

AGREEMENT

BETWEEN

ALMONT COMMUNITY SCHOOLS

BOARD OF EDUCATION

and

ALMONT EDUCATION ASSOCIATION

2011 - 2013

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PREAMBLE

This Agreement, entered into this 25th day of July, 2011, is by and between the Board of Education of the Almont Community Schools, Almont, Michigan, hereinafter referred to as the "Board" and the Almont Education Association, hereinafter called the "Association".

ARTICLE I Recognition and Collection of Dues

Section 1: Recognition

The parties of this Agreement recognize their obligation to bargain collectively on hours, wages, and other conditions of employment, as required by P.A. 336 of 1947 as amended. The Board recognized the Association as the exclusive bargaining agency for all employees covered by this Agreement, which is described below:

All regularly employed contracted teachers, guidance counselors, librarians, and special education teachers wholly or primarily contracted with or by the Almont Community Schools.

But excluding:

All other personnel employed by the Board of Education of the Almont Community Schools, specifically: Superintendents, principals, secretarial and clerical employees, substitute teachers, cafeteria employees, paraprofessionals, high school completion, adult education, and community education teachers employed in the Community Education Department, and any other persons engaged more than half-time in the direct administration and supervision of other Board employees.

Section 2:

Whenever it can be reasonably determined that a substitute teacher will be needed for a period of more than one hundred fifty (150) consecutive days, the substitute shall be issued a contract and will become part of the bargaining unit. Pay shall be on a per diem basis.

Whenever a substitute is employed in the same bargaining unit position for more than one hundred fifty (150) consecutive school days, he/she shall be issued a contract and become part of the bargaining unit. Only the salary and seniority provisions of the contract will be retroactive to the initial date of employment.

Section 3: Part-time Teacher/Teacher

A. No more than two (2) part-time employees may assume teaching duties for the fall semester unless mutually agreed upon (on an annual basis) by the Association and Board. No more than two (2) part-time teachers may be hired for the second semester unless there has been prior consultation with the Association. It is agreed that part-time teachers will not be hired if it is possible to combine extra class offerings and hire at least a half-time teacher. Any time a member of the bargaining unit is willing and able to assume the duties of the part-time employee (teaching daily during their preparation period excluded) he has priority to the position. A part-time employee shall be defined as any employee who teaches two (2) or less periods per day or its equivalent.

B. The term "teacher," when used hereafter in the Agreement, shall refer to all employees represented by the bargaining unit.

Section 4: Payroll Deductions

- A. The Board agrees that upon receipt of a signed authorization for deduction of membership dues or assessments of the Association, the sum of said dues or assessments as established by the Association, will be deducted from the regular salaries of such teachers and remitted to the Association in accordance with past practice. Said list of deductions, assessments, or dues shall be provided by the Association. A form will be provided for the Union to list all deductions.
- B. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees to disburse said sums to the Association by the first work day following the last pay in the month.
- C. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. The Board agrees to disburse said sums to the above agencies by the first work day following the respective payroll deduction period. Teachers have the option of four (4) annuities and four (4) credit union changes per year.

Section 5: Agency Shop

- A. Any teacher who is not a member of the Association in good standing, or does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition

of employment, pay a service fee to the Association in an amount equivalent to the total dues uniformly required to be paid by members of the Almont Education Association. In the event that a teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
 - 1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not affected.
 - 2. If the teacher fails to comply, the Association may file charges, in writing, with the Board and shall request termination of the teacher's employment. A copy of the non-compliance and proof of service shall be attached to said charges.
 - 3. The Board, only upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers' Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or service fee, the Board agrees to promptly disburse said sums upon direction of the Association.
- D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as a result of said suit or action, including unemployment compensation claims arising from the affected teacher(s), subject, however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
2. The Association, after consultation with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this Section.

ARTICLE II
School District Rights

Section 1:

- A. It is expressly understood and agreed that all rights which ordinarily vest in and have been exercised by the District, except those which are clearly and expressly relinquished herein by the District, shall continue to vest exclusively in and be exercised exclusively by the District without prior negotiations with the Association, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, except as expressly provided otherwise in this Agreement:
 1. The executive management and administrative control of the school system and its properties and facilities.
 2. Hire all teachers.
 3. Establish grades and courses of instruction, including special programs, and provide for athletic, recreational, and social events for students.
 4. Determine class schedules, grade level assignments, and hours of instruction.
- B. The matters contained in this Agreement and/or the exercise of any such rights of the School District are not subject to further negotiations between the parties during the term of this Agreement, unless mutually agreed by both parties to reopen the contract for the purpose of

negotiations.

- C. The determination and administration of school policy, the operation and management of the schools is vested exclusively in the School District.
- D. The listing of specific management rights in this Agreement is not intended to be, nor shall be, restrictive of, or a waiver of, any rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the School District in the past.
- E. The Board shall remain fully vested with all rights conferred to it by the State of Michigan, Federal or Local Government.

ARTICLE III
No Strike Clause

Section 1:

In no event will the Association cause, authorize, or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slow-down, stoppage, interruption, or impeding of work or curtailment of, or interference with, any operation of the District in any building, office, grounds, or facility of the District during the term of this Agreement. In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibilities set forth above, the Association shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that continuance could be subject to disciplinary action by the District.

ARTICLE IV
Teacher Responsibility

Section 1:

Teachers will conduct themselves in a professional manner and will be acquainted with the Code of Ethics of their professional organization.

ARTICLE V
Association and Teacher Rights

Section 1:

The parties agree there shall be no discrimination for any reason against any employee,

including but not limited to reasons of race, creed, color, sex, national origin, or age (as defined by law) nor for membership or legitimate activities in behalf of the Association. Handicap shall not be a factor in the completion of an employee's work responsibility.

Section 2:

Action instituted against any employee by either part which is for "Just Cause" is not be construed or interpreted as "discrimination".

Section 3:

In the event that the Almont Community School District absorbs or becomes a party to a merger with another school district, the terms and conditions of this Agreement shall continue to apply to the bargaining unit members presently covered by this Agreement for the duration hereof and shall be deemed to apply with equal force and effect to the personnel of the other absorbed or merged district eligible by classification for inclusion in the recognized bargaining unit herein involved to the extent permitted by law.

- a. In accord with Public Act 205 of 2009, the Board and the Association agree that the Board shall, with the involvement of teachers and administrators, adopt and implement a rigorous, transparent, and fair performance evaluation system. The system shall provide for annual evaluations of teachers and administrators, and shall take into consideration student growth as a significant factor. The Board and Association agree to meet at a time to be mutually agreed upon to gather the input of teachers and administrators in accord with the statute.
- b. In accord with Public Act 205 of 2009, the Board agrees to implement and maintain a method of compensation for its teachers and administrators that includes job performance and accomplishments as a significant factor in determining compensation and additional compensation. The Board and Association agree to meet at times to be mutually agreed upon to discuss the implementation of this method of compensation.

Section 4:

Should any article, section, or clause of this Agreement be declared invalid by a court of competent jurisdiction, said Article, section, or clause, as the case may be, shall be automatically deleted from this Agreement but the remaining Articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement and the parties shall thereupon immediately enter into negotiations on a legal substitute for the stricken or voided clause.

In the event any law is enacted which requires compliance by the District, or which sets forth penalties in the event of noncompliance by the District, provisions of the contract which cause the noncompliance will cause the parties to immediately enter into negotiations on items that are mandatory subjects of bargaining.

Section 5:

The Board agrees to furnish, as promptly as possible, all relevant information requested by the Association to construct its position in bargaining. With respect to the processing of a grievance, the Board agrees to furnish all relevant information requested by the Association subject to the following limitation: The Association may not acquire information contained in the individual teacher's personal file without the permission of the teacher if such unapproved disclosure would result in violation of the Right to Privacy Act.

Section 6: Counselor

Privileged Communications: All communications obtained by a counselor in the course of professional dealings with pupils and deemed by said counselor to be detrimental if revealed, to the general, continuing, counselor-pupil relationship, may be withheld unless revelation is required by law or the superintendent.

Section 7: Bulletin Boards and Mailboxes

The Association shall have access to distribute material through the teachers' mailboxes and shall have access to an assigned section of the bulletin board in the teachers' lounges for posting of notices of Association meetings, Association elections, and materials of professional interest to teachers.

Section 8: Smoking

Smoking is not permitted in any area of school property. The Board shall make available sanitary, well-ventilated, and appropriate furnished lavatory facilities, lunchroom, and workroom for staff use. The Board agrees to provide room space to the Almont Education Association. The costs of telephone installation, telephone use, and any room furnishings are the responsibility of the Association. The Administration will have keys to the room.

Section 9:

Secondary and Elementary workrooms will be provided and equipped with adequate duplicating equipment, typewriters (or word processors), and supplies.

Section 10:

The Board agrees to provide:

- A. A teacher-requested locked and unlocked filing cabinet.
- B. Locked closet space for teachers to store personal effects.

- C. Functional chalkboard, whiteboard, or marker board in each classroom.
- D. Copies for each teacher's use of textbooks, manuals, and reading charts used in each approved course. The Board will provide materials for reading and similar programs, as mutually recommended by the Administration and teachers. Materials provided by the Board will be retained by the Board.
- E. A desk for each classroom in the District.
- F. A dictionary in each classroom.
- G. Storage space for instructional materials to the extent feasible.
- H. Instructional material required in daily teaching responsibility.
- I. A maximum of three (3) refrigerators for lunchroom/workroom.
- J. Reproducing materials at an acceptable standard.
- K. Appropriate furnishings for teachers' workroom/lunchroom.

Section 11:

Telephone facilities will be made available to teachers. School business calls need not be recorded, but personal calls will be recorded by the Board. Personal calls made by school personnel are to be paid monthly.

Section 12:

Upon request of the Association, vending machines may be installed in the teachers' lunchroom area. All costs, other than that for electricity, shall be borne by the Association and the proceeds shall go to the Association. The complete care and upkeep of the machine and its supplies shall be the responsibility of the Association.

Section 13:

Off-street parking facilities will be provided and maintained for staff use. Snow and ice will be cleaned away as promptly as feasible from parking areas and from sidewalks.

Section 14: School Closing

Should the District be required to make-up days lost in order to qualify the District for full State Aid, said make-up days shall be added consecutively to the end of the instructional year, or at other mutually agreeable times. Teachers are required to work the make-up days and shall not receive an increase in salary above the teacher's contract

amount. If teachers are required to work hours on a day that is canceled and subsequently needs to be made-up to qualify for State Aid, then compensation time shall be provided for the equal number of hours worked during non-student contract time (i.e., records day, planning period, etc.) by arrangement with the Building Principal.

Section 15: Use of School Facilities

The Association will be permitted the use of school facilities for regular and special business meetings of the Association and for committee meetings on Association business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District. Association use of school business equipment will be permitted, provided that:

1. Request is made and use arranged in advance.
2. The use is strictly to service the legitimate business needs of the Association, such as the duplication of financial records, bulletin board notices, business correspondence, etc.
3. The purpose is for internal business use of the Association and is not for external or public distribution.
4. Supplies, in connection with such equipment use, will be furnished or paid for by the Association.

It is mutually understood and agreed that Association activities on the school premises and during school hours will be prohibited, except as expressly provided for elsewhere in this Agreement and specifically that no Association views on matters relating to the Board/Association relationship will be discussed in the classroom.

