

CONTRACT
BETWEEN
ADAMS TOWNSHIP SCHOOL DISTRICT
AND
ADAMS TOWNSHIP EDUCATION ASSOCIATION
COPPER COUNTRY EDUCATION ASSOCIATION
PAINESDALE, MICHIGAN

2018-19

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All “Master Agreement” Language, “Letters of Understanding”, “Letters of Agreement” and any other contractual document that is not in compliance with the above Public Acts on the effective dates established by the Acts will be null and void upon the Act established effective date.

Additionally any language in the above contractual documents between the Adams Township Schools-Board of Education and the Adams Township Schools-Education Association that is not in compliance with Public Act 103 of 2011 which are prohibited subjects of bargaining between a public school employer and a bargaining representative of its employees, and, for the purposes of this Public Act 103 of 2011, are within the sole authority of the public school employer to decide and will be unilaterally deleted from any of the above documents by the District.

Board Rights

- A. "An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act."

DURATION OF AGREEMENT

This agreement shall be effective as of the 1st day of September, 2018 and shall continue in effect for a one-year term of this agreement until the 31st day of August, 2019. This agreement shall not be altered or amended except upon mutual consent of the parties hereto.

Agreed to this 12th day of July 2018 by:

**ADAMS TOWNSHIP BOARD
OF EDUCATION**

**ADAMS TOWNSHIP EDUCATION ASSOC.
COPPER COUNTRY EDUCATION ASSOC.**

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

This Agreement, entered into this day by and between the Board of Education of Adams Township, Houghton County, Michigan, hereinafter called the "Board" and the Adams Township Education Association and the Copper Country Education Association, hereinafter called the "Association".

BE IT, THEREFORE, RESOLVED THAT:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Copper Country Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all teachers employed by it.
- B. The term "teacher" for purposes of this Agreement shall include personnel on tenure, probation, classroom teachers, guidance counselors, librarians and specialists who hold a teacher degree, and are official member of the teacher union, but excluding supervisory and executive personnel, office, clerical, and maintenance personnel, drivers and nurses.
- C. Any person shall be considered a teacher for purposes of this contract when filling a teaching position for which no other teacher is employed.
- D. The Association represents probationary teachers in matters of wages, hours and working conditions, but does not represent them in matters of discharge as covered by the Michigan Tenure Act.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

1. TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purposes of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection to the extent permitted by law. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association of collective professional negotiations with the Board, or his/her 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/she 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 private and personal life of any teacher is not within the appropriate concern or attention of the Board except when it impairs the teacher's effectiveness in the classroom or position.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory.

2. ASSOCIATION RIGHTS

- A. The Association shall have the right to use school buildings at all reasonable hours for meetings at such times and such facilities as will not interfere with the regular school activities or other prior commitments by the Board for the same facilities, provided that when special custodial service is required the Board may make a reasonable charge therefore. No charge shall be made for use of school facilities before commencement of the school day, nor after the end of the school day provided custodial help is available during that period of time.
- B. 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, and further provided that such representatives shall first report to the superintendent or building principal's office upon entry and arrange to conduct their business.
- C. The Association shall have the right to use school facilities and equipment including computers and duplicating machines and other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards at least one (1) of which shall be provided in each school building. The Association may use the district mail service and teacher mailboxes for communication to teachers. No teacher shall be prevented from wearing insignias, pins or other identification of membership in the Association either on or off school premises.
- E. The Board agrees to make available for inspection to the Association in response to prearranged requests all information legally available to the public.
- F. The Board will discuss with the Association the educational aspects of major construction programs or major revisions of educational policy. The Association will be given opportunity to advise the Board with respect to said matters prior to their adoption and general publication; final decision is in the Board's sole discretion.

- G. The Board shall place on the agenda of each regular Board Meeting as an 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 forty-eight (48) hours prior to said regular meeting.
- H. The Education Association shall indemnify and save the Board of Education harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board of Education for the purpose of complying with the provisions of Paragraphs C, D, and E of Article 2.
- I. Fifteen (15) days prior to negotiations in a negotiation year, Designated Association Representatives will be given, via e-mail and attached excel document, a complete listing of bargaining unit staff that include the following
 - 1. First and Last name
 - 2. Start date of employment
 - 3. FTE, step, lane placements as well as annual salary
 - 4. Building/position/room number assigned
 - 5. School email address
 - 6. Home/mailling address and personal phone number (if given)
- J. Designated Association Representative shall be given, vial email and attached excel document, the same information detailed in Section J above within five (5) business days of any new hires of bargaining unit members that occurs throughout the year.
- K. Termination of employment, by any bargaining unit member shall be reported to the Designated Association Representatives, including the termination date, via email no later than five (5) business days after the member's last day of employment.
- L. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) shall be reported to the Designated Association Representatives vial email no later than five (5) business days after the first of leave.

ARTICLE III

MANAGEMENT RIGHTS

The Board, on its own behalf of the electors of the school 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 including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and employees;
- B. 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.

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 by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States, and the terms of this Agreement.

