

MASTER AGREEMENT

between the

ATHERTON EDUCATION ASSOCIATION

and the

ATHERTON BOARD OF EDUCATION

2015-2018

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PROFESSIONAL AGREEMENT

This Agreement entered into this first day of September 2013, by and between the Atherton Education Association, a voluntary, Michigan Corporation, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the School District of Atherton, the City of Burton, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Atherton is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise in formulating policies and programs designed to improve educational standards, and

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

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

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

**ARTICLE I
Recognition**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated or professional personnel whether under contract, on leave, or on a per diem hourly or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative.

Such representation shall exclude day to day substitutes, superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, athletic director, and any other personnel engaged fifty percent (50%) of the time in the direct administration and supervision of professional personnel. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit as above defined.

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

**ARTICLE II
Association and Teacher Rights**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or 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 the Act or other laws of Michigan or the Constitution 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, the teacher's participation in any activities of the Association or collective professional negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The local Atherton Education Association and its representatives shall have the right to use school buildings at all reasonable after school hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore, provided that this shall not interfere with or interrupt normal school operations.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district intra-mail service and teacher mail boxes for communications to teachers.
- F. The Board agrees to make available to the Association in response to reasonable requests all public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- G. The Board may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board shall not submit any proposal for additional operational or building millage without prior consultation with the Association.
- H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex and/or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex and/or marital status.
- I. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- J. The Board shall place on the agenda of each regular board meeting as the first or second item for consideration under "new business" any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's Office six (6) calendar days prior to said regular meeting.
- K. The Association shall have a maximum of eleven (11) days total each school year of released time without loss of pay for officers, delegates, committee chairpersons, and/or members to take part in business which pertains to the Association. The Association President shall make all requests on behalf of Association members. The Association shall provide at least five (5) days prior notice. The Association shall pay the substitute fee. Substitutes will be obtained through regular channels.

ARTICLE III
Board Rights and Responsibilities

The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this contract. This contract shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer, but not in conflict with the specific provisions of this contract.
2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this contract.
3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein, but not in conflict with the specific provisions of this contract.
4. Adopt rules and regulations, but not in conflict with the specific provisions of this contract.
5. Determine the qualifications of employees, but not in conflict with the specific provisions of this contract.
6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities, but not in conflict with the specific provisions of this contract.
7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of this contract.
8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations, but not in conflict with the specific provisions of this contract.
9. Determine the size of the management organization, its functions, authority, amount of supervisions and table of organization, but not in conflict with the specific provisions of this contract.
10. Determine the policy affecting the selection of employees, but not in conflict with the specific provisions of this contract.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV
Payroll Deductions

- A. Upon proper written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, United Way, and any other plans or programs jointly approved by the Association and the Board.

ARTICLE V
Teaching Hours and Class Load

- A. The school day for teachers in the senior high and middle school shall be a continuous block of seven (7) hours with not less than a thirty-minute (30) duty-free lunch period. The school day for teachers in the elementary schools shall be a continuous block of seven (7) hours and thirteen (13) minutes with not less than a forty-minute (40) duty free lunch period.

Teachers, as a rule, shall report ten (10) minutes before the beginning bell and shall be permitted to leave ten (10) minutes after the final bell of the teacher's school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or holiday recesses the teacher's day may end at the close of the pupils' day. Teachers will be required to attend two evening parent teacher conferences per semester. The evening conferences shall not exceed three hours each evening. The week in which said conferences occur will conclude with a half (1/2) day of school for students and teachers on Friday. Teachers who miss an evening parent-teacher conference will be charged three (3) hours against their sick bank. Teachers may be asked to attend additional evening activities on a voluntary basis to be paid at the professional development stipend rate (Example: building open house or art fair). Notification of dates shall be given no later than the first week of the semester in which the function occurs. Teachers shall have the option of taking three (3) half (1/2) hour early dismissal times during the week in which the function occurs or the following week, at the teacher's choice. If a teacher opts to take the half (1/2) hour early dismissal time, it can be taken only after the regularly scheduled classroom activity ends.

- B. Subject to the Letter of Understanding regarding the PLA, dated November 28, 2011, the normal weekly teaching load in Grades 7-12 will be six (6) or seven (7) equal periods. On a six-period (6) day, teachers may be assigned twenty-five (25) teaching periods per week. On a seven-period (7) day, teachers may be assigned thirty (30) teaching periods per week.

Assignment to a supervised study period or a regularly scheduled activity period shall be considered a teaching period for purposes of this Article.

An in-school suspension program which is non-instructional in nature may be staffed by certified or non-certified personnel, who shall not be a bargaining unit member.

- C. The Elementary School may have class periods of various time lengths. No teacher shall be assigned more than five preparations in classes in which letter grades are given.
- D. Each elementary teacher shall have regularly scheduled planning periods during their seven (7) hour and (13) thirteen minute day, amounting to a minimum of two-hundred forty (240) minutes per week and in scheduled blocks of no less than thirty (30) minutes each. Elementary teachers shall be free of student supervision during the time(s) when their students are scheduled for Art, Music, P.E. and Computers. Assignment to supervision of students during recess periods shall be voluntary and considered extra duty for extra pay.

In cases where supervision is not provided through voluntary action, assignment shall be made on a rotating basis. Payment shall be either at the rate of fifteen dollars (\$15) per hour or an equal number of minutes in early teacher dismissal as mutually agreed upon by the teacher and the principal.

- E. Teachers of music, art, and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
- F. Departure from these norms are to be of an emergency nature. Anything other than emergencies will be discussed with the Association for final agreement. The matter may be processed through the professional grievance procedure hereinafter set forth.
- G. The Board recognizes the principle of a standard forty-hour (40) work week excluding a lunch period. This work shall include regular teaching duties, planning and preparation time, faculty meetings, in-service meetings, curriculum meetings, meetings with parents and all other duties and functions which are a

contractual part of the teacher's position. The scheduling and assignment of work hours shall be prepared by the building supervisor.

- H. Kindergarten teachers who may be required to work an additional evening per semester for parent/teacher conferences will be reimbursed at the hourly rate indicated in the School Improvement article.
- I. Any teacher asked to substitute on a planning period shall be paid fifteen dollars (\$15) per hour. Any elementary teacher asked to substitute for another teacher by taking children into the classroom shall receive the fraction of fifteen dollars (\$15) per hour that corresponds to the fraction of the class placed in the classroom. All such duty will be voluntary.
- J. In cases where declining enrollment, loss of revenues, or other major changes in conditions cause the Board to consider major changes in any teacher's (s') wages, hours, and working conditions, the Board agrees, upon Association request, to negotiate with the Association as such changes affect the wages, hours, and working conditions of teacher(s). The appropriate remedy for a violation of the above shall be an unfair labor practice charge.
- K. Nothing in this article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to severe weather causing hazardous travel conditions, teachers shall not be required to report for duty. If school is closed due to extreme cold temperatures which may endanger students waiting at bus stops the Administration/Board will notify teachers at least 90 minutes prior to the beginning of the school day if Professional Development activities will take place. This will allow adequate time for staff to arrange child care, get ready and travel safely to well heated buildings.
- L. It is understood by both parties that only the minimum increase in hours necessary to meet state mandates for the duration of the contract will be implemented. An equal number of subcommittee members of the board and the association will be established to implement the minimum increase in hours necessary to meet state or federal mandates.
- M. No more than one (1) mandatory staff meeting will be scheduled per month after school. The staff meeting will not exceed sixty (60) minutes starting ten (10) minutes after student dismissal time. If the building administrator desires an additional staff meeting, notification will be sent to the Superintendent and the Association President for review.