Section 16: Contracts

The Board will publish the Agreement and furnish a copy for each member of the bargaining unit and five (5) extra copies to the Association.

Section 17: Care and Responsibility

Teachers are responsible for all property and equipment entrusted to them and shall exercise reasonable care in their use. Teachers shall not be held responsible for normal wear and tear, nor for loss or destruction of property or equipment in instances where the teacher has not been negligent in discharging his responsibilities.

Section 18:

The Association will receive 25 days, as needed, for Association business during the

school year. The President of the Association will be responsible for notifying the Administration when such a day or half-day will be needed. From this pool of days no member may use more than 10 days. This will prevent disruption in the continuity of teaching.

Section 19:

In addition to the above named days, at the beginning of every school year, the Association shall be credited 5 days to be used by officers or designated agents of the Association. The Association shall pay for the substitutes when substitutes are needed. These days are to be used to further the educational and professional objectives of the Association and in no way are they to be used to discredit or publicly embarrass the Board of Education. Beyond this general condition, such use of these days is at the discretion of the Association. The Association agrees to notify the Administration no less than forty-eight hours in advance of such leave.

Section 20:

Teachers will be issued a handbook. Teachers will have the option of maintaining possession of their Collective Bargaining Agreement. The remainder of the handbook is to be turned in at the conclusion of the school year for appropriate deletions and additions. Any teacher scheduled to remain with the School District for the ensuing school year may keep the handbook at his/her request. All teachers having turned in their handbook shall receive an updated handbook at the beginning of the ensuing year. Any teacher maintaining a handbook which becomes unavailable for use by that teacher for the ensuing school year, shall purchase from the District a new handbook at his/her expense, the cost of said handbook being a reasonable sum representing, in the discretion of the District, the cost of preparation of the handbook. The handbook will be updated by October 1st.

Section 21:

All teachers shall have access to an outside door, their teaching area(s), and appropriate building workroom. Teachers may request continued access to these areas during the summer months. It is agreed that outside groups using school facilities shall first secure a building permit

Section 22: Medically Fragile Students

No member shall be required to perform medical, hygiene, or other non-instructional procedures for students such as (but not limited to) suctioning, catheterization, diapering, or toileting.

Coaches and physical education teachers may still be asked to provide basic emergency first aid to medically fragile students in their physical education classes or sports

program. At no time will the level of first aid to be provided exceed that of a reasonable lay person under similar circumstances.

Section 23:

It is understood that any request to review the personnel file of an Association member shall be handled according to relevant law. The Association members shall be notified of the request two business days prior to any review.

ARTICLE VI
Representation

Section 1:

The Board agrees to recognize a Bargaining Committee which shall be composed of no more than six (6) members of the Association and who shall each be certified to the Board by the Association upon election or appointment to said Committee.

Section 2:

The Board agrees to recognize a Grievance Committee of not more than four (4) teachers, each of whom shall be certified to the Board by the Association as Grievance Committee Members. A Grievance Committee Member shall have the right to entertain a teacher complaint at times during the school day when both individuals are free from parent conferences, pupil supervision, or classroom duties.

Section 3:

The Board agrees to meet through its Bargaining Committee with the Association Bargaining Committee on all matters properly subject to collective bargaining under the terms of the Agreement or to discuss matters of mutual interest from time to time and further, the Board agrees to meet through its Grievance Committee with the Association Grievance Committee in accordance with the provisions herein for processing grievances.

Section 4:

Meetings between the Board and the Association through their committees will take place at hours which are not in conflict with or do not interfere with scheduled operations.

Section 5:

When negotiations are mutually agreed to be conducted during regular school hours, release times shall be provided for the Association Negotiations Committee.

ARTICLE VII
Grievance Procedure

Section 1:

A claim by any teacher, group of teachers, or the Association that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement or any Board policy, administrative regulation, or disciplinary action may be deemed a grievance under this contract and will be subject to the grievance procedure hereinafter, provided that in all cases, the alleged grievance shall be assigned by a current employee of the School District.

Section 2:

The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties, in writing. In the event that the Association fails to appeal a grievance or Board answer within the particular, specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer, if any. In the event that the Board shall fail to supply the Association with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step, with the time limit for exercising said appeal commencing with the expiration date of the Board's period for answering. Time limits shall be calculated by beginning the count as 12:01 a.m., following the events specified in Section 4 and 5 of this Article.

Section 3:

All specified time limits herein shall consist only of school days. Time limits during the summer months shall consist of weekdays, excluding holidays. Summer months consist of the time period from the last day of school in the spring or summer to the first day of school in the fall.

Section 4:

Each grievance shall have to be initiated within five (5) days of the occurrence of the cause for complaint, or, if neither the aggrieved nor the Association had knowledge of said occurrence at the time of its happening, then within five (5) days of the first such knowledge by either the aggrieved or the Association. Posted Board notices shall be considered as binding the Association and all members of the bargaining unit with knowledge of the subject matter related in said bulletin.

Section 5:

Any teacher having an alleged, but timely, grievance as herein above defined may process the complaint in the following manner:

- Step 1: The aggrieved teacher, or a designated teacher from a group having the same cause of complaint, may himself, or at the request of the aggrieved, in the company of or represented by the appropriate Association Representative, who in any case shall have the right to attend the meeting, present the matter to the particular school, or his designated representative within the allotted period for filing protests and shall attempt adjustment of the dispute. The parties shall sign acknowledgment that the meeting verbally instituting the grievance took place on the day of such conference. The principal shall have three (3) days in which to give a written answer to the complaint at this step.
- Step 2: If the grievance is not satisfactorily settled in the foregoing manner, the Association shall have the right, within three (3) days after the expiration of the three (3) days allowed for the particular Principal's written answer at Step 1, to submit the grievance, in writing, to the School Superintendent or his designated representative for formal hearing at Step 2. The Step 2 meeting will be called within five (5) days of the submission of the written grievance. At the second meeting, the Association and the Board will be represented by their duly constituted grievance committees which may be augmented at the election of either side by the addition of a consultant. After the hearing is concluded, the Superintendent shall have three (3) days in which to give the Association his decision on the dispute, in writing.
- Step 3: If the grievance is not satisfactorily settled in the foregoing manner, the Association shall have the right, within three (3) days after the expiration of the three (3) days allowed for the Superintendent's response at Step 2, to submit the grievance, in writing, to a Board of Adjustment for a formal hearing at Step 3. The Step 3 meeting will be conducted within five (5) days of the submission of the written grievance. The Board of Adjustment, made up of three (3) members of the Board of Education, will review the grievance in an attempt to solve the dispute. Representation for the aggrieved teacher will be as outlined in Step 1. After the hearing is concluded, the Board of Adjustment shall have three (3) days in which to give a written answer to the Association. The Association, at their option, may omit this step of the grievance procedure and immediately proceed to Step 4.
- Step 4: If the issue is not resolved in the foregoing manner within fifteen (15) days after the expiration of the time allotted in Step 3, the Association shall notify the Board of its intent to submit the grievance to final and binding arbitration. The parties may attempt to mutually agree upon an Arbitrator. If no mutually agreed to Arbitrator is selected, an Arbitrator will be selected under the rules of the American Arbitration Association which shall act as Administrator of the proceedings. The rules of AAA

shall govern the proceedings.

Section 6:

The Arbitrator shall have no power or authority to add to, subtract from, alter, or modify the terms of this Agreement.

Section 7:

Each side will bear the full costs for its side of the arbitration and will pay one-half (1/2) of the costs for the neutral Arbitrator.

Section 8:

Any grievance arising under this Agreement and properly processed under the procedure herein provided shall be considered a live grievance until finally disposed of under the terms of this contract, regardless of whether the term of this Agreement has expired during the interim.

Section 9:

The Association will develop a mutually agreeable form to ensure uniformity and to expedite the grievance procedure.

ARTICLE VIII

Tenure Disputes: Staff Reduction and Restoration

Section 1:

Disputes subject to appeal to the Tenure Commission may, at the option of the affected teacher, be submitted instead to a grievance procedure. In the event that a teacher, electing grievance procedure, subsequently decides to appeal to the Tenure Commission, such appeal shall automatically and effectively stop the process of the grievance procedure at whatever stage it might meanwhile have reached, and in such case, the Association shall make the Board whole for all filing fees to the American Arbitration Association and Arbitrator's fee, if any, which might have been incurred during the interim.

Section 2:

The evaluations of employees hired prior to July 1, 2002, may be subject to the grievance procedure. It is understood and agreed that the Board shall be bound to grant second, third or fourth year probation, or outright tenure, to any probationary teacher who is rated satisfactory and adequate on all evaluations during the current year's probation. The evaluations of employees hired after July 1, 2002, are not subject to the grievance procedure during their probationary period.

Section 3:

- A. No teacher shall be discharged or laid-off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the students enrolled in the School District, or there is a substantial decrease in the revenues or substantial increase in necessary expenditures of the School District.
- B. PRIOR TO A CHANGE THERE WILL BE CONSULTATION WITH THE ASSOCIATION.
- C. The order of the reduction shall be:
 - 1. Teachers not holding a regular Michigan provisional or permanent certificate will be laid-off first, provided there are qualified, certified teachers to replace and perform all of the needed teaching duties of the laid-off teacher(s).
 - 2. If reduction is still necessary, probationary teachers with the least seniority in the Almont Community School District will then be laid-off, provided there are qualified and certified teachers to replace and perform all the needed teaching duties of the laid-off teachers(s).
 - 3. If further reduction is still necessary, tenured teachers with the least seniority in the Almont Community School District will then be laid-off, provided there are qualified and certified teachers to replace and perform all the needed teaching duties of the laid-off teachers(s).
- D. Qualifications defined:
 - 1. Teachers will comply with all state and federal laws regarding teacher qualifications.
- E. Seniority and recall rights shall continue until:
 - 1. A teacher is recalled or;
 - 2. A teacher declines recall to a one-year, full-time position that has been offered by June 30th for the following year.

A teacher who declines a one-year, full-time position, per #2 will be reduced to 0 years of seniority and relinquish recall rights pursuant to the State Tenure Act.

- F. Any lay-off pursuant to this Agreement shall automatically terminate the individual's employment contract. However, the employee's insurance coverage shall remain intact for three months after lay-off.
- G. Any teacher with greater seniority who would volunteer to accept lay-off in order that a teacher with lesser seniority might continue employment with the Almont Community Schools shall request such, in writing, through the Superintendent and the Association President by April 1st of each year. When the parties are in receipt of the request, the senior teacher shall be notified by the Superintendent of lay-off. Lay-offs in this provision shall be for a full school year.

Furthermore, should the volunteer choose not to exercise his rights for Unemployment Compensation, and so indicate to the Superintendent, in writing, by September 30th of each year, the Board will furnish the medical, dental, vision, and life insurance benefits enjoyed by the regularly employed staff for the first full year of lay-off.

By April 1st of each year, the teacher that volunteered for lay-off shall indicate their willingness to continue active employment for the following year and shall be considered a member of the staff for the specific building that he would have served for purpose of a job selection for the following year. In the event the teacher with greater seniority does not continue employment, the position shall be declared vacant.