ARTICLE IV

TEACHING HOURS AND CLASS LOAD

- A. **Elementary** –Teachers shall be required to report for duty at 7:55 a.m. before the opening of the pupils' regular school day at 8:05 a.m. and shall be permitted to leave at 3:27 p.m. after the close of the pupils' regular school day. Teachers shall 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 mutually agreed upon staff meetings and consultations with parents when scheduled directly with the teacher, except that on Fridays or days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' class day.

Secondary - Teachers shall be required to report for duty at 8:05 a.m. before the opening of the pupils' regular school day and shall be permitted to leave at 3:27 p.m. after the close of the pupils' regular school day. Teachers shall 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 mutually agreed upon staff meetings and consultations with parents when scheduled directly with the teacher, except that on Fridays or days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' class day.

- B. **Secondary** - The weekly teaching load shall conform to the seven (7) period day. This will consist of thirty (30) teaching periods and five (5) unassigned preparation periods.

The parties mutually agree and understand that continuing flexibility with respect to arrangement of teaching periods, preparation periods and the daily and weekly schedule is necessary for progress in education. The parties further mutually agree that the assignment of teaching periods and time of preparation periods and the remainder of the daily and weekly schedule shall be and remain the exclusive prerogative of the Board of Education.

Elementary - The weekly Elementary preparation time shall be equal to the Secondary weekly preparation time.

- C. **Elementary and Secondary** - No departure from these norms, except in the case of emergency, shall be made without prior agreement with the Association.
- D. **Elementary and Secondary** - If a teacher shall teach more than the normal teaching load, as set forth in this Article, he/she shall receive additional compensation at the rate of one-sixth (1/6) of one's daily rate of pay for each hour of classroom teaching assignment over the normal teaching load. If a teacher shall fail to teach a normal teaching load he or she shall receive reduced compensation at the rate of 1/6 of ones daily rate of pay for each hour of classroom teaching assignment under the normal teaching load.
- E. **Elementary and Secondary** - A teacher engaged during the school day in negotiating in behalf of the Association or participating in any professional grievance procedure with any representative of the Board shall be released from regular duties without loss of salary.
- F. **Elementary and Secondary** - All teachers shall be entitled to a duty-free lunch period, as scheduled by the principals, equivalent to the students' lunch period. The teachers agree to meet with the secondary principal or his/her representative to set up a voluntary rotating schedule for inside supervision of the students during the lunch period.
- G. **Elementary and Secondary** - Teachers may use as preparation time those periods during which their classes are receiving instruction from various teaching specialists.

ARTICLE V

SPECIAL STUDENT PROGRAM

- A. The parties recognize that students with disabilities, as determined through testing and interview procedures for Special Education, may require specialized classroom experiences and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher and class. Such assignments will be made when economically and educationally feasible and with the concurrence of the teacher involved. Special attention will be given to reducing class size where special students are placed in a regular classroom.

- B. The parties, to assist the teacher will cooperate to increase the psychological testing program, and to correlate such activities with the regular classroom activities of the teachers so as better to meet the needs of special students in the community.

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 school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.
- B. To relieve teachers of clerical activities the Board agrees to engage not less than one (1) clerical aide in the high school, and not less than one (1) clerical aide in the elementary school, if economically feasible.
- C. Because the Board of Education has the statutory duty to educate all children within the boundaries of the school district and because the student-teacher ratio is an important aspect of an educational program, the size of the individual classes shall be given careful consideration and any inequities may be remedied by the Board of Education, if economically and educationally feasible. The following table contains suggested optimum and suggested maximum class sizes.

	<u>Optimum</u>	<u>Maximum</u>
<u>1. Elementary</u>		
Kindergarten	16	22
First-Second Grade	15	22
Third-Sixth Grade	18	25
Art and Music	18	25
<u>2. Secondary</u>		
English	18	25
Social Studies	18	25
General Education	18	25
Mathematics	18	25
Science	18	25
Language	18	25
Business	18	25
Keyboarding	25	30
Industrial Arts	15	20
CAD	25	30
Vocational Shops	15	20
Homemaking	15	20
Music	30	40
Art	20	25
Physical Education	25	30
Pool	18	25
Health	18	25
Study Hall	75	100

- D. Any teacher with a class size that is equal or greater than 5 students over the suggested maximum, the teacher will receive one additional personal day for that academic year. The use of personal days follows the language as agreed upon in Article X of this contract.
- E. Any elementary teacher that teaches a split class of two grades concurrently will receive one additional personal day for that academic year. The use of personal days follows the language as agreed upon in Article X of this contract.

- F. The Board recognizes that appropriate tests, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Furthermore efforts shall be continued to seek textbooks and supplementary reading materials, 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 and the Board undertakes promptly to implement all joint decisions thereon. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- G. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein texts which are reasonably requested by the teachers of that school.
- H. The Board shall provide:
1. A desk in each classroom in the district with lockable drawer space.
 2. Adequate whiteboard space in every classroom, upon request of the teacher.
 3. Copies exclusively for each teacher's use of all texts used in each of the courses he/she is to teach.
 4. An appropriate dictionary in every classroom.
 5. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other material required in the daily teaching responsibility.
- I. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for staff use and a smoke free faculty lounge. Furnishing for such facilities will be mutually agreed upon by the Association and the Board.
- J. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their physical health, mental health or safety.

