

AGREEMENT

BETWEEN

THE

JOHANNESBURG-LEWISTON AREA SCHOOLS

AND

**JOHANNESBURG-LEWISTON EDUCATION
ASSOCIATION**

AN AFFILIATE OF

NORTHERN MICHIGAN EDUCATION ASSOCIATION

2010-2012

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This Agreement entered into this 1st day of July, 2010, by and between the Board of Education of the Johannesburg-Lewiston Area School District, Johannesburg, Michigan; hereinafter called the "Board"; and the Northern Michigan Education Association, MEA/NEA, hereinafter called the "Association."

WITNESSETH:

WHEREAS the Board and the Association recognize and declare a quality education for the children of the Johannesburg-Lewiston Area Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and WHEREAS the Board has a statutory obligation, pursuant to 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, 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 I
Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all full-time and part-time certificated teachers and counselors whether under contract, or on leave; excluding: Superintendent, Principals, Supervisory and Executive Personnel, substitute teachers, and all non-professional employees. The term "teacher," when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

D. This Agreement shall supersede any rules, regulations, or practices and policies 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 teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

E. All individual teacher contracts shall be made expressly subject to the terms and conditions of this Agreement.

ARTICLE II Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher as defined in Article I employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law 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 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, or a mediator from such public agency or an arbitrator appointed pursuant to the provisions of this Agreement from the American Arbitrators Association.

C. The Association and its members may use school building facilities at all reasonable hours for meetings except when school classes are in session, with permission from the administration. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. A bulletin board shall be made available to the Association in each school.

D. The Board agrees to furnish to the Association in response to written requests from time to time all available information concerning the financial resources of the District, allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint.

E. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

F. Teachers shall at all times have access to his/her personnel file which

shall be maintained in the Superintendent's office. This file shall be the single and exclusive personnel file maintained with respect to each teacher.

G. Freedom of information act:

1. The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference; other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials; and letter of resignation.
2. The Board agrees to; attempt to notify the teacher by a reasonable manner when the Board receives a request for all or part of that teacher's personnel file under the Freedom of Information Act. The teacher may request Association representation in the review.

H. No complaint against a teacher by a parent, citizen of the district, or student, or reference thereto, may be placed in the personnel file without the complaint being previously drawn to the teacher's attention, and the opportunity of a meeting between the teacher and the person making the complaint. The administration shall attend the meeting.

ARTICLE III Board Rights

"The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the contractual activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board after consultation with appropriate teaching and other professional staff members;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature, after consultation with appropriate teaching and other professional staff members;
5. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States."

ARTICLE IV Teaching Hours

A. Teachers are required to be in school 15 minutes prior to the beginning of the school day, and remain after school 15 minutes, except before holidays, at which time they may leave after the buses. Further, each teacher is to be at their teaching station 5 minutes prior to the beginning of the first period class. At no time shall the school day exceed 7 1/2 hours. Extra-curricular responsibilities are excluded from the above time schedule.

B. The Board and the Association agree that the total number of contracted days shall not exceed 179-1/2 days. These days shall consist of 179 instruction days, and one-half (1/2) days orientation.

C. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities (Act of God days) such as due to severe storms, fires, epidemics or health conditions as defined by the city, county, or state health authorities, it is agreed that the following school closing provisions shall become immediately effective:

When an Act of God or an employer directive forces the closing of school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall be rescheduled in accordance with the law. All days to be made up will be added to the end of the calendar, unless mutually agreed to do otherwise.

D. When schools must be closed for an extended period of time due to a lack of energy or energy directives from the State or Federal governments, the Board and Association will mutually agree through the negotiation process how the lost days will be made up in accordance with the law. Act of God days are not subject to this provision.

E. Lunch periods will be scheduled by the administration. Each teacher is entitled to, and will be provided, at least a 30-minute, duty free, uninterrupted lunch period.

F. All teachers shall be entitled to one preparation/conference period per day, a minimum of 45 minutes while school is in session or the equivalent of one regular high school class period, whichever is greater. Teachers shall remain in the building during that period. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. In the elementary section this will be provided, in part by recess, and in part during music, art, physical education, and/or other so-called enrichment programs conducted by other teachers.

G. Class sponsors and coaches shall chaperon their respective events. No teachers shall be required to work at ball games or chaperon spectator buses.

H. No teacher shall be required to take an extracurricular activity. But those that do contract for same must be present at every practice, rehearsal, or event unless each student has been responsibly discharged from the teacher's care.

I. Teachers are obligated to attend teachers meetings, usually after school, two per month as called by the building principal, such meetings to last no longer than one hour and called 48 hours in advance. Short emergency meetings may be called without the advance notice but teachers with prior commitments will be excused.

J. It is the intent of both parties that the minutes between classes when students are passing are not "free" time.

K. Grade 7-12 teachers may be called to serve two after-school detention periods per year if desired by the principal. The teacher shall be paid at the rate set in Schedule "B", paragraph IV.

L. Each school will schedule a parent-teacher conference from 1:00 p.m. – 6:00 p.m. at the end of the first marking period and at the end of the first semester.

ARTICLE V
Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect for the duration of this Agreement.

B. Compensation for extra duties and teaching assignments are covered in Salary Schedule "B" of this Contract.

C. Teachers to be employed in the system may, at the Board's discretion, receive one year of credit for each full year of certified teaching experience, up to five (5) years credit, and placed on the appropriate step in the salary schedule. Credit beyond five (5) years may be given at the Board's discretion.

D. Teachers earning approved college credits prior to any semester shall be compensated and/or placed in the appropriate category for the coming semester provided that the teacher has notified the superintendent in writing 20 teaching days into the semester of completed hours (or degrees) and furnishes an official transcript within 90 days after the beginning of the semester. Pay does not begin until after receipt of the transcript. Pay will be retroactive to the beginning of the current semester.

To qualify for BA+30 or MA+30, lateral advancement hours must be in the teacher's area of certification, or part of a verified and planned program leading to a degree in the field of education, additional credits needed to enhance the teacher's classroom effectiveness or knowledge must be approved in advance by the Superintendent. The above criteria are applicable only after the attainment of the primary degree to which the previous salary schedule column applies.

E. The following holidays shall be observed and school closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, and Good Friday.

F. When teachers are authorized to travel in their private vehicles, excluding paragraphs G & H, for the school; they shall be compensated at the rate of twenty-eight (28) cents per mile.

G. Any teacher whose daily schedule requires them to be in both buildings, shall be compensated at the rate of \$1,400 per school year for mileage and time of travel that is incurred due to multi-building assignment. This amount is to be paid semi-annually at the end of the 2nd and 4th marking periods. This compensation will be paid in full unless the teacher is unable to perform their contractual obligation.

H. Teachers who, because of scheduling, are required to be in both buildings not on a daily basis, shall be compensated at a pro-rated rate as stipulated in Section G of this Article.

I. All summer school assignments shall be filled consistent with the vacancy filling provisions of Article VII except the three-week posting requirement will be waived after summer school begins. Assignments that do not require certification shall be made on the basis of seniority and experience. Summer school assignments include all assignments listed in Schedule B and compensation of such assignments shall be at no less than the teacher's hourly or daily rate as calculated by using the salary of the bargaining unit member provided for in this Agreement, the number of bargaining unit member workdays and the normal workday as provided for in this Agreement.

J. Summer enrichment classes or remedial classes offered through the school with moneys procured through determined grants may be paid for at a rate determined by the administration.

ARTICLE VI Teaching Conditions

The Board and the Association recognize that the availability of optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both teacher 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 at insuring that the energy of the teacher is primarily utilized to this end.

