

MASTER AGREEMENT  
BETWEEN THE  
LES CHENEAUX COMMUNITY SCHOOLS BOARD OF EDUCATION  
AND THE  
LES CHENEAUX FEDERATION OF TEACHERS  
JANUARY 1, 2013 THRU DECEMBER 31, 2014

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ARTICLE 1  
RECOGNITION

A. The Federation

The Board of Education recognizes the Les Cheneaux Federation of Teachers as members of MFT/AFT/AFL-CIO as the sole and exclusive negotiation representative of all employees (hereinafter referred to as employee) of the Employer included in the bargaining unit described below. This contract includes all persons certified as teachers by the Michigan Department of Education and employed by the BOARD in a teaching position and other personnel that may require certification or degrees who are not responsible for the hiring and/or firing or certificated personnel. All other positions are excluded, among those being: Superintendent, Principals, substitute teachers, teacher aid, any other non-teaching positions, and supervisors within the meaning of the Public Employment Relations Act.

B. Purpose of Representation

The Federation shall represent the negotiation unit for the purpose of collective negotiations in respect to "rate of pay, wages, hours of employment, or other conditions of employment.

C. Other Teacher Organizations and Individuals

The Board agrees not to negotiate with any teacher organization or individuals other than the Federation for the duration of this agreement.

ARTICLE 2  
NEGOTIATION PROCEDURES

A. Initiation

By November 1, 2014, the parties will begin negotiations for a new agreement covering hours, wages, terms, conditions of employment, and shall continue until an agreement is reached.

ARTICLE 3  
AGREEMENT

A. Written

When an agreement is reached, it shall be reduced to writing.

When approved and signed by the parties as required by Sec. 15, Act. 336 of the Public Acts of 1947 as amended, the contract shall be implemented.

B. Authority of Agreement

This shall supersede any rule, regulation or practice of the Board which shall be contrary to or inconsistent with its term.

ARTICLE 4  
SALARY SCHEDULES

A. Salary Schedules

January 2013-December 2014

	BA Provisional	BA +18	MA	MA+20
1	\$28,252	\$28,932	\$30,295	\$30,976
2	\$29,614	\$30,329	\$31,758	\$32,474
3	\$31,006	\$31,726	\$33,224	\$33,972
4	\$32,338	\$33,121	\$34,687	\$35,471
5	\$33,701	\$34,517	\$36,153	\$36,969
6		\$35,915	\$37,616	\$38,468
7		\$37,309	\$39,080	\$39,966
8		\$38,706	\$40,545	\$41,465
9		\$40,102	\$42,009	\$42,962
10		\$41,499	\$43,474	\$44,461
11		\$43,174	\$45,231	\$46,258
12		\$44,850	\$46,988	\$48,057
13		\$46,525	\$48,745	\$49,879
14		\$48,200	\$50,502	\$51,654
15		\$49,875	\$52,258	\$53,451
16		\$51,829	\$54,309	\$55,549
17		\$52,839	\$55,319	\$56,559
18		\$56,879	\$59,359	\$60,599

B. Part Time Teachers

Part time teachers shall be advanced one (1) year on the salary schedule for every year they are employed for 3/7 or more of the teaching hours per year. Salary is calculated based on percent of the Full Time Equivalency (FTE).

C. Individual Contracts

Salary on Individual Contracts shall indicate the amount of the basic teacher salary separate from the amount of supplemental salaries so as to avoid any misunderstanding which may arise from future changes.

D. Salaries Beyond the Bachelor's Degree

Any salary adjustment for the gaining of college credits beyond the Bachelor's Degree shall be subject to the following conditions: All payments for the movement to the BA + 18, MA or the MA + 20 semester hours track shall be made at the beginning of the each semester, providing that appropriate proof of the degree and/or credits are received by the Superintendent prior to the start of the semester, the teacher has received tenure in the district and has been awarded a "Professional" certificate. (Note: A teacher will remain in the BA Provisional column until Professional Certification is obtained)

E. Additional Salaries, Courses for Teaching Improvement

It is the responsibility of each professional employee to receive their initial Professional certificates. However, the Board of Education will assist the teachers who must keep those

certificates current by paying for one-half of the tuition for those courses necessary for maintaining their continuing certificate (i.e., the six (6) hours every five (5) years, minus any CEU'S that revert to credit, that are received).