**ARTICLE VI
Teaching Conditions**

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

The Board agrees with the philosophy that the pupil/teacher ratio of the same class of all levels, K-12, will be equalized, where possible, as soon as possible after the first official fourth Friday enrollment count or sooner if possible. The recommended maxima are as follows: Class sizes will be equalized at the elementary level as soon as possible after the start of school.

The administration will take action prior to the fourth Friday when a teacher's class exceeds thirty (30) students and is greater than two (2) students between teachers in the same grade between buildings.

Kindergarten	25 Pupils
Elementary Grades	25 Pupils
Special Education Classes	15 pupils
Sight-saving & hearing classes	12 pupils

Emotionally disturbed classes 9 pupils

The maximum class size per teacher in the secondary schools shall be recommended as follows:

Art	25 pupils
Business Lab	In accordance with State guidelines
Drafting	25 pupils
English	25 pupils
General Education	25 pupils
Physical Education	40 pupils
Health Education	25 pupils
Homemaking	20 pupils
Hygiene	25 pupils
Industrial Arts	20 pupils
Language	20 pupils
Mathematics	25 pupils
Music	35 pupils
Pool	30 pupils
Science	25 pupils
Social Studies	25 pupils
Typing	30 pupils
Vocational Shops	20 pupils

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. Further, efforts shall be continued to seek and use textbooks and supplementary reading materials which correlate directly with the program adopted by all parties and which contain the contribution of minority groups to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.
- C. The Board shall make available in each school, exclusively for teacher use during the school day, an adequately furnished nonsmoking lounge/lunchroom, restrooms and lavatory facilities. Provisions for such facilities will be made in all future buildings.
- D. Telephone facilities shall be made available to teachers for their reasonable use (local calls only).
- E. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- F. In schools where continuous cafeteria service for teachers is not available, a stove and refrigerator will be available for teachers' use.
- G. Adequate off street, paved parking facilities shall be provided and properly maintained and identified exclusively for teacher use.
- H. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- I. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- J. Teachers are expected to have personal conferences with parents each semester in addition to the usual conferences during regularly scheduled open houses. At each scheduled faculty meeting each principal may circulate a form for teachers to indicate the names of parents and students and the nature of the contact (discipline, honors, absenteeism, poor study habits, etc.) To insure privacy for these conferences, a telephone will be installed in each building as follows: Senior high – teachers' lounge, Middle School – professional

library; Van Y – a desk, chair, and writing materials will be provided in the workroom which currently has a telephone.

- K. The parties recognize that students having special physical, mental, and emotional problems may require special education experiences.
- L. Special attention shall be given by the administrators and board where special students are placed in a regular classroom.
- M. In the event that a student with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend school, selected persons within the district shall have knowledge of the student's condition including the principal, school nurse, classroom teacher(s) and other appropriate staff. Such persons shall be notified in advance of the student's placement and/or return to school. The Board will provide the Association, prior to said student's placement and/or return, notice and opportunity to bargain on the impact on the working conditions and health and safety of bargaining unit members.
- N. The district will provide to all staff through professional development during the school year reasonable training prior to the implementation of any new hardware and/or software and/or implementation of any unused programs of existing hardware and/or software.

**ARTICLE VII
Professional Qualifications and Assignments**

- A. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study provided that such assigned teachers shall have a valid Michigan teacher's certificate.
- B. The Board shall, at all times, adhere as closely as possible to the accreditation standards under the State of Michigan and/or the North Central Association pursuant to ARTICLE XV, Section G.

**ARTICLE VIII
Vacancies, Promotions, and Transfers**

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association, and provide for appropriate posting in every school building. In addition, posting of vacancies which begin and/or end during contractual holiday recesses and/or summer breaks will also be recorded on the district website.

“Vacant positions” is defined as a newly created position or a position vacated through request for reassignment, transfer, retirement or resignation.

Teachers are required to apply for the position in writing.

- B. Request by a teacher for transfer to a different class, building, or position shall be made in writing and shall be filed with central office and one (1) copy with the Association by March.

The application shall set forth the reasons for the requested transfer, the school building, the grade or position sought, and the applicant's academic qualifications. Such request shall be renewed once each year to assure active consideration by the administration. Teachers may submit an additional written request in the event a position becomes open or if new positions are created.

ARTICLE IX

Leave Pay

A. At the beginning of each school year each teacher shall be credited with twelve (12) days of leave to be used as needed. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:

1. Personal illness or disability, the teacher may use all or any portion of the leave to recover from the teacher's own illness or disability, which shall include childbirth, complications of pregnancy and adoption procedures. In addition, a teacher may use leave under this Paragraph for illness or disability of a child or spouse. In case of excessive absences, the Board of Education shall have the right to have an examination by an agreed to physician.
2. Death in the immediate family which includes parents, spouse, parents of spouse, brothers, sisters, children, grandparents and grandchildren.
3. To care for an immediate family member with a serious health condition, as defined by the Family Medical Leave act, 29 USC Chapter 28.

The Board is to have discretionary authority in unusual cases.

Effective September 1, 1996, for all sick days that an employee would have accumulated up to sixty-five (65) days a year (ninety (90) days for those teachers grand fathered in 1970-1971), the district shall credit the employee with a twenty-five dollar (\$25) credit per sick day upon retirement or resignation.

B. At the beginning of the 2008-2009 school year during open enrollment in the fall, teachers will have the option to sign up to receive payment by the district in the amount of twenty-five dollars (\$25) a day for six (6) of the twelve (12) sick days they receive. The district would deposit the payment into an approved 403 (b) vendor of the teacher's choice on the last day of that same school year.

If, during the school year the teacher was required to use some or all of the six (6) days for which they opted to receive payment, the teacher will receive payment on the last day of that same school year for the portion of the six (6) days they did not use. For example:

- Example 1: if an individual opts into the program and uses four (4) sick days, six (6) sick days will be placed into the teacher's sick bank, and two (2) days will be paid out at twenty-five dollar (\$25) per day into the 403(b).
- Example 2: if an individual opts into the program and uses two (2) sick days, six (6) sick days will be placed into the teacher's sick bank, and four (4) days will be paid out at twenty-five (\$25) per day into the 403(b) plan.
- Example 3: if an individual opts into the program and uses six (6) sick days, six (6) sick days will be placed into the teacher's sick bank, and no days will be paid out to a 403(b) plan.
- This plan will not change the current balance in any teacher's accrued sick day bank.

