit member shall not add to his seniority as a bargaining unit member while in such position.
- F. **Driver Education.** Notwithstanding anything herein to the contrary, driver education positions shall be filled as follows:
1. All of the driver education positions shall be considered vacant at the beginning of the school year and at the beginning of the summer vacation period and shall each year be posted as follows: Once for 5 days for all of the sessions during the school year and once for 5 days for all of the summer sessions. Summer session vacancies shall be posted as soon as practicable but not later than April 15.
 2. The appointment of a bargaining unit member to a driver education position for any session shall not entitle the bargaining unit member to the same or any other driver education position during any subsequent session. In other words, such appointments are not of a continuing nature and a bargaining unit member's failure to receive a subsequent appointment shall not constitute a reduction in rank or compensation.
 3. Bargaining unit members in the bargaining unit approved by the Michigan Department of Education to teach driver education shall be given the first opportunity to fill such positions as posted and shall be selected from the applicants in the following order:
 - (a) Bargaining unit members who have taught driver education for the Board shall be selected first based on the number of sessions taught.
 - (b) Bargaining unit members who have not taught driver education for the Board, but have taught driver education for other school districts shall be selected second based on the number of sessions taught.
 - (c) Bargaining unit members who have not previously taught driver education shall be selected last based on their years of service for the Board as defined in Article 8. B.1 and a masters degree in driver education shall entitle a bargaining unit member to an additional one (1) year of service for purposes of this Article 8. F. 3(c). No bargaining unit member shall be awarded more than one session during the school year or more than one session during the summer vacation period unless the number of positions exceeds the number of applicants from within the school district. If the number of positions exceeds the number of qualified applicants the Board may fill excess positions with persons outside the bargaining unit.

G. **Job Share**

Absent mutual agreement between the Superintendent and the Association President as to the conditions that will apply, there will be no job sharing assignments. The denial of a request for job sharing is not subject to review through the grievance procedure.

ARTICLE 9: Leaves of Absence

A. **General Provisions.**

Unpaid Leaves

1. **Eligibility for Leave.** Except for leaves of absence for ill health, child care and military, and leaves under the Family and Medical Leave Act (FMLA), for which all bargaining unit members are eligible, leaves of absence without pay and fringe benefits may be granted only to bargaining unit members who have been granted tenure in the district and have completed four (4) or more years of service in the district.
2. **Application for Leave.** Application for a leave of absence shall be submitted, in writing, to the Superintendent, who shall process said application in accordance with the direction of the Board and provisions set forth in this Agreement. Applications shall state expected date of return from leave and shall be filed at least one (1) month before the requested beginning date of said leave. Failure to provide such notification may result in the denial of the request. An extension of a leave shall be requested at least one (1) month before the termination of the original leave. The above requirements of advance notice may be waived in cases of emergency.
3. **Length of Leave.** The length of the original leave of absence may be for a semester, the remainder of a school year, or for a complete school year, unless otherwise stated in this Agreement. A leave of absence shall not end during a semester except by special permission of the Board.
4. **Status During Leave of Absence.**
 - a. All unpaid leaves of absences shall be without pay and fringe benefits, except where otherwise stated, and except unpaid FMLA leaves that require continuation of certain benefits.
 - b. Sick leave days shall remain as of the balance at the beginning of the leave.

5. **Return to Duty.** The employee shall return on the same level of the salary schedule as of the beginning of the leave of absence, unless stated otherwise in this Agreement, or unless otherwise required by the Uniform Services Employment and Re-employment Rights Act (USERRA) or any other applicable law or regulation. Return to duty at a time other than the time specified in the approved application for leave shall be at the sole discretion of the Board. Upon return from leave of absence, a bargaining unit member shall be assigned to the same position, or substantially equivalent position, provided that assignment is still in existence. Failure to return from leave on the expected date of return as set forth in the application or as extended shall constitute a resignation and in such case the Board shall not be required to re-employ the bargaining unit member.

B. Leaves of Absence Without Pay and Fringe Benefits Shall be Granted for the Following Purposes:

1. **Ill Health.** Requests for leaves of absence which extend beyond time compensated in Article 10, must be accompanied by a statement from the attending physician recommending that the employee be granted such leave. A request to return to regular duties with the Board must be accompanied by a statement from the attending physician that the bargaining unit member is able to resume his regular duties.
2. **Child Care Leave.**
 - (a) A child care leave without pay shall be granted for a period not to exceed one (1) year. The renewal of such leaves is at the discretion of the Board. In order to obtain a child care leave, the bargaining unit member shall make application for said leave as provided in Article 9. A. 2., except if the child care leave is for an adopted child, the application shall be filed at least one (1) month before the requested beginning date of said leave or as soon as notice shall be given to the adoptive bargaining unit member by the adoption agency. Experience credit shall be granted only for semesters or major portions of semesters taught.
 - (b) A bargaining unit member may make written application to the Superintendent for reinstatement prior to the approved expiration date of the leave granted by the Board. However, the Board reserves the right in its sole discretion to approve accelerated termination of the child care leave on the basis of each individual case.
3. **Military Leave.** The Board agrees to abide by the provisions of all applicable federal and state laws and their judicial interpretations regarding leaves of absence due to military service, including National Guard duty.
4. **Foreign Exchange or Overseas Teaching.** A leave of absence of up to two (2) years shall be granted to any bargaining unit member for the purpose of

participating in exchange teaching programs, military teaching programs, or the Peace Corps as a full time participant in such programs. Any period so served shall be treated as time taught for purposes of the salary schedule.