If a teacher is paid tuition plus expenses for course work by an out-of-school organization, such as the Intermediate School District or a government sponsored organization, then they will not be reimbursed by the Les Cheneaux Community School District.

F. Daily Rate

The teacher's daily rate of pay shall be his/her basic teacher salary divided by one hundred seventy-seven (177) days.

G. Length of Individual Contract

The individual teacher contract shall be of forty (40) weeks duration to include days of school (students present for instruction), holidays, work and records days and vacation days. In the event that the school year must be extended due to weather or other reasons which require those days to be made up, it is understood that this length of a teacher contract shall be extended by the same amount of days as provided in Article 17.

H. Experience Credit

Effective July 1, 1989, the Board may grant to newly hired teachers experience credit on the salary schedule equal to the actual K-12 teaching time served pending proper certification and qualifications.

I. Extra Class Assignments

Teachers shall be paid an additional one-seventh (1/7) of the teacher's salary when credited classes are assigned to be taught before or after the regularly scheduled school day or during preparation periods.

ARTICLE 5  
SUPPLEMENTAL SALARIES

Supplemental salaries are calculated as a percent of the base, \$26,972. Advisors as of January 1, 2013 are grandfathered at their current experience year, but with the adjusted percentage.

- A. Athletic Team Supervision  
\$10.00 per sport for grades 7-12 for the supervision of athletes.

Current coaches as of September 2012 will have the opportunity to discuss being paid their coaching salaries directly through the school payroll for a maximum of 3 years. Discussions will take place on an individual basis and should involve the coach, Federation, and Board representation.

- B. Advisors
- |                             |     |
|-----------------------------|-----|
| National Honor Society      | 2   |
| Senior Class                | 1.5 |
| Junior Class                | 1.5 |
| Student Council High School | 2   |
| High School Quiz Bowl       | 2   |
| Band Director*              | 3   |

\*Compensation for events is \$45.00. Compensation is for events other than concerts, festivals, and school assemblies.

- |          |   |
|----------|---|
| Yearbook | 3 |
|----------|---|

C. Mentor Teachers

If a teacher is assigned to mentor a new teacher, the Mentor will receive 3% of the base plus receive substitute teacher's substitute pay for days outside of the contract year that they must attend training sessions either with or for the new teacher to be certified.

A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of Public Act 335 (1993) and shall perform the duties of a Master Teacher as specified in the act.

Mentor Teachers shall be assigned in accordance with the following:

The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.

The Mentor Teacher shall be a tenured teacher.

Participation as a Mentor Teacher shall be voluntary to the extent possible.

Whenever possible, Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification.

Whenever possible, the Mentee shall be assigned to only one (1) Mentor Teacher at a time.

The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and the Mentee after three (3) months. The appointment may be renewed in succeeding years.

Mentor Teachers may have up to two (2) mentees.



The purpose of the Mentor/Mentee is to match the teachers and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher. This article does not apply to unethical, illegal or immoral activities on the part of either the Mentor or Mentee.

Mentor Teachers shall be paid 3% of the base for each mentee they accept.

ARTICLE 6  
INSURANCE PROTECTION

- A. Insurance Benefits are provided for full time employees. Those working less than full time will have their insurance benefits pro-rated based upon a full day being 7 hours.
- B. A cash in lieu option for employees eligible for single and double health insurance is \$350 per month. A cash in lieu option for employees eligible for full family insurance is \$375 per month. The cash in lieu option is available for employees not taking health insurance.

C. Health Insurance Coverage

See Appendix A

- D. Health Insurance will be selected and negotiated in November 2013 for 2014 and November 2014 for 2015.

E. EFFECTIVE DATE

Insurance coverage subsidized by the Board shall take effect in the month in which a teacher begins active service.

F. CONTINUATION FOR RETIREMENT

A retiring teacher shall be continued in the Federation for the purpose of this article only for a period of thirty (30) days beyond the month in which retirement is effective in order to provide uninterrupted coverage during transfer to a retirement group or personal coverage health insurance program.

G. TERMINATION OR RESIGNATION

Insurance coverage benefits shall be provided based on percent of days worked to fulfill contracted days.