- H. Class schedules shall be adjusted and involuntary transfers shall be made to cause higher senior persons to be retained and least senior persons to be laid-off, provided that if a vacancy occurs during a school year the employer may, but is not obligated, to make an involuntary transfer to recall a laid-off teacher until the end of said year.
- I. Teachers on lay-off shall be recalled in the inverse order of their lay-off, provided they are certified and qualified to fill the existing opening. It shall be the laid-off teacher's responsibility to maintain their current mailing address and/or forwarding address with the employer; eligibility for recall shall be based on the teacher's certificate on file at the time of recall notice. Notice of recall shall be sent by the employer, by certified mail, to the last known mailing address of the teacher. Within five (5) working days from the date of the receipt of the recall notice, exclusive of days when no mail deliveries are made, the teacher must provide written notification to the Superintendent of his/her acceptance or rejection of the recall. The teacher bears the burden of supplying the employer with the information contained in this section in order to be eligible for recall.
- J. In the event that a teacher is laid-off, said teacher will be placed on the substitute list and will be given first priority for substitute positions. In

the event that more than one teacher is laid-off, priority will be given to the most senior teacher within the areas of their certification and qualifications.

- K. Effective date of employment or re-employment, after a break in employment, shall be the first day of work.

Section 4: Seniority

Seniority, for the purposes of this Agreement, shall be defined as the length of unbroken service within the bargaining unit from the date of the employee's first day of employment in a bargaining unit position. All bargaining unit seniority is lost when employment is severed by resignation, retirement, failure to return from a leave of absence, failure to return from recall, abandonment, or discharge. Neither lay-off nor the taking of an approved leave, as provided under this Agreement, shall constitute a break in service. A seniority list consistent with this Agreement, shall be prepared by the employer within thirty (30) days of the ratification of this Agreement. The seniority list shall be in rank order of the date of the bargaining unit member's first day of work as a bargaining unit member. In the event more than one individual has the same first day of work as a bargaining unit member, the relative place of such persons on the seniority list, with respect to that date of work, will be determined by a drawing. The date, place and time of the drawing will be provided, in writing, to the Union and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the Union, or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified, in writing, of the results of the drawing within forty-eight (48) hours of the drawing.

The seniority list shall be published (with notation of the certification/approvals then on file with the Employer of each bargaining unit member) and posted conspicuously in the area of each building reserved for bargaining unit members use by October 15th of each school year. Updates of the list shall be published and posted once a year.

A copy of the posted seniority list and all subsequent updates shall be provided to the Union. Errors, omissions and/or deletions in or to the list as posted, will be noted and made as required to conform to this Agreement at the request of the Union and notice provided to affected members. All challenges to a seniority list must be made within ten (10) days of the posting of the list. If the challenge results in any corrections, the corrections shall be posted and subject to another ten (10) day challenge period. The District shall incur no liability for relying upon the accuracy of the seniority list.

For seniority and salary schedule placement purposes, regular teachers or teachers on lay-off status who are substitute teaching with an assignment to one specific teaching position serving forty-five (45) or more working days, or one (1) marking period during a semester, will be given credit for one semester.

Bargaining unit personnel working less than full-time will receive salary schedule and seniority credit as follows:

1. Teachers working half-time or less will receive one-quarter (1/4) year credit for each semester worked.
2. Teachers working more than half-time will receive full credit for each semester worked.

Section 5: Administrator Seniority

Bargaining unit members who become Administrators in the Almont system will have their bargaining unit seniority frozen. If they return to the bargaining unit following unbroken service to the Almont Schools, they will be credited with their frozen seniority.

ARTICLE IX Teacher Evaluation

Section 1: Probationary Teacher

Step A: Schedule of Evaluation

Probationary teachers will be evaluated formally by the Administration a minimum of two (2) times in each of their probationary years. These two (2) evaluations are to be completed prior to the end of March each year. Evaluations will be reasonably spaced and completion of one evaluation will be at least one (1) month following the completion of the prior evaluation. Any extension of this time limit will be mutually agreeable, in writing, to the affected teacher, Association and Administrator.

Step B: Contents of Evaluation

The total evaluation shall be work-related in its criteria and shall include, but not be limited to, consideration of the affected teacher's general record, attitude, and activities as they influence his performance in school, as well as teaching skills. The elements which comprise the assessment are to embrace the teacher's attendance and promptness record, cooperation in complying with directives, dependability in meeting deadlines and in being continuously prepared, ability to cope with problems and to work with other human beings, interest in children, participation in activities relating to the job of teaching skills, capacity to inspire desire for learning in children, as well as proficiency to measure the role of the teacher. The evaluation process is intended to identify and correct problems to improve an already satisfactory performance. To that end, Evaluation (and Observation Reports that are part thereof) Reports where a teacher's rating is satisfactory and where problems or areas for improvement are identified, worked on, and corrected, will be removed following one (1) year. Said reports will be removed immediately after the final evaluation of the school year following the date of the Observation and/or

Evaluation Report. If no Evaluation Report is filed during said school year, the reports will be removed at the end of the school year. Problems observed outside the formal observation process are to be brought to the teacher's attention as soon as practical following the event in order to correct the problems as soon as possible. A teacher should be expected to measure up to the professional standards of the vocation and shall be rated accordingly. The Evaluation Form used shall be mutually acceptable and developed by both the Board and Association.

Step C: Observation for Evaluation

The Administrator shall review personnel files to determine the teacher's record of absence and tardiness, as well as evidence of strength and weaknesses which might be revealed by entries related to outstanding performance and commendations, as well as records of warnings, reprimands, discipline, or special instructions which may have been issued to the teacher.

The Administrator shall also conduct a classroom observation of the teacher in action with pupils prior to each of the two (2) formal evaluation conferences and shall rely upon his own knowledge of the teacher's performance and level of professional relationships. Each of the two (2) minimum observations will be at least thirty (30) minutes in duration. All observations or monitoring of the work performance of a teacher shall be conducted openly and with the knowledge of the teacher.

The Administrator shall meet with the teacher prior to the initial observation. The requirements of the observation session shall be explained in detail. This will include a review of the Evaluation Form.

Step D: Observation Conference

The evaluator shall provide an observation report to the teacher within five (5) school days of the observation or, if a series of observations are no more than five (5) school days apart, then the observation report shall be furnished to the teacher within five (5) days of the last observation of the series. The five (5) day period will be mutually extended in the event either party is unavailable.

The Observation Report will be explained to the teacher, in detail, setting forth the teacher's strong points and weaknesses. Counseling is to be utilized by the Administrator so that the teacher may receive guidance as to how to best strengthen weaknesses and improve on an already satisfactory performance.

The evaluation conference and forms will be in lieu of the observation conference in cases when the Administration determines that only one (1) observation per evaluation is required. In cases where the teacher's performance requires more than one (1) observation period evaluation, the evaluation conference will be conducted within five (5) school days of the final observation conference. An Association Representative may be present at any of the conferences if required by the teacher.

Step E: Evaluation Conferences

Following the observation(s), the Administrator shall meet with the teacher within one (1) week after the (final) observation is completed. The rating of the evaluation is to be explained to the teacher, in detail, setting forth the teacher's strong points and weaknesses. Counseling is to be utilized by the Administrator so that the teacher may receive guidance as to how to best strengthen weaknesses and improve on an already satisfactory performance. The Administrator conducting the evaluation shall enter on the Evaluation Form as to the affected teacher's weaknesses, together with recommendations as to how these deficiencies may be overcome. When past weaknesses are absent from succeeding evaluations, it is understood that those weaknesses were corrected. The teacher is to sign the form for the purpose of acknowledging that the interview took place and that discussion was held, but this shall not constitute any admission by the teacher of agreement of the assessment set forth.

An Association Representative may be present at any of the conferences if requested by the teacher.

Section 2: Tenure Teachers

Step A: In connection with evaluation of tenure teachers, the Board agrees to observe and evaluate these employees when necessary in the opinion of the District. The Evaluation Form and procedure used shall be mutually acceptable and developed by both the Board and Association.

Step B: When performance evaluation of a tenure teacher suggests that the teacher employed is not meeting minimal, acceptable standards of performance, the Administration will recommend a program for improvement. The teacher will be observed and evaluated as often as necessary to review the teacher's progress and compliance with the program of assistance.

Step C: With the exceptions specified in Step A of this Section, the evaluation of tenure teachers will follow the terms and conditions specified in Section 1.

Section 3:

Representatives of the Board and the Association will meet to discuss revisions to Article IX that may be necessary to comply with §§ 1249-1250 of the Revised School Code.

ARTICLE X Disciplinary Procedures

Section 1:

No teacher will be disciplined, reprimanded, or dismissed without Just Cause and procedural due process. The Board agrees to follow a policy of progressive correction

which minimally includes oral reprimands, written reprimands, suspension(s) with and without pay; with discharge as a final and last resort. When appropriate, a program of improvement will be provided for the affected teacher. Discipline, other than discharge, demotion, or retirement will be automatically and unreservedly subject to the grievance procedure of this Agreement, including arbitration.

Section 2:

The Board agrees that its rules of conduct will be reasonable and that its enforcement will be fair.

Section 3:

Disciplinary interviews and reprimands will be conducted in private. An affected teacher will, however, have the right, in all instances, to request the presence of an Association Representative or designee at said interview and when such a request is made the interview will not proceed until the Representative is in attendance.

Section 4:

Teachers and the Association shall be given copies of all entries in their files which might be used as reliance for action against them and shall acknowledge receipt of same by their signature on the original document. In the event any teacher refuses to sign acknowledgment of receipt, the copies shall, instead, be furnished to the Association for transmittal and the Association guarantees to make acknowledgment that the Board has furnished the copy. Copies of past entries, prior to the date of this Agreement, will be supplied upon request from a teacher.

Section 5:

The Board agrees to purge from personnel files, formal disciplinary actions relating to minor misconduct, two (2) years after the last incident. All activities relating to physical abuse will remain in the file.

ARTICLE XI
Compensation

Section 1:

The salaries of teachers covered by this Agreement shall be as set forth in Schedule A, which is attached to and incorporated in this Agreement. For the duration of this contract, teachers shall remain on the step of the salary schedule they occupied during the 2010-2011 school year.

Section 2:

The per diem teacher's pay on which deductions and adjustments will be calculated, shall be based on the teacher's annual salary, divided by the days covered in the calendar, including paid holidays. Paid holidays shall be: Labor Day, Thanksgiving Day, Christmas, New Year's Day, Good Friday (one-half day), and Memorial Day.

Section 3:

Supplementary pay for specific, selected activities out of the normal contract, and extracurricular activities shall be as set forth in Schedule B, which is attached to and incorporated in this Agreement. The Board will not capriciously deprive a teacher of continuing in a particular extra-duty for which he is qualified. Payment for assignments under Schedule B will be in accordance with the following schedule:

1. All staff members may have their base pay plus one additional line item.
2. Those staff members being utilized in three (3) or more line items will have the option of selecting the two they wish to appear on their payroll. The other will be handled in the following manner:
 - a.) At the conclusion of the activity.
 - b.) For those going year round, at the conclusion of the first semester and second semester.

Section 4:

The Association realizes that from time to time one teacher may be requested to cover for another. In such cases, the teacher shall receive Twenty-Five (\$25.00) Dollars for a normal preparation period.

Section 5:

During the 2011-2012 and 2012-2013 school years, should the Board adopt a budget or budget adjustment that would result in an increase of the Unassigned fund balance in accord with GASB Statement 54, 60% of the money to be deposited in Unassigned fund balance shall be paid to the teachers as a cash stipend within 30 business days of the budget or budget adjustment adopted by the board showing funds eligible to be deposited into the Unassigned fund balance.