5. **Advance Study.** A leave of absence shall be granted to any bargaining unit member for the purpose of engaging in study to upgrade his certification or to meet accreditation requirements. Upon return from such a leave a bargaining unit member shall be credited with one year of experience and be placed at that position on the salary schedule as he/she would have been had he/she taught in the district during such period.
6. **Association Leadership.** Bargaining unit members who are officers of the County, State or National Association or are appointed to its staff shall be given leave of absence for the purpose of performing duties for the Association. Upon return from such a leave such bargaining unit members shall receive credit toward annual salary increment on the schedule appropriate to their rank.
7. **Political.** A leave of absence shall be granted to any bargaining unit member to campaign for or serve in, a public office. This leave shall be granted for not less than one (1) semester.
8. **Family Medical Leave Act.** The Board reserves the right to exercise those rights available to it under the Family Medical Leave Act and the rules established by the federal government for purposes of implementation of the Act's provisions. Such leaves will be with insurance benefits as required by law.
9. **Others.** A leave of absence for other reasons may be submitted in writing to the Superintendent, and may be granted if in his opinion such leave shall be of value to the district.

C. **Paid Leaves of Absence.**

Leaves of Absence With Pay Not Chargeable Against Sick Leave:

1. **Disability.** If a bargaining unit member is absent due to injury or illness which is compensable under the Michigan Worker's Compensation Act he/she may elect (1) to receive only the benefits due him/her under the Act, in which case the absence shall not be charged against his/her accumulated sick days, or (2) to receive in addition to the benefits under said Act, the difference between his/her salary and such benefits for a period equal to his/her accumulated sick days, in which case the absence shall be charged against his/her accumulated sick days on the basis of one day of sick leave for each day the bargaining unit member receives supplemental pay greater than 50% of per diem and one-half day of sick leave for each day the bargaining unit member receives supplemental pay of 50%

or less of per diem. This provision shall be applied so that a bargaining unit member shall not during the school year receive benefits and salary, including supplemental pay, totaling more than what the bargaining unit member would have received as salary alone for such school year.

2. **Jury Duty.** A leave of absence with pay shall be granted to a bargaining unit member obligated to render jury service for such period of time as shall be required for the performance of such service. A bargaining unit member called for such service will receive the difference between his/her regular daily salary and the jury duty pay received (excluding mileage).
3. **Witness.** A leave of absence with pay shall be granted to a bargaining unit member for the purpose of appearing in court as a witness pursuant to a subpoena. The bargaining unit member will receive the difference between his/her regular daily salary and the witness pay received (excluding mileage).

This provision shall not apply if the teacher is subpoenaed to testify by the Michigan Education Association (or one of its affiliates) or where the subpoena involves employment outside of the district.

4. **Visitations** Visitations at other schools, or for attending educational conferences or conventions with administrative approval, contingent upon the budget.
5. **Association Leave and Released Time.**
 - a. The President of the MCEA or his or her designee(s) shall be released from regular duties without loss of salary for the purpose of participating in area or regional meetings, workshops, or conferences of the Association for not more than an aggregate of eight (8) days per year, but no more than two (2) bargaining unit members may be released under this provision at any one time.
 - b. The duly elected President of the MCEA may use non-instructional time for Association business so long as it does not interfere with the performance of the President's teaching duties. The President shall not leave his school building for such purpose without first notifying his building principal.
 - c. An employee engaged during the school day in negotiating on 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.
6. **Death in Immediate Family.** Up to three (3) days will be allowed in the event of a death in a bargaining unit member's immediate family (spouse, children, parents,

step-parents, person in loco parentis, brothers, sisters, grandparents, and grandchildren of the bargaining unit member and spouse or member of the employees immediate household) for the purpose of attending the decedent's funeral. Funeral leave and pay shall not be charged against sick leave time, except a bargaining unit member may take up to an additional two (2) days consecutive to the three (3) day funeral leave, but such additional two days shall be charged against his/her accumulated sick leave.

A bargaining unit member shall also be allowed one (1) day each school year to attend the funeral of a person not in the immediate family but such day shall be charged against his/her accumulated sick leave.

ARTICLE 10: Sick Leave and Terminal Leave

- A. **Statement of Intent.** The bargaining unit member upon contract with the Board of Education shall sign an affidavit stating the sick leave plan he/she has chosen. A bargaining unit member will indicate his choice of the sick leave plan at the beginning of each contractual year.
- B. **Leaves of Absence With Pay Charged Against Sick Leave Time Shall be Granted For:**
1. **Personal illness or disability.** The bargaining unit member may use all or any portion of his leave to recover from his/her own illness or disability.
 2. Absence due to illness or disabling accident in immediate family (spouse, children, brother, sister and parents of the bargaining unit member and spouse) not to exceed twelve (12) days in any one school year.
 3. **Emergency Leave.**
 - a. Attendance at a ceremony where a degree is awarded to a bargaining unit member, for such portion of the day as is necessary.
 - b. One day, except when travel requires additional time, for attendance at a school graduation of a son, daughter, husband, or wife.
 - c. Other emergencies must be approved by the bargaining unit member's principal.
- C. **Change of Plans** A bargaining unit member may change from one plan to the other only at the beginning of each contractual year. If a bargaining unit member changes from Plan A to Plan B any unused accumulated sick leave days shall not be forfeited.