H. DENTAL INSURANCE PROTECTION

The Board shall provide the SET Incentive Dental Plan for all employees of the Bargaining unit and their eligible dependents 60/60/60 orthodontic rider with \$1500 lifetime maximum payment for orthodontic work. Employees receiving health cash in lieu may purchase this Dental Benefit for \$70.00 per month.

I. VISION INSURANCE

The Board shall provide vision insurance to all employees of the bargaining unit and their eligible dependents. Employees receiving health cash in lieu may purchase this Vision Benefit for \$30.00 per month.

J. LONG TERM DISABILITY

The Board agrees to provide without cost to the employee a Long Term Disability Insurance Program beginning with the ninety-first (91<sup>st</sup>) calendar day, which provides payment at the rate of sixty-six (66) percent of the employee's base.

ARTICLE 7  
TEACHERS RIGHTS AND RESPONSIBILITIES

A. Use of Building and Facilities

The Federation and its members shall have the right to use school building facilities, outside of the school day as it is defined in this agreement, for meeting in accord with the Board policy for non-school sponsored organizations. Any additional costs incurred for the use of the facilities shall be borne by the Federation.

B. To Enter School Premises

Representatives of the parent organization of the Federation and any person or persons having need to contact Federation officers or members with regard to Federation business or activities, shall enter school premises only by permission of the Administration provided always that there shall be no interference with school functioning and the purpose and the need for the visit shall be made clear to the Superintendent.

C. Forms and Reports

The teacher shall complete and submit all forms and reports requested by the Board and the Administration. Time limit for submitting shall be stated on all forms and reports.

D. Bulletin Boards and School Boxes

Bulletin boards shall be made available to the Federation and its members. The Federation may place its material in the mail system or post notices of meetings and results of Federation meetings or election results and the like. The material shall be signed by a Federation official. Materials other than the above shall be submitted to the superintendent for approval before posting or placement in school boxes. Bulletin boards shall be in the vicinity of the school mail boxes to the extent permitted by law..

E. Insignia and Pins

No teacher shall be prevented from wearing the insignia or pin of membership in the Federation either on or off school premises.

F. Teachers' Records Kept By the Board

Each teacher shall have the right upon request to review the contents of his/her personal file. The file shall include record of employment, contracts, evaluations, transcripts, certification and data requested by the Board. A representative of the chapter may, at the teacher's request, accompany the teacher in this review.

G. Teachers and Students

No Federation or Teacher's view on matters relating to supervisor- teacher or Board-Federation relationships, or personal problems will be discussed by a teacher in the presence of a student during the performance of teaching duties and during school hours.

## ARTICLE 8

### BOARD RIGHTS INTRODUCTION

The Board, on its own behalf and on the behalf of the District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Michigan and of the United States, but without limiting the generality of the foregoing right.

The board reserves the right:

#### A. Control

To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

##### a.. Hiring

To hire all employees and subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer such employees.

##### b. Course of Instruction

To establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

##### c. Methods and Materials

To decide upon the means and methods of instruction, the selection of the textbooks and other materials, and the use of teaching aids of every kind and nature-making consultation with the teacher or teachers concerned.

##### d. Schedules and Assignments

To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

##### e. Conclusion

The exercise of the following rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and the practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specified and express terms of this agreement.

ARTICLE 9  
TEACHING DAY

A. Teaching Day

The regular day shall be 7:45 A.M.- 3:05 P.M. The teaching week shall consist of five days, Monday through Friday. Upon mutual agreement, alternative hours may be arranged.

Staff meeting times will be agreed upon at the elementary and secondary level. Staff meetings will be up to 2 hours per month through a flexible schedule agreement.

B. Lunch Hours

The Board shall provide for teachers assigned to grades K through 12 a thirty-minute duty free lunch period subject to emergency situations or problems connected with inclement weather.

C. Prep. Time

Each elementary teacher shall have an equal amount of time as secondary teachers for purposes of preparation of materials for classroom presentation. This time shall be spent in an assigned room in the building except as administrative permission allows otherwise.

D. Total number of contracted days shall be one-hundred seventy-seven (177).

ARTICLE 10  
TEACHING LOAD AND ASSIGNMENT

A. Assignments

The Superintendent shall assign an equitable amount of class and extra class work throughout the entire facility

B. Teaching Load

1. The normal weekly teaching load is 30 teaching periods and five unassigned preparation periods.

Without his/her consent, no teacher shall be assigned more than 30 hours of pupil contact per week. Assignment to a supervised study period shall be considered a teaching period for the purpose of this article. If a teacher teaches during prep time, the amount will be prorated and added to their contract for that year only.