ARTICLE XII
Calendar, Schedules, and Hours

Section 1: School Calendar

The Board recognizes its obligation to bargain with the Association over the annual school calendar and the Association recognizes the necessity for a calendar to be established for the school year. In fulfillment of these objectives, the parties agree to make the subject of the school calendar a matter for negotiations. It is understood that the start date of the school year is not a mandatory subject for bargaining, and can be set by the Board of Education.

An Association calendar committee comprised of the AEA Executive Board President, Chief Negotiator, and Vice President will, in concert with Board Representatives, construct a calendar which meets state law and coordinates, if required by law, with the county calendar.

Any modification of the negotiated calendar shall be made only after the representatives of both groups consult and mutually agree to the proposed modification of said school calendar.

Section 2: Class Schedules

Assignment of individual teachers to particular class schedules within the adopted general schedule of teaching hours will be made by the involved Principal.

Section 3:

The normal objectives shall be to inform all teachers, in writing, before the end of the school year as to their teaching schedules for the following year. To the extent that such lead time, in giving notice, be met, or if initial allotments have to be changed, every effort shall be made to publish a master schedule as soon as possible thereafter. Adjustment in this master schedule shall normally be completed by August 15th. Changes in assignments after that date shall be held to the minimum necessary for effecting schedules so as to meet the requirement of servicing pupil need. Further, schedule adjustments may be made at the commencement of the second semester in order to accommodate problems arising from over and under enrollments in certain classes.

Section 4:

- A. The parties recognize that control of class size is an important factor for the highest quality of education. To this end, the Board agrees to strive to meet the following goals in keeping with its resources, balanced by its incurred obligations, and the feasibility of increasing the staff without curtailing programs and activities deemed sound and necessary by the Board.

<u>Elementary</u>	<u>Optimums</u>	<u>Secondary</u>	<u>Optimums</u>
Kdg. - 1st	22	7th - 8th	26
2nd	24	*9th - 12th	*Standards of professional
3rd - 6th	24		Associations for each course

To plan ahead properly to meet the above goals, many factors are involved. Should either the Association or Administration request, a committee comprised of Administration and Association members will meet to discuss class sizes - specifically to make projections and recommendations.

- B. When elementary classes exceed 30 students per class, per grade, the Administration will add a new section no later than the beginning of the following semester. The count date for purposes of this section shall be the first Friday in December during each school year.
- C. Students mainstreamed into a regular education classroom for at least two subjects will be counted toward the class count.
- D. In the secondary area, the Board agrees to abide by the regulations of the North Central Accreditation Association in regard to classroom size. In the event teachers are assigned to teach six (6) classes, 165 students per day will serve as a maximum standard for general classrooms. In the event teachers are assigned to teach five (5) classes, 150 students per day will serve as a maximum standard for general classrooms. In the event teachers are assigned to teach four (4) classes, 120 students per day will serve as the maximum standard for general classrooms.

Lab stations will serve as the limiting criteria for industrial arts, technology labs, and lab sciences. Activity classes will maintain a class load indicated by reasonable past practice. Student enrollment in Language Arts classes in which student writing is frequently required will be limited to no more than thirty-three (33) students, unless the involved teacher agrees to add additional students.

Section 5:

2011/2012 Primary School Schedule:

8:15 a.m.	Beginning of Teachers' Day
8:25 a.m.	Classes begin
11:34 a.m.	A.M. Kindergarten Dismissal
12:28 p.m.	P.M. Kindergarten Begins
3:37 p.m.	Students Dismissed
3:45 p.m.	End of Teachers' Day

2011/2012 Middle School Schedule:

7:25	Teachers Report
7:40 - 7:55	Homeroom
8:00 - 8:50	First Period
8:55 - 9:45	Second Period
9:50- 10:40	Third Period
10:45 -11:50	Fourth Period (Exploratory & Lunch)
11:55-12:45	Fifth Period
12:50-1:40	Sixth Period
1:45-2:35	Seventh Period
2:50	End of Teachers' Day

2011/2012 High School Schedule:

7:15	Teachers Report
7:30 - 8:42	First Period
8:47 - 9:59	Second Period
10:04 - 11:51	Third Period
11:56 - 1:08	Fourth Period
1:13 - 2:25*	Fifth Period
2:40	End of Teachers' Day

**Note that one (1) minute will be added to the High School schedule for the 2011/2012 and 2012/2012 school years in order to attain the required instructional clock minutes. This additional one (1) minute will be added to the above schedule beginning October 17, 2011, for the 2011/2012 school year and beginning October 15, 2012, for the 2012/2013 school year.*

- A.) Teachers will be assigned weekly conference time of at least 250 minutes. The contact time with students for an elementary teacher will not exceed 1,675 minutes weekly.
- B.) Special classes at the primary and elementary level will be considered conference time. No more than two (2) regular specials classes will be assigned to one teacher in any given day.
- C.) Any time not designated as "duty-free" will be assigned by the involved building principal.
- D.) Elementary teachers will be available to cover special classes during emergencies. The administration will endeavor to give as much advance notice as possible when such an emergency occurs. When teachers substitute for another teacher during their conference period, they will receive a \$25 stipend. In the event a teacher misses an assigned conference period due to a specials teacher being assigned to substitute teach, or in the event a teacher misses an assigned conference period due to the unavailability of a substitute teacher for

a specials teacher, said teacher will receive a \$25 stipend.

- E.) Teachers will have a minimum of thirty (30) minutes designed as duty-free lunch to include five minutes passing time to and from the aforementioned lunch.
- F.) The schedules of the Counselor and Media Specialist may be altered to accommodate student need, but shall not exceed the total amount of daily time assigned to classroom teachers. The Counselor and Media Specialist will be assigned a duty-free lunch period of thirty (30) minutes, but are not subject to the assignment of conference time. In the event the Media Specialist is assigned to teach classes in the library, s/he will be provided the appropriate conference time.
- G.) Building faculty meetings may be held provided the frequency rate does not exceed two (2) per month, and each will not exceed forty-five (45) minutes in length. Should a teacher volunteer to serve on a building committee, they will not be expected to attend more than two meetings of said committee in any month. Committee work for which the teacher receives compensation (ex. FRAMEWORKS curriculum studies) shall not apply to the above limits. The superintendent shall call pre-school or post-school day faculty meetings provided the total amount of time required for staff members outside of their scheduled work day does not exceed five (5) hours per school year.
- H.) The Association recognizes the safety and care of children is a prime responsibility of the school district and that the welfare of the children dictates that with any schedule, inclement weather, absence of personnel, or other emergencies, situations may arise when it will be necessary for teachers to accept responsibility for supervision of children even though such instances might cause temporary interruption in the application of lunch schedules, special classes, etc. However, it is agreed that, in the event a substitute teacher is unavailable, the absent teacher's students will not be divided up among the rest of the teachers in that particular grade.
- I.) The Association further recognizes that in the interest of safety, teachers may be assigned to supervise students in the hallway, walk students to such areas as the buses, recess, the lunchroom, etc. It is understood that these assignments are not intended to be on a regular basis, but may occur due to unforeseen circumstances.
- J.) It is the intent of both parties that the High School and Middle School teaching staff will teach four (4) of five (5) periods under the trimester schedule, the fifth period to be a teacher preparatory period. In the event of an unforeseen occurrence which would cause a six (6) period teaching day, it is understood that the teacher will be limited to a maximum of 305 contact minutes daily with students.

Section 6:

A teacher seeking relief from all or part of the assigned primary or extra schedule on any day shall explain the reason for the requested time off to the Principal so that the time off may be granted or denied.

Section 7:

Teachers are expected and encouraged to participate in the activities outlined in Schedule C.

Section 8:

When teachers are absent for a half (1/2) day or more, substitutes will be provided in all cases when available.

Section 9:

When teachers must be absent for other than school business for less than a half-day (1/2) each occurrence, fellow teachers may cover for them. The use of conference periods to cover is highly suggested. (employee may choose to do so without remuneration.)

Section 10:

Administrators may fill in on emergency cases of short notice when teachers are absent.

Section 11:

When school business dictates a teacher be absent from assigned classes, Administration will be responsible for organizing the covering of the teacher's classes. This coverage will be on a voluntary basis and in line with Article XI, Section 4.

Section 12:

The parties agree that the supervision of students K-6 during recess and noon duty will not be the responsibility of AEA bargaining unit members.

Section 13:

An Educational Planning and Placement Committee commenced by the Superintendent and composed of at least one (1) administrator, one (1) counselor, and one (1) teacher shall evaluate and implement a program according to Federal and State Laws and Intermediate School District guidelines for mainstreamed students.

Section 14:

Any teacher involved in the "Mainstreamed" Program may participate in any case conference relative to their student's program. Teachers shall be released during case conferences held during the school day. Such release shall not infringe upon regular preparation time. Teachers shall be compensated at their regular hourly rate for participation in case conferences held outside the regular school day.

Section 15:

In order to achieve a quality "Mainstreaming" Program, the I.E.P.C. shall recommend, if necessary, training to all involved non-special education teachers.

Section 16:

Specials teachers assigned to travel from one building to another as part of their regular teaching day will be reimbursed mileage at the authorized District rate.

Section 17:

The amount of time scheduled for the November parent/teacher conferences will be the same at all school buildings, and will not exceed a total of eight and one-half hours (8 1/2) hours, unless altered by a mutual agreement of the Board and Association.

Section 18:

In order to meet the five (5) day professional development requirement outlined in the School Code, three (3) professional development days shall be scheduled as part of the District calendar. Two professional development days shall be scheduled by the teacher, with the approval of their building principal. A record of each teacher's professional development attendance will be maintained on District forms. In the event a teacher does not complete the required professional development days/hours, they will be subject to disciplinary action, including pay reduction according to their daily rate.

Section 19:

In the event additional student and/or teacher days are required than are provided in the District's calendar, the District will immediately adjust the calendar to meet the new requirement without compensation to the employee. The daily schedule will be adjusted to reflect the daily instructional minutes in place during the 2005/06 school year.