D. Sick Leave Plans.

1. Plan A - Twelve Day Plan.

- a. All regularly employed certified bargaining unit members shall be allowed sick leave days during the school year without loss of pay. Each eligible full time bargaining unit member shall be credited with twelve (12) sick days at the beginning of each school year subject to adjustment at the end of each school year if the bargaining unit member does not work the entire year, three of which may be used for personal business during each school year.
- b. Personal days may be used in situations of urgency for the purpose of conducting personal business which is impossible to transact on weekends, after school hours, or during vacation periods. Requests for such days must be made at least seven (7) calendar days in advance. No days will be approved the workday before or following holiday or vacation periods. Use of personal days on professional development days shall be subject to approval of the superintendent or designee.
- c. Eligible permanent part-time bargaining unit members shall receive pro rata credit. A bargaining unit member who works only a portion of a school year shall be credited with one (1) sick day for each calendar month or portion thereof worked during such year; provided, however, if a bargaining unit member commences his employment on or after the 21st day of any month or terminates his employment on or before the 10th day of any month no sick leave credit shall be earned for such month.
- d. Each bargaining unit member shall be entitled to accumulate not more than one-hundred (100) paid sick days; provided, however, at the end of each year an employee shall receive forty (\$40.00) dollars for each day the employee has accumulated in excess of one hundred (100) days. For example, an employee with one hundred (100) accumulated sick days at the beginning of the year who is then credited with twelve (12) additional days and uses only two (2) days during the year, shall receive four hundred (\$400.00) dollars for ten (10) days at the end of that year. (Employees with more than one hundred (100) accumulated sick days as of June 30, 2008 shall retain such days and shall, at the end of each year thereafter, receive forty (\$40.00) dollars for each day in excess of the number of days accumulated as of that date. For example, an employee with two hundred (200) accumulated sick days as of June 30, 2008, who is then credited with twelve (12) additional days and uses forty-two (42) days during the 2008-2009 school year shall not receive any payment at the end of such year, but such employees' cap on accumulated sick days for purposes of this

provision, shall be one hundred and seventy (170) days (200 + 12 – 42 = 170) for the 2009 – 2010 school year.)

- e. In appreciation for services to the school district, the Board shall pay one - half of the unused accumulation of sick leave days at the going rate of a day-to-day substitute bargaining unit member's pay upon resignation and/or retirement provided the bargaining unit member shall have been employed in the school district for ten (10) years; provided, however, that one-half of all unused sick days accumulated prior to September 1, 1988 shall be paid at the rate of \$40.00.
- f. In case of death, any unused accumulated sick leave days shall be paid to the bargaining unit member's beneficiary at the going rate of a day-to-day substitute bargaining unit member's pay.

Plan B - Five Day Plan.

- a. All full time bargaining unit members absent from duty for any cause while in the employ of the Board shall be allowed full pay for a total of five days for any given year. Permanent part-time bargaining unit members shall receive pro rata pay. At the end of any given year the bargaining unit member shall receive the day to day substitute's pay for all unused days. If extended time is necessary in case of illness the bargaining unit member will receive the difference between contractual salary and day to day substitute's pay, until a term substitute or full time replacement is hired. These days are not cumulative.
- b. In appreciation for services to the school district, a terminal leave payment of \$10.00 per year of service in the District will be paid upon resignation and/or retirement provided the bargaining unit member shall have been employed in the school district for 10 years. In case of death this terminal leave payment will be paid to the bargaining unit member's beneficiary.

E. Record of Sick Leave Days. The Board shall furnish each bargaining unit member with a written statement at the end of each school year setting forth the total sick leave credit.

F. Medical Report and Examination. After three (3) consecutive days of absence, or in the case of suspected sick leave abuse, the Board may require a bargaining unit member to submit a statement from the attending physician to verify an illness or injury for which sick leave, paid or unpaid, is used. The Board may also at any time require a bargaining unit member to submit to a medical examination by a physician selected by the Board, provided that the cost of any such examination shall be paid by the Board.

G. Sick Bank. Donating sick days may be done on a case-by-case basis.

ARTICLE 11: Professional Compensation

A. **Compensation.**

1. The salaries of bargaining unit members covered by this Agreement, including compensation for extra assignments, are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
2. At the discretion of the Board, any bargaining unit member who is requested and agrees to work beyond the normal number of contract days may be paid their per diem rate or given release time as compensation with five (5) days notice, if it does not cause undue hardships for students and/or staff.

B. **Salary Schedule.**

1. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined, nine and one-half months. See salary schedule attached as Appendix A..
2. **Extra Hour Pay:** Any junior or senior high school bargaining unit member who voluntarily accepts an additional period a day in lieu of an assigned preparation period, will be paid an appropriate prorated increase in salary based upon the teachers lane and step.
3. A teacher who voluntarily agrees to substitute during an assigned preparation period, will be paid at the rate of eighteen dollars (\$18.00) per clock hour prorated for the actual time involved.

C. The Board agrees to meet with the Association to negotiate the compensation for any new extra compensation position created during the term of this Agreement.

D. **Use of Personal Vehicle.** Any bargaining unit member who is required to use his personal automobile to travel between two (2) or more schools on a regular basis or for other approved school business shall be reimbursed at the so-called "standard mileage rate" established from time-to-time by the Internal Revenue Service, upon submission of documentation as required by the Board.

E. **Entry Credit.** Newly employed bargaining unit members may be given credit on the salary schedule for teaching experience outside the school district for up to step seven (7). Teaching experience shall be limited to full-time teaching experience at an accredited public or private K-12 school within ten (10) years of the date of hire.

F. The time required of bargaining unit members under law with mentors, in professional development and in individualized development plans, will not require additional compensation.

ARTICLE 12: Professional Grievance Procedures

- A. **Definition.** A claim by a bargaining unit member, group of bargaining unit members or the Association that there is or has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance hereinafter provided.

- B. **Purpose.** The primary purpose or intent of this procedure is aimed at resolving minor grievances before they become major problems. It is designed primarily to settle the claim of the aggrieved party or parties at the lowest level possible.

- C. **Procedure.**
 - 1. **Informal.** In the event that an aggrieved party believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his building principal, either personally, or accompanied by his Association Representative (1) within seven (7) days after the bargaining unit member discovers or should have discovered the occurrence, whichever occurs first or (2) within seven (7) days after the occurrence. A determination shall be rendered by the principal to the aggrieved or Association Representative within three (3) days after the grievance has been presented to the principal. If the grievance is not satisfactorily resolved at this stage, the aggrieved may proceed to the formal steps of the grievance procedure.