2 The Board and Administration shall meet the following guidelines for class size: K and 1 (22), 2 and 3 (25), 4 and 5 (28), 6-8 (30), 9-12 (32).

Class sizes that exceed the guidelines will receive additional support or be split into two sections.

3 In determining the teaching loads, consideration shall be given to the following components: the number of periods of class teaching, study hall duty, class size, guidance and supervisory activities, and the duty involved in the sponsorship of pupil activities.

4. Each teacher shall have one period per day for conference and preparation. This period shall be spent in an assigned room in the building except if administrative permission allows otherwise.

These periods will be prorated according to any fractional day of the teacher's annual contract.

ARTICLE 11  
PAYROLL DEDUCTIONS

- A. Under this agreement the Union is to represent all of the employees in the bargaining unit fairly and equally without regards to whether or not any employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit but not only for members in the Union, and this agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pays his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this agreement.

Within thirty days of the beginning employment by the Board a teacher may sign and deliver to the Board, through the Federation secretary, an authorization for payroll deduction of the membership dues of the Federation. Such dues shall be deducted from the basic teacher's annual salary and remitted monthly to the Federation. An authorized deduction form agreed upon by the Federation and the Board shall be used. Any teacher who is not a member of the Federation in good standing or who does not make application for membership within thirty days (30) from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representative Benefit Fee, to the Federation, an equal amount to the professional dues of the Federation. The teacher may authorize payroll deduction for such fees in the same manner as regular dues are deducted.

This article shall be effective retroactively to the date of this Agreement and all sums payable hereunder shall be determined from said date.

The Federation agrees to assume the legal defense of any suit or action brought against the Board regarding sections A through C of this Article of the collective agreement. The Federation 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, subject however, to the following conditions:

1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents,
2. The Federation, after consideration 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 Federation has the right to choose the legal counsel to defend any suit or action.
4. The Federation shall have the right to compromise or settle any claim made against the Board under this section.

B. 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 bond, charitable donations, or any other plans or programs jointly approved by the Federation and the Board.

- B. The Federation shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Federation for the purpose of payroll deduction of dues.



ARTICLE 12  
SEVERABILITY

If any provision of this agreement or any application of the agreement to any employee shall be found contrary to law, then such provision of application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this agreement and govern the relation of the parties there under.

ARTICLE 13  
LEAVE OF ABSENCE

A. Sick Leave

A teacher shall be granted annually twelve (12) days sick leave. Unused sick leave shall accumulate from year to year to a maximum of 201 days. Sick leave may be used for personal illness or illness of spouse, children, mother, father, parent of spouse, grandparents, brother and sister only in the event these persons are living in that household. Upon depletion of accumulated sick leave, deduction for additional days missed shall begin immediately from that pay period. Any employee having sick accumulation in excess of 201 days shall be frozen at that accumulation level. A teacher may be granted the use of ten (10) sick leave days (noncumulative) for dealing with family illnesses, for those family members not living in the immediate household. Family for this provision is defined as father, mother, and parents of spouse, child, stepchild or grandparents.

B. Statement

The Board shall furnish each teacher with a written statement on or near the beginning of each school year setting forth the total sick leave credit.

C. Bereavement Leave

Up to five days of accumulated sick leave, upon employee request, may be used for death in the immediate family. Immediate family is interpreted to mean: father, mother, spouse, parent of spouse, brother, sister, child, grandparents, or dependents in immediate household.

D. Personal Business Leave

Teachers may be granted three (3) days per year non-cumulative, personal business leave if requested in writing and approved by the Administration. Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. (Teachers needing up to two additional personal business days for emergency purposes can trade two sick days for each personal business day from their accumulated sick leave with prior administrative permission.)

If personal business days are not used, personal business days shall accrue as sick leave.

E. Jury Duty Leave

Teachers who are called to serve on juries shall be granted the difference in daily rate of pay over and above the amount to be paid by the court.

F. Family Care

1. Family care leave without pay is available to any bargaining unit member upon request. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. The purpose of Family Care Leave shall be for caring for a new born child, an adopted child, or a seriously ill child or a catastrophic or personal illness of a member in the immediate family.