**DISTRICT CALENDAR FOR AEA
2011-2012 School Year**

August	31	Professional Development Day
September	1	Teacher Work Day
	6	First Day (early release for students)
October	12	PSAT (grade 11)
	20	Explore/PLAN/MEAP (Grades 9-11 this week)
November	2	Evening Conferences
	3	Parent-Teacher Conferences (early release for students)
	4	No School
	21-23	High School Exams
	23	Early Release for Students
	24-25	No School (Thanksgiving break)
	28	Second Trimester Begins
December	22-31	Winter Break
January	1-2	No School for Students (winter break)
	3	Return to School
	16	No School for Students (staff professional development day)
February	20	No School for Students (staff professional development day)
	21-23	HS Exams
	23	Early Release for All Students
	24	No School for Students (records day for staff)
	27	Third Trimester Begins
March	6-8	MEAP/MME/ACT Testing
April	2-9	No School for Students (spring break)
	10	Return to School
May	28	No School (Memorial Day)
June	5-7	High School Exams
	7	Last Day for Students (early release)
	8	Records Day for Teachers

Please note: The school year may be extended in the event of school cancellations if the state-required minimum hours of school instruction have not been met

**DISTRICT CALENDAR FOR AEA
2012-2013 School Year**

August	29	Professional Development Day
	30	Teacher Work Day
September	4	First Day (early release for students)
October	11	PSAT (grade 11)
	18	Explore/PLAN/MEAP (Grades 9-11 this week)
November	7	Evening Conferences
	8	Parent-Teacher Conferences (early release for students)
	9	No School
	19-21	High School Exams
	21	Early Release for Students
	22-23	No School (Thanksgiving break)
	26	Second Trimester Begins
December	24-31	Winter Break
January	1-2	No School for Students (winter break)
	3	Return to School
	21	No School for Students (staff professional development day)
February	18	No School for Students (staff professional development day)
	19-21	High School Exams
	21	Early Release for All Students
	22	No School for Students (records day)
	25	Third Trimester Begins
March	5-7	MME/ACT Testing
	29	No School (Good Friday)
April	1-5	No School for Students (spring break)
	8	Return to School
May	27	No School (Memorial Day)
June	4-6	High School Exams
	6	Last Day for Students (early release)
	7	Records Day for Teachers

Please note: The school year may be extended in the event of school cancellations if the state-required minimum hours of school instruction have not been met

ARTICLE XIII
Paid for Leave Time

Section 1:

Sick leave, with pay, shall be granted for bona-fide personal illness or quarantine, serious illness in the immediate family, or death of a near relative up to a total amount of ten (10) days in each teaching year, with the unused portion accumulating to the particular teaching credit, to a total of sixty (60) days. The following limitations shall apply:

1. Personal illness or injury: (See Article XIX)
2. Serious illness in immediate family: three (3) days, unless extra time is approved, in writing, by the Superintendent of Schools for pressing and inescapable need.
3. The employee must notify the Administration or his/her designee one hour before the official start of school for that employee, barring emergencies.
4. Sick leave cannot be tied to an unpaid child care leave, as outlined in Article XVI, Section 4.

Section 2:

The Superintendent shall have authority on the basis of his sole determination to grant the request of an affected teacher for absence in connection with participation in recognized religious observances or for allocation of time off for other legitimate compelling purposes of appropriate, necessary days from the unused portion of that teacher's accumulated sick leave, provided that:

- a. The request is submitted, in writing, sufficiently in advance for proper consideration to be given, except when unforeseen emergency obviates the possibility.
- b. The reasons, therefore, are certifiable and for unavoidable pressing personal need, and
- c. A substitute has been obtained as a replacement.

Section 3:

In addition to the accumulated sick leave, a maximum of three (3) non-accumulative days off with pay, shall be granted each year, and when possible, scheduled in advance.

No more than six (6%) per cent of the teaching staff shall be allowed to be absent for personal business on any one work day unless mitigating circumstances occur. Unused

Personal Days at the end of each school year are non-accumulative as personal days. However, such unused personal days shall be converted into the employee's accumulated sick leave at the end of the year.

Section 4: Professional Business Days

A teacher desiring a Professional Business Day for the purpose of attending conferences, workshops, or seminars, or for visitation for viewing specific instructional techniques or programs, shall consult with his Principal stating his wishes or reasons one week in advance of the conference or desired visitation, except when the teacher had no way of knowing about the event one week in advance. The written request shall be submitted to the Superintendent of Schools. The approval of this request must take into account the value to the School District, the availability of a substitute teacher and the total budget. Such attendance will not be charged against either sick leave or Personal Business Days.

In order to provide a just and equitable process, the Administration will send a representative portion of the involved department, coaching staff or grades, and they in turn will introduce the new ideals, philosophies, techniques or other materials to the remainder of the affected staff members.

Section 5: Jury Duty

A teacher selected for Jury Duty shall be required to notify the Superintendent of Schools of the fact immediately upon receipt of the first notice of selection. The teacher and Superintendent shall each petition the court to schedule the assignment during the summer vacation in order to minimize the disruption of classroom teaching. Any teacher who fulfills these directives and is still assigned Jury Duty by the court shall report for school duty whenever the schedule of Jury Duty permits on a given day and shall be paid the difference between the jury pay said teacher receives and the teacher's per diem for the school days of such duty. It is the responsibility of the teacher to collect his jury pay and to show proof of the amount received in order to receive any payment from the School District for these days.

Section 6: Subpoenaed as a Witness in Court

A teacher subpoenaed to serve as a witness in court shall be paid the difference between his witness fees, exclusive of travel allowance and the teacher's per diem. It is the responsibility of the teacher to collect his witness fees and to show proof of the amount received to the school Administration in order to receive any payment from the School District for these days.

Section 7: Other Absences

All absences other than those expressly covered above shall result in the deduction from the involved teacher's salary of the established per diem pay of said teacher for each

school day of such non-covered absences, regardless of the reasons for the absence and not withstanding whether the specific absence might be excused or unexcused.

Section 8: Death in the Immediate Family or of a Near-Relative

Days with pay shall be granted to the employee in the event of a death in the immediate family or of a near-relative:

- Three days, if 200 or less miles one-way travel is involved.
- Five days, if more than 200 miles one-way travel is involved.

Section 9: Record of Sick Days

The Administration shall inform each teacher, as soon as practical after the commencement of each school year, as to the number of sick days credited to his own bank

Section 10: Definition of Terms

The following definitions shall apply in the interpretation of Section 1:

- a. Immediate Family - Mother, Father, Wife, Brother, Sister, Husband, Child
- b. Near Relative - Mother-in-Law, Father-in-Law, Sister-in-Law, Brother-in-Law, Uncle, Aunt, Grandfather, Grandmother, Grandchild

Section 11:

Employees with perfect attendance for the year shall receive a Two Hundred Fifty (\$250.00) Dollar stipend. Perfect attendance will be defined as the employee using no personal or sick days during the school year.

ARTICLE XIV
Teacher's Authority

Section 1:

Pupil discipline is based on the requirement that all children must adhere to a normally-to-be expected code of acceptable behavior, conform with all school rules and regulations, and comply willingly with all orders incident to school routine from all adult school employees.

Section 2:

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

Section 3:

The Association recognizes the teacher's responsibility to maintain order and control in the classroom through effective teaching and leadership techniques and, in cases of minor infractions through imposition of customary classroom discipline.

Section 4:

A teacher may exclude a pupil from the class and send him to the office when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the pupil in the classroom intolerable. In such cases the teacher shall furnish the Principal, as promptly as his teaching obligations will allow, with full particulars on the problem or incident. The affected pupil will be readmitted to the classroom only upon written authorization of the Principal.

Section 5:

Individual records will be maintained on serious student disciplinary problems in the Principal's Office and will be available to teachers, when necessary, as an aid for determining disciplinary recommendations concerning particular pupils.

Section 6:

School authorities will endeavor to achieve correction of student misbehavior through counseling, interviews, and conferences which, when warranted, shall be extended to include the child's parents. Suspension may be imposed for serious or persistent infractions of normal good behavior in accordance with Board policy.

Section 7:

Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide advice to the teacher as to his rights and obligations with respect to such assault and shall render legal assistance to the teacher in connection with handling the incident by law enforcement and judicial authorities.

ARTICLE XV
Association/Board Cooperation

Section 1:

The parties hereto pledge their sincere joint and individual efforts to attain the objective of mutual cooperation on matters of common interest. Among these are: enhancing the dignity and effectiveness of the teaching profession, protecting and advancing the interest of the pupils and efficiently managing and conserving the School District's property and resources. To this end, the Board invites, and the Association encourages, teachers to actively participate as members of school advisory committees so that composite thinking may be reflected in recommendations on matters relating to pupil-teacher ratio, curriculum, courses of study, choice of textbooks, in-service training, teacher evaluation, new and improved teaching methods and techniques, selection of education equipment and supplies, use of teacher aids and other means of relieving teachers of clerical and related tasks, school calendar, class schedules, schedules of other assignments, grouping of pupils and other professional problems.

Section 2: Supplies, Equipment, Maintenance

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

Section 3:

Further, the parties, through meetings of their representatives, agree to discuss problems on the agenda affecting either side which may arise, but not be subjects for the grievance procedure or collective bargaining. In such monthly meetings, the Committee shall strive to find ways for mutual accommodation which are acceptable and do not alter or abridge the Agreement.

Section 4:

The Board declares its support of a policy of filling vacancies from within its own staff when deemed to be in the best interest of students. Whenever a vacancy occurs or is anticipated, the Administration shall post notice of the vacancy on the teacher bulletin board in each building for not less than two (2) weeks. In no event shall a person from outside the District be hired for a classroom position where there is a qualified applicant from within the system, unless the outside candidate possesses qualifications that are considered superior to the staff applicant.

If the posted qualifications are changed, the position shall be reposted.

Whenever vacancies occur during the summer months, every teacher will be notified by mail. The teacher shall have the responsibility of contacting the appropriate Board designee and indicate his/her interest in a position within three (3) days of receiving the notification.

ARTICLE XVI Leaves of Absence

Section 1: Definition - Leaves of Absence

For the purpose of this Article, a Leave of Absence is any absence, either paid or unpaid, for any approved reason. Any unapproved absence shall be deemed and treated as a breach of discipline.

Section 2: Mandatory Notice

The individual teacher shall be responsible to inform the school Administration as soon as the affected teacher has knowledge of impending need to take time off from work for any reason whatsoever. In those cases where the cause for the absence arises on an emergency basis so that the involved teacher cannot supply advance notice, then the information is to be furnished to the Administration at the earliest moment after the teacher becomes aware of the necessity to be absent.

Violations of this notice requirement will invalidate any claim for a compensable day off and shall cause such lost time, not covered by notice, to be deemed "unexcused". Absences for three (3) days without giving notice shall be considered and treated as a "voluntary quit without proper notice" except in cases where it is physically impossible for the teacher to give notice or cause such notice to be given.

Section 3: Requirements for Approved Leaves

The notice from the teacher to the school Administration shall, in every case, without exception, include the furnishing of the reasons for the absence. Determination as to whether or not the required leave will be granted will be made by the Administration as follows:

a. Personal Leave with Pay (as specified in Article XIII)

1. The reason must be professionally ethical.

b. Personal Leave without Pay (other than Child-Care Leave)

1. The reasons given must be verifiable and legitimate.
2. The need for the absence must be compulsive and inescapable.

3. The teacher's attendance record must be within bound of less than excessive absences when the requested leave is for a reason other than illness or injury.
4. A substitute teacher must be available when the requested absence is short-term and for reasons other than illness or injury, or a contract teacher must be on hand when the requested absence is to be for extended duration.
5. The Administration shall have the unabridged right to reject any request for such leave other than for illness or injury; if, in its sole judgment, it deems the effect to be contrary to the best interests of the school system and its teaching objectives.

Section 4: Child-Care Leave

A leave of absence shall be granted to any teacher for the remainder of the school year for the purpose of child care. The object child of the leave could be: 1) Prenatal; 2) Newborn infant; 3) Newly adopted child; or 4) a child suffering from crippling, terminal, or serious accident or illness. Said leave shall commence upon request of the teacher. It is further provided that:

- a. The leave may be extended an additional year by written request of the teacher and Board approval. Such request may be made specifically by the teacher at the time of requested leave. Such leave shall be subjected to the terms of Section 6 of this Article.
- b. A pregnant teacher may commence said leave at her option any time after confirmation of pregnancy by her doctor.
- c. In the event of miscarriage or death of the object child, the leave of absence may be terminated upon request of the teacher and verification by a physician. The return from such leave, under these conditions, shall be at the beginning of the next semester.
- d. For seniority or salary schedule purposes, the teacher shall be given credit for a full semester if she teaches sixty (60) or more days during the semester during which said leave was granted.
- e. Granting of such leave will in no way interrupt seniority and rights attendant to.