ARTICLE VII

QUALIFICATIONS AND ASSIGNMENTS

- A. The Board shall employ teachers who have at least a Bachelors degree from an accredited college or university. This provision in no way inhibits the Board's right to hire non-degreed vocationally certified personnel.
- B. The employment of teachers upon special certificates is to be permitted only in case of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance.
- C. It is the agreement of the parties that the assignment of teachers (applies only to those bargaining unit members whose employment is not regulated by the Teachers Tenure Act) shall continue to be the exclusive prerogative of the superintendent of schools subject to the approval of the Board of Education. Insofar as can do so with the staff available, the superintendent shall assign teachers wherever possible within the scope of their teaching certificates and within the scope of their major or minor fields of study.
- D. All teachers (applies only to those bargaining unit members whose employment is not regulated by the Teachers Tenure Act) shall be given written notice of their teaching assignment for the forthcoming year no later than July 15. In the event that subsequent changes in such teaching assignments are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than July 15, preceding the commencement of the school year, unless agreed to by the teachers' association.
- E. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer courses, shall be with the consent of the teachers. Preference in making such assignments will be given to teachers regularly employed in the district. Other qualifications being equal, seniority shall be the determining factor in selection. Notice of such positions shall be posted as soon as possible prior to their starting date. Where possible, teachers shall be advised and encouraged to meet qualifications. The ATEA recognizes that the term preference is not a guarantee, but all else being equal, preference for an ATEA member would be expected.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

A. Whenever any vacancy in the bargaining unit shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting. As positions become available during the summer, the Association shall be notified by mail (certified or registered) of the existence of such openings.

B. Any teacher may apply for such vacancy. In filling such a vacancy the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors.

The Board declares its support of a policy of promotion from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of the Agreement, shall mean continuous employment in a school of the district excluding all periods when the teacher was on leave for any cause except course work applicable to his/her teaching profession.

C. A reasonable effort shall be made for the voluntary transfer, by "effectiveness", of teachers before the superintendent arranges for the involuntary transfer of any teachers.

The Board will make assignments in accordance with the needs of the district and will consider, but not limit itself to, the interests and aspirations of its teachers as well as the seniority of those interested. Seniority will only be considered if all other determining factors are equal.

"Transfer" shall mean the movement of a teacher from one building to another or from elementary to secondary education or from secondary to elementary education, or within the area of a teacher's certification.

D. A vacancy shall be defined as any position either newly created or a present position to be filled that is not filled. Posting of a position may not be required if a person on lay-off status is certified to fill such vacancy.

E. Whenever a vacancy occurs in the professional staff the Board will give written notice to the Association President and post in each building as soon as possible. No vacancy shall be filled except in case of emergency on a temporary basis until such vacancy shall have been posted for at least seven days. During the summer recess any qualified bargaining unit member may apply for a posted position by submitting a written application to the Superintendent within 14 days of the posting date through August 15 and within 7 days of the posting day from August 16 to the start of the school year.

F. All paragraphs A – E applies only to those bargaining unit members whose employment is not regulated by the Teachers Tenure Act

ARTICLE IX

ILLNESS OR DISABILITY

- A. Each teacher shall be credited with six (6) days' of sick leave allowance at the beginning of the first semester and five (5) days' of sick leave allowance at the beginning of the second semester to be used for absences caused by illness or physical disability of the teacher or his/her immediate family. The unused portion of such allowance shall accumulate from year to year to a total of one hundred and seventy (170) days.

A sick leave bank may be established by bargaining unit members from their accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of fifty (50) days. The pool shall be created by a voluntary contribution from a member's accumulated sick leave bank and shall not exceed a contribution of three (3) sick days per year by any one person.

A committee composed of three (3) members of the Association and one (1) member of Administration shall administer the pool of unused sick leave days generated by this process. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or childcare purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes and the granting or denial of the use of sick leave pool days shall not be subject to the grievance procedure.

If the sick leave bank is depleted, the Association membership shall be provided with an opportunity to replenish the bank by an agreed upon voluntary contribution of Association member's accumulated sick days.

Upon depletion of his or her personal sick and personal days, any bargaining unit member may make a written application to the committee to utilize sick leave pool days. Reports on the status of this sick leave pool, including the number of days remaining, will be provided to the Association upon request.

- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick and personal 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, at the discretion of the Board, be renewed each year upon written request by the teacher.
- C. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.
- D. Absence due to injury or illness incurred in the course of the teacher's employment compensated for by the Michigan Workman's Compensation Act shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Workman's Compensation Act for the duration of such absence, but not in excess of one (1) school year.
- E. A teacher's pregnancy shall be treated as any other disability.
- F. The Board agrees to pay the following rate for unused sick days upon death of an employee to the designated beneficiary provided a beneficiary is on file or retirement from the District.