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, technology and audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board and the Association will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes to implement all joint decisions thereon made by its representative and the Association. The Board agrees to keep the schools reasonably and properly equipped and maintained.

B. Under no conditions shall a teacher be required to drive a school bus as a part of his regular assignment.

C. The Board shall make available in each school adequate rest room and lavatory facilities exclusively for staff use and at least one room appropriately furnished, which shall be reserved for use as a teacher preparation and conference room.

D. Telephones have been made available to teachers in their classrooms and the teachers' preparation and conference rooms for their reasonable use, during conference periods. It is the responsibility of the individual teacher to provide the appropriate office a monthly log of any long distance calls.

E. Adequate parking facilities shall be made available and maintained.

F. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

G. All teachers shall have either a desk with a lockable drawer space and key, or a room key.

H. Returning teachers shall not be required to report more than one (1) day prior negotiated school calendar, and new teachers not more than two (2) days prior to the negotiated school calendar in the fall.

I. By May 1 of each year, the teachers will receive their tentative class lists and class sizes for the following year. By May 15, each teacher shall submit to the administration, in writing, proposed requisitions for teaching materials, equipment, and supplies for the following year. By the end of the school year, the administration shall advise the teacher, in writing, of the items scheduled to be purchased.

J. Supervision of students in all areas is the teacher's responsibility during the entire school day. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms, and their lounge.

K. The Board agrees at all times to maintain an adequate list of substitute teachers providing they are available

ARTICLE VII
Assignments and Transfers

A. All assignment and transfer requests by the professional staff should be submitted, in writing, and decided prior to the beginning of the regular recruitment season in the spring. Assignments and transfers at other times will be considered when vacancies occur during the school year.

B. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher and the Association of the reasons for such transfer. Any qualified volunteers will be placed in consideration by the administration for any position(s) available. When involuntarily transfer becomes necessary, the administration will take into consideration seniority and any volunteers.

In the event that there is more than one teacher being involuntarily transferred at the same time, the positions will be filled according to seniority. The teacher with the greatest seniority shall be given first choice of the positions to be filled. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

C. Any teacher who is assigned or transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status. Said teacher will receive one year teaching experience for each year spent in the school district in the administrative or executive position.

D. Teachers shall not be assigned or transferred outside the scope of their teaching certificates and their major or minor field of study, or area of certification, except temporarily and for good cause; and the Association shall be so notified in each instance, along with a written statement of reasons for such assignment or transfer. Temporary shall be defined for purposes of this Article as not to extend beyond the current semester.

E. All teachers shall be given written notice of their teaching assignment for the forth coming year no later than May 30, and their schedule no later than two (2) weeks prior to the first student attendance day. Minor changes in such assignments or schedules may be made up to the beginning of the school year. Assignments are to be made for sound educational reasons and not to unduly disrupt the staff.

F. The Board declares its support of a policy of filling vacancies, from within its own teaching staff. Whenever a vacancy arises, the superintendent shall promptly notify the Association and post notice of same on a bulletin board in each school building for no less than seven (7) days when school is in session and

fourteen (14) days during the summer months. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors.

1. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
 - a. The Association President, or designee, shall be contacted by the Administration and a list of properly certified teachers to contact will be agreed upon by both parties. These teachers shall be notified of the vacancy by the Administration and the Association President, or designee.
 - b. The teachers so notified shall have the responsibility of contacting the superintendent indicating their interest in said position within three days of receiving such notification.

Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, should be sought through retraining of existing staff wherever possible or practical.

G. Teacher Qualifications:

Elementary School

1. Elementary grades K-6 when housed in self-contained classrooms will be taught by elementary certified teachers. The middle school endorsement for secondary certificates is not adequate preparation to teach elementary self-contained classrooms.

Middle School

1. Teachers for the middle school grades (6-7-8) will hold elementary K-8 certificates or secondary certificates with middle school endorsements. In either case, if possible, teachers in the middle school will only teach in their major/minor fields, except for exploratory subjects and/or other enrichment areas such as art, physical education, etc.
2. If a teacher is assigned to teach in the middle school in a subject that is out of his/her teaching major/minor, although within certification, the teacher may be required to work up to one year under the guidance of the principal with the assistance of a teacher appointed by the principal. Reassignment in the subject area in question is contingent

upon the principal's satisfactory evaluation as provided for in the master agreement.

High School

1. Secondary teachers (9-12) will be assigned only to areas for which they are certified.
2. If a teacher is assigned to teach in their minor area and they have not taught in that area in the past five (5) years, the principal may assign, after consultation with the Association, a peer coach to assist the teacher. The teacher may also request such assistance.

ARTICLE VIII
Illness or Disability

A. All teachers absent from duty on account of loss of health or any other approved reason shall be allowed full pay for a total of twelve (12) days a year from commencement of the school year. If a teacher resigns for reasons other than medical health, pay received for leave taken in excess of 1 1/3 days per teaching month shall be reimbursed to the Board. Any leave injury covered under Workmen's Compensation must be paid by Workmen's Compensation. In such case the Board agrees to make up the difference in pay and to deduct a proportionate part of sick leave assuring the employee of no decrease from payroll to payroll.

B. All teachers shall be entitled to an accumulation of up to one hundred (100) days for the unused portion of each year's sick leave which shall be available in future years, in addition to the twelve (12) days granted for the current year.

C. A record shall be set up for each employee by the Board on which there shall be a continuing accounting of sick leave credit.

D. At the beginning of each year, a report shall be made to each teacher and to the Association, indicating the amount of sick leave to his credit.

E. Holidays or Act of God days occurring during illness or personal leave shall not be considered deductible from the employee's sick leave or personal leave accumulation.

F. When the teacher's sick leave limit has been completely used, the income insurance company will be notified so that long-term disability payments to the teacher can begin according to the terms of the contract with said company.

G. The Board of Education reserves the right to request a physician's examination of any employee whose illness pattern may be a cause for concern, at the Board's expense, including travel expenses. The physician shall be mutually agreed upon by both the teacher and the Board.

H. Teachers will be given the option of being compensated at the rate of \$60 per unused sick day at the end of each year, up to a maximum of 12 days, for all days over 100 accumulated days.

I. Upon acceptance for retirement with the Michigan Public School Employees Retirement System, teachers will be compensated for half of the unused portion of their total accumulated sick leave at the rate of \$20.00 per day. Payment will be made no later than July 1 of the year in which the teacher retires. Example-Teacher "A" retires with 110 unused sick days. The amount over 100 will be paid at

\$60 per day for a total of \$600 and $\frac{1}{2}$ of the 100=50 days paid at \$20 each, which equals \$1,000. The grand total for Teacher "A" would be \$1,600.00.

ARTICLE IX
Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article VIII shall upon recovery be allowed to return during that school year.

1. Teachers will be placed on unpaid personal illness leave when requested in writing to the Board.
2. Teachers upon returning from personal illness leave may be required to show evidence of ability to resume job responsibility. Physician's slip will be acquired from personal physician.

B. All teachers shall be allowed four (4) personal days per year, with no (0) accumulation. Said personal days may be taken 1/2 day at a time. No explanation for these days is necessary. A request must be made in writing to the administration for each personal day three (3) days prior to the date desired except in case of emergency. Personal days are to be used to accomplish activities that cannot be conveniently done at another time. It is further understood that personal business days are not to be used immediately before and/or after scheduled school breaks of more than a day's duration. In the case of extenuating circumstances, one day before or after a scheduled school break of longer than a day's duration, may be granted by the Superintendent. This is seen as being the most positive for the education of our students. Further, any unused personal days may be cashed in at \$75.00 per day, or added to the individual teacher's sick day accumulation. Any accumulated personal days up to June 30, 1996, may be retained by the individual teacher.

C. Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

1. For an illness or medical needs of the teacher's spouse, children, parents, and parents of spouse.
2. A maximum of two (2) days, per occurrence, per school year for attendance at the funeral of a person whose relationship to the teacher warrants such attendance.

D. Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

1. A maximum of five days, per occurrence, will be allowed for a death of the teacher's spouse, children, parents, spouse's parents, brothers, sisters, grandchildren, and grandparents. The first three days allowed shall not be charged against the teacher's allowance; two days shall be charged against the teacher's sick leave allowance.
2. Absence when a teacher is called for jury duty. The total teacher remuneration from the teaching contract and the jury duty shall not exceed the daily rate of the teacher's pay as determined by the formula found elsewhere in this Contract.
3. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any proceeding. The teacher shall not receive pay if he is guilty when charged.
4. Board approved visitation at other schools or for attending Board approved educational conferences or conventions.
5. Time necessary to take the selective service physical examination.

E. Leaves of absence without pay may be granted upon written application and permission of the Board for a period of not more than one year with the exception of military leave for the following purposes but may be extended at the Board's discretion:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research or special teaching assignment involving probable advantage to the school system.
4. Teachers on military leave.
5. Medical reasons, both personal and family.
6. Personal

F. Upon a 30 day written request to the Board, a maternity leave or childcare leave shall be granted without pay for a period of up to one year and additional time may be granted upon written request to the Board of Education. A teacher may request in writing to the Board to be reinstated prior to the end of the leave, subject to the approval of the Board. When returning from leave the teacher

will be assured his/her original position if it still exists. If the original position does not exist, the teacher will be placed in a position for which the teacher is qualified and certified. The teacher shall notify the Board and Administration in writing, as soon as possible, but not later than 60 days prior to the intended date of return.

G. The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities, including, but not limited to, these terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.

H. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period. Leave and benefits accrued shall not extend beyond one inducted period. Upon return from such leave, a teacher shall be assigned to the same position or substantially equivalent position, even if such return necessitates a reduction of staff. Such service time shall not count toward tenure.

I. Deductions from salary made under this policy shall coincide with the number of scheduled school days for that school year, at the rate of 1/179.5 days.

J. Upon application, teachers who have been employed for seven (7) consecutive years in the Johannesburg-Lewiston School District may be granted a Sabbatical Leave without pay for professional improvement of up to one (1) year (limit of two (2) persons per year). It is agreed that professional improvement for purposes of this Article includes, but is not limited to, attendance at a post-secondary educational institution, independent research and study, and travel.

Application for Sabbatical Leave shall be submitted no less than 90 days prior to commencement of said leave.

Upon return from Sabbatical, the teacher shall be restored to the same position or substantially equivalent position, even if such return necessitates a necessary reduction of staff. Seniority shall accrue during the period of the Sabbatical Leave.

K. The employer shall provide to the Association ten (10) days per school year of released time for the handling of Association business as deemed appropriate by the Association president. When such days are taken, the Association shall reimburse the daily substitute rate to the school district.

ARTICLE X
Evaluation of Professional Personnel

The parties to this Agreement recognize the importance and value of a procedure for evaluating the performance of the professional personnel employed by the District. Therefore, to this end, the following procedures have been agreed to in an effort to improve the performance of the professional staff.

In looking at an evaluation from a positive standpoint, then, it is apparent that the evaluator is primarily concerned with recognizing the positive aspects of a teacher's competencies and attitudes and reinforcing them. Conversely, however, when a teacher is performing his assigned duties and responsibilities in a manner not conducive to a good learning situation, it is then necessary for the evaluator to offer suggestions for improvement in a timely manner which will enhance the teacher's effectiveness.

At the beginning of the school year teachers will be furnished with copies of the formal observation tool and of the building principal's expectations.

A. Formal Observation/Evaluation Frequency:

Tenured teachers will be formally observed twice and evaluated annually. Non-tenured teachers will be formally observed and evaluated at least twice per school year.

B. Formal Observation/Evaluation Procedures:

1. Bargaining unit members shall be formally observed only by the building principal, superintendent or the superintendent's designee, understood to be a building principal within the District.
2. The parties agree that parents, students, and other District employees will not be used to evaluate bargaining unit members.
3. Following the formal observation, a conference will be held to review "*Formal Observation Form A.*" All conferences will be completed no later than April 15.
4. A conference will be held between the teacher and the building principal to arrange the formal observation schedule. After the first formal observation, the teacher will not be notified in advance. Tenured teachers who were formally observed, will receive a final evaluation form no later than May 1. Non-tenured teachers will receive their first evaluation no later than February 1 and a final evaluation no later than May 1. It is important to note that the final evaluation is

based on classroom performance, formal and informal observations, and the teacher's contribution to the total school atmosphere.

5. The evaluator will present a copy of the formal observation to the teacher at least one day prior to the post-evaluation conference. At the post-conference there will be free and open discussion of the observation. After discussion, the teacher will be asked to sign the written formal observation and will receive a copy of said observation. Such signature documents receipt of the formal observation, not necessarily agreement with its content. A teacher's comments or rebuttal, relative to the formal observation, will be included in their personnel file at their request. We encourage the development of a mentor, mentee relationship and encourage mentors to attend said conference with their mentee.
6. All evaluation, monitoring, or observations of a professional shall be conducted openly and with the full knowledge of the professional personnel. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
7. Performance between observations, unless documented and brought to the attention of the teacher, is deemed satisfactory.
8. Any category deemed unsatisfactory, must be supported by observation and/or documentation to support the conclusion made by the evaluator and will result in the development of a plan of improvement that identifies specifically the area that needs improvement and provides the employee with specific, appropriate, written recommendations for improvement which are stated in behavioral terms and are measurable and observable. A fair timeline for such improvement shall include follow-up observations to evaluate areas of concern and provide a program of assistance.
9. It is understood that the Formal Observation Form "A" will be used for the duration of this contract.

C. Teacher's Rights:

1. Each teacher shall be the right upon request to review the contents of his own personnel file. Unfavorable material may not be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

2. A teacher shall be entitled to have present a representative of the Association when he is reprimanded, warned, or disciplined for any gross infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present.
3. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing and provide for a hearing where requested.
4. Teachers whose services are being considered for termination under provisions of the Tenure Act shall receive a hand-delivered or registered letter of notification and statement of charges from the Superintendent and advised of their rights under the Tenure Act for hearing and appeal. The Association shall receive a copy of such notification.

ARTICLE XI
Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears to a teacher and his/her principal 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 teacher of responsibilities with respect to such pupil, upon recommendation of school diagnostician.

1. The teacher has the obligation to report any abuse cases to the proper authority.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, if not covered by the Association's insurance, provided the teacher has attempted to follow Board policy.

C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher providing gross negligence cannot be proven against the teacher.

D. Any complaint made against a teacher or person for whom the teacher is administratively responsible by any parent, student, or other person will be promptly called to the attention of the teacher. Complaints shall not be incorporated into the teacher's evaluation unless the teacher has been informed of the complaint.

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, unless gross negligence can be proven against the teacher.

ARTICLE XII
Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiation between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selection of representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. At least sixty days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers 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 the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the membership of the Association voting, 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 negotiation, within sixty days prior to the beginning of the school year, the mediation machinery of the State Labor Mediation Board may be invoked by either party.