In lieu of the above provisions for unpaid child-care leave, a pregnant teacher shall have the right, if she so desires, to receive sick leave benefits beginning at such time as she is no longer able to fulfill the duties and responsibilities of her position. It is expressly understood that the teacher shall not be entitled to both the unpaid child care and sick

leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of Article XIII, Section 1. In the case of leave for child care, the Board agrees to continue the teacher's health insurance coverage for a period of six (6) months from the date of commencement of leave either paid or unpaid. Following expiration of Board coverage, teacher may carry her health insurance on the group plan so long as she is eligible.

Section 5: Duration of Leaves

All notices of absences for any reason shall also incorporate advice to the Administration as to when the time off is to commence and when it is to terminate. Cases where definite dates as to the beginning and/or end of a requested absence cannot be predetermined shall be handled as follows:

- a. Other Leaves - The affected teacher shall be responsible to apprise the Administration as to the commencement date of the desired leave in all cases other than child care when the notice is given, except in the instance where a teacher is scheduled to enter a hospital but the precise date of bed availability has not been determined, or other self-evident and uncontrollable cause. In these latter cases, the Administration must be notified as to the exact date as soon as the teacher gains such knowledge.
- b. Termination of Leave - No leave shall be for a period beyond the span approved by the Administration in accordance with the following rules:
 1. No leave shall be for longer than one (1) year unless extended by consent and approved by the Board of Education.
 2. Requests for extension on any leave shall have to be made before March 1st. The leave, which has already been granted, shall be submitted, in writing, to the Superintendent of Schools; in case of mid-year leave, the notification must be by October 1st.
 3. Each teacher shall have to return from leave on the designated day (unless extended by the Superintendent of Schools in writing). Any teacher failing to report after expiration of leave shall be considered and treated as a "voluntary quit without proper notice".
 4. Every notice to the Administration about an impending absence MUST indicate the exact date of the termination of the absence when the teacher shall reassume duty, except under the following circumstances:
 - a. A reported absence for a given day without date of return being indicated shall be deemed to embrace a one-day of absence, with the teacher obligated to be at work on the

following day.

- b. A reported absence for a given day without date of return cannot be precisely given, but which is estimated to be of less than six (6) weeks when the notice is given, shall terminate upon the date, furnished later (but as soon as possible) by the teacher, set by the attending physician in cases of illness or injury, or in other cases, as approved by the Administration.
- c. Extended absence of more than six (6) weeks, granted for any reason, including illness, injury, or child-care leave, shall terminate on that date designated by the Administration nearest to the date of availability of the teacher for return, which shall be furnished to the Administration with the notice; or if such date cannot then be determined, as soon as it becomes known to the teacher. The date set by the Administration for termination of the leave shall be that date which, in the Administration's judgment, avoids learning disruption and preserves learning continuity for the pupils.
- d. Return from extended absence due to illness or injury shall be dependent upon certification by the attending physician of the capability to perform the normal duties of the teacher.

Section 6:

- A. Secondary teachers returning from a one year leave of absence shall be restored to their original department from which said leave was taken. Said teacher will be returned to as much of his/her original schedule as possible.
- B. Lower elementary teachers, when returning, shall be placed in the lower elementary grades, upper elementary teachers, when returning, shall be placed in the upper elementary grades.
- C. Teachers receiving an extension of a leave of absence will be returned to the system when an opening for which they are certified and qualified becomes available.
- D. Should displacement of teachers take place, those returning from leaves shall have no more right of position than other teachers on the staff.

Section 7:

Whenever a leave of absence does not have a definite date of return within the same school year in which it commences, the affected teacher shall have to give notice to the Administration by March 1st of the expiring school year of intent and resolve to report for duty in the school system upon termination of the leave. Such notice of reaffirmed

intent must be served on the Superintendent in timely fashion, in writing, or the then delinquent teacher shall be considered and treated as having signified intention to quit in compliance with the Michigan Teacher Tenure Law. In case of mid-year leave, notification must be by October 1st.

Section 8: Military Leave

Teachers inducted into, or volunteering for service in the armed forces of the United States of America shall be accorded all rights and treatment provided for them under appropriate State and Federal Law. In addition:

- a. If a tenure teacher's husband (or wife) is called into the military service and the tenure teacher moves to a family residence at the station assignment, after giving the Board notice of intention to move, said teacher shall remain until a replacement suitable to the Administration and the Board has been obtained, but not to exceed thirty (30) days, then said teacher's status shall be considered the same as though the teacher were under military jurisdiction.
- b. If a teacher requests and is granted a special leave of absence by the Board for the specific purpose of teaching in a United States military installation, outside credit for this experience shall be given upon return to the school system.

Section 9:

Upon proper return from a study or travel leave, teachers shall be credited on the salary schedule for the experience, and during such leave, all fringe benefits will be paid by the District, provided that the teacher returns to the School District for employment the following school year. Teachers not returning will reimburse the District for all costs incurred.

ARTICLE XVII

Retirement, Resignation, and Physical Examinations

Section 1:

No teacher shall discontinue his services with the Board except by mutual consent, without giving a written notice to the Board at least sixty (60) days before September 1st of the ensuing school year. The Board may agree to a resignation at any time after a replacement, suitable to the school Administration and the Board is obtained, provided that the circumstances underlying the resignation are valid in the opinion of the Board and warrant a search for replacement. Teachers are encouraged to notify the District of terminating their employment as soon as possible. Teachers working to the end of the school year will receive fringe benefits through the last pay period in the summer.

Section 2:

In the event a physical examination is required by the Board of Education, the examination shall be made in accordance with the following terms and conditions:

1. The teacher may elect to be examined by a licensed physician of his own choosing, in which case the teacher shall bear the cost of the examination.
2. The teacher may elect to be examined by a licensed physician designated by the Board, in which case the Board shall bear the full cost of the examination.
3. In any case, the examination shall be to the full extent necessary for completion by the examining physician of physical examination forms supplied by the Board.
4. The completed forms and any necessary information setting forth the results of the examination are to be filed with the Superintendent promptly by the examining physician and must be received before the affected teacher will be permitted to commence teaching duties.

Section 3:

In the event that the report of an attending or examining physician of the teacher's choice is challenged by the Board after an illness, injury, or examination, then the following procedure shall be followed:

1. The Board may require the affected teacher to be examined by a physician of the Board's choice at the Board's expense.
2. If the reports of the two physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.
3. In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall by-pass the grievance procedure, and instead the affected teacher shall be examined at the equally share cost of the Board and Association by appropriate specialists in the area of controversy at Ford Hospital, or if early admittance cannot be arranged, the University of Michigan Hospital, Ann Arbor, Michigan, for final and binding determination upon the parties in the matter.

ARTICLE XVIII
Early Retirement

Qualifications:

Reached 55 years of age or have at least twenty-five (25) years of service to the Almont School District.

The teacher must give the District, in writing, notice of intent to retire a minimum of thirty (30) days in advance.

The cash benefit described in (1), below, will only be paid to employees who have been employed by the Board for 15 or more years as of July 1, 2011.

Benefits:

1. The teacher, if employed by the Board for 15 or more years as of July 1, 2011, will be issued an initial lump-sum payment of \$5,000 within thirty (30) days of the teacher's last day of work. Final payment of \$5,000 will be issued no later than one year from the date the first check was issued.
2. District retirees meeting the above qualification who are drawing benefits from the Michigan Public School Employees Retirement System (MPSERS) must sign up for the health insurance benefits provided by MSPERS. The District will reimburse the retiree's portion of the annual health care premium for a period of seven (7) years or until the age of 70 – whichever comes first. Said employees completing the school year must sign up for hospitalization benefits commencing no later than September of the next school year. Persons receiving the hospitalization benefits in this Article prior to 2006 will continue to receive benefits pursuant to the Agreement in effect when they retired.

ARTICLE XIX
Fringe Benefits

Section 1: Life Insurance

The Board of Education will purchase for each teacher, a \$100,000 Term Life Insurance Policy, plus an accidental death and dismemberment rider.

Section 2: Hospital Medical Insurance

A committee comprised of the superintendent, the AEA chief negotiator, the AEA president, and representatives of each district building will examine possible alternatives to items listed in this section.

- A. The Board of Education will provide each full-time teacher hospital medical insurance consisting of:

Comprehensive Hospital Care Certificate
Semi-Private 0959.

DT-120, 0633, CC2286, OPC-2290, XF-0627
MVF II Preferred Group Benefit
Certificates 1880, Prescription Drug
Group Benefit Certificate - \$2.00
Co-Pay 0087

ML-1892, PTM-2 2006, FAE/RC-0218,
VST-4664, RPS-4832, EF-1991, PD-MAC-5013, Reciprocity

Master Medical Supplemental Benefit Certificate, Option IV-4794

COB-3-0540, DC-4656, SD-4651, SAT-II-4081, MMC-PD-4786

- B. Teachers electing not to receive hospital medical insurance will have the option of receiving a cash amount of Five Thousand (\$5,000) Dollars. The cash amount will be paid as wages in accordance with the District's payroll practices. The cash amount will increase in accordance with negotiated raises in Schedule A.
- C. Child-Care coverage for health care is limited to six (6) months.
- D. Health care coverage shall be awarded to staff on leave due to injury or illness in accord with past practice.

Section 3:

If any teacher terminates employment during the course of the school year, the above benefits will cease at the end of the month.

Unless otherwise specified, above benefits do not apply to approved leaves of absence, except sick leaves and child-care leaves.

Section 4:

Teacher employees who drive their personal cars in the course of their employment or otherwise using their automobiles in service to the District, will be reimbursed upon prior approval and the presentation of an expense accounting, according to Board policy, an amount equal per mile to all other employees.

Section 5: Fringe Benefit Eligibility

Teachers must be employed at least one-half time to receive pro-rated benefits (50% of the premium cost) for which they are eligible. Teachers working more than half-time but less than full-time will receive pro-rated benefits for coverage in which they qualify (ex. a two-thirds time teacher would qualify for 67% of premium cost). The same formula will apply to part-time teachers who opt to forego the hospital medical insurance (ex. a two-thirds time teacher electing not to receive hospital medical insurance will receive 67% of the negotiated cash in lieu amount).

Employees working more than one-half time will receive full benefits for coverages in which they qualify.

Section 6:

The Board of Education will purchase, for each full-time teacher, long-term disability, subject to the following conditions:

Employee Eligibility: All full-time employees, under age 65, who are working at least thirty (30) hours per week and who are in an eligible class for the long-term disability insurance benefits.

Waiting Period: Benefits begin after the expiration of 90 calendar days.

Monthly Benefit: 66 2/3% of monthly contractual salary, exclusive of bonuses and overtime, will be payable up to a maximum benefit of \$4,000 per month.

Combined Maximum Limit: The total combined amount of benefits payable under this plan, and benefits payable as a result of disability or retirement provisions of governmental and employer sponsored plans, may not exceed 66 2/3% of an insured monthly contractual salary, exclusive of bonuses and overtime.

Maximum Benefit Period: Accident benefits are payable during continuous disability to age 65. Sick benefits are payable during continuous disability to age 65. Benefits are not payable for disability beyond the 65th birthday, except to provide at least one year of benefits during a period of total disability commencing prior to age 65.