Days 50 – 90	10 dollars per day
Days 91 – 130	15 dollars per day
Days 131 – 170	20 dollars per day

ARTICLE X

PERSONAL BUSINESS

- A. At the beginning of every school year each teacher shall be credited with three (3) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher must notify the superintendent one (1) day in advance except in cases of emergency. No personal business days will be granted adjacent to a holiday break or the first or last work day of the school year except in emergency cases and are subject to approval by the Superintendent. Such requests will be explained. Days before or after a holiday may be taken without pay. Such requests will be made at least ten (10) days in advance. Two (2) unused accumulated personal business day shall be carried over to the following year. Personal business days shall not total more than five (5) in any school year. If three (3) or more consecutive personal business days are to be taken, the third or more such day/s is subject to approval of the principal or superintendent. Any unused personal leave days are to be credited to accumulated sick leave at the end of the school year.
- B. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- C. At the beginning of every school year, the Association shall be credited with six (6) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. Days that are reimbursable by the Michigan Education Association shall not be used under the terms of this paragraph.
- D. At the beginning of every school year each teacher shall be credited with six (6) days to be used for the purpose of attending a funeral(s) for members of the immediate family (parent, sibling, spouse, child of bargaining unit member and/or his or her spouse). Funeral leave for persons other than members of the immediate family is subject to the approval of the superintendent. In each case the teacher shall notify the superintendent at least one (1) day in advance whenever possible.

ARTICLE XI

LEAVES OF ABSENCE WITHOUT PAY

- A. The Board may grant a leave of absence of up to one (1) year without pay to a teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; or engaging in study at an accredited college or university reasonably related to his/her professional responsibilities; or cultural, travel or work programs related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period, and shall be given a position of like responsibility and privilege taking into consideration the seniority of the individual. The teacher will provide written notice of return to his/her position not less than 30 days prior to the end of the leave period. A teacher shall also be granted one year of seniority if he/she has used the leave of absence for the purpose of continuing his/her education related to his/her professional responsibilities.
- B. 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/she would have been had he/she taught in the district during such period, and shall be given a position of like responsibility and privilege taking into consideration the seniority of the individual.
- C. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such teachers shall be placed at the same positions on the salary schedule as they would have been had they taught in the system during such period, and shall be given a position of like responsibility and privilege taking into consideration the seniority of the individual. The teacher will provide written notice of return to his/her position not less than 30 days prior to the end of the leave period.
- D. One (1) year leave of absence shall be granted to a teacher, upon application, for the purpose of campaigning for a public office. A leave of absence, not to exceed four (4) years, may be granted to any tenure teacher, upon application, for the purpose of campaigning for or serving in a public office. The teacher will provide written notice of return to his/her position not less than 30 days prior to the end of the leave period. Upon return from such leave a teacher shall be given a position of like responsibility and privilege taking into consideration the seniority of the individual.
- E. At the discretion of the Board of Education and administration a one (1) year leave of absence may be granted to any tenure teacher upon his/her request. This leave request must be given to the Board at least ninety (90) days prior to the anticipated opening of the school year for which the leave is to be granted. This leave of absence shall not be credited towards advancement on the salary schedule. The teacher will provide written notice of return to his/her position not less than 30 days prior to the end of the leave period.
- F. Upon application to the Board, a teacher may be granted childcare leave (see FMLA), without pay, for up to one (1) year. Such childcare leave may be renewed upon written request and presentation of a document of medical need. Seniority shall not accrue nor will advancement on the salary schedule be made when on such leave. The teacher will provide written notice of return to his/her position not less than 30 days prior to the end of the leave period.

ARTICLE XII

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility to inspire meaningful awareness of a respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual responsibility. It is recognized that these democratic values can best be transmitted in an atmosphere that is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom shall be encouraged and no special limitations shall be placed upon study, investigation, human society, the physical and biological world and other branches of learning; subject only to accepted standards of professional educational responsibility.
- C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedure will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.
- D. Paragraphs A, B, and C of this Article are limited by the application of the Michigan School Code of 1955 as amended, the Michigan Tenure of Teachers' Act, the rules and regulations of the State Board of Education, and the Codes of Ethics of the National Education Association and the Michigan Education Association.

ARTICLE XIII

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board, or its representatives, 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. Except in an emergency situation, 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 rules 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.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and, upon receipt of a written authorization by the teacher, such information shall be provided to the Association. Any teacher relieved of extra-curricular services shall be notified in writing of the reason for such termination.
- D. Teachers will be expected to remain on duty in the event of an emergency situation until students have been dismissed. In the event of an isolated incident the teacher will be expected to remain on duty for a reasonable length of time.

ARTICLE XIV

PROFESSIONAL IMPROVEMENT

- A. The parties' support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel and participation in community educational projects.
- B. Upon written application made two (2) weeks in advance and upon approval of the administration and the Board, teachers may be permitted to attend select professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging and registration fees shall be deemed reimbursable by the Board upon submission of an itemized list of said expenses with obtainable receipts attached thereto. A teacher attending such conferences or meetings upon the permission of the Board shall be granted sufficient leave time to attend without loss of compensation.
- C. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers desiring to attend shall be allowed to do so.
- D. If the District mandates a teacher to enroll in a course, which is not required to maintain teacher certification or highly qualified status, the district shall pay the tuition for the mandated course.

ARTICLE XV

MAINTENANCE OF STANDARDS

- 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 employment of its members in such consolidated district.
- B. When economically and educationally feasible all conditions of employment, including teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the standards in effect in the district at the time this Agreement is signed except where the same may be altered, amended, or changed by the express provisions of this Agreement.
- C. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

ARTICLE XVI

STAFF REDUCTION

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program; curriculum and/or staff and that the procedures set forth in this article shall be used in laying off personnel.