 - 2. **Formal.**
 - a. **Step 1.**
 - (1) File a written grievance with the building principal (or Superintendent or his representative if more than one building is involved) on the form attached hereto as Appendix C specifying the provision of the Agreement which has been violated (1) within fourteen (14) days after the grievant discovers or should have discovered the occurrence, whichever occurs first or (2) within fourteen (14) days after the occurrence.

 - (2) Within five (5) days after receipt of the written grievance, the principal (or Superintendent or his representative) shall meet with the grievant and Association Representative in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) days of such meeting. If the grievance goes directly to the Superintendent he/she shall indicate his disposition of the grievance in writing within ten (10) days of such meeting.

b. **Step 2.**

- (1) If the Step 1 disposition is made by the principal and no agreement is reached, the grievance shall be submitted to the Superintendent or his representative within five (5) days after the principal makes his disposition.
- (2) Within five (5) days the Superintendent or his representative shall meet with the Association on the grievance and shall indicate his disposition in writing within five (5) days of such meeting.

c. **Step 3.**

- (1) If the grievance is denied by the Superintendent or his representative in Step 1 or Step 2 and no agreement is reached, the grievance shall be transmitted to the Secretary of the Board by the Association within five (5) days after the disposition by the Superintendent or his representative.
- (2) The right to a Board level hearing is restricted to those issues which are subject to closed session review under the Michigan Open Meetings Act and then, only where the grievant requests a closed session.
- (3) The Board, no later than at its next regular meeting or ten (10) days, whichever shall be later, may hold a meeting on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter.

d. **Step 4.**

- (1) If a satisfactory decision has not been rendered, the Association may submit the grievance to binding arbitration within twenty (20) business days of the disposition at Step 2 or Step 3, whichever is appropriate.
- (2) If the parties cannot agree as to the arbitrator within ten (10) days of the decision to submit to arbitration, the arbitrator shall be selected by the American Arbitration Association in accordance with its voluntary labor arbitration rules.
- (3) The fees and expenses of the arbitrator shall be shared equally by the Board and Association.

- (4) The arbitrator shall not have the authority to interpret state or federal statute. The arbitrator shall not have the power to alter, add to, or to 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.

D. Miscellaneous.

1. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed as an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. By mutual written agreement time limits within the procedure may be extended.
2. At any step the failure of any administrator to communicate his decision within the specified time limit and in specified manner, shall permit the aggrieved person to proceed to the next step.
3. A grievance may be withdrawn at any level by mutual consent without establishing precedent.
4. The term "days" shall refer to school business days unless specified otherwise.
5. Copies of all written decisions of grievances shall be sent to parties involved.
6. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.
7. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with the assigned duties, provided, however, in event it is agreed by the Board to hold proceedings during regular working hours, bargaining unit members participating at any level of the grievance procedure, with any representatives of the Board, shall be released from assigned duties without loss of salary.
8. The termination of services or failure to re-employ any probationary bargaining unit member shall not be subject to the grievance procedure.
9. In the event a grievance is filed on or before June 1, the grievance may be resolved before the close of the school term or as soon as possible thereafter.
10. Demotion or discharge of a tenure bargaining unit member shall not be subject to the grievance procedure. Such bargaining unit members will have recourse through the Michigan Teacher Tenure Act.

11. In the event a grievance is based on a complaint which the principal has not created, then the grievance may proceed immediately to Step 2.

ARTICLE 13: Bargaining Unit Member Evaluation

Any bargaining unit member evaluation method or procedure adopted by the Board shall contain the following provisions:

A. Introduction

1. All monitoring or observation of the work performance of a bargaining unit member shall be conducted openly and with full knowledge of the bargaining unit member.
2. All evaluations shall be reduced to writing and a copy shall be given to the bargaining unit member.
3. If a bargaining unit member disagrees with the evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation.
4. An evaluation shall not be subject to the professional grievance procedure, but this shall not prohibit a bargaining unit member from filing a grievance as provided in Article 12 and subject to the limitations contained therein if a bargaining unit member is disciplined as a result of the evaluation.

B. Evaluation Frequency:

1. Probationary Teachers. Classroom probationary teachers shall be evaluated at least once each probationary year based on, but not limited to, at least two (2) classroom observations held at least sixty (60) days apart unless a shorter interval between the two observations is mutually agreed upon by the teacher and the administration. Probationary teacher evaluations shall be completed at least sixty (60) days before the end of the teacher's probationary year.
2. Tenured Teachers. Classroom tenured teachers shall be evaluated at least once every three (3) years based on, but not limited to, at least two (2) classroom observations during the period covered by the evaluation. A tenured teacher's evaluation covering a school year shall be completed on or before the end of that school year.

C. Individualized Development Plans:

1. Probationary Teachers. Upon completion of the first probationary year a probationary teacher shall be provided an Individualized Development Plan (IDP) for each probationary year thereafter. The IDP shall be developed by appropriate administrative personnel in consultation with the individual teacher.
2. Tenured Teacher. A tenured teacher who has received a less than satisfactory performance evaluation shall be provided with an IDP developed by appropriate administrative personnel in consultation with the individual teacher.

ARTICLE 14: Reduction of Personnel

A. In the event of a reduction in the number of bargaining unit members because of financial or other reasons as determined by the Board, the following procedure will be followed:

1. **Procedure.** Layoffs shall be made by grade, subject area, field or program. The bargaining unit members in the grades, subject areas, fields or programs where the reductions are made shall be laid off in reverse order of seniority, i.e., probationary bargaining unit members first and then tenure bargaining unit members in such grade, subject area, field or program with the least seniority subject to the following:
 - a. In order to be assigned at the secondary level (7-12), a bargaining unit member must meet the standards established by the North Central Accreditation Association and must be “highly qualified” as that term is defined in NCLB. Those bargaining unit members who do meet the standards and are highly qualified, will be assigned first. Those bargaining unit members who are certified, but do not meet the North Central standards or are not highly qualified, will be assigned second and must meet the standards and become highly qualified within twelve (12) months of receiving the assignment notice.
 - b. Bargaining unit members shall have sole responsibility for providing the Central Office in writing, with the areas in which he/she is qualified.
 - c. The order of reduction of bargaining unit members who are not teacher certified, shall be determined by the Board.
 - d. Before official action on a reduction of bargaining unit members is taken by the Board, it shall give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss this action.