C. Two (2) days personal leave may be granted by obtaining written approval of the Principal and the Superintendent. A personal day will be granted for a full half day when approved. At the end of each school year, a teacher's unused personal days shall be added to his/her accumulated sick days.

If a teacher, after using his/her two (2) personal business days stated above, needs up to three (3) additional personal days due to an emergency or a personal situation that can only be addressed during work time, these additional personal days may be granted by the Superintendent. Any additional days will be deducted from the teacher's sick days.

D. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave may be renewed by the Board each year upon written request by the teacher.

- E. A teacher called for jury duty shall be compensated for the difference between teaching pay and the pay received for the performance of such obligation.

**ARTICLE X
Sabbatical Leave**

Professional Study – An instructional employee who has been employed under contract for three (3) years or more, upon written request, may be granted a leave of absence for study for one (1) year without salary but with insurance benefits provided; however, the Board shall not be held liable for death or injuries sustained by any teacher while on a sabbatical leave. Written request must be submitted by March 1 preceding the September in which leave would begin and will not become effective until agreed to by both parties. Upon return, said teacher will be given his/her former position or a position mutually agreed upon by both parties. In the event that his/her former position is no longer part of the curriculum, he/she will be given a position in the system that has been agreed upon by both parties.

**ARTICLE XI
Unpaid Leaves of Absence**

- A. A leave of absence shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teachers’ Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system.
- B. A leave of absence may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities.
- C. A leave of absence shall be granted to any teacher, upon application, for the purpose of serving as an officer of the Association or on its staff.
- D. A leave of absence shall be granted to any teacher for the purpose of child care.
- E. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.
- F. Duration of leaves shall be up to one (1) year. A teacher may apply for a one-year (1) extension subject to Board approval.
- G. Leaves of absence under this Article shall commence at the beginning of a semester unless agreed to by the Board except those which commence at the end of a disability period.

RETURN PROCEDURE

- H. Upon return from such leaves, a teacher shall be placed at the same position on the salary schedule as if he/she would have taught in the system during such period to a maximum of one (1) year.
- I. Teachers on leave shall notify the Board by certified mail not less than forty-five (45) school working days prior to the expiration of such leave (for example, a teacher returning to work on September 1 must notify the employer by April 1) of their intent to return to employment, request to extend the leave, or terminate employment.
- J. The Board shall notify the teacher, by certified mail, of an available position
- K. Teachers on approved leaves of absence shall retain all seniority accrued prior to the beginning of the leave. Regardless of the length of the leave, teachers can accrue up to eight (8) weeks of seniority while on an approved leave of absence.

ARTICLE XII
Academic Freedom

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of the individual personality. Therefore, the standards of professional responsibility as set forth in the Code of Ethics of the Education Profession will be a safeguard to the legitimate interests of the schools and its teachers.

ARTICLE XIII
Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directives adopted by the Board and its representatives, including teaching the required body of knowledge, identified as the core curriculum, which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Board recognizes that the Association supports professional behavior and dress. The parties recognize that willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or deficiencies shall be promptly reported to the offending teacher. The Association will attempt to assist the teacher in the correction.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of 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 representative of the Association is present. In a conference between a teacher and an administrator that may lead to the discipline of that teacher, the above provisions are applicable.
- D. A teacher shall receive a copy of any disciplinary action that is to be placed in his/her personnel file and may respond, in writing, within ten (10) school days from the receipt of such materials. A teacher shall be advised that written warnings and reprimands may be placed in the teacher's personnel file.

ARTICLE XIV
**Reduction in Personnel, Scheduling, Staffing and Annexation or
Consolidation or Other Reorganization of the District**

- A. In the event that this district shall be combined with one (1) or more districts, the board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- B. No later than thirty (30) days following the ratification of this agreement, the Administration shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit. Part-time teachers who teach fifty percent (50%) of the academic load or less will accrue seniority on a fifty percent (50%) half-time basis. Full-time teachers teaching more than fifty percent (50%) of the academic load will accrue seniority on a full-time (100%) basis. All teachers shall be ranked on the list in the order of their effective date of employment as determined by the date the original, individual contract was signed. In the circumstances of more than one individual having the same effective date of employment, employment determination will be by alphabetical order, by surname on date of hire.

- C. The seniority list shall be published and posted in all buildings of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- D. All seniority is lost when employment is severed by resignation, retirement, and discharge; however, seniority is retained if severance of employment is due to layoff. In the cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.
- E. The administration shall develop, following consultation with the Association, the educational program for the forthcoming school year, identifying the staffing needs for each building including grade levels, subjects, special education, and the number and title of each position including traveling teachers.
- F. The Board will notify the teachers of their assignments for the next school year by no later than June 1 of each school year.
 - 1. Reassignment shall mean a change of position within a building.
 - 2. Transfer (voluntary or involuntary) shall mean a change from one (1) building to another building. Changes in grade level for elementary specials teachers and K-12 special education teachers shall not be considered reassignments or transfers unless they are from elementary to secondary or secondary to elementary.
 - 3. Teachers who will be affected by a change in grade assignment or departmental assignments will be notified and consulted by their principals as soon as practicable. Such changes will be made voluntarily to the extent possible. Such changes will be based upon academic qualifications.
- G. Notifications of layoff and recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
- H. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.
- I. A laid off teacher may continue health, dental, and life insurance benefits by paying monthly the normal subscriber group rate premium for such benefits by the Board. The superintendent's office will then assist the teacher to get on direct billing.

**ARTICLE XV
No Strike Clause**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by our grievance procedures, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- B. The Association shall refrain from giving any aid, encouragement, or support of any sort to members who are violating the provisions of this section.

**ARTICLE XVI
School Calendar**

For the terms of this Agreement, school calendars shall be as set forth in Appendix A.

ARTICLE XVII
Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All teachers shall be given a maximum of five (5) years credit on the Salary Schedule set forth in Appendix B for full years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. All teachers not at the top of the salary schedule and presently employed effective this salary contract date will be placed on the updated salary schedule. There shall be no retroactivity prior to effective contract date.
- C. A teacher's hourly rate is to be determined by dividing his/her annual regular salary by the number of days he/she is contracted divided by the number of hours for which he/she works per day.
- D. Teachers involved in voluntary extra duty assignments as set forth in Appendix B-1 which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation. (Floats shall not be assigned to a teacher.)
- E. Teachers required in the course of their work to drive personal automobiles from one (1) school building to another shall receive a car allowance at current board rate. Teachers who are regularly assigned to work in more than one (1) building are entitled to a stipend of one-hundred dollars (\$100) per year, to be paid at the end of the school year. Bargaining unit members who previously received mileage for traveling between buildings will continue to receive the mileage allowance.
- F. All teachers may elect to have their pay in twenty-one (21) or twenty-six (26) installments. After the first pay a teacher may not change their election of either the twenty-one (21) or twenty-six (26) pay installment.
- G. Once every school year during the September open enrollment period, each teacher will be given the choice of his/her check being directly deposited into any bank accounts or credit union accounts of his/her choice for that school year.