ARTICLE XIII
Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may within 45 work days of occurrence file a written grievance with the Board or its representative. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.

B. Within five (5) workdays of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be dated and transmitted within five (5) working days, by the Association, to the superintendent or his/her designee who shall have ten (10) workdays thereafter to approve or disapprove it. If the grievance shall be denied by the superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall be dated and transmitted within ten (10) workdays, by the Association, to the Secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within 25 workdays from receipt of the grievance the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 30 days after its submission to the Board.

D. Within 20 workdays, if the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing. 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.

E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost.

F. The costs of any arbitration under this Article shall be shared equally by both parties involved, the Board and the Association.

G. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to the principal for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure.

H. If the grievance is not filed within the time line, the grievance is considered waived. If determination is not made within the allotted time periods listed above, the solution sought is granted. Workdays are defined as weekdays excluding Saturdays, Sundays, and holidays.

ARTICLE XIV
Discipline Policy

A. Under Michigan Law the teacher is considered to stand in loco parentis, and may use physical force as outlined in the Michigan Corporal Punishment Act, unless otherwise specified in a written directive from the superintendent to a teacher or teachers. Teachers are still allowed to use an appropriate amount of physical force to protect themselves to be consistent with MCL 380.1312.

B. The administration and teachers are responsible for the maintenance of proper discipline in the school.

C. The administration should, therefore, inform the teachers that corporal punishment may be used, within the legal limits outlined above, in those emergency cases which, in the judgment of the teacher, require such immediate action for the preservation of proper order in the class or school, or for the protection of the pupils, teachers or school in general.

D. Teachers will receive full support of the principal and the central administration in any action taken by them pertaining to discipline provided they act within the above defined limits. This support shall include defense of the teacher's action by the principal against complaints of parents as well as by the central administration in the event that a criminal complaint is made or civil court action is instituted for damages.

E. It is essential that a clear understanding should exist between the administration and the teachers concerning the above policy. The administration should, therefore, discuss this important matter with the teachers frequently enough to insure that all are well informed on this phase of the disciplinary problem. The administration should be informed promptly by a teacher when incidents occur which require the use of corporal punishment and as soon after the incident as possible will submit a written report to the principal. This will permit the administration to be of greatest assistance in working with parents and the teacher for a full understanding and solution of the problem.

F. If a teacher must send a student from the room, the student will be sent to the principal, and the office will be notified immediately.

G. The Administration will give all reasonable support and assistance to teachers with respect to maintenance of control and discipline in the classroom and throughout the school, in accordance with the discipline code as established by the Board and the teachers. Furthermore, all reasonable support shall also include protection from liability from students and/or parents in cases of student misuse of the District's electronic resources, whenever teacher negligence is not a factor.

ARTICLE XV
Professional Dues or Fees and Payroll Deductions

A. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education and the Michigan Education Association, if requested). Such sum shall be deducted as authorized by the Association and approved by the administration.

B. With respect to all sums deducted by the Board pursuant to authorization of the employee, for membership dues, the Board agrees to remit the monies to the Association Treasurer. The Association agrees to advise the Board of all members of the Association in good standing and to furnish any other information needed by the Board to fulfill the provisions of this Article.

C. 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, and all MESSA/MESFA offerings.

D. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against a teacher as regards to such matters. All full-time teachers in the bargaining unit shall, on or before the thirtieth (30) day following: The beginning of the school year, beginning of their employment, or the execution of the Collective Bargaining Agreement whichever is later, as a condition of employment or of continued employment either:

1. Become members of the Association; or
2. Pay to the Association an amount of money which the Association certifies in writing as a cost (hereinafter referred to as "fees") equal to the negotiation and administration of this Agreement. Such cost amount shall be verified and submitted in writing to the Board on or before September 15 of each year, and notice of this fee shall be presented in writing by the Association to all teachers.
3. Full-time teachers hired during the school year shall be required as a condition of employment, to render (through direct payment or deduction authorization) only a pro rata amount of the fees. Such pro ratum shall be based on a maximum of ten (10) months (school year) and/or the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)

4. Temporary (except as qualified under paragraph 5 of this section), part-time, or specially-certified teachers shall not be required to join the Association or pay a service fee thereto.
5. Definition of a Substitute Teacher. A substitute teacher shall be defined as a temporary per diem employee who is substituting for a regular bargaining unit member during the member's short term absence.

E. In the event a teacher shall not pay the required amount as scheduled, the Board and the Association shall proceed as follows:

1. The Association shall notify the teacher of noncompliance therewith by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise such teacher that a request for discharge may be filed with the Board in the event that compliance is not effected.
2. If the teacher fails to comply, the Association may file charges, in writing, with the Board and may request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
3. The Board, upon receipt of said charge and request for termination, shall conduct a hearing thereon. To the extent said teacher is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between or among various persons who may have refused to pay the fees.
4. The employment of any teacher whose employment may be terminated due to his nonconformity to this Section shall be continued in normal function until the end of the year following the time when there is a final decision by an agency or court of competent jurisdiction (which has not been appealed by the teacher) upholding such termination of employment.

If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State Law, or that it is in conflict with any Federal or State Law and/or regulation, or if the Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void, and the Association shall reimburse all teachers who have been required to pay either dues, fees or service charge; provided such teacher must

request the Association for reimbursement within thirty (30) days of such court, agency, or legislative decision or action.

In the event the Board or administration, acting on the request of the Association, discharges or attempts to discharge an employee for failure to comply with these provisions, the Association shall assume all costs, indemnify and save harmless the Board, each individual Board member, and all administrators against any and all claims, demands, suits, expenses or other forms of liability, including back pay or unemployment benefits, of whatsoever kind and nature that shall arise out of action taken by the Board or administration for the purpose of complying with the provisions of this Agreement.

ARTICLE XVI
Professional Behavior

A. The Association recognizes that abuses of sick-leave or other leaves, chronic tardiness absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflects adversely upon the teaching profession and creates undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best effort to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

B. The Association shall deal with ethical problems arising under the CODE OF ETHICS OF THE EDUCATION PROFESSION (available in the superintendent's office) in accordance with the terms thereof and the Board recognizes the CODE OF ETHICS OF THE EDUCATION PROFESSION is considered by the Association and its membership to define acceptable criteria of professional behavior.

ARTICLE XVII
Reduction and Recall Procedure

I. Seniority

A. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.

B. Seniority within the school system shall be determined by using the following criteria applied in the exact order listed below until a seniority ranking has been established among teachers.

1. Professional qualifications and certification as approved by the Department of Education of the State of Michigan.
2. Years of employment during the last continuous service in the Johannesburg-Lewiston Area Schools.
3. Years of employment during the last continuous service in the Johannesburg-Lewiston Area Schools in grades K-6, 6-8, and in subject matter taught in grades 9-12.
4. Total experience in subject or grade levels in K-12 in the last ten (10) years.

C. Continuous service in the School District shall begin with the last date of hire and continue until termination of employment. Transfers, promotions, demotions, leaves of absence, and/or staff reductions (unless a teacher fails to comply with the recall procedure as stated elsewhere in this Agreement) shall not constitute an interruption in continuous service. Leaves of absence will not count as years of employment. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

D. All teachers shall have seniority from the last date of hire. Whenever more than one teacher is hired on the same day, placement on the seniority list shall be determined by the Board at the time of hiring by determining the order with which each candidate will be placed on the seniority list.