2. In order to provide for continuity within the classroom between pupil and member, if possible, the member shall provide the superintendent's office in writing at least thirty (30) days prior to the expected commencement date of leave so that necessary arrangements can be made to procure the member's replacement.

3. This leave may be renewed for one full year upon teacher's written request and approval of the Board. Written notice of intention to either return or resign shall be given to the Superintendent of schools by March 1 of the year in which the leave expires.

4. In the event of death of the object member of the leave, the leave of absence may be terminated under the following conditions;

- a. the original requested leave was for twelve (12) weeks or less,
- b. any request for return within those twelve weeks requires a five (5) day notification period.

G. Exchange Teacher Leave

The Board may grant upon recommendation of the Superintendent a leave of absence to a teacher for not more than two (2) semesters for exchange teaching. An employee while engaged upon an exchange

teaching service shall be paid the same salary he would receive were he carrying on his regular assignment. An employee, upon completion of an exchange teaching service, shall agree to return to the service of the Board for a period of two years.

#### H. Extended Personal Business Leave

Unless otherwise indicated, the following conditions shall apply to the approved extended leave of absence without pay for personal business:

1. Request for leave shall be made in writing.
2. Eligibility shall be based on a minimum of two (2) years continuous employment in the district.
3. All extended leaves shall be limited to one year. Further extensions shall be at the will of the Board.
4. Salary increments shall not accrue.
5. Sick leave days shall not accrue but unused sick leave held at the start of the leave shall be reinstated.
6. Written notices of intention to either return or resign shall be given to the superintendent of the school by March 1, of the year in which the leave expires.
7. Re-employment during the school year shall be at the discretion of the Board.

#### F. Military Leave

Any teacher who may be conscripted into the defense forces of the United States for services or training shall be granted a military leave. He/she shall be reinstated to their position in this school system with full credit including the annual increment, under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of the said position. The application for retaining the position shall be made in writing upon receiving notice of induction into the military service. Upon release from military service the teacher must notify the superintendent of their intentions within ninety (90) days of date of discharge.

#### G. Under Workman's Compensation

Any teacher who is absent because of an injury or disease compensable under Michigan's Worker's Compensation Act shall receive from the Board the difference between the allowance under the Act and his/her regular salary.

#### H. Childhood Disease Leave

A teacher who is absent because of mumps, scarlet fever, measles, chicken pox, lice, impetigo, pink eye or fifth disease shall not be charged with sick leave up to a limit of ten (10) days when proof of such illness is shown by a doctor's statement

#### I. Federation Leave

At the beginning of every school year, the Federation shall be credited with a total of eight (8) days to be used by teachers who are officers or agents of the Federation. Such use to be at the discretion of the Federation. The Federation agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The first four (4) days of substitute costs will be the responsibility of the Board of Education, the second four (4) days will be the responsibility of the Federation. No one teacher can be out of the classroom more than four (4) days total nor more than two (2) consecutive days under this provision.

ARTICLE 14  
GRIEVANCE PROCEDURE

An issue that could result in a grievance shall first be discussed with the Administration with the objective of solving the matter informally.

Grievance Definition –A grievance shall be reduced to a written statement of the alleged violation of a provision of this agreement.

- A. Within (10) ten work days of the alleged violation, the employee must request in writing a meeting with the school Administration.
  - a. The written request must be signed, dated and include detailed facts upon which the alleged grievance occurred and which section of the contract was allegedly in violation.
- B. The Administration must establish a meeting date with the grievant and a Federation representative within three (3) days of receiving the written request and hold the meeting within ten (10) days of the initial request.
- C. The Administration shall submit a written decision to the grievant and the Federation representative within five (5) days of the meeting.
- D. If the grievance is not resolved, the Federation representative may submit a written appeal to the Board on behalf of the grievant.
- E. Within twenty (20) days of receipt of the written appeal, the Board or a committee of the Board shall meet with the Administration and the Federation representative.
- F. If resolution is not reached by the Board within ten (10) working days of their consideration of the grievance, it may be submitted to arbitration before an impartial arbitrator selected by the American Arbitration Association, in accordance with the laws of arbitration.
- G. The cost of any arbitrator under this article shall be paid equally by the Federation and the Board. All other costs involved shall be paid by the party incurring such costs.

ARTICLE 15  
PROTECTION OF TEACHERS

A. In Discipline of Students

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.