ARTICLE XVIII
Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

- A. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month (12) period commencing September 1st and ending August 31st. The payments for health insurance premiums shall not exceed the annually adjusted hard cap amounts provided for in Section 3 of Public Act 152, being MCL 15.563. If the insurance premium is less than the annually adjusted hard cap, the difference between the hard cap and the insurance premium will be distributed to the Association members in a manner to be mutually agreed upon by the Association and the District.
- B. The Board shall provide a cash option in lieu of health benefits (the "Cash Payment"). The Board shall develop and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code (the "Plan").

The Board and the Employee shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to a Tax-Deferred Annuity.

The Plan will become effective October 1, 1996. Benefits currently being provided to bargaining unit member employees shall continue as contained in the Collective Bargaining Agreement, up to and after the effective date of the Plan. Should the parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan document shall be amended to reflect these changes.

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

- C. New employees who work less than full-time shall receive a pro-rata contribution towards the cost of fringe benefits. (For example an employee working .6 would receive a sixty percent (60%) subsidy towards the cost of insurance.) If an employee does not pay her/his portion of the benefit subsidy, the district shall not be obligated to pay its portion.
- D. The Board shall provide group life insurance protection with an accidental Death and Disability rider to be paid to the teacher's designated beneficiary in the amount of forty-thousand dollars (\$40,000).
- E. The Board will also provide long-term disability (sixty-six and two-thirds (66 2/3) salary after ninety (90) calendar days continuous absence, with maximum of three-thousand dollars (\$3,000))
- F. The Board shall provide to the employee, MESSA Pak A insurance protections for a full twelve-month (12) period beginning September 1, 2013 and ending August 31, 2014. The Board shall provide the same benefits for the period of September 1, 2014 through August 31, 2015. The Board shall pay all insurance protection costs with the exception of:
 - A pre-tax co-pay equivalent to the difference between the total health insurance premium and the annually adjusted hard cap provided for in Section 3 of Public Act 152.
 - Deductibles
 - Co-pays for prescriptions
 - Co-pays for office visits incurred with any of the insurance protections

Dental Insurance: The Board agrees to provide without cost to each teacher MESSA Delta Dental Care Program including the cost neutral (free) Delta Preferred Option POS (point of service) for each member of the bargaining unit and their eligible dependents according to the following:

Plan C-01	All employees who are covered by an employer paid dental insurance plan with internal and external coordination of benefits.		
Class I/II/III/IV	Ortho Max \$1,300	50/50/50/50	
Plan E-007	All other employees		
Class I/II/III/IV	Class III coverage shall have a maximum of \$1,300		
	Ortho Max \$1,300	80/80/80/80	

The district will provide the DPO-POS to employees provided the cost remains neutral to the district.

Health Insurance: The Board agrees to provide MESSA Choices II (\$300/\$600 deductible, \$20 office visit, Saver Rx Card) plan. The employee may elect single, two-person (2) or full family MESSA Choices II for the employee and his/her eligible dependents including sponsored dependents as defined by the carrier and its underwriter.

Vision Insurance: The Board will provide VSP III for all bargaining unit members and their dependents.

The amount of the Cash Payment received shall be applied by the bargaining unit member to a Tax-Deferred Annuity. The Cash Payment amount shall be two-hundred twenty dollars (\$220) per month for the duration of

this contract paid monthly into the Board approved carrier of the member's choice. To elect a Tax- Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

ARTICLE XIX
Special and Student Teaching Assignments

- A. All teachers shall either post absences on the AESOP system, or call the AESOP system at least 90 minutes prior to the beginning of the school day. Teachers who report absences less than 90 minutes prior to the beginning of the school day must post their absence on AESOP and call their building level administrator to let them know of their absence for the day.

Teachers may notify the administrator by phone, email, or text to the number or email address provided by the administrator.

An "Absence from Service" form must be filled out and returned to the building secretary the first day the teacher returns to work. Forms are available in the office.

When taking a personal day, absence from service form must be signed by the building level administrator prior to arranging a substitute teacher on AESOP.

IEP subs will be arranged by the Central Office Secretary according to the schedule provided by the Special Education Secretary. Except in cases of an emergency, Special Education teachers must contact the Special Education Secretary prior to an IEP for scheduling changes.

- B. Supervisory teachers of student teachers shall be tenured teachers possessing academic preparation who voluntarily accept the assignment and they shall be known as "supervisory master teachers". The parties recognize that "supervisory master teachers" are not supervisory teachers under Public Act 379 of 1965.
- C. Supervisory Master Teachers shall work directly with the University Program Coordinator, assist in developing extensive opportunities for the intern teachers and student teacher to observe and practice the arts and skills of the profession.
- D. The Association agrees to accept intern teachers and student teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.
- E. The Board agrees to provide intern teachers and student teachers with a copy of the most recent accrediting report, texts, guides, building policies, and a copy of this Agreement to assist them during this period.
- F. Moneys appropriated to the school district for the intern teacher and the student teacher will be paid directly to the Master Teacher.
- G. The supervisory Master Teacher shall file a written report and evaluation with the University Coordinator and the Administration with a copy to the intern teacher or student teacher as the University requires.

ARTICLE XX
Student Discipline and Teacher Protection

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of conduct and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child’s desirable characteristics. A teacher must use discretionary force and only when it is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. Procedure for suspension of students from school shall be distributed to students, teachers and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. Other measures, short of suspension, will first be exhausted.
- D. 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/her obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year. In the absence of a published school district policy, teachers shall be free to employ such means of corporal punishment as they shall in their discretion regard as reasonable.

ARTICLE XXI
Student Rights

- A. The education of all children shall be based on the precept that high-quality education is dependent upon providing for a stimulation of the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. To accomplish this, the Board and the Association agree that the students of the district can expect:
 - 1. A free and undistorted view of subject matter with varying points of view.
 - 2. The inclusion of all students regardless of race, color, creed or national origin in the opportunity to participate or benefit under any program not the granting of any discriminatory consideration or advantage.
 - 3. That all confidential information obtained in the course of professional service not be disclosed unless disclosure serves professional purposes or is required by law.
- B. No student shall be permanently excluded from attending school in the district for disciplinary reasons without advising the parents or guardians of the child for the reasons therefore and according a fair hearing if requested. At such hearing, the student may be represented by an attorney and may present evidence and examine or cross-examine witnesses. Before any permanent expulsion of a student, the approval of the superintendent shall be obtained.

ARTICLE XXII
Professional Grievance Procedure

- 1. A “grievance” is a complaint that there is evidence of a violation, misinterpretation or misapplication of provisions as stated in this agreement. No grievance exists if another form is chosen (i.e., Tenure Commission, MERC, EEOC, Civil Rights Commission, etc.)
- 2. The “aggrieved person” is the person or persons making the complaint, or the Association.