- e. All bargaining unit members to be laid off shall be given at least thirty (30) calendar days advance written notice.
2. **Bumping Rights.** Any bargaining unit member given notice of layoff as provided in paragraph 1 above, may, by written notice to the Board within five (5) calendar days after the bargaining unit member is notified of the layoff, elect to replace the bargaining unit member with the least seniority, provided the laid off bargaining unit member is certified and qualified, has more seniority than the bargaining unit member he/she elects to replace.
3. **Recall.** Recall shall be in inverse order of layoff provided the bargaining unit member to be recalled is certified and qualified to teach the available position.
 - a. Notice of recall shall be in writing by certified mail, addressed to the bargaining unit member's last known address. Teachers shall be responsible for notifying the Board of any change of address.
 - b. If a bargaining unit member does not contact the Board and accept the recall within ten (10) calendar days after the recall notice is received or if a bargaining unit member is laid off for a period of three (3) years, the bargaining unit member shall lose his/her right to recall.
4. **Seniority.** Seniority shall be defined as the length of continuous service to the District within the bargaining unit from the bargaining unit member's last date of hire. Date of hire shall be defined as the first day worked.

Seniority will continue to accumulate while on paid and unpaid leaves and during periods of layoff.

Where there are ties in seniority, the tie will be broken by using the last three digits of the social security numbers with the highest number being placed first.

After September 1, 2008, part-time teaching positions shall accrue seniority at the following rate: (a) half-time and less receive one-half (1/2) year seniority; and (b) more than half time shall receive one (1) full year seniority per year worked.

- B. **Certification.** A bargaining unit member is fully certified if he/she has earned a provisional, permanent or continuing teaching certificate in a given subject area or level, including special education.
- C. Any layoff pursuant to this Article shall automatically terminate the individual employment contracts of the laid off bargaining unit members; provided, however, the insurance coverage set forth in Appendix A will be continued for thirty (30) calendar days after layoff.

ARTICLE 15: Protection of Bargaining Unit Members

- A. **Administrative Support.** Since the bargaining unit member's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the bargaining unit member, the Board recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom.
- B. **Student Discipline.** The bargaining unit member, however, bears the primary responsibility for maintaining proper control and discipline in the classroom. The Board further recognizes that the bargaining unit member may not fairly be expected to assume the role of warden or custodian for emotionally impaired students or be charged with responsibility for psycho-therapy. 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 relieve the bargaining unit member of responsibilities with respect to such pupil; provided such measures are not inconsistent with the IEPC recommendations for such student. However, a bargaining unit member may not refuse to teach an emotionally impaired (officially certified) student and may not refuse to teach any child or children because of religion, race, color, national origin, sex or handicap.
- C. **Assault.** Any case of assault upon a bargaining unit member by a student shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities.
- To the extent permitted by law, a teacher assaulted by a student shall upon request be advised of any disciplinary action taken against the student.
- D. **Complaint Procedure.** If any bargaining unit member is complained against or sued by reason of disciplinary action taken by the bargaining unit member against a student, the Board will offer the services of its attorney to provide initial legal advice to the bargaining unit member. Such advice shall not include representation or defense in any civil or criminal proceeding brought by or against the bargaining unit member.
- E. Any complaints by a parent, student, or other person directed toward a bargaining unit member shall be promptly called to the bargaining unit member's attention.
- F. Time lost by a bargaining unit member in connection with any incident mentioned in this Article, sections C or D, not compensable under Worker's Compensation, shall not be charged against the bargaining unit member unless he/she is adjudged guilty by a court of competent jurisdiction.

ARTICLE 16: Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage or assist in any strike, as said term is defined by the Public Employment Relations Act, and any right to strike during the term hereof which the bargaining unit members may hereafter acquire as provided by law is expressly waived.
- B. The Board also agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE 17: Negotiation Procedures

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties.
- B. At least ninety (90) calendar days prior to the expiration of this Agreement, the parties will begin negotiations of a new agreement covering wages, hours, and conditions of employment of bargaining unit members employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. No final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of MERC or take any other lawful measures it may deem appropriate.

ARTICLE 18: Professional Behavior

- A. Bargaining unit members are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a bargaining unit

member may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

- B. **Progressive Discipline.** The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, inappropriate appearance and dress, willful deficiencies in professional performance, or other violations of discipline by a bargaining unit member 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 promptly notify the bargaining unit member and Association in writing of alleged breaches of discipline indicating expected correction and a reasonable period for correction. However, nothing herein shall preclude the Board from imposing immediate discipline or suspension in appropriate situations.
- C. **Right to Representation.** A bargaining unit member shall at all times be entitled to have present a representative of the Association when he/she is being disciplined for any infraction of Board rules or deficiency in professional performance. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present, provided that action may be taken if the Association representative does not become available within a reasonable period of time.
- D. **Just Cause.** No bargaining unit member shall be disciplined without just cause. Any discipline shall be subject to the professional grievance procedure as provided in Article 12.

ARTICLE 19: Administration of Agreement

Representatives of the Board and Association will meet monthly for the purpose of reviewing the administration of this Agreement and to discuss problems that may arise.

The time and place of meetings will be by mutual agreement and will be scheduled at times when bargaining unit members involved are free from assigned instructional responsibilities unless otherwise mutually agreed. If this is not possible release time will be granted to bargaining unit members to attend these meetings.