Pre-existing Condition Waiver
Social Security Freeze
Regular Occupation Waiver
Cost of Living
Mental/Nervous Waiver

Alcoholism/Drug Addiction Waiver
Pregnancy Complications Waiver
Primary Social Security Offset
Survivor Benefit

Section 7: Dental Insurance

The Board of Education will provide dental insurance in accordance with the specifications of MESSA, Delta Dental Plan E, with a benefit level of 80% Class I, 80% Class II, 80% to \$1,500 maximum Class III, 80% Class IV. Internal coordination of benefits will not apply.

Section 8: Vision Insurance

The Board of Education will provide vision insurance in accordance with the specifications of MESSA, Vision Care - VSP III Plan. Internal coordination of benefits will not apply.

Section 9: Longevity

During the 2011-2012 school year the Board shall not pay any longevity pay to any teacher.

Longevity pay in the 2012-2013 school year shall be based upon the 2010-2011 BA-1 Step (\$37,540).

After fifteen (15) years of continuous service, teachers shall receive 2% of BA Step 1; after twenty (20) years of continuous service, teachers shall receive 4% of BA Step 1; after thirty (30) years of continuous service, teachers shall receive 5% of BA Step 1, at the beginning of the year. Service to the District includes time as a teacher or administrator.

Section 10: Sick Day Reimbursement

Teachers in the Almont School District who accumulate sick days in excess of sixty (60) days at the conclusion of the school year will be reimbursed for those days over sixty (60) at the rate of \$40.00 per day.

Upon retirement from the District, the employee shall receive a \$30 stipend for each unused sick day.

Section 11: Employee Co-Payment for Insurance Package

The Board of Education will provide the following fringe benefits, life insurance, hospital medical insurance, long-term disability, dental insurance, vision insurance, to employees hired prior to the 2004/2005 school year according to past practice. For employees hired after the 2004/2005 school year, the Board of Education will provide the same fringe benefits (life insurance, hospital medical insurance, long-term disability, dental insurance, vision insurance, outlined above.

Section 12:

The Association agrees that the employer shall have the right, upon mutual agreement with the Union, to implement beginning in June, prior to the expiration of the Agreement, either the benefits contained in Sections 1, 2, 6, 7, and 8, or the benefits contained below in Section 13:

Section 13: Health Plans

Effective July 1, 2011 full time teachers will pay 12.5% of the cost of the health insurance benefit provided and part time teachers will pay 12.5% of the employer's cost of providing the health insurance benefit.

MESSA PLAN A - For Employees Needing Health Insurance

CHOICES II \$10/\$20 RX

LTD Benefit: 66 2/3% of Max Eligible Salary

Maximum Monthly Benefit: \$4,000

Qualifying Period: 90 Calendar Days

Elimination Period: Modified Full Elimination Period

COLA: COLA no

Alcoholism/Drug: Same as Illness

Mental/Nervous: Same as Illness

Minimum Payout: 5% Minimum Payment

Pre-Existing Limits: Pre-existing limits waived

Social Security Offset: Family Social Security Offset

In-Network Deductible: \$200/\$400

Out-of-Network Deductible: \$400/800

OV/UC/ER Copay: \$5/\$10/\$25

RX: \$10/\$20

Adult Immunization Rider: Yes

Delta Dental--E 007 (80/80/80/80 - \$1,500)

Negotiated Life--\$100,000 AD&D

Vision--VSP-3

Prescription Coverage--\$10/20 Rx. The Board will reimburse up to the 2006/07 co-pay rate upon submittal of receipt.

Section 14: Flexible Spending Account

A committee of representatives of the AEA and the Board will meet to discuss the development and implementation during the 2011-2012 fiscal year of a Flexible Spending Account.

MESSA HEALTH PLAN B - For Employees Not Needing Health Insurance

Teachers electing not to receive hospital medical insurance will have the option of receiving a cash amount Five Thousand (\$5,000) Dollars. The cash amount will be paid as wages in accordance with the District's payroll practices. The cash amount will increase in accordance with negotiated raises in Schedule A. to the single subscriber rate of the District's health insurance plan. The cash amount will be paid as wages, in accordance with the District's payroll practices.

Long-Term Disability--66 2/3% - same as above
Delta Dental--E 007 (80/80/80/80 - \$1,500)
Negotiated Life--\$100,000 AD&D
Vision--VSP-3

The Board of Education will provide the fringe benefits outlined in the above MESSA PLAN A or MESSA PLAN B for employees hired prior to the 2004/2005 school year according to past practice. For employees hired after the 2004/2005 school year, the Board of Education will provide the same fringe benefits outlined in MESSA PLAN A or MESSA PLAN B.

Section 14: Section 125 Plan

The board agrees to establish a Section 125 Plan for employees who pay a portion of their insurance costs.

ARTICLE XX
District Central Bank

Section 1:

The Association will operate a Sick Leave Bank. Participation is mandatory for all teachers. The Association will establish a committee to administer the Sick Leave Bank and to provide the information. The business office will keep the records.

Section 2:

Whenever the total number of days in the bank fall below 25 days, each teacher on staff will donate one day to the bank.

Section 3:

An individual teacher's unused sick days will accumulate to a maximum of sixty (60) days.

Section 4:

Prior to entry into the bank, a teacher must use his accumulated sick days up to sixty (60) days and his current sick leave.

Section 5:

Any unused AEA days outlined in Article V (Association Rights), Sections 18 and 19, will be provided to the sick bank on an annual basis.

ARTICLE XXI
Term of Agreement

Section 1:

The term of this Agreement shall be effective commencing July 1, 2011, and will continue through June 30, 2013.

Section 2: Successor Agreement

On or before April 1, 2013, either party to this Agreement may give notice by certified mail to the other party of its desire to terminate, amend, or modify this Agreement.

Section 3:

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

Section 4:

Each party, acknowledging that it had full opportunity to propose whatever terms and conditions it desired during the negotiation of this Agreement, hereby waives any and all additional demands against the other for obligatory negotiations designed to alter, change, add to, delete from, or modify the terms and conditions of this Agreement. PURSUANT TO Public Act 9 of 2011, codified at MCL §423.215(7), the following provision must be added to any collective bargaining agreement reached after the effective date of this act. "An Emergency Manager appointed under the local government and school district fiscal accountability act is allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act."

IN WITNESS WHEREOF, the Board has caused this instrument to be signed in its name by its accredited representatives and the Association has caused the same to be signed in

its name by its accredited representatives.

ALMONT BOARD OF EDUCATION

By: Steve Hoffa
Steve Hoffa, President

By: Nancy Boxey
Nancy Boxey, Secretary

DATED: July 25, 2011

ALMONT EDUCATION ASSOCIATION

By: Leigh C. Stroh
Leigh C. Stroh, President

By: Leigh C. Stroh
Leigh C. Stroh, Chief Negotiator

DATED: July 25, 2011

SCHEDULE A
Salary

I. Objectives:

The objectives of this salary schedule are to provide the best possible instructional services to the children of the School District by aiding in the initial selection of highly qualified teacher candidates, providing the incentive for their professional growth in service, and encouraging their retention in the school system for a reasonable period of productive service.

II. Provisions:

1. In order to be eligible to advance from one step on the salary schedule to a higher step based upon the earning of additional hours of credit, or upon receipt of a higher degree, the teacher must make written application on forms provided by the School District and must submit written proof of the completion of courses and/or degree requirements in the form of an official transcript of credits from the institution from which the credits were earned.

In order for the salary increase to be affected for the full school year, the courses must be completed prior to the beginning of that school year for Almont Community Schools. In order for the change to be affected for the second half year only, courses must be completed before the beginning of the second semester for the Almont Community School District.

If possible, such proof should be provided to the School District prior to the beginning of the first semester for which pay is requested. If it is not possible to obtain such proof prior to the beginning of the semester, the Administration should be so notified, in writing, and is to be kept informed of the effort and progress being made in obtaining such proof. Retroactive payment for such credit will be made to the beginning of the semester.

2. Graduate and undergraduate hours will follow the itemizing:
 - a. BA, 0-18 hours must meet Teacher Accreditation Standards set by a recognized institution.
 - b. BA, 19-33 hours shall be any graduate or undergraduate hours if part of a training program approved by a recognized institution and approved by the Superintendent of Schools as related directly to the professional responsibilities of the teacher involved.
 - c. MA level; any Masters Degree from a recognized institution. For employees hired after June 1, 1999, the Masters Degree must be related

to the field of education.

- d. MA+15 and MA+30 hours must be part of an advanced training program approved by a recognized institution and approved by the Superintendent of Schools, as directly related to the professional responsibilities of the teacher involved. In case of credits applied toward a second Masters Degree prior Board approval is required.
3. At the time of initial employment in the school district, an applicant's initial position on the salary schedule shall be modified by allowing schedule increment credits for one or more of the following:
 - a. Full or partial transfer of credit may be given for teaching experience in other school systems up to six (6) years.
 - b. Up to three (3) years of service in the Armed Forces of the United States. The combined credit granted a new employee under the above conditions shall not exceed an aggregate credit on the schedule for more than six (6) years.
 4. This salary schedule applies to salary determination of all members whose services are limited to the normal school year period. Salaries of all other staff members shall be established on an individual basis.
 5. In recognition of services to the school district, payment of 5% of the teachers last year's basic salary shall be paid upon severance, provided the teacher has been employed in the school district for at least ten (10) years.
 6. Upon successful completion of graduate credit hours applying toward the BA+18 level and relating directly to the professional responsibilities of the teacher involved, the teacher will receive the following one-time stipends:

Nine (9) graduate credits:	\$ 350.00
Twelve (12) graduate credits:	\$ 250.00
Fifteen (15) graduate credits:	\$ 150.00

7. Upon successful completion of graduate credit hours beyond the MA+30 level of the contract, and relating directly to the professional responsibilities of the teacher involved, the teacher will receive the following one-time stipends:

Six (6) graduate credits:	\$300
Twelve (12) graduate credits:	\$300
Fifteen (15) graduate credits:	\$300

8. For the 2011-2012 fiscal year the salary schedule shall be reduced by 2%. For the 2012-2013 fiscal year the salary schedule shall be reduced by 1% from the 2011-2013 fiscal year amounts. If during the 2011-2012 or 2012-2013 fiscal years the foundation allowance is increased by \$100 or more per pupil over the total per-pupil funding amount of \$7,048 (ie, to \$7148 or more), 1.5% of the aforementioned reduction in salary will be restored to the salary schedule.