3. The term “teacher” includes any individual or group, who is a member of the bargaining unit covered by this contract, or the Association.
 4. A “party of interest” is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
 5. The term “days” shall mean school days except after the end of the school year in which case it shall mean week days.
- A. In the event that a teacher believes there is a basis for a grievance he/she shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative.
- B. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure through the Association on a form signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him/her.
- C. PURPOSE: The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the grievance, as filed. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration.
- D. STRUCTURE: Levels of Grievance Procedure:
1. Level One – The principal of the respective school in which the grievant serves.
 2. Level Two – Superintendent of Schools or designated representative.
 3. Level Three – Board of Education or its designated agent.
 4. Level Four – Arbitration
- E. PROCEDURE: The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1st, the time limits may be reduced in order to effect a solution prior to the end of the school year, or as soon thereafter as is practicable.

PROCEDURE OF GRIEVANCE STEPS:

1. Level One – A teacher with an alleged grievance shall file, in writing, a formal grievance form as provided by the Association to his/her respective principal or immediate supervisor. The aggrieved person may have representation of the Association present at the time of the grievance meeting, if so requested by the teacher.

The grievance must be instigated within ten (10) school days following the alleged violation of the Agreement.
2. Level Two – In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation, he/she may file the grievance with the superintendent of schools. The grievant shall have representation of the Association present at the grievance meeting. The aggrieved must process Level Two within five (5) school days after receiving disposition of Level One.
3. Level Three – If no agreement has been reached at Level Two or no decision rendered within ten (10) school days, the aggrieved person may refer the grievance to a committee of the Board of Education.

The aggrieved person shall file Level Three within five (5) school days after receiving disposition of Level Two.

4. Level Four – In the event the grievant is not satisfied with the decision rendered at Level Three, the Association may file for arbitration under the rules of the American Arbitration Association within twenty (20) days.

The decision of the Arbitrator shall be binding on both parties. The Board and the Association shall not be permitted to assert in such arbitration on any grounds or to rely on any evidence not previously disclosed to the other party in writing.

Teachers who are parties to an arbitration hearing shall suffer no loss of pay or fringe benefits by virtue of their appearance at such a hearing.

5. Limitations of Arbitration:
 - i) The Arbitrator shall have no power to add or subtract from, disregard, alter or modify any terms of this agreement.
 - ii) The Arbitrator shall have no power to rule on any of the following:
 - a) The termination of services or failure to re-employ any probationary teacher.

F. MISCELLANEOUS:

1. A grievance may be withdrawn at any level without prejudice or record. However if, in the judgment of the Association representative, the grievance affects a group of teachers, the Association may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at LEVEL ONE shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reasons of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the Superintendent and the Association, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
7. The cost of the arbitrator shall be shared equally by the parties.

ARTICLE XXIII
Negotiation Procedures

- A. Representatives of the Board and the Association’s committee will meet on one (1) mutually agreed upon day each month prior to the regularly scheduled Board of Education meeting for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

- B. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed.
- C. Between April 1 and April 15, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- E. There shall be three (3) signed copies of the final agreement for the purpose of record. One (1) retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

ARTICLE XXIV
School Improvement

District and building school improvement team representatives serve on a voluntary basis. Minimally, representation on the team shall be determined by P.A. 335. Teams establish their own ground rules and plans to implement P.A. 335 and school accreditation.

The board is committed to continuous in-service and professional staff development in support of the school improvement process. The board will establish funding for the school improvement teams.

As in the past, the Administration will send participants to in-service and other meetings during school time. The teacher(s) will continue to receive their regular pay rate and the Board of Education will hire necessary substitute teachers.

For approved activities beyond the regularly scheduled school day, the Atherton Board of Education will compensate teachers, including the chairperson, at the rate of eighteen (\$18) per hour. If and when the rate of pay in ARTICLE V Section I of the Master Agreement is increased, pay for this process shall be increased accordingly with that figure as a minimum.

Payments are to be made at the end of each semester. Prior approval of the building administrator and accounting of time for reimbursement by the Principal's Office are required.

It must be understood that under no circumstances shall any comments or decisions in improvement meetings be construed as official union positions and nothing shall be construed to change, amend, delete or substitute for any part of the Master Agreement. No decisions made shall change working conditions bargained, intent in bargaining or practices regarding implementation of same.

Any desired changes should be proposed in a special formal request to bargain forwarded to the Association President, agreed to by the Association's Bargaining Team, and ratified by the general membership.

ARTICLE XXV
MENTOR/MENTEE TEACHERS

- 1. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and perform the duties of a Master Teacher as specified in the code.
- 2. Each bargaining unit member in his/her first three (3) or four (4) years in the classroom shall be assigned a Mentor Teacher by the Administration with the consultation of the Association. Mentor Teachers shall be available to provide professional support, instruction, and guidance.

The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Because the purpose of the mentor/mentee match is to acclimate the mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential. However, nothing in this agreement is to be construed to limit the responsibility of Staff to meet legal obligations to report suspected criminal offenses and/or testify regarding inappropriate behavior by a fellow staff member.

3. The mentor teacher shall be knowledgeable in their content area, in educational best practice and in the district’s instructional program. Mentors shall preferably have at least three (3) years of teaching experience in Atherton and five (5) years of total teaching experience. If an insufficient number of tenured members of the bargaining unit volunteer to be Mentor Teachers, the Board may assign a certified educator from outside the bargaining unit.
4. The Administration shall notify the Association when a Mentor Teacher is matched with a probationary teacher (Mentee).
5. The mentee shall be assigned to one (1) mentor teacher at a time.
6. A mentor teacher shall be assigned to only one (1) mentee at a time.
7. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher and mentee after ninety (90) working days. The appointment may be renewed in succeeding years. Mentorship is voluntary and may be discontinued at the option of either party. In the event that a change of mentors is necessary, a new person will be assigned as soon as practicable.
8. Suggested standards for release time for the mentor and the mentee will be the configuration of up to a half (1/2) day per marking period for the first year, and up to a half (1/2) day every semester for the 2nd and 3rd years. Requests for additional released time shall be submitted to building principal. It is also understood that time for discussions and feedback between Mentor Teacher and the probationary teacher will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates.
9. Professional development training required by law or regulation may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the probationary teacher and may require training beyond the contractual work day or work year.
10. The stipend will be paid to the Mentor for the Mentee as follows:

Year 1 of Mentee	\$300
Year 2 of Mentee	\$200
Year 3 of Mentee	\$100
Year 4 if needed	\$100

ARTICLE XXVI
Miscellaneous Provisions

- A. The Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part

of the established policies of the Board. All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copy-written or sold by the district.