These meetings are not intended to bypass the grievance procedure.

ARTICLE 20: Academic Freedom

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individuality. It is recognized that these democratic values can best be transmitted in an atmosphere which is

free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for bargaining unit member and student is encouraged, except that:

1. The bargaining unit member must be acting within his certified area in accordance with accepted and/or adopted curriculum and courses of study;
2. The bargaining unit member must submit an outline and/or a request to his building principal or immediate supervisor prior to using materials or resource speaker in any "controversial" areas. The bargaining unit member must have approval from the building principal or immediate supervisor prior to the implementation of such instructional materials or speaker;
3. The bargaining unit member must exercise responsibility and prudence, and must realize that teaching in an elementary or secondary school places special responsibility upon the bargaining unit member to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
4. If a controversial issue is presented it shall be the responsibility of the bargaining unit member to have both sides presented.

ARTICLE 21:

Annexation, Consolidation, or Other Reorganization of the District

During the life of this Agreement, if annexation, consolidation, or reorganization with one or more districts in whole or in part is to take place, the Board agrees to notify the Association in advance so that the Association may negotiate the effect of such change upon its members prior to such annexation, consolidation, or reorganization taking place.

ARTICLE 22: Miscellaneous Provisions

- A. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual bargaining unit contracts heretofore in effect. All future individual bargaining unit member contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Nothing in this Agreement may be construed as preventing representatives of this Association from attending Board of Education meetings or from presenting any study to the Board.

- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all bargaining unit members now employed or hereafter employed by the Board as soon as practicable.
- E. 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.
- F. The term "days" as used throughout this Agreement shall refer to school business days unless specified otherwise.

ARTICLE 23: Duration of Agreement

The Agreement shall be effective August 22, 2008 and shall remain in effect until August 31, 2010. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

JACKSON COUNTY EDUCATION ASSOC.

MICHIGAN CENTER SCHOOLS

By: _____
Marcy Hartung, Uniserv Rep.
Michigan Education Assoc.

By: _____
Gerald Holda, President
Board of Education

Date: _____

Date: _____

By: _____
Corey Shelton, Co-President
Michigan Center Education Assoc.

By: _____
Michael Edwards, Secretary
Board of Education

Date: _____

Date: _____

APPENDIX A

**MICHIGAN CENTER PUBLIC SCHOOLS
PROFESSIONAL COMPENSATION**

**Salary Schedules 2008 – 2009
Increase by 2.25%**

Step	BA Degree	BA + 30	60 Hours w/Masters
0	36,171	39,786	42,135
1	38,157	41,963	44,486
2	40,147	44,130	46,841
3	42,134	46,299	49,185
4	44,128	48,467	51,541
5	46,116	50,642	53,892
6	48,107	52,807	56,241
7	50,093	54,977	58,593
8	52,083	57,152	60,942
9	54,075	59,319	63,293
10	56,064	61,492	65,649
11	58,054	63,660	68,000
12	60,042	65,836	70,352

**Salary Schedules – 2009 – 2010
Increase by 2.25%**

Step	BA Degree	BA + 30	60 Hours w/Masters
0	36,985	40,681	43,083
1	39,016	42,907	45,487
2	41,050	45,123	47,895
3	43,082	47,341	50,292
4	45,121	49,558	52,701
5	47,154	51,781	55,105
6	49,189	53,995	57,506
7	51,220	56,214	59,911
8	53,255	58,438	62,313
9	55,292	60,654	64,717
10	57,325	62,876	67,126
11	59,360	65,092	69,530
12	61,393	67,317	71,935

Only graduate hours taken after the teacher receives his/her provisional certificate will be counted.

Credits and degrees must be in an approved education program at a university with an approved education program.

1. Seminar classes, student teaching and CEU's will not count toward salary schedule advancement.
2. Video, correspondence or similar course work (i.e. workshops) must be pre-approved by the Superintendent

Lane advancement on the salary schedule will be implemented only at the start of the year.

Teachers hired or rehired after June 30, 2000, must have a sixty (60) total semester hours inclusive of a Masters Degree to move to that lane. All current employees (2006-07) at the BA+60 shall be grandpersoned into the "60 Hours w/Masters Lane."

B. Extra Compensation. All percentage payments shall be based upon the following schedule: NOTE – Non-Unit Members schedule 2% less than bargaining unit members from 10-17% and 1% Less from 0-9%.

2008 – 2009
Increase by **2.25%**

Exp. Level	Unit Members	Non-Unit Members
1	31,089	28,294
2	32,360	29,566
3	33,630	30,835
4	34,901	32,105
5	36,171	33,375

2009 – 2010
Increase by **2.25%**

Exp. Level	Unit Members	Non-Unit Members
1	31,789	28,931
2	33,088	30,231
3	34,387	31,529
4	35,686	32,827
5	36,985	34,126

Subject to the exception set forth below, the placement of an individual on the above salary schedule in an extra duty assignment as set forth herein, shall be based upon the number of years of experience in Michigan Center within the activity (i.e. sport). Transfers from one coaching position to another in the same sport (i.e. junior varsity to varsity football, etc.) shall not be cause to reduce the experience level for the bargaining unit member in that activity. Changes from one sport to another (i.e. basketball to football, etc.) will constitute a change in experience level.