B. Parent Complaints

Any complaint by a parent of a student directed toward any teacher shall be promptly called to the attention of the teacher by the administration to the extent permitted by law.

ARTICLE 16  
MISCELLANEOUS PROVISIONS

A. School Closing

Nothing in this agreement shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to the students due to the above conditions, teachers shall not be required to report to duty.

In the event closing, for inclement weather, occurs after school has started, teachers shall not be required to stay after students are dismissed.

The Federation agrees that if make-up hours are necessary to be in compliance with state pupil instruction hour's requirement. Make-up hours will be made up at the end of the school calendar.

B. Save Harmless

The Federation agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this agreement.

C. Count Days

If at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When an Act of God or an employer directly forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

D. Room Conditions

If room temperatures drop below 60 degrees Fahrenheit or rise above 80 degrees Fahrenheit and the problem cannot be rectified in a 24 hour period, the Administration will prepare an alternative room with essential technology.

ARTICLE 17  
REMOTE INSTRUCTION BY TELEVISION

I. Definitions

A "Telecommunications" or "Telecommunications Classes" shall be defined as the teaching of students via a two-way interactive television system known as two-way interactive delivery system for schools.

B. "Originating Site District" shall be defined as the location/designation in which the responsible teacher is located and wherein the telecommunication class is being taught.

C. "Remote Site District" shall be defined as the location/designation where class instruction is being received via television.

II. Responsibilities of Originating and Remote Site Districts

A. The originating site shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating site district and at all remote site districts.

B. Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. If teachers are regularly assigned classroom supervision at a remote site; such assignment shall be in lieu of a classroom or other supervision of remote site students during the teacher's preparation period.

III. Working Conditions

A. Class Size

The parties mutually agree that the purpose of interactive television is to provide quality, cooperative academic programming in order to enrich education opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site district and those at remote sites, shall not exceed twenty-five (25) students per teacher, per class hour.

B. Class Preparations

A teacher assigned to teach via interactive television shall have a maximum number of three class preparations including the telecommunications classes. However, if it is necessary to exceed the maximum number of preparations the teacher shall receive a stipend of \$500 per semester.

C. Class Preparations

Originating sites agree that for a teacher acting as a presenter of a telecommunications class (during the regular school day) the telecommunications course taught shall count as one (1) preparation as reflected on the daily teaching schedule.

D. Classes Outside

The normal school day/school year teachers who are full time employees presenting telecommunications classes which are scheduled outside the normal school day shall be compensated at the community rate for classes.

E. Classes Outside

The normal school day/school year teachers presenting telecommunications classes which are scheduled outside of the normal school day or normal school year shall be compensated at a negotiated rate of pay at the originating site for such classes.

#### F. Training

Initial and on-going training in using telecommunications as an alternative educational system shall be made available to teachers who will be presenting telecommunications classes. Telecommunications teachers participating in training outside of the normal school day/school shall be compensated at the rate of .0007 times the average BA base for EUPISD K-12 bargaining units, per hour, for such training.

#### G. Teacher Evaluation

The evaluation of teachers of telecommunications courses shall be specifically subject to the evaluation process contained in the local collective bargaining agreement of the originating site district. All evaluations/observations shall require the physical presence of the evaluator. No observation for the purposes of evaluation shall be done or conducted by electronic means.

#### H. Mileage

Originating site district teachers who, from time to time, may be required to use their personal automobile to travel between sites or to training or to other meetings regarding interactive telecommunications shall be reimbursed for their allowable mileage in a manner consistent with their local collective bargaining agreement.

### IV. Job Security

- A. The intent and purpose of the interactive telecommunications project is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts and to provide educational resources to the students of the districts in a cost effective and efficient manner.
- B. It is not the intent and purpose of the interactive telecommunications project to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of interactive telecommunications. Local reduction in personnel language shall prevail if staff reductions are necessary.
- C. It is specifically understood that any local school district teachers presenting a K-12 telecommunications class during the day shall be a member of the bargaining unit.

### V. Scheduling and Assignments

A. The interactive telecommunications program committee shall develop processes, procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations. The interactive telecommunications governance committee shall make the final determination of course offerings, and site locations on or before June 1 of each year.