- C. If any provisions 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.
- D. Copies of this Agreement titled "Professional Agreement between the Atherton School District and Atherton Education Association" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish copies of the Master Agreement to the Association for its use.
- E. If the Atherton Board of Education makes application or receives an application for a Charter/Academy School, the Board will provide timely notice to the Atherton Education Association.
- F. Each teacher shall have the right upon request to review the contents of his/her own personnel file in accordance with Board Policy 8320. A representative of the Association may be requested to accompany the teacher in such review.
- G. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

APPENDIX A
2015-2018 School Calendars Attached

09/21/2015 14:35 1-989-872-4508

MEA CASS CITY

PAGE 01

09/21/2015 11:00 ATHERTON SCHOOLS

(FAX)810 591 1926

P.001/001

Master Agreement between the Atherton Education Association and the Atherton Board of Education 2012-2015 / 061014

ARTICLE XXVII
Duration of Agreement

This Agreement shall be effective and retroactive to September 1, 2015, and shall continue until the 31st day of August, 2018. The salary schedules attached to this document are for the 2015-2018 school years.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION:

BOARD OF EDUCATION:


Matt Hyslop (AEA President)


Craig Lantey (President)



Ethel Johnson (MEA UniServ Director)


Bette Bigsby (Vice President)



Michelle Turner (AEA Negotiations Committee)


Sandra Talbot (Secretary)


Jackie Reid (AEA Negotiations Committee)


Scott Hynes (Treasurer)


Donald Embury (Trustee)


Paul Hildreth (Trustee)

Lee Clifford (Trustee)

When conditions not within the control of the Board, such as but not limited to, severe storms, fires, epidemics or health conditions, or an Employer directive results in the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days when school is closed due to unforeseen conditions not within the control of school authorities shall not be rescheduled except to the minimum required by law. Said make-up days shall be added consecutively to the end of the instructional year. Make up of instructional days shall be only as necessary for the school district to satisfy legal requirements on a building by building basis rather than district-wide basis as permitted by law. Bargaining unit members are required to work the make-up days, and shall not receive an increase in salary above the contracted amount. Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day except for additional per diem pay.

Atherton Community Schools 2015-2016 District Calendar

Student Days = 180
Teacher Days = 184

- Vacation Period, Holiday
- 1/2 day for Students
- Teacher PD-No Students

AUGUST					SEPTEMBER									
M	T	W	TH	F	M	T	W	TH	F					
						1	2	3	4					
					7	8	9	10	11					
					14	15	16	17	18					
24	25	26	27	28	21	22	23	24	25					
31					28	29	30							
OCTOBER					NOVEMBER					DECEMBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
			1	2	2	3	4	5	6	1	2	3	4	5
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18
19	20	21	22	23	23	24	25	26	27	21	22	23	24	25
26	27	28	29	30	30					28	29	30	31	
JANUARY					FEBRUARY					MARCH				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				1	1	2	3	4	5	1	2	3	4	5
4	5	6	7	8	8	9	10	11	12	7	8	9	10	11
11	12	13	14	15	15	16	17	18	19	14	15	16	17	18
18	19	20	21	22	22	23	24	25	26	21	22	23	24	25
25	26	27	28	29	29					28	29	30	31	
APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				1	2	3	4	5	6			1	2	3
4	5	6	7	8	9	10	11	12	13	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20	13	14	15	16	17
18	19	20	21	22	23	24	25	26	27					
25	26	27	28	29	30	31								

Special Dates for the 2015-2016 School Year

<p>9/1/2015 9/2/2015 9/8/2015 11/3/2015 11/4/2015 & 11/5/2015 11/6/2015 11/25/2015 to 11/27/2015 12/23/2015 to 1/1/2016 1/4/2016 1/18/2016 2/15/2016 3/25/2016 3/30/2016 & 3/31/2016 4/1/2016 04/04/2016 to 04/08/2016 4/12/2016 5/30/2016 6/15/2016</p>	<p>First Teacher Day - PD Teacher Day - PD First Student Day, 1/2 Day Students, Afternoon PD No School Parent Teacher Evening Conferences 1/2 Day Students, 1/2 Day Teachers Thanksgiving Break Christmas Break Return to School Teacher PD - No Students President's Day Break Good Friday Parent Teacher Evening Conferences 1/2 Day Students, 1/2 Day Teachers Spring Break Teacher PD - No Students Memorial Day Last Student Day, 1/2 Day Students</p>
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Revised 08/06/2015

APPENDIX B

Salary Schedule

- A. This salary schedule shall remain in force for the term of this Agreement, subject to the attached August 1, 2013 Tentative Agreement.
- B. Half (1/2) years of service (not consecutive) in the Atherton system shall be cumulative to full years on the salary schedule.
- C. Recalled teachers will be granted up to five (5) years outside experience plus any teacher experience at Atherton at the point of recall for the purposes of the salary schedule.

2015/2016 Salary Scale (1.1% Increase for two additional days)

	BA	BA+15	BA+30/MA	MA+15
<u>Step</u>	<u>4</u>	<u>4.5</u>	<u>5</u>	<u>5.5</u>
1	\$35,105	\$36,949	\$38,887	\$40,929
2	\$36,949	\$38,887	\$40,929	\$43,077
3	\$38,887	\$40,929	\$43,077	\$45,338
4	\$40,929	\$43,077	\$45,338	\$47,721
5	\$43,077	\$45,338	\$47,721	\$50,224
6	\$45,338	\$47,721	\$50,224	\$52,861
7	\$47,721	\$50,224	\$52,861	\$55,637
8	\$50,224	\$52,861	\$55,637	\$58,559
9	\$52,861	\$55,637	\$58,559	\$61,632
10	\$55,637	\$58,559	\$61,632	\$64,868
11	\$59,148	\$62,248	\$65,517	\$68,956

2014/2015 Salary Scale (1% Increase on top steps only)

	BA	BA+15	BA+30/MA	MA+15
<u>Step</u>	<u>4</u>	<u>4.5</u>	<u>5</u>	<u>5.5</u>
1	\$34,723	\$36,547	\$38,464	\$40,484
2	\$36,547	\$38,464	\$40,484	\$42,608
3	\$38,464	\$40,484	\$42,608	\$44,845
4	\$40,484	\$42,608	\$44,845	\$47,202
5	\$42,608	\$44,845	\$47,202	\$49,678
6	\$44,845	\$47,202	\$49,678	\$52,286
7	\$47,202	\$49,678	\$52,286	\$55,032
8	\$49,678	\$52,286	\$55,032	\$57,922
9	\$52,286	\$55,032	\$57,922	\$60,961
10	\$55,032	\$57,922	\$60,961	\$64,162
11	\$58,504	\$61,571	\$64,804	\$68,206

Beginning with the 11th year of seniority within the district, teachers are eligible to receive annually a maximum of six-hundred dollars (\$600) to attend two (2) pre-approved workshops at three-hundred dollars (\$300) for each workshop. Beginning with the 15th year of seniority, teachers are eligible to receive annually a maximum of eight-hundred dollars (\$800) to attend two (2) pre-approved workshops at four-hundred dollars (\$400) for each workshop. The Board will pay the registration fees. The class must be successfully completed and must not be taken during school time. The teacher will be required to review workshop(s) material(s) with the building principal and discuss possible implementation prior to the stipend approval. Payment for attending the workshop will be made at the end of the semester in which the class was taken if the appropriate documentation has been submitted. Any decision regarding the approval of such workshops shall be neither arbitrary nor capricious.

Longevity Pay

Longevity will not be paid for the period of this Agreement, subject to the attached August 1, 2013 Tentative Agreement.