A. **CHANGES IN QUALIFICATIONS AND CERTIFICATION WHILE ON LAYOFF**

1. A tenured teacher who because of additional work experience or college training has changed their qualifications and/or certification may be entitled to advanced recall based on certification and qualifications and proper notification to the Board, provided a vacancy exists.

INDIVIDUAL CONTRACT

2. The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article.

SENIORITY LIST

3. A seniority list will be provided to the Association each school year by December 15.

B. No non-probationary employee covered by this Agreement shall be discharged or disciplined without just cause.

C. Paragraphs A and B applies only to those bargaining unit members whose employment is not regulated by the Teachers Tenure Act

ARTICLE XVII

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Schedule for Experience - The Board has the option of granting up to eleven (11) years of experience for new employees providing the teaching experience, in the judgment of the Superintendent, is directly related to his/her teaching assignment.

Salary schedule credit will be given for up to two years of military service experience at the discretion of the superintendent.
- C. The salary schedule is based upon the regular school calendar as set forth in Appendix C and the normal teaching load as defined in this Agreement.
- D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Board shall provide liability insurance protection for teachers when their personal automobiles are used as provided in this section.
- E. Veterans will be advanced one (1) year on the salary schedule for each year of active service if drafted into the U.S. Armed Forces or equivalent service, providing service interrupts college teacher education or immediately follows college.
- F. At the end of the school year a teacher will be paid his or her final payment check upon request.
- G. The cost of renewing teacher certificate will be reimbursed by the District at 100%.
- H. In order to comply with Section 164h(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year.

ARTICLE XVIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to the teacher and a representative of the Board that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons the Board will take 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 which are well taught and where a high level of student interest is maintained. It is, likewise, recognized that when discipline problems occur the teacher with encouragement, praise, and emphasis upon the child's desirable characteristics may most constructively deal them with. A teacher may use such force as is necessary to protect himself/herself from attack, or significant property damage or to prevent injury to another student.
- C. A teacher may exclude a pupil from one (1) class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident.

Sec. 1309.

- F. If a teacher in a public school has good reason to believe that a pupil's conduct in a class, subject, or activity constitutes conduct for which the pupil may be suspended from a class, subject, or activity according to the local policy required under subsection (2), the teacher may cause the pupil to be suspended from the class, subject, or activity for up to 1 full school day. The teacher shall immediately report the suspension and the reason for the suspension to the school principal and send the pupil to the school principal or the school principal's designee for appropriate action. If that action requires the continued presence of the pupil at school, the pupil shall be under appropriate supervision. As soon as possible after a suspension under this section, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor, school psychologist, or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. During a suspension under this section, the pupil shall not be returned that school day to the class, subject, or activity from which he or she was suspended without the concurrence of the teacher of the class, subject, or activity and the school principal.
- D. Procedure for suspension of students from school shall be distributed to secondary students, teachers and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and interview with the child and his/her parents when warranted. Transfer of the student to another teacher who has one (1) or more pupils in class who constitute serious behavioral problems shall be accomplished only with the consent of the teacher and appropriate recognition shall be given by way of reducing class size or greater or more frequent relief periods whenever possible.

- E. Any case of assault upon a teacher by a student shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- G. The Board will, at its discretion, reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises upon the completion of the investigation and consideration of such loss, damage, or destruction.
- H. Whenever disciplinary action is taken against a teacher any notice thereof to be included in said teacher's personnel file will be reported in writing to the teacher concerned.
- I. In the opinion of the Board, if a breach of professional ethics occurs the Association shall be notified after consultation with the teacher.

ARTICLE XIX

INSURANCE PROTECTION

- A. Upon submission of a written application, as of September 1, 2018, the Board agrees to provide the Michigan State established CAP for single, two person or family subscriber rates toward the premium for MESSA PAK Choices II 500/1000 and a Saver Rx Card or the MESSA ABC Plan1 with an employee funded health savings account for a bargaining unit member and his/her eligible dependents.

The employer shall pay the following annual amounts towards the total cost of the MESSA Medical plans available to members inclusive of medical premium and Health Savings Account (HSA) funding describe below for each medical benefit plan coverage year.

The employer will contribute the following amounts through December 31, 2018

- 6,560.52 times the number of Single Subscribers (546.71 monthly)
- 13,720.07 times the number of 2-person Subscribers (1,143.34 monthly)
- 17,892.36 times the number of family Subscribers (1,491.03 monthly)

These annual employer paid amounts shall adjust on January 1, 2019.

- B. Upon written application the Board will provide without cost a Delta Dental 100-100-90 plan, with a 2,000 annual max plan with \$1,500 orthodontic rider for each employee and their eligible dependents.
- C. The Board will provide without cost to the employee MESSA VSP-3 Plus P 250CL Vision Care for all eligible employees and their eligible dependents.
- D. The Board will provide without cost to the employee, 10,000 dollars in Life and Accidental Death and Dismemberment Insurance in PAK A, PAK B and PAC C.
- E. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve month period commencing September 1st and ending August 31st when necessary premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- F. Employees may take advantage of the District's Cafeteria Plan that complies with the IRS Code Section 125.
- G. An employee not electing health care protection as provided above, may upon written application, apply for MESSA PAK B and receive cash in lieu equaling the State Single Subscriber CAP rate of 6,560.52.