NOTE: Non-bargaining unit members schedule: Two percent (2%) less than bargaining unit members from ten percent (10%) to seventeen percent (17%) and one percent (1%) less from zero percent (0%) to nine percent (9%):

Baseball	Head Coach	11%	Volleyball	Head Coach	16%
	JV Coach	8%		Asst or JV Coach	10%
Basketball	Head Coach	17%		8 th Grade	6%
	JV Coach	11%		7 th Grade	6%
	8 th Grade	6%		If both 7 th & 8 th	10%
	7 th Grade	6%	Wrestling	Head Coach	17%
	If both 7 th & 8 th	10%		JV Coach	11%
Bowling		3%		Jr. High	6%
Cheerleading	Competitive (Includes Winter Sideline)	16%	Academic Games	Coord & Staff Advisors Limit 1 per Dept.	1%
	Fall Sideline	5%		Band Director	18%
	JV Coach	10%		Band Director	Jr. High School 12%
	Jr. High 7-8	10%		Choral Director	3%
Cross Country	Boys Head Coach	6%		Class Advisor Chair	1%
	Girls Head Coach	6%		Club Sponsors	Approved by Principal 1%
	If both Boys & Girls	9%		Dept Heads – HS	Sci, Mth, SocStud, Lang Arts, Enrichment 4%
	Jr. High	5%		Dept Heads – Elem	Sci, Mth, SocStud, Lang Arts, Enrichment 4%
Football	Head Coach	15%	Elem-Extracurricular	Math Counts, Plays, Olympics of the Mind	1%
	Asst. Varsity (2)	10%		Elementary Music	3%
	JV Coach (2)	11%		Newspaper Club	24-26 wks/2hrs/wk 2%
	8 th Grade (2)	6%		Club Spanish	12-14 wks/2hrs/wk 1%
	7 th Grade (2)	6%			
	If both 7 th & 8 th	10%			
Golf	Boys Head Coach	5%		Homecoming Chair	1%
	Girls Head Coach	5%		Leadership Forum	1%
Softball	Head Coach	11%		Library District Specialist	10%
	Asst or JV Coach	8%		Mentor Teacher	2%
Track	Boys Head Coach	11%		National Honor Society	1%
	Girls Head Coach	11%		Quiz Bowl Advisor	6%
	Boys/Girls Asst (1)	8%		Peer Listeners Adv.	1%
	Jr. High Boys Coach	6%		Play Director	(Per Play) 6%
	Jr. High Girls Coach	6%		Assistant Play Director	(Per Play) 1.5%
	Jr. High Boys/Girls Asst (1)	6%		Prom Chairperson	2%
SADD Advisor		1%		Social Science Fair	1%
Student Council		1%		Yearbook Advisor	In class 4% Out of class-> 7%
				Junior High Year Book	4%

Drivers Education Compensation: The hourly rates of pay for teaching Driver Education shall be as follows:

2008 - 2010 \$21.00

Tutoring: Summer school and after school tutoring will be paid at the rate of \$31.25/hour for assigned student instructional time (\$25.00/hour for non-bargaining unit personnel).

C. Insurance

PLAN A For Employees Needing Health Insurance

HEALTH

MESSA Choices II

\$10 / \$20 Drug Card

Stop Loss for \$10/20 Drug Card

Employee will pay first \$300 / \$600 co-payment stop loss each plan year (January-December) and the District will pay the next \$700-\$1,400 of co-payment stop-loss each plan year (January-December). MESSA Stop-Loss coverage begins at \$1,000 / \$2,000.

The District will not pay cost difference between brand name and generic if brand name is not medically necessary.

Long Term Disability

66-2/3%
90 Calendar Days-Modified Fill
\$3,500 Maximum
Freeze on Offsets
Alcoholism/Drug Addiction 2 Year
Mental/Nervous Same as Other
Illness

Delta Dental

E 007 (80/80/80) E007 (80/80/80/80: 1,500)

Negotiated Life

\$20,000 AD&D

Vision

VSP-2 Silver

PLAN B For Employees Not Needing Health Insurance

Delta Dental

Auto + 008 (100: 90/90/90: \$1,500)

Vision

VSP-3 Gold

Negotiated Life

\$30,000 AD&D

Long Term Disability

66-2/3%

Same as Above

Bargaining unit members not electing Plan A shall receive Fifty Dollars (\$50.00) per month.

NOTE: When six (6) or more teachers elect Plan B, it shall be increased to two hundred dollars (\$200.00). When ten (10) or more teachers elect Plan B, it shall be increased to three hundred dollars (\$300).

1. Only one full coverage per family.
2. Will not cover employee's children after they reach the end of the calendar year in which they exceed age limits for coverage.
3. If an employee is eligible for coverage under another health plan, the employee may elect to be covered under the Board plan or under the other plan, but double coverage shall not be permitted.
4. The following shall apply to existing part-time assignments, so long as filled by teacher(s) assigned in 2004-2005.

The Board shall pay the full cost of the foregoing fringe benefits of a bargaining unit member who teaches 3 or more classes. The cost of the foregoing fringe benefits of a bargaining unit member who teaches less than 3 classes shall be pro-rated based on the number of classes taught.

5. The following shall apply to all other part-time assignments. The cost of the foregoing fringe benefits of a bargaining unit member who teaches part-time shall be pro-rated based on the number of classes taught.