II. Layoff Procedure

A. Necessary reduction of personnel--Layoff. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum, and staff when funds are not available, hereby agree as follows:

1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum after consultation with the Executive Board of the Association.
2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
 - a. First Year Probationary Teachers--First according to seniority as long as there are fully certified and qualified teachers to fill the position vacated.

Second Year Probationary Teachers--According to seniority as long as there are fully certified and qualified teachers to fill the position vacated.

Third Year Probationary Teachers--According to seniority as long as there are fully certified and qualified teachers to fill the position vacated.

Fourth Year Probationary Teachers-- According to seniority as long as there are fully certified and qualified teachers to fill the position vacated.

- b. In the event tenured teachers must be laid off, layoff will be on the basis of seniority as established hereinbefore. It is expressly understood that the Association shall be notified and shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than three (3) week days after the termination of the meeting requesting review of the list.
 - c. Upon request by the Board, the Association, in cooperation with the Administration, shall create the list of names for the purpose of lay-off. This list will be accompanied by a written statement of

rationale as to the interpretation of the Master Agreement. The statement will be signed by two administrators and two Association officers. The written statement will be provided to the Superintendent of Schools not more than five (5) workdays after the request for such a statement, and shall be given due consideration by the Board.

B. The Board will retain a qualified and certified teacher where no other teachers within the system are qualified to perform the services of that teacher.

C. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purposes of placement on the salary schedule if employed for more than one-half of the school year, otherwise such teachers shall remain on the same salary step.

III. Recall

A. Seniority teachers shall be recalled to employment in inverse order of layoff for positions opening as determined by the programs offered by the Board, for which they are certified and qualified.

B. In the event of a recall, all teachers who are on layoff and are fully certified and qualified shall be simultaneously sent a certified letter, to the teachers last known address, informing them of a position opening and the teacher with the highest seniority, who responds, will be placed in the position open. Teachers being recalled will be given ten (10) days from the date of the receipt of the certified letter of recall to indicate their acceptance or rejection of re-employment. Failure to respond within the ten (10) day period will end the employee's seniority rights. The letter of recall will contain a reminder of this 10-day limit.

C. Any teacher on permanent tenure whose services are terminated because of necessary reduction in personnel shall be appointed to the first vacancy in the School District for which he is certified and qualified.

D. No new teachers shall be hired in a subject area before teachers who are laid off from that subject area or before teachers who are laid off from other subject areas who may be qualified and certified, are recalled or decline the opening.

IV. Miscellaneous

A. Any full time, tenured teacher laid off pursuant to this Article shall have the right to purchase their own insurance as per to law (Cobra, etc.). This will take effect for any teacher hired on or after July 1, 1996. Full time tenured teachers hired prior to July 1, 1996, will continue to receive insurance protection for one calendar year from the date of the layoff or until similar benefits are available to the teacher from another employer. Any part time tenured teacher laid off will be

given the same benefits as above only pro-rated to the amount of time worked (i.e. one-half time teacher would receive up to 6 months of benefits).

ARTICLE XVIII
Miscellaneous Provisions

A. Copies of this Agreement shall be printed within twenty (20) days after ratification at the expense of the Board and the Association and presented to all teachers now employed or hereafter employed by the Board.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision 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.

C. The President of the Association shall be furnished with a copy of the approved minutes of each regular or special meeting of the Board of Education.

D. A copy of the agenda of each regular or special meeting of the Board of Education shall be sent to the President of the Association prior to said meeting.

E. In the event that this district shall be annexed, consolidated, or otherwise reorganized with one or more district in whole or in part, the Board will use every reasonable effort possible to assure the continued employment of the members of the Association.

F. The Board agrees that before Two-Way Interactive Television (T.W.I.T) or Remote Instructional Delivery (R.I.D.) or other modes of telecommunications instruction, are implemented in the school district, they will negotiate language covering the wages, hours, terms and conditions of employment of bargaining unit members concerning the district's (T.W.I.T), (R.I.D.), or other telecommunications instruction.

ARTICLE XIX
Due Process

A. No teacher shall be disciplined (including reprimanded, reduced in rank or compensation, discharged or deprived of any professional advantage), without just cause. Any such discipline, including adverse evaluation of teacher performance asserted by the Board or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE XX
Site-Based Decision Making and School Improvement Planning

The provisions contained in this section shall apply to all school improvement plans (SIP), including those provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA, amended 3/9/90, and in Public Act 25 of 1990 (MCL 380.1277).

In the event that any provision(s) of SIP or application thereof violates or contradicts the collective bargaining agreement in the areas of wages, hours, and terms and conditions of employment of teachers, said changes must be mutually agreed to by the Board and Association, in writing, prior to being adopted and/or implemented.

Participation or non-participation on school improvement and district wide planning teams shall be voluntary and shall not be used as a criterion for evaluation or discipline.

Site-Based Decision (SBD) making is the process by which the teachers at the work site jointly make decisions affecting their working conditions. Decisions made by SBD committees shall not violate the Agreement.

ARTICLE XXI
Mentor Teachers

The Board and Association recognize the need for assignment of mentor teachers to probationary teachers in their first three (3) years of classroom teaching, as required by Section 1526 of the School Code.

A. Mentor teachers shall be assigned in accordance with the following:

1. Every effort will be made to match the mentor teachers and mentees who have the same building level certification.
2. The mentor teacher assignment shall be for one (1) year.
3. A bargaining unit member shall not be assigned involuntarily to serve as a mentor.

B. The relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor or mentee teacher.

C. The mentor will be involved in the development of the mentee's IDP (Individualized Development Plan).

D. The mentor may have, upon request, and as approved by the principal, release time for the purpose of observation or direct work with the mentee during the regular school day and school calendar year.

E. The Board and the Association recognize the importance of the mentoring process and realize that it cannot be completed within the school day. The mentor teacher may accrue up to seven (7) hours of comp time, per year, for the time spent mentoring beyond the confines of the regular school day and school calendar. Such time will be documented and signed by the mentee, mentor, and building principal.

ARTICLE XXII
Least Restrictive Environment

A. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that to the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individual Education Planning Committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this Agreement, the District does agree to consider how the handicapped student's placement will affect teachers when determining the handicapped student's placement.

B. The District shall determine the need for a teacher who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The District shall provide release time in the event the District directs or authorizes a teacher to attend an IEPC which is scheduled during a time the teacher is assigned to teach a class.

C. If any teacher has a reasonable basis to believe that a handicapped student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal in writing.

D. On a case-by-case basis, the District, after consultation with the teacher, will determine what training and other support should be provided to a teacher(s) who will be providing instructional or other services to a handicapped student.

ARTICLE XXIII Teacher Responsibility

A. Automated Substitute Management System (ASMS)

For planned absences, the teacher may submit written notification or may use the Automated Substitute Management System (ASMS). The teacher will use the ASMS for notification of absences after school hours, or prior to 7:30 a.m. on the day the teacher will be unavailable. In the event that the teacher cannot access the ASMS system, the teacher will notify the building principal or designee. Members will not be held liable for any ASMS system failure. Administration will supply each teacher with a laminated wallet-size ASMS card containing the information necessary for the teacher to access the ASMS system or to contact the building principal. On the first working day following his absence, each teacher will be required to give his principal a written, signed statement indicating the reason for his absence. Failure to comply with a written statement can result in the withholding of pay for such leave dates.

B. Lesson Plans

It is understood that lesson plans are tools used by teachers for instructional preparation. Lesson plans will be designed by the teacher, and will vary, as they are intended to meet the needs of the individual teacher. Lesson plans may be reviewed once per quarter or as deemed necessary in an IDP (Individualized Development Plan) developed between the principal and the individual teacher. At the time lesson plans or requested copies of lesson plans are reviewed, administration will provide feedback. A first year teacher's lesson plans may be reviewed more frequently as determined in their IDP. Teachers will be required to turn in lesson plan books at the end of the school year. Lesson plan books will be returned to teachers for the following school year upon teacher request.