ARTICLE XX

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary teacher.
 2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
- B. The term "days" as used herein shall mean days in which school is in session except during the summer when days shall mean calendar days excluding holidays and weekends.
- C. A written grievance must be submitted on the proper form, a facsimile of which is included in this contract. Any form containing errors or omissions may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- D. **Step I** - A teacher believing himself/herself wronged by an alleged violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence, or within sixty (60) days of the discovery thereof, orally discuss the grievance with the building principal, either directly or through the Association representative, with the objective of resolving the matter informally.

If, within three (3) days of the informal discussion with the building principal, a grievance still exists the teacher may invoke the formal grievance procedure through the Association by filing with the building principal a grievance form with the grievant's portion of Step I completed. The principal shall render his/her disposition in Step I and return the form to the Association within three (3) days of its submission to him/her.

Step II - If the aggrieved person is not satisfied by the principal's written disposition at Step I the written grievance shall be filed by the Association with the superintendent within five (5) days of the written disposition by the principal. Within eight (8) days of receipt of the written grievance the superintendent shall arrange to meet with the grievant, and/or at the option of the grievant the Association representative, to discuss the grievance. The superintendent shall render his/her disposition in Step II and return the form to the Association within five (5) days of the discussion.

Step III - If the grievant is not satisfied by the disposition of the grievance by the superintendent in Step II, or if no disposition has been made within the time limit, the grievance may be submitted to the Board by filing the grievance form with the Board secretary not less than five (5) days prior to the next regularly scheduled Board meeting for placement on the meeting agenda.

The Board shall render a decision in Step III after receiving the written grievance and meeting with the grievant and the Association. In no event, except with written consent of the Association, shall final determination by the Board be made and returned to the Association more than fifteen (15) days after meeting with the grievant and the Association.

Step IV

1. Individual teachers may not process a grievance at Step IV.
2. If the Association is not satisfied with the disposition of the grievance at Step III it may refer the matter for arbitration to the American Arbitration Association, in writing, provided that notice is given to the Board, or its designated representative, within ten (10) days after the written decision of the Board at Step III. The arbitrator will be selected according to the rules of the American Arbitration Association except each party shall have the right to peremptorily strike not more than three (3) names from the list of arbitrators.
3. Neither party may raise a new defense or ground at Step IV not previously raised or disclosed at other written Steps. Each party may submit to the other party, by mutual agreement not less than three (3) days prior to the hearing, a pre-hearing statement alleging facts, grounds and defense which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

Miscellaneous Provisions (Grievance continued)

1. 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.
2. After a case of which the arbitrator is powered to rule hereunder has been referred to him/her it may not be withdrawn by either party except by mutual consent.
3. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
4. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
5. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
6. Filing and presentation of grievances shall not interfere with a teacher's regular assigned duties unless mutually agreed to by both parties.

ARTICLE XXI

NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, it is recognized that matters of mutual concern may arise from time to time which have not been negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While the Association and the Board shall execute no final agreement without ratification, 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. When mutually agreeable the Association's negotiating subcommittee of no more than three (3) members shall be granted release time to permit the parties to negotiate during the regular school hours.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission take any other lawful measures it may deem appropriate.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent within the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and Association and presented to all teachers now employed or hereafter employed.
- F. There shall be three (3) signed copies of the final Agreement for the purposes of record. One (1) will be retained by the Board, one (1) by the Superintendent, and one (1) by the Association.
- G. Each teacher shall have the right upon request to review the contents of his/her evaluation file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- H. Each teacher shall have the right, upon request, to review the contents of his/her personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each file shall be initiated as of the date of ratification of the contract and shall contain the following:

- Required medical information
- All teacher evaluation reports
- Copies of annual contracts
- Record of teacher certificate transcript of academic records
- Tenure recommendation

Any of the above information not in the folder at such date will be included in the file if the teacher so desires and supplies such. No material submitted as non-confidential may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become part of the said file.

ARTICLE XXIII

TERMINATION - SEVERANCE PAY

- A. To be eligible for benefits under this program, a teacher shall be employed for at least ten (10) consecutive years of service by the Adams Township School Board of Education.
- B. A lump sum payment of Seven Thousand Five Hundred Dollars (\$7,500.00) shall be paid a staff member who qualifies for termination severance pay upon retirement.
- C. It is further understood that the School District may negotiate and implement other early retirement special inducements for staff members with the consent and approval of the Adams Education Association.

ARTICLE XXIV

MEDICALLY FRAGILE STUDENTS

When a general education classroom teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his or her bodily function, nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures that may be necessary on occasion due to the student's impaired condition. Teachers agree to render routine non-medical assistance.

ARTICLE XXV

SCHOOL IMPROVEMENT

The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools as provided in Act 197, P.A. 1987 (Section 15.1919 (919b) MSA) or other similar plans:

- A. Participation in the planning by the employee is voluntary if outside of the regular school day.
- B. Participation or non-participation in the planning shall not be used as criteria for evaluation, discipline, and discharge.
- C. The Master Agreement may not be modified in whole or in part except by mutual written agreement by the Association and the Board.