APPENDIX B

MICHIGAN CENTER SCHOOLS

2008 – 2009 SCHOOL CALENDAR

M	T	W	TH	F	Pupil Days	Staff Days		M	T	W	TH	F	Pupil Days	Staff Days		
AUGUST 2008								JANUARY 2009								
25	26 *	27 *	28	29 h	0	2		26	27	28	29	30	5	5		
								29	30	31			3	3		
SEPTEMBER 2008								FEBRUARY 2009								
1 h	2	3	4	5	4	4		2	3	4	5	6	5	5		
8	9	10	11	12	5	5		9	10	11	12	13	5	5		
15	16	17	18	19	5	5		16 h	17	18	19	20	4	4		
22	23	24	25	26	5	5		23	24	25	26	27	5	5		
29	30				2	2										
OCTOBER 2008								MARCH 2009								
		1	2	3	3	3		2	3	4	5	6	5	5		
6	7	8	9	10	5	5		9	10	11	12	13	5	5		
13	14	15 p/t	16 p/t	17 h	4	4		16	17	18	19	20	5	5		
20	21	22	23	24	5	5		23	24	25	26 p/t	27	5	5		
27	28	29	30	31 *	4	5		30 h	31 h				0	0		
NOVEMBER 2008								APRIL 2009								
3	4	5	6	7	5	5				1 h	2 h	3 h	0	0		
10	11	12	13	14	5	5		6	7	8	9	10 *	4	5		
17	18	19	20	21	5	5		13	14	15	16	17	5	5		
24	25	26	27 h	28 h	3	3		20	21	22	23	24	5	5		
								27	28	29	30		4	4		
DECEMBER 2008								MAY 2009								
1	2	3	4	5	5	5					1	1	1	1		
8	9	10	11	12	5	5		4	5	6	7	8	5	5		
15	16	17	18	19	5	5		11	12	13	14	15	5	5		
22 h	23 h	24 h	25 h	26 h	0	0		18	19	20	21	22	5	5		
29 h	30 h	31 h			0	0		25 h	26	27	28	29	4	4		
JANUARY 2009								JUNE 2009								
			1 h	2 h	0	0		1	2	3	4	5	5	5		
5	6	7	8	9	5	5		8 m	9 m	10 m	11 m	12 m	0	0		
12	13	14	15	16	5	5										
19 *	20	21	22	23	4	5										
Total Days for 1st Half of Year					89	93		Total Days for 2nd Half of Year					87	88		
								Total Days for the Year					176	181		

STUDENT FIRST DAY – SEPTEMBER 2nd **Marking Periods End: 10/31, 1/23, 3/27, 6/5**

- h** = Holidays for Staff and Students
***** = Staff Only: 8/26, 8/27, 10/31, 1/19, 4/10
P/T = Parent/Teacher Conferences

APPENDIX C

**MICHIGAN CENTER EDUCATION ASSOCIATION
FORMAL GRIEVANCE REPORT FORM**

Grievance # _____ Michigan Center Public Schools

Distribution of Form

Time Limits: Refer to MCEA Master Agreement

1. Superintendent
2. Building Principal
3. MCEA
4. Secretary

Submit in Duplicate

Name of Grievant: _____

Position: _____

Building: _____

Date Filed: _____

STEP 1

Reference Master Agreement Article 12.C. The grievant must have complied with the conditions of the informal grievance procedure before proceeding to Step 1 of the written grievance procedure.

Date Cause Occurred _____ Provision Violated _____
(Contract Article and Paragraph)

1. Statement of Grievance: _____

2. Relief Sought: _____

(Attach dated and signed statement if more space required for 1. and 2. above.)

Signature of Grievant / Date

3. Disposition by Building Principal: _____

Signature of Grievant / Date

4. Position of Grievant: _____

Signature of Grievant / Date

STEP 2

1. Date Received by Superintendent or Designee: _____

Disposition of Superintendent or Designee: _____

_____/_____
Signature of Superintendent / Date

2. Position of Grievant/Association: _____

_____/_____
Signature: / Date

STEP 3

1. Date Received by Board of Education or Designee: _____

Disposition of Board or Designee: _____

_____/_____
Signature: / Date

2. Position of Grievant/Association: _____

_____/_____
Signature: / Date

STEP 4

1. Date Submitted to Arbitration: _____

2. Disposition and Award of Arbitration: _____

_____/_____
Signature / Date

LETTER OF AGREEMENT
EVALUATION SYSTEM

The parties agree that during the 2008 – 2009 school year the attached Professional Growth system will be implemented in all buildings.

1. To facilitate such implementations all teachers scheduled for evaluation during 2008 – 2009 and probationary teacher mentors, shall receive appropriate in-service on the System during professional development sessions.

2. During 2008 – 2009 a committee consisting of teachers appointed by the Association and Administrator appointed by the Superintendent shall monitor the implementation of the System and troubleshoot any problems that may not have been anticipated. The committee prior to the 2009 – 2010 school year, will make corrections and adjustments.

Michigan Center School District

August 11, 2008

By: _____
Superintendent

**Michigan Center Education Association,
JCEA / MEA / NEA**

August 11, 2008

By: _____

LETTER OF AGREEMENT

403 (b) Plan Costs

The parties agree that during the term of the 2008 – 2010 Master Agreement each teacher participating in a 403(b) Plan through payroll deduction shall pay the monthly common remitter service fee, currently one (\$1.00) dollar per month, and the Board shall pay all other 403(b) Plan fees, including set-up and compliance fees.

Michigan Center School District

Dated: September ____, 2008

By: _____

Superintendent

**Michigan Center Education Association,
JCEA / MEA / NEA**

Dated: September ____, 2008

By: _____

LETTER OF AGREEMENT
Between
MICHIGAN CENTER SCHOOLS
And
MICHIGAN CENTER EA

The parties hereby agree to the following:

Should the head varsity football coaching position change during the length of the current 2008 – 2010 contract the schedule B percentage will revert back to 17%.

For the District

For the Association

David Tebo, Superintendent
Michigan Center Schools

Corey Shelton, President
Michigan Center EA

Date: _____

Date: _____

Marcy Hartung
MEA UniServ Director

Date

LETTER OF AGREEMENT
Between
MICHIGAN CENTER SCHOOLS
And
MICHIGAN CENTER EA

The parties hereby agree to the following:

Michigan Center Schools will divide the Schedule B assistant coach percentage that totals 20% equally between three assistant coaches. Each coach will be given a contract from the school and be paid equally for their comparable roles in the football program. This letter is for the 2008 football season and will not apply to any further football seasons.

For the District

For the Association

David Tebo, Superintendent
Michigan Center Schools

Corey Shelton, President
Michigan Center EA

Date: _____

Date: _____

Marcy Hartung
MEA UniServ Director

Date

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