B. On or before June 15, of each year, (December 15 for second semester courses) the employer will post, in each building, a list of classes to be provided via to way instructional television during the following school year. The list will indicate, with respect to each class, the districts that will be receiving same.

The list will also identify the number and type of positions required to provide the classes listed. Each district is to receive a copy of each posting.

C. Teachers shall make their interest in teaching such classes known by sending notification of same to the superintendent or designee in their school district.

D. Assignments to telecommunications courses shall be made on a yearly basis and shall be by mutual agreement of the employee and the originating site district. Such positions shall be filled on the basis of;

1. certification in the subject area
2. demonstrated ability to use the system
3. seniority
4. employed by the originating site district.



E. Breaking Ties:

Should seniority ties occur between individuals bidding on telecommunications classes, such ties shall be broken and the assignment awarded on the basis of random draw.

IV. BROADCAST AND REBROADCAST CONDITIONS

In accepting any assignment to teach telecommunications course, the teacher assigned agrees to and acknowledges the following:

- A. A telecommunications class may be televised for demonstration purposes by mutual consent of the teacher and the originating site district. Videotapes of telecommunications classes may be used for other purposes by mutual consent of the teacher and the originating site district.
- B. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class.
- C. Videotapes of telecommunications classes are the property of the originating site district.
- D. All instructional presentations broadcast of instructive telecommunications classes, which teachers are paid to create, and produce, may be copyrighted by, and are the sole property of, the designated originating site district.

VII. Addenda Review Procedure

- A. It is agreed that representatives of the interactive telecommunications governance committee and the employee designated team will meet annually on or before March 1 for purposes of reviewing and if necessary, modifying this agreement between the districts.
- B. Inasmuch as the implementation and use of instruction by two way interactive television in general is developmental, the parties agree that it may be necessary to meet from time to time, in order to resolve issues that were not contemplated or addressed in this addenda and shall be subject to the approval process.
- C. The Federation, Association or EUPISD may initiate interim dialogue regarding this agreement by mutual consent that such is desired.

VIII. Grievance Procedure

- A. The locally bargained grievance procedure shall be used.

ARTICLE 17  
CHAPERONING

Proper chaperoning of students of the Les Cheneaux Community Schools is a high priority with the Board of Education and administration. Teachers of classes or organizations sponsoring activities requiring chaperoned shall secure the services of parents, or other responsible adults, to act as chaperoned, before such an activity may be held.

The student/chaperone ratio must receive administrative approval prior to the event taking place.

Activities requiring chaperoned shall be:

1. Any social event of a class or organization
2. Any trip except field trips conducted within the regular school day.
3. Other activities as provided for above.

ARTICLE 18  
TERMINAL-RETIREMENT LEAVE PAY

Any teacher who has taught in the Les Cheneaux Community School system for ten (10) years and has been accepted into the Michigan Teacher Retirement Program shall be eligible for the following benefits:

- A. \$100 for each year of service to the district up to a maximum of thirty years.
- B. Payment for unused sick days, up to 201 days, paid at the rate of one half (1/2) the substitute rate of daily pay.

In the event of an employee's death, payment shall be to the employee's estate for unused sick leave only.

ARTICLE 19  
DURATION OF CONTRACT

This contractual clause will be in effect for the duration of the Master Agreement only. It will become null and void upon the expiration of this agreement, December 31, 2014, unless mutually agreed upon by both parties to extend it.

In the event that the Board of Education approves a policy for random drug testing for professional staff, the language and process will be negotiated at that time.

SIGNATURE PAGE

Master Agreement January 1, 2013 – December 31, 2014 between

Les Cheneaux Community Schools Board of Education

Amy J Scott - Superintendent

David Murray - School Board President

and

Les Cheneaux Federation of Teachers

C Sm - Co-president

Shirley M. Storvick - Co-president

APPENDIX A

Health Insurance Coverage

January 1, 2013 - December 31, 2013:

For members of this agreement that enroll in the health care plan during the open enrollment period, the Board and members agree to health insurance coverage, HSA deposits, and premium contributions articulated in the chart below:

Coverage	Annual Cap	HSA Deposits Deposit	Employee Contribution
Single	\$5,500	\$1,000	\$100 per month
2 person	\$11,000	\$3,000	\$125 per month
Family	\$15,000	\$3500	\$150 per month

Any new hire will have the HSA deposit prorated on a twelve month basis.

Any