ARTICLE XXVI

MENTOR TEACHER

For the duration of this contract, a certified teacher may be recruited from the teaching staff by an administrator in order to work with and mentor new, non-tenured teachers. The objective is to help the new teacher become as effective as possible during the period of pre-tenure. This mentor should have at least five years of successful teaching experience and be willing to volunteer time to meet with and advise the new teacher in close concert with the principal; however, the mentor should take no part in the actual appraisal process, rather he/she should aid the newcomer in receiving a positive appraisal by an administrator. Since the position of mentor is voluntary, he/she may withdraw from the process at any time.

ARTICLE XXVII

EXTRA PAY – SCHEDULE B

EXTRA CURRICULARS. Extracurricular payments shall be premised and paid upon the B.A. Base. Any newly assigned varsity coach earning 14.75% of the BA Base will be placed on the following schedule:

- Year One 70% of the BA Base calculation
- Year Two 80% of the BA Base calculation
- Year Three 90% of the BA Base calculation
- Year Four 100% of the BA Base calculation

Cheerleading	3%
Varsity Volleyball	14.75%
Junior Varsity Volleyball	6.5%
Basketball-Boys Varsity Coach	14.75%
Basketball-Boys J.V. Coach	6.5%
Basketball-Girls Varsity Coach	14.75%
Basketball-Girls J.V. Coach	6.5%
Basketball-Boys Jr. High Coach	3.5%
Basketball-Girls Jr. High Coach	3.5%
Basketball-Freshman Coach (Boys or girls)	4%
Basketball-Elementary Boys'	1.5%
Basketball-Elementary Girls'	1.5%
Hockey Varsity Coach	14.75%
Hockey Varsity Assistant	5.7%
Cross Country Coach	5%
Competitive Swimming	5%
Track	5%
Golf Coach	3%
Year Book Advisor	2%
Chaperons-Per Occasion	\$17.00
Safety Patrol	3.5%
LSSI Director	1.0%
School Play Director	2.8%
Senior Advisor	1.2%
Junior Advisor	1.2%
Class Advisor (Grades 7 - 10)	0.6%
Homeroom Teacher (Elementary)	0.6%
New Teacher Mentor	1.0%
Timing & Scoring Basketball Games-J.V.	\$10.00
Timing & Scoring Basketball Games-Varsity	\$10.00
**Music Director	9.5%
Student Council Director	3%
Junior High Track	1.1%
Junior High Volleyball	3.5%
History Day Advisor	1.0% (If overnight)
Nesbit Director	1%
Nesbit Fund Raiser	1%
Nesbit Staff	1%
MATHCOUNTS/MCTM	1%
National Honor Society	2%
High School Bowl	1%

EXTRA PAY FOR EXTRA SERVICES

The Board agrees to pay employment at the following rate for extra services performed. Longevity in an extra-curricular position does not denote tenure. Assignments will be made at the discretion and approval of the administration prior to any paid activity.

Vocational Certification

The Adams Township Board of Education agrees to pay an additional \$450 for those teachers who attain vocational certification which requires work experience beyond the regular academic requirements and who uses such certification to the advantage of the Adams Township School District during the regular school day.

Department Heads

There shall be a maximum of four department heads which shall be paid an annual stipend of \$200 and shall include but not be limited to department heads in:

- A. Math
- B. Science
- C. Social Studies
- D. English and Foreign Language

Overnight Chaperone

Any overnight teacher chaperone, not covered by schedule B, not covered by fundraising and at the request of the administration, will receive a personal day or one day's sub pay.

A committee composed of the superintendent; a member of the Board of Education and two members of the Adams Township Education Association shall set payment for newly established extracurricular activities.

**This pay does not include any summer band activities.

- A. When substitute teachers cannot be located the principal may assign teaching staff members to classes during their preparation periods, provided that the teacher agrees and does not neglect previous assignments. These assignments are to be made only when substitute teachers are unavailable. The rate of pay is to be Fifteen Dollars (\$15.00) per period.
- B. The rate of compensation for use of personal automobile conveyance shall not be less than Thirty-five (35) Cents per mile or the entire direct travel cost for use of the most reasonable available public conveyance for travel on field trips or other business of the district.
- D. Varsity head coaches shall be paid One Hundred Dollars (\$100.00) as a longevity payment after they have completed eight years of service as a head coach. An additional One Hundred Dollar (\$100.00) stipend shall be paid to the varsity head coaches after they have completed 12 years, 16 years and 20 years of service as a head coach
- E. Distance learning teachers shall be paid One Hundred Dollars (\$100.00) per semester for each course taught. A second section of the same course is not paid \$100 additional dollars.
- F. Lunch-time supervision shall also be voluntary. Compensation shall be Ten Dollars (\$10.00) per lunch period or compensation time. Two lunch periods shall equal one class period.* An effort will be made to share lunch time supervision. The purpose of this is to prevent an employee from being away from his or her class too often.
*One lunch period = ½ class period; 7 class periods = 1 day

- G. The certified professional staff agrees to provide on-site voluntary recess coverage for both the A.M. and/or P.M. recess periods. It is understood and agreed upon by the parties hereto that if the union fails to provide on-site recess coverage for the District's recess periods that the School Principal may assign a certified professional staff member to such recess coverage on a rotation basis. It is further agreed that each recess period (K-6) will be monitored by no less than nor more than two certified persons unless the recess period is split by the employer for upper elementary students and lower elementary students and in that event only one certified professional staff member shall be obligated to monitor each recess period. The parties also acknowledge that the employer shall have the option of providing additional non-certified professional staff to assist supervision of the recess periods and/or to provide assistance for students who have special needs.