Beginning with the 20th year of seniority, teachers will receive an annual one-thousand dollars (\$1,000) longevity payment payable on the first payroll check issued each December. Beginning with the 25th year of seniority, teachers will receive an annual one-thousand two-hundred dollars (\$1,200) longevity payment payable on the first payroll check issued each December.

- An additional fifteen (15) hours after the Bachelor degree has been received will add a second educational step to the salary schedule.
- An additional thirty (30) semester hours after the Bachelor degree has been received or a Master degree will add a third educational step to the salary schedule.
- An additional fifteen (15) semester hours received after the Master degree has been received will be the fourth educational step to the salary schedule.

**APPENDIX B-1
Extra Work and Sports Schedule**

ATHERTON BOARD OF EDUCATION PAYROLL INFORMATION

It will be the decision of the individual coach to be compensated as an Atherton employee or contracted through a third party.

I. Continuous pay as part of regular yearly pay and/or special programs:	% of Base
1. Choir (4-12)	10%
2. Elementary Choir	2%
3. Band (5-12)	12%
4. Yearbook (Sr/Ms)	2%
5. Newspaper (Sr/Ms)	2%
6. Audio-Visual – High School	2%
7. Audio-Visual – Middle School	2%
8. Co-op (all co-op) 1/6 of contract when a 7-hour day is necessary	
9. Special Education @ \$500 each (If employed prior to 9/1/73)	
10. Driver Training (per student state reimbursement)	
11. Summer School Teachers (Adult Education hourly rate)	
12. GenNet Teachers will be provided \$18/hour for preapproved after school meetings and provided their regular wages and a substitute teacher for	

their classrooms for any school meetings held during the school day.

II.	To be paid at the end of each sport’s season:	% of Base
1.	Assistant Varsity Football	8%
2.	Assistant Varsity Football	8%
3.	Varsity Football	13%
4.	Junior Varsity Football	8%
5.	Assistant Junior Varsity Football	7%
6.	Head Freshman Football	6%
7.	Assistant Freshman Football	5.5%
8.	Middle School Head Football	5%
9.	Assistant Middle School Football	5%
10.	Cross Country	8%
11.	7th Grade girls basketball	5%
12.	7th Grade boys basketball	5%
13.	8th Grade girls basketball	5%
14.	8th Grade boys basketball	5%
15.	Golf	6%
16.	Varsity girls basketball	13%
17.	Junior varsity girls basketball	8%
18.	Varsity boys basketball	13%
19.	Junior Varsity boys basketball	8%
20.	Assistant basketball	6%
21.	Freshman basketball	6%
22.	Wrestling	12%
23.	Assistant wrestling	6%
24.	Varsity volleyball	13%
25.	Junior varsity volleyball	8%
26.	7th grade volleyball	5%
27.	8th grade volleyball	5%
28.	Varsity baseball	8%
29.	Junior varsity baseball	6%
30.	High School Track	9.5%
31.	Assistant High School Track	5.5%
32.	Varsity Softball	8%
33.	Junior Varsity Softball	6%
34.	Middle School Softball	4%
35.	Middle School Baseball	4%
36.	Middle School Track – Boys and Girls Combined	4%
37.	Varsity Tennis	8%
38.	Middle School Boys Track	4%
39.	Middle School Girls Track	4%

III.	To be paid in the spring:	% of Base
1.	Senior High Cheerleaders	5%
2.	Middle School Cheerleaders	3%

3.	National Honor Society (Sr./Ms.)	2%
4.	Senior Class Sponsor	2%
5.	Junior Class Sponsor	4%
6.	Sophomore Class Sponsor	2%
7.	Freshman Class Sponsor	2%
8.	Student Council (Sr./Ms.)	3%

IV.	To be paid after final program:	% of Base
1.	Director, High School Play	4%
2.	Director of Choral Musical	2%
3.	Director, Middle School Play	4%
4.	Director, Talent Show H.S.	2%
5.	Director, Talent Show M.S.	2%
6.	Quiz Bowl – H.S.	4%
7.	Quiz Bowl – M.S.	3%
8.	Academic Games – M.S.	4%
9.	Newspaper (summer)	1%
10.	Yearbook (summer)	1%
11.	Spelling Bee	1%
12.	5/6 Book Bowl	3%
13.	7/8 Book Bowl	3%
14.	Science Fair	1%
15.	Chess Club Middle School	2%
16.	SADD – High School	2%
17.	SADD – Middle School	2%
18.	Captain’s Club – H.S.	2%
19.	School Improvement Chairperson – H.S. *	3%
20.	School Improvement Chairperson – M.S. *	3%
21.	School Improvement Chairperson – V.Y. *	3%
22.	Close – Up Sponsor	1%

* including \$18/hour pursuant to Article XXV, School Improvement.

**Letter of Understanding
between the
Atherton Community School Board of Education
and the
Atherton Education Association**

The parties stated above have agreed to the following provisions regarding the Elementary and Secondary Education Act (ESEA) No Child Left Behind Act of 2001:

Without notice to the Association, the Board shall take no action to comply with the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq., that affects any bargaining unit members.

When further information is available from the State, Michigan Department of Education or the U.S. Department of Education regarding the ESEA, both parties reserve the right to bring forth additional proposals to negotiate during the life of this Agreement.

Date

For the Board

Date

For the Association

TENTATIVE AGREEMENT

Between

Atherton Community Schools and Atherton Education Association

August 13, 2015

Atherton Community Schools (the "District") and the Atherton Education Association ("AEA" or "Association") agree to the following Tentative Agreement:

WHEREAS, on August 11, 2015, the District and the Association tentatively agreed to school calendars for the 2015/2016, 2016/2017 and 2017/2018 school years and health insurance benefits for the period of 2015-2016, 2016-2017 and 2017-2018.; and

WHEREAS, the Parties agreed to a tentative financial proposal on August 11, 2015.

NOW, THEREFORE, the Parties agree to the following:

1. The term of the collective bargaining agreement ("CBA") shall be September 1, 2015 through August 30, 2018.
2. The 2015-2016, 2016-2017 and 2017-2018 school year calendars shall have one-hundred eighty (180) student days and one-hundred eighty-four (184) teacher days.
3. The school year calendars, which will be published for the District, are attached to this Tentative Agreement.
4. The Parties agree to the following with respect to insurance benefits:
 - a. Eligible AEA members shall be eligible to receive one of the following health insurance plans:
 - i. MESSA Choices II health coverage, with the following provisions:
 1. \$300/\$600 deductible
 2. \$20.00 office visits
 3. Saver Rx Card

ii. MESSA ABC I health coverage, with the following provisions:

1. \$1,300/\$2,600 deductible
 2. The District shall fund \$1,000/\$2,000, half of which will be funded in January, and the other half to be funded in July.
- b. Long-term disability benefits shall remain at the level it was for the 2012-2013 school year, with a maximum monthly amount of \$3,000.00.
- c. The District will contribute up to the annually adjusted hard cap imposed by Section 3 of the Public Act 152 of 2011, being MCL 15.563.
- d. Employee premium co-pays will be payroll deducted through a qualified Section 125 plan, and will be deducted in the same manner as they were for the 2014-2015 school year.