SCHEDULE A--Year 2011/2012

Step	B.A 2011-12 -2.00%	B.A +18 2011-12 -2.00%	MA/ BA+33 2011-12 -2.00%	M.A. +15 2011-12 -2.00%	MA/ BA +30 2011-12 -2.00%
0	35,039	36,789	38,630	40,562	42,589
1	36,789	38,630	40,562	42,589	44,720
2	38,630	40,562	42,589	44,720	46,954
3	40,562	42,589	44,720	46,954	49,301
3a	41,576	43,654	45,838	48,129	50,533
4	42,589	44,720	46,954	49,301	51,767
5	44,720	46,954	49,301	51,767	54,356
6	46,954	49,301	51,767	54,356	57,075
7	49,301	51,767	54,356	57,075	59,928
8	51,767	54,356	57,075	59,928	62,924
9	54,356	57,075	59,928	62,924	66,070
10	57,075	59,928	62,924	66,070	69,373
11	61,127	64,182	67,390	70,761	74,299

SCHEDULE A--Year 2012/2013

Step	B.A 2012-13	B.A +18 2012-13	MA/ BA+33 2012-13	M.A. +15 2012-13	MA/ BA+30 2012-13
	-1.00%	-1.00%	-1.00%	-1.00%	-1.00%

0	34,689	36,421	38,243	40,156	42,163
1	36,421	38,243	40,156	42,163	44,273
2	38,243	40,156	42,163	44,273	46,485
3	40,156	42,163	44,273	46,485	48,808
3a	41,161	43,217	45,379	47,647	50,027
4	42,163	44,273	46,485	48,808	51,250
5	44,273	46,485	48,808	51,250	53,813
6	46,485	48,808	51,250	53,813	56,504
7	48,808	51,250	53,813	56,504	59,329
8	51,250	53,813	56,504	59,329	62,295
9	53,813	56,504	59,329	62,295	65,409
10	56,504	59,329	62,295	65,409	68,680
11	60,515	63,540	66,716	70,053	73,556

SCHEDULE B
Extracurricular Duties

The following schedule sets forth additional duties in extracurricular activities or other duties for which teachers may be assigned according to Article XII, Section 9, but for which teachers shall be compensated. The amount of compensation shall be in accordance with said schedule. The following duties require a pre-arranged contract with the Board of Education.

These additional amounts shall apply only when such teacher is carrying a normal teaching load in the regular daily schedule or when the teacher is carrying a partial load for which the base salary is prorated in accordance with the salary schedule set forth in Schedule A.

The Board of Education and the Almont Education Association recognize it may be necessary to add additional activities under Schedule B. The rate for these activities will be mutually agreed upon the Association and the Board of Education. These new activities will not constitute an opening of the contract and will be limited to only those items.

For the 2011-2012 and 2012-2013 fiscal years, percentages listed below are based upon 2010-2011 BA-11 Step (\$62,374).

1. Vocal Music	3.500%
2. Instrumental Music	5.000%
3. Senior Class Sponsor	2.000%
4. Junior Class Sponsor	1.800%
5. Sophomore Class Sponsor	1.000%
6. Freshman Class Sponsor	1.000%
7. 8th Grade Class Sponsor	1.000%
8. 7th Grade Class Sponsor	1.000%
9. All School Play - (prearranged w/Principal)	1.500%
10. Yearbook	4.000%
11. Newspaper	1.500%
12. Debate	2.300%
13. Forensics	2.300%
14. Safety Patrol	1.000%
15. Student Council	3.000%
16. National Honor Society	3.000%
17. School Art Show	0.500%
18. Academic Games	1.500%
19. Majorettes	1.500%
20. Science Fair	1.000%
21. Model United Nations Sponsor	1.000%
22. Students Against Drinking & Driving (S.A.D.D.)	1.000%
23. Mentors	1.000%

24. School Talent Show	0.500%
25. Jr./Sr. High Art Show	0.500%
26. Academic Olympiad**	1.000%
27. Reading Month	0.500%
28. Writing Festival	1.500%
29. Vocal Music Director	5.000%
30. Instrumental Music Director	6.500%
31. Clubs	1.000%
32. Learning Fair	0.500%
33. Quiz Bowl	2.000%

**To be divided amongst coaches

SCHEDULE B - SPORTS

Head Soccer	6.500%
Head Basketball	8.000%
Head Football	8.000%
Head Wrestling	6.500%
Head Track	6.500%
Head Tennis	6.500%
Head Volleyball	8.000%
Head Baseball	6.500%
Head Softball	6.500%
Head Cross Country	4.500%
Assistant Soccer	4.500%
Assistant Varsity Basketball	6.500%
Assistant Varsity Football	6.500%
Junior Varsity Football	6.500%
Junior Varsity Basketball	6.500%
Assistant Junior Varsity Football	5.500%
Assistant Baseball	4.500%
Assistant Softball	4.500%
Freshman Football	5.500%
Freshman Basketball	5.500%
Freshman Volleyball	5.500%
Golf	4.500%
Assistant Track	4.500%
Assistant Freshman Football	4.500%
Junior Varsity Baseball	4.500%
Junior Varsity Softball	4.500%
Junior Varsity Tennis	4.500%
Junior Varsity Volleyball	6.500%
7th Grade Basketball	4.500%
8th Grade Basketball	4.500%
Varsity Cheerleading (fall)	6.500%
Varsity Cheerleading (winter)	6.500%
Junior Varsity Cheerleading (fall)	5.500%
Junior Varsity Cheerleading (winter)	5.500%
Freshman Cheerleading (fall)	4.500%
Freshman Cheerleading (winter)	4.500%
Junior High Cheerleading (football)	3.500%
7th Grade Cheerleading (basketball)	3.500%
8th Grade Cheerleading (basketball)	3.500%
Weight Room/Powerlifting Instructor (seasonal)	2.000%
Elementary Basketball	2.000%
Junior High Wrestling	2.000%
Junior High Football	4.500%
Assistant Junior High Football	3.500%

Junior High Track	2.000%
Junior High Volleyball	2.000%
Summer Athletic Program	1.000%
Clubs	1.000%

*Percentages based on the B.A. Maximum Salary

1. The compensation for coaches who are assigned to coach two teams in the same season will be mutually agreed upon prior to the coach assuming the Schedule B duties.
2. Head Coach assignment changes will be based upon Just Cause. Changes in any coaching assignments involving other levels will be determined by the administration on an annual basis. It is agreed that Head Coaches will have input in coaching assignments involving positions in their respective sports.
3. Schedule B assignments will be handled by the following procedure:
 - a. Qualified volunteers from the certified teaching staff.
 - b. Qualified volunteers from outside the system on an annual basis. In the event a volunteer from outside the system is determined to be effective in the assignment, the administrator may choose to retain the volunteer in a particular Schedule B assignment.
4. The parties agree that the Board may contract Schedule B positions through an outside company if preferred by the employee. In the event the Schedule B employee is building compensation toward retirement, the employee can opt to have a Schedule B contract with the School District.

SCHEDULE C
Related Duties of Teachers

It is understood that pupil control immediately before, during the regular school day, and immediately after school are part of the regular teaching assignment.

The following sets forth the normal expectancy of voluntary activities to be discharged by teachers without extra compensation, except as noted in Schedule B, in accordance with Article XII, Section 9, and shall be factors in grading evaluations.

PROFESSIONAL INVOLVEMENT

Participating on committees to work and advise the Board designated supervisors who are involved in recommending:

- a. Those extracurricular activities which are most worthwhile for pupils.
- b. Studies of improved scheduling methods and procedures.

CURRICULUM DEVELOPMENT

Participation and leadership on advisory committees to study and improve:

- a. Curriculum
- b. Courses of Study
- c. Techniques of teaching

The Board of Education and the Association recognize the importance of curriculum development and other activities that will benefit the effectiveness of the teaching staff. Therefore, the Board of Education may request certain teachers to work up to forty (40) hours during the summer for additional training. The rate of pay will be twenty (\$20.00) dollars per hour.

The Board may require that certain teachers participate in summer in-service training in the event of an unsatisfactory evaluation which includes a program of improvement. Any probationary employee may be encouraged to voluntarily attend professional development should the administrator deem it necessary. Notice for any summer professional development will be provided to the teacher prior to April 1. The scheduling of mandatory summer professional development for a teacher will be mutually agreed upon, though it is understood that the administrator may assign the schedule should attempts at a mutually agreeable time be unsuccessful.

The position of department head has been established to enhance curriculum and increase communication between and among departments and building staff members. Staff members working in this capacity will receive a 3.0% stipend of the B.A. Maximum.

SELF IMPROVEMENT

Taking of college courses to meet certification requirements, to increase knowledge of subject, and to prepare himself to be proficient in the best possible instructional methods and techniques. Participation in professional workshops is highly encouraged.

COMMUNITY CENTERED

Attendance and participation in school related parent-teacher organizations, except that teacher attendance at the building Open House shall be mandatory unless excused by the building principal.

SCHEDULE D
ALMONT COMMUNITY SCHOOLS
Classroom Observation Report

DATE _____

TEACHER: _____ SUBJECT: _____

TIME: From _____ To _____

Comments shall include examples of observed strengths and weaknesses in anecdotal form.

Techniques of Instruction:

Classroom Management:

Plan of Action, If Needed - Recommendation for Improvement:

This is a professional report and must be kept in strict confidence.

This form is to be processed and a copy given to the teacher as soon as possible. The Post-Observation Conference shall be held within five (5) days following the observation.

Evaluator's Copy
Teacher's Copy

**SCHEDULE D
ALMONT COMMUNITY SCHOOLS
Non-Classroom Observation Report Form**

DATE: _____

TEACHER: _____

Comments shall include examples of observed strengths and weaknesses in anecdotal form.

Personal Qualities:

Organizational Skills:

Professional Related Activities:

Plan of Action, if needed - Recommendations for Improvement:

Evaluator

This is a professional report and must be kept in strict confidence.
This form is to be processed and a copy given to the teacher as soon as possible after a non-classroom observation has been completed and prior to the final evaluation.

Evaluator's Copy
Teacher's Copy

SCHEDULE D
ALMONT COMMUNITY SCHOOLS
Teacher Evaluation Report

Name _____ Date _____

School _____ Assignment _____

Teaching in Field of Preparation: Yes _____ No _____

A statement of explanation shall be made for each category below:

- I. Techniques of Instruction (Uses instructional time effectively, communicates purpose of lessons, evaluates student progress, uses a variety of motivational techniques.)

Comments: _____

- II. Classroom Management (Assumes responsibility for discipline, asserts control in a fair manner, demonstrates flexibility in dealing with students.)

Comments: _____

- III. Personal Qualities (Cooperates with co-workers, exhibits mature behavior and emotional stability, maintains appropriate grooming and dress, demonstrates ability to effectively communicate - oral and written)

Comments: _____

- IV. Organizational Skills (Follows building procedures, rules, regulations, directives, Board policies)

Comments: _____

V. Professional Related Activities (Student relationships, Parent-Teacher Conferences, Open Houses, IEPC Meetings, Committee work, Association activities)

Comments: _____

Additional Remarks: _____

Professional Assistance Provided and Recommendations: _____

Classroom Observations Were Made On:

_____	_____
_____	_____
_____	_____
_____	_____

I rate the performance as:

Satisfactory _____ Unsatisfactory _____

Evaluator's Copy

Personnel File

Teacher's Copy

Recommendations for next year on the basis of this and/or previous evaluations:

Give P-2 Contract ___ Recommend Tenure Contract ___ Continue Tenure Contract ___

Give P-3 Contract ___ Other _____

Nontenure teachers with a rating of Satisfactory or above will be issued Probationary 2 Contracts or placed on Tenure, whichever is appropriate. Nontenure teachers with a rating of Unsatisfactory will be placed on Probationary 2 or Probationary 3 Contracts, or be recommended to the Board of Education for dismissal. Areas rated Unsatisfactory must be documented. Tenure teachers are subject to provisions set forth in the Michigan Teacher's Tenure Act.

I have read the above evaluation.

I understand that my signature does not constitute a concurrence or approval of this evaluation. I understand, also, that I may have a representative of the Association present at any conference session subsequent to the initial classroom observation.

Remarks by Teacher:

Date

Teacher

Date

Evaluator

This is a professional report and must be kept in strict confidence.
(This form is to be processed and a copy given to the teacher at the conference session.)

Evaluator's Copy
Personnel File
Teacher's Copy