C. Electronic Grading System

Good communication between students, teachers, and parents on the educational status of each student is essential. Teachers will post grades to the electronic grading system administrator at mid-quarter and at the end of each quarter. As student data is entered into the electronic grading system, said data will also be posted to the web. Teachers are encouraged to do so regularly. Teachers will not be held liable for failure of any component of the electronic grading system or for the actions or inactions of the system administrator. In the event of data loss due to system failure, teachers may be required to re-enter student data. If a teacher is directed to re-enter said data, he will be compensated with comp time. In the event of data loss due to teacher error, the teacher will be required to re-enter student data without compensation. Teachers will maintain a back-up copy of student data in the form of a computer generated printout or a paper grade book.

Training in the use of the electronic grading system will be provided to all new teachers and to any teacher who requests assistance.

D. Internet Acceptable Use Agreement

1. To provide an intellectual atmosphere that includes access to the Internet, Johannesburg-Lewiston School believes that all teachers should have the opportunity to develop skills in using computer technology. Having access to the Internet will allow the teacher to access and use the Internet to transmit material, which is consistent with the educational goals of the school district, as well as allow the teacher to access and transmit appropriate material to be used in the educational environment.

Whereas the parties do recognize the educational value of Internet access at school using district equipment they hereby agree to the following:

2. The parties seek to educate young people in the use of the Internet as an assistive device to support student learning and achievement.
3. The parties recognize that in order to support student learning and achievement the teacher must use the Internet access in a responsible manner.
4. The parties agree that the classroom teacher(s) will not be disciplined based upon information retrieved from the Internet by students unless their supervision of the students was negligent or improper.
5. The parties agree that the use of the district's electronic resources are for the purpose of (in order of priority):
 - a. Support of the academic program
 - b. Telecommunications
 - c. General information
6. The parties agree that the district will periodically make determinations on whether specific uses of the electronic resources are consistent with the acceptable-use practice of the school.
7. The District reserves all rights to any material stored in files which are generally accessible to others and will remove any material which the District believes may be unlawful, obscene, pornographic, abusive, or otherwise objectionable. Staff members will not use his/her District-approved computer account/access to obtain, view, download, or otherwise gain access to such material.

ARTICLE XXIV
Early Retirement Incentive

A. Each year the enrollment opportunity would be from January 1 - April 15, for the next school year.

B. J-L ERIs shall be limited to three (3) enrollees per year. If there are more than three (3) candidates, the selection will be made on a first come first serve basis.

C. The enrollee must be eligible, apply, and be accepted for retirement with the Michigan Public School Employees Retirement System.

D. To be eligible, each prospective candidate must have 25 years of eligible retirement service accrued by June 15, of the year they intend to retire.

E. To be eligible for the ERI, an individual must have been employed in the Johannesburg-Lewiston District prior to December 31, 1996. We jointly agree that the following individuals are the sole qualifiers:

Kevin Kennedy
Cynthia Kievit
Kristine Dandy
Cindy Bagnasco
Terry Reynolds
Barb Kennedy

Theresa Loviska
Elisabeth Treefon
Kevin Foster
Heather Huff
Cindy Gallaway

F. Payment Options

1. A one-time \$15,000 payoff made by September 30, of the initial year.
2. Two (2) equal payments of \$8,500 each. The first made by September 30, of the initial year, and the second by September 30, of the second consecutive year.
3. Three (3) payments made in the following manner:
 - \$7,500 by September 30, of the initial year.
 - \$7,500 by September 30, of the 2nd consecutive year.
 - \$7,500 by September 30, of the 3rd consecutive year.

ARTICLE XXV
Duration of Agreement

A. The non-economic and the economic portion of this Agreement as set forth in Schedules "A" and "B" shall be effective July 1, 2010, and continue in effect until June 30, 2012.

JOHANNESBURG-LEWISTON
BOARD OF EDUCATION

NORTHERN MICHIGAN EDUCATION
ASSOCIATION/MEA/NEA

Michael Zimmerman, NMEA President

Ron Parkinson, NMEA Liaison Staff

Deborah K. Larson, 14A UniServ Director

Cyndie Kievit, Johannesburg-Lewiston
EA President

Terry Reynolds, Negotiating Comm. Member

Kevin Kennedy, Negotiating Comm. Member

Tracy Loviska, Negotiating Comm. Member

Mark Peppin, Negotiating Comm. Member

JOHANNESBURG-LEWISTON AREA SCHOOLS
2007-2010
SCHEDULE A

In lieu of a raise in 1999-2000, MIP contribution (see below)

EMPLOYER PAID MIP CONTRIBUTION

MIP Payment or Annuity Allowance:

1. For 1999-2000 and continuing each school year thereafter, conditioned upon a teacher's irrevocable election to make contributions to the Michigan Public School Employees Member Plan ("MIP") Fund, Johannesburg-Lewiston School District shall pay to the teacher an additional amount equal to the total of the teacher's required contributions to the MIP fund for all compensation he/she receives. Members shall not have the option of receiving MIP contributions directly instead of having such amounts paid by the Employer to MIP.
2. For bargaining unit members not participating in MIP, the Employer shall pay an equal amount to a tax-deferred annuity of the individual teacher's choice.
3. Payments will be made in October, January, April and July.

There will be a 1.1% off schedule increase added to each teacher's salary. The increase will be based on the 2006-07 Salary Schedule, and will be determined by their individual position on the schedule. That amount will continue to be added each year for the duration of this three-year contract.

Example:	\$40,000 = 440 for year 1	Total \$40,440
	\$440 for year 2	Total \$40,880
	\$440 for year 3	Total \$41,320

The total increase for the three-year period ending in 2009-2010 (\$1,320 in the above example) will remain part of each teacher's salary for the duration of their employment at Johannesburg-Lewiston Area Schools.

Staff hired in years two (2008-09) and/or three (2009-10) will follow the same example as above.

A \$400.00 off schedule salary payment will be paid annually to each teacher beginning with 2010-2011.

DEFERRED DAYS OF COMPENSATION

2010-2012

Teachers will earn one (1) deferred day of compensation in each year of the contract, to be paid at their daily rate at the time they retire from Johannesburg-Lewiston Area Schools. To qualify for the deferred day(s), the teacher must also have been employed with the District by July 1, 2010. The teacher must be eligible, apply, and be accepted for retirement with the Michigan Public School Employees Retirement System.