FINANCES

Year 1 – 2015/2016 School Year

1. For the 2015/2016 school year, Association members shall receive a 1.1% on-schedule increase of their 2014/2015 salary.
2. For the 2015/2016 school year, lane changes will be paid.
3. For the 2015/2016 school year, steps related to seniority shall be paid.
4. For the 2015/2016 school year, longevity will not be paid.
5. For the 2015/2016 school year, members at step 11 shall receive a 1.5% off-schedule payment.

Year 2 & 3 – 2016/2017 and 2017/2018 School Years

6. For the 2016/2017 and 2017/2018 school years, steps related to seniority shall be frozen and longevity not paid.
7. For the 2016/2017 and 2017/2018 school years, lane changes will be paid.
8. For the 2016/2017 and 2017/2018 school years, the Parties agree to meet to discuss the results of the FY audit between November and December of each year. Only one (1) of the possibilities below shall apply for the 2016/2017 and 2017/2018 school years. For example, if subparagraph a applies below, Association members will not also participate in the revenue-sharing described in subparagraph b.
 - a. IF the FY audit results demonstrate the District has a fund balance which is at or exceeds 14%, seniority steps and longevity will be paid and all members off steps will receive a 1% on-schedule payment.
 - b. If the FY audit results demonstrate the District has a fund balance which is at or exceeds 10% but is 13.99% or less, the Association members shall receive a distribution of 40% of the amount the fund balance exceeds 10%. The Parties agree to negotiate a one-time off-schedule payment to all Association Members. The off-schedule payment will be based on 40% of the total amount the

fund balance exceeds 10%. For purposes of example only, if the fund balance exceeds 10% by \$100,000, the Parties will have \$40,000 of that money distributed amount the Association Members.

- c. If the FY audit results demonstrate the District has a fund balance which is between 7% and 9.99%, there shall be no increases to Association Members' salaries.
- d. If the FY audit results demonstrate the District has a fund balance which is less than 6.99%, a 1% on-schedule concession shall be made by the Association Members.

CONTRACT LANGUAGE AMENDMENTS

9. Article V, Section K

- a. Nothing in this article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to severe weather causing hazardous travel conditions, teachers shall not be required to report for duty. If school is closed due to extreme cold temperatures which may endanger students waiting at bus stops the Administration/Board will notify teachers at least 90 minutes prior to the beginning of the school day if Professional Development activities will take place. This will allow adequate time for staff to arrange child care, get ready and travel safely to well heated buildings.

**Letter of Understanding
between the
Atherton Community School Board of Education
and the
Atherton Education Association**

It is understood by both parties that for the period of time the Atherton High School is designated by the State of Michigan as a persistently low achieving school and subject to MCL 380.1280C8, the following schedule changes will be implemented for high school:

- 1) Thirty (30) minutes additional instruction time will be added to the school day for students and teachers.

- 2) Two (2) additional hours of professional collaboration time per month will be added for teachers.

This agreement is in effect for only the period of time that Atherton High School is designated a persistently low achieving school (PLA) and is in the implementation phase of its school improvement plan as approved by the Michigan Department of Education. Upon successful implementation of its school improvement plan as prescribed and determined by the Michigan Department of Education and removal from the persistently low achieving list, the Atherton teachers' workday (workday start/end times) will be consistent with the workday of the 2011/2012 school year.

Date

For the Board

Date

For the Association

APPENDIX C

The following provisions only apply to members of the AEA which are not certificated teachers, as defined in the Michigan Teachers' Tenure Act, being MCL 38.71 *et. seq.*

1. Public Act 103 of 2011 made specific items related to layoff and recall, discipline, assignment, evaluation, and merit pay prohibited subjects of bargaining for certified teachers and individuals whose employment is regulated by the Michigan Teachers' Tenure Act, being 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191.
2. There are members of the Association who are not certified teachers and whose employment is not governed by the Teachers' Tenure Act.
3. Public Act 103 of 2011 did not limit the ability of those members who are not certified teachers and whose employment is not governed by the Teachers' Tenure Act to bargain the items listed in Public Act 103 as prohibited subjects of bargaining.
4. As such, the Parties agree that the following provisions apply only to members of the Association which are not certified teachers and whose employment is not governed by the Teachers' Tenure Act.

The below provisions shall be read in addition to or in place of existing terms contained within the 2012-2015 Master Agreement between the Atherton Board of Education and the Atherton Education Association. This appendix shall be enforceable with regard to those members of the Atherton Education Association whose employment is **NOT** regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191 or who are **NOT** teachers, as that term is defined in section 1 of article I of 1937 (Ex Sess) PA 4, MCL 38.71.

Pursuant to the above, the provisions which apply to members of the Association who are not certified teachers as defined by the Michigan Teachers' Tenure Act are as follows:

Article VIII, Paragraph A, shall read as follows:

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association, and provide for appropriate posting in every school building. In addition, posting of vacancies which begin and/or end during contractual holiday recesses and/or summer breaks will also be recorded on the district website.

“Vacant positions” is defined as a newly created position or a position vacated through request for reassignment, transfer, retirement or resignation.

Teachers are required to apply for the position in writing. No vacancy shall be filled except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least 5 days (i.e., Monday through Friday).

All vacancies will be filled with current teaching staff unless a vacancy occurs during the school year. Vacancies occurring during the current school year when students are in session may

be difficult to fill without disruption to existing programs. If the superintendent, in his/her reasonable judgment, so determines, such a vacancy may be filled on a temporary or tentative basis by an academically qualified teacher not currently on staff until the end of the current school year, at which time the position will be declared a vacant position.

Article XIII shall have the following included:

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

Article XIV, Paragraph E, shall read as follows:

- E. The administration shall develop, following consultation with the Association, the educational program for the forthcoming school year, identifying the staffing needs for each building including grade levels, subjects, special education, and the number and title of each position including traveling teachers. The creation of part-time positions to meet scheduling needs of the district will be avoided whenever possible. Layoffs, when necessitated, shall be effectuated in the following manner:
 - 1. Employees shall be laid off based on seniority and certification.
 - 2. Teachers whose positions are eliminated by reductions shall be retained if they have more seniority than other teachers and are certified and meet accreditation qualifications.

Article XIV, Shall have Paragraphs J, K, and L, which shall read as follows:

- J. Teachers who are laid off or are on the recall list will be eligible for recall to a position for which they are certified for three (3) years.
- K. Laid off teachers shall be recalled to the first vacancy for which they are certified in reverse order of layoff. All laid off teachers shall be recalled immediately upon the resolution of any crisis, which may have precipitated the reduction in staff.
- L. A laid off teacher shall be considered laid off until reinstated in the district. Refusal of an offer from the Board of a (full-time or the same fraction of a full-time position held prior to the layoff) position for which the laid off teacher is certified, or failure to respond within fifteen (15) days of the receipt of a written offer of a position made by the Board shall be cause for termination and loss of all seniority of the Board's obligation to that teacher. The fifteen (15) days may be waived if there are less than twenty (20) days until the start of school; provided, however, in no case shall it be less than ten (10) days.