The employer agrees that it will furnish the certified professionals (the union) minute for minute compensatory time for this service (recess coverage). The individuals on recess duty can accumulate up to a total of 104 duty periods or four (4) workdays of this compensatory time. A workday consists of 26 duty periods. Once this total amount of time is accumulated, an individual is required to use no less than one-half day nor more than two (2) full days of this time before he/she can begin to accumulate additional compensatory time under this agreement. The Building Principal may, at his/her discretion, accommodate use requests of lesser amounts of time.

- H. Use of compensatory time by teachers:

- 1) Teacher can accumulate only four full days; then must use between one-half and two days.
- 2) Only two teachers can use compensatory time at one time unless adequate coverage is available, then three at principal's discretion.
- 3) Teacher can roll over only two days to the following school year.
- 4) Teacher may use no more than two days in conjunction with personal days.
- 5) Days used adjacent to any holiday must be applied for two weeks in advance except in emergency situations. (Principal's definition of emergency)
- 6) Cannot be used the first or last day of a school year

**Appendix A – 1
Salary Schedule (2018-19)**

**Teachers will be awarded a step for the 2018-19 school year.
2% increase on scale (scale reflects 2% increase from 17-18 school year)
Longevity payment after completion of step 13 will equal 750.00 dollars**

Step	BA	BA +15	BA +30	MA	MA +15	MA+30/Ed Spec	PHD/DBL MA
0	\$35,134	\$36,140	\$36,721	\$37,145	\$38,150	\$38,733	\$39,316
1	\$36,933	\$37,939	\$38,521	\$38,945	\$39,952	\$40,533	\$41,116
2	\$38,733	\$39,739	\$40,322	\$40,746	\$41,751	\$42,333	\$42,915
3	\$40,533	\$41,538	\$42,121	\$42,526	\$43,551	\$44,132	\$44,716
4	\$42,333	\$43,339	\$43,921	\$45,125	\$45,350	\$45,934	\$46,516
5	\$44,132	\$45,138	\$45,722	\$46,145	\$47,152	\$47,732	\$48,314
6	\$45,934	\$46,939	\$47,520	\$47,945	\$48,950	\$49,532	\$50,115
7	\$47,733	\$48,738	\$49,321	\$49,744	\$50,750	\$51,333	\$51,914
8	\$49,532	\$50,539	\$51,120	\$51,544	\$52,550	\$53,133	\$53,714
9	\$51,333	\$52,338	\$52,922	\$53,345	\$54,350	\$54,932	\$55,515
10	\$53,133	\$54,139	\$54,720	\$55,143	\$56,150	\$56,732	\$57,315
11	\$54,932	\$55,938	\$56,521	\$56,945	\$57,950	\$58,533	\$59,114
12	\$56,732	\$57,738	\$58,321	\$58,744	\$59,751	\$60,332	\$60,914
13	\$59,055	\$60,061	\$60,644	\$61,067	\$62,073	\$62,656	\$63,237

All lane changes refer to post-degree college credits

Appendix B-1
Adams Township School District
School Calendar 2018-19

In the event of snow days, delays and other school closings that require make-up to be eligible for full state aid, time will be added in June 2019.

August	29	Full Day Inservice
September	04 28	First Day of School Half Day Inservice
October	19	Half Day inservice
November	04 05 08 09 22 – 23	End Quarter 1 Begin Quarter 2 Parent Teacher Conferences Half Day Inservice Thanksgiving Break
December	21 – 31	Christmas Break
January	01 02 14 15 – 18 20 21 25	New Years Break Resume Quarter 2 End Quarter 2 Final Exams End Semester 1 Begin Quarter 3 Half Day Inservice
February	15 18	Half Day Inservice Mid Winter Break - No School
March	15 22 23 – 31	Half Day Inservice End Quarter 3 Spring Break – No School
April	1 19 22	Begin Quarter 4 Good Friday – No School Easter Monday – No School
May	24 27	Class Day / Graduation Memorial Day – No School
June	4-7 7	Final Exam End Semester 2 – Final Day of School

* District Student Half Days (Dismissed at 12:05)

** JHS Student Half Days (Dismissed at 12:05)

GRIEVANCE REPORT FORM

Grievance _____ School District Distribution of Forms

GRIEVANCE REPORT

Submit to Principal in Duplicate

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

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
-----------------	-------------------	-------------------------	-------------------

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Article and Paragraph of contract alleged to have been violated

Article (s) _____ Paragraph (s) _____

2. Statement of Grievance

(If additional space is needed in reporting Sections B 1 and 2 of Step I, attach an additional sheet.)

3. Relief Sought

Signature

Date

C. Disposition by Principal

Signature

Date

D. Position of Grievant and/or Association

Signature

Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee

Signature

Date

C. Position of Grievant and/or Association

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board

Signature

Date

C. Position of grievant and/or Association

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator

Signature

Date