JOHANNESBURG-LEWISTON AREA SCHOOLS

SCHEDULE A

2010-2011 Salary Schedule					
STEP	BA	BA+20	BA+30 MA	MA+15	MA+30 SPEC
0	\$32,022	\$33,144	\$34,271	\$35,459	\$36,877
1	\$33,174	\$34,339	\$35,505	\$36,736	\$38,204
2	\$34,367	\$35,573	\$36,782	\$38,057	\$39,580
3	\$35,607	\$36,551	\$38,106	\$39,427	\$41,006
4	\$36,887	\$38,181	\$39,478	\$40,848	\$42,481
5	\$38,215	\$39,556	\$40,901	\$42,318	\$44,011
6	\$39,591	\$40,981	\$42,373	\$43,842	\$45,594
7	\$41,016	\$42,455	\$43,897	\$45,420	\$47,237
8	\$42,494	\$43,986	\$45,478	\$47,055	\$48,937
9	\$44,023	\$45,567	\$47,113	\$48,750	\$50,698
10	\$45,609	\$47,208	\$48,811	\$50,504	\$52,523
11	\$47,250	\$48,908	\$50,568	\$52,324	\$54,414
12	\$48,950	\$50,668	\$52,389	\$54,205	\$56,372

2011-2012 Salary Schedule					
STEP	BA	BA+20	BA+30 MA	MA+15	MA+30 SPEC
0	32,342	33,476	34,614	35,814	37,246
1	33,506	34,682	35,860	37,103	38,586
2	34,711	35,929	37,150	38,437	39,976
3	35,963	36,916	38,487	39,822	41,416
4	37,256	38,563	39,873	41,257	42,905
5	38,598	39,951	41,310	42,741	44,451
6	39,987	41,391	42,796	44,281	46,050
7	41,426	42,880	44,336	45,874	47,709
8	42,919	44,425	45,933	47,525	49,426
9	44,463	46,023	47,585	49,237	51,205
10	46,065	47,680	49,299	51,009	53,048
11	47,722	49,397	51,073	52,847	54,958
12	49,439	51,174	52,913	54,747	56,936

LONGEVITY

Longevity is defined as years of service at Johannesburg-Lewiston Area Schools for all persons hired after July 1, 1996. Placement on the salary schedule does not constitute longevity in the district. The annual rate of longevity pay shall be based upon the teacher's Schedule "A" salary, according to the following schedule:

- 5% commencing at 14 years in the district
- 6.5% commencing at 16 years in the district
- 7.5% commencing at 21 years in the district
- 8% commencing at 25 years in the district
- 1% additional commencing at 28 years in the District*

*Twenty-eight (28) years can be a combination of time purchased from MPSERS plus longevity at Johannesburg-Lewiston Area Schools as per contract language.

It is the responsibility of the individual staff member to advise the Superintendent when they have reached 28 years of service as defined above.

SCHEDULE B

I. Salaries under this part will be determined by using a percent of the step of the BA Salary Schedule column which reflects the number of years experience the teacher has in the specific duty at Johannesburg-Lewiston through the tenth (10) step. Annual assignments of Schedule "B" activities are at the sole discretion of the Board.

ACTIVITY	PERCENT	GROUP
Head Football	11.5	A
Assistant Football	8	A
JV Football	8	A
JV Assistant Football	5.5	B
Head Basketball	11.5	A
JV Basketball	8	A
Freshmen Basketball	6.5	B
Middle School Basketball	4.5 (per team)	B
Varsity Volleyball	10	A
JV Volleyball	7	A
Girl's Track	8	A
Boy's Track	8	A
Baseball	8	A
Softball	8	A
JV Baseball	4	A
JV Softball	4	A
Boy's Middle School Track	3	B
Girl's Middle School Track	3	B
Cheerleading		
Varsity & JV Football	5	
Varsity & JV Basketball	5	
Middle School	2	
Clubs	2	
Yearbook	6	
Band	8.5	
Pep Band	2	
Plays (minimum 2 productions)	5	
Elementary Programs	2	

ACTIVITY	PERCENT	GROUP
Senior Sponsor	6	A
Will be required to accompany seniors on class trip.		
Junior Sponsor	3.5	A
Sophomore Sponsor	3	A
Freshmen Sponsor	2	A
All Other Sponsors	2	A
Middle School camp		
one (1) per building	3	
Knowledge Bowl - Team A	4	
Odyssey of the Mind		
K-5 Johannesburg	3	
K-5 Lewiston	3	
6-12 Johannesburg-Lewiston MS/HS	3	

A - Specific duties where all years of experience are counted.

B - Years of experience will count only when advancing one step.

Note - All years of experience will count when moving down to any other position within that sport.

Athletic Director	
High School	10
Middle School	2
Playground and/or recess	\$18.00/hour
Driver Education	\$18.00/hour
Adult Education Classes	\$18.00/hour

II. Only the following fall sport coaches and summer band camp are eligible for summer pay – Boy’s High School Football and Girl’s High School Volleyball - 1.5% additional.

III. Athletic Director is administrative in nature and is not guaranteed to teachers.

IV. EA members who are authorized to provide team transportation to games with their personal vehicles will be entitled to reimbursement at the rate of twenty-eight (28) cents per mile.

V. Comp Time

1. For every seven (7) hours that a regular Johannesburg-Lewiston teacher substitutes, he/she will accrue one (1) day of comp time. Any one teacher may accrue up to three (3) comp days during one school year. A comp day must be taken in 1/2 or full day increments with a three-day notification request to the building principal.
2. If more than three (3) teachers are requesting comp time for the same day, the availability of substitutes will be the determining factor. This is to be determined by the respective building principal.
3. Any or all comp time hours may be cashed in at \$18.00 per hour at the end of each school year.
4. Comp time will be accrued on a semester by semester basis and added to that individuals available time beginning with each succeeding semester.
5. A regular teacher substituting in a classroom for another teacher (including elementary teachers) will receive \$18.00 per hour, unless specified by the substituting instructor as comp time, or if said teacher has already accrued 21 comp hours during that particular school year.
6. Maximum carryover of 3 comp days per year.

VI. The Board shall provide without cost to the bargaining unit member, MESSA Plan A for a full twelve (12) month period for the bargaining unit member and his/her entire family. The Employer shall sign an Employer Participation Agreement. Bargaining unit members not electing MESSA Plan A shall receive MESSA Plan B. Any amounts exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

Plan A for Employees Needing Health Insurance:

Health	Choices II PPO
	\$200/\$400 Deductible
	\$10/\$20 Rx

Long Term Disability	66 2/3% \$3,000 Maximum Monthly Benefit 60 Calendar Day - Modified Fill Freeze on Offsets Alcoholism/Drug Waiver - Same as any other illness Mental/Nervous Waiver - Same as any other illness
Delta Dental	80/80/80:\$1,300*; or 50/50/50:\$1,300* (COB) (Class I & II Maximum at \$1,000) (Plan Year: July 1 through June 30)
Negotiated Life	\$30,000 AD&D
Vision	VSP-3 (Plan Year: July 1 through June 30)

Plan B For Employees Not Needing Health Insurance:

Long Term Disability	Same as above
Delta Dental	Same as above
Negotiated Life	Same as above
Vision	Same as above

*Lifetime maximum for Delta's Class III Benefits

1. The Employer shall provide a cash option in lieu of health benefits with Plan B. The yearly cash amount shall be \$2,600. The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

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

The program will become effective September 1, or a date not more than ninety (90) calendar days from the date of this Agreement. Benefits currently being provided to bargaining unit member employees shall continue as is until the newly negotiated benefits program is in effect.

VII. Rates for teachers working ball games:

a. Selling tickets	\$8/event
b. Timekeeper	\$10/event
c. Scorekeeper	\$10/event
d. Working at Football Games	\$8

For the purposes of the above rates, an event is defined as two (2) basketball games played during the same evening under one admission.

VIII. Compensation for large academic class loads except for band and study hall is as follows:

1. Elementary (K-5) shall have a maximum class size of 30 pupils.
2. Middle school (6-8), and high school classes except life management, industrial arts, and art; shall have a maximum class size of 30 pupils. Life management, industrial arts, and art classes shall have a maximum class size of 25 pupils. Sixth grade band shall have a maximum class size of 35 pupils.
3. It is agreed by the Association and the Board of Education that combining more than one grade level in a single academic classroom is not educationally sound. If it becomes unavoidable to have students from different grade levels in the same classroom requiring lessons aimed at more than one grade level, then the maximum class size shall be 20 pupils, unless classroom space is not available and then the maximum shall be 25 pupils.
4. Items 1 and 2 above shall be calculated on the fourth Friday count of each semester and payment made at the end of each semester.

Teachers who are assigned classes which exceed these maximum limits shall receive additional compensation for those class hours that the class size is actually exceeded. Teachers who are assigned classes which exceed these maximum limits shall receive hourly compensation at the following rate per pupil over the maximum:

$$\text{Compensation} = \frac{1/2 \text{ Teacher's Base Salary}}{180 \times 6 \times \text{Maximum Load}}$$



JOHANNESBURG-LEWISTON AREA SCHOOLS

2010-2011 CALENDAR

**Classes begin at 8:00 a.m. in Lewiston and conclude at 2:44 p.m.
Classes in Johannesburg begin at 8:20 a.m. and conclude at 3:04 p.m.**

Tuesday	August 31	Teacher In-Service
Wednesday	September 1	Teacher In-Service ISD
Thursday	September 2	Teacher Orientation 8:00 a.m. – 12:00 Noon
Tuesday	September 7	First Day of School
Friday	October 8	1 st Quarter Progress Reports Sent Home [Due 10/5]
Friday	November 5	End of 1 st Marking Period
Friday	November 12	Parent/Teacher Conference ½ Day
Monday	November 15	No School – First day hunting season
Wednesday	November 24	Thanksgiving Break – ½ Day
Thursday	November 25	Thanksgiving – No School
Friday	November 26	Thanksgiving Break – No School
Friday	December 10	2 nd Quarter Progress Reports Sent Home [Due 12/7]
Thursday	December 23	Christmas Break Begins – No School
Monday	January 3	Classes Resume
Friday	January 21	End of 1 st Semester – ½ Day
Friday	January 28	Parent/Teacher Conference ½ Day
Monday	February 21	Mid-Winter Break/President's Day – No School
Friday	February 25	3 rd Quarter Progress Reports Sent Home [Due 2/23]
Friday	March 25	End of 3 rd Marking Period
Monday	April 4	Spring Break Begins
Monday	April 11	Classes Resume
Friday	April 22	No School - Good Friday
Friday	May 6	4 th Quarter Progress Reports Sent Home [Due 5/3]
Monday	May 30	Memorial Day – No School
Friday	June 3	Graduation
Wednesday	June 8	End of 2 nd Semester – ½ Day Last Day of School



JOHANNESBURG-LEWISTON AREA SCHOOLS

2011-2012 CALENDAR

**Classes begin at 8:00 a.m. in Lewiston and conclude at 2:44 p.m.
Classes in Johannesburg begin at 8:20 a.m. and conclude at 3:04 p.m.**

Tuesday	August 30	Teacher In-Service
Wednesday	August 31	Teacher In-Service ISD
Thursday	September 1	Teacher Orientation 8:00 a.m. – 12:00 Noon
Tuesday	September 6	First Day of School
Friday	October 7	1 st Quarter Progress Reports Sent Home [Due 10/4]
Tuesday	November 1	Teacher In-service – No School
Friday	November 4	End of 1 st Marking Period
Friday	November 11	Parent/Teacher Conference ½ Day
Tuesday	November 15	No School – First day hunting season
Wednesday	November 23	Thanksgiving Break – ½ Day
Thursday	November 24	Thanksgiving – No School
Friday	November 25	Thanksgiving Break – No School
Friday	December 9	2 nd Quarter Progress Reports Sent Home [Due 12/6]
Thursday	December 22	Christmas Break Begins – No School
Tuesday	January 3	Classes Resume
Friday	January 20	End of 1 st Semester – ½ Day
Friday	January 27	Parent/Teacher Conference ½ Day
Monday	February 20	Mid-Winter Break/President's Day – No School
Friday	February 24	3 rd Quarter Progress Reports Sent Home [Due 2/21]
Friday	March 23	End of 3 rd Marking Period
Monday	April 2	Spring Break Begins
Monday	April 9	Classes Resume
Friday	May 4	4 th Quarter Progress Reports Sent Home [Due 5/1]
Monday	May 28	Memorial Day – No School
Friday	June 1	Graduation
Thursday	June 7	End of 2 nd Semester – ½ Day Last Day of School

CALENDAR LANGUAGE

The length of the school calendar will be 179 days. The calendar will reflect 179 days of instruction and ½ day of orientation prior to the beginning of each school year. Included in the total will be the following: (built in, not added on)

1. One (1) 1/2 day record day at the end of each semester.
2. One (1) 1/2 day off before the Thanksgiving break.

In addition to the above, Professional Development days (PDD) will be added as follows, unless legislation changes the number and/or date of compliance. The subject of these Professional Development days will be planned jointly by the Administration and the JLEA. Placement on the calendar will also be planned jointly.

- #1 PDD for the 1999-2000 school year
- #2 PDD for the 1999-2000 school year
- #3 PDD, possibly a full day, for the 2000-2001 school year
- #4 PDD for the 2001-2002 school year
- #5 PDD for the 2002-2003 school year

The first two (2) PDDs were negotiated in the 1996-1999 contract. PDDs three (3) through (5) were negotiated in the 1999-2003 contract.

No professional development days will be scheduled after April 15 of any school year, except in the case of an emergency or state mandate.

Each teacher is expected to accumulate the equivalent of five (5) days of professional development using the current state definition of what constitutes a day and professional development. Upon completion of said hours, the teacher has met their professional development requirements.

To fulfill the Professional Development Days (PDD) requirement, the following breakdown will be used:

- 2 days will be held prior to the start of school
- 1 day will be the day after Halloween when that day is a school day. In the years when it is a weekend day, another weekday near that time of year will be selected. Wednesdays will be the first choice depending on PD topic and speaker availability.
- The equivalent of up to one day will be accumulated from the appropriate staff meeting agendas during the school year.

- 1 day can be any number of opportunities as selected by teacher and following the Michigan Department of Education guidelines and approved by the building administrator.

APPENDIX A

TEACHER FORMAL OBSERVATION FORM "A"

Name of Teacher:

Lesson to be Observed:

Date:

Time:

Grade:

Subject:

Objective:

Below is a listing of the evaluator's criteria.

1. Evidence of Preparation and Planning:

2. General Classroom Organization (examples: Gradebook, Attendance, and Plan Book)

TEACHER FORMAL OBSERVATION FORM "A"
PAGE 2

3. Strives to Motivate Students

4. Displays Enthusiasm for Teaching

5. Encourages Student Participation

TEACHER FORMAL OBSERVATION FORM "A"
PAGE 3

6. Knowledge of Subject Matter

7. Uses a Variety of Teaching Methods

8. Creates Classroom Atmosphere Conducive to a Good Learning Situation/Classroom Management

TEACHER FORMAL OBSERVATION FORM "A"
PAGE 4

9. Communicates with Parents

**10. Accepts Responsibilities Other Than Those Which are Specifically
Classroom Oriented**

11. Professional Conduct and Appearance

**TEACHER FORMAL OBSERVATION FORM “A”
PAGE 5**

12. Attendance and Assistance at School Functions During and After School Hours

13. General Comments, Observations, and Suggestions for Improvement

Teacher’s Signature Date _____
Principal’s Signature Date

Signature documents receipt of this report, not necessarily agreement with its contents.

It is important to note that the final evaluation is based on classroom performance, formal and informal observations, and the teacher’s contribution to the total school atmosphere. The final evaluation form will provided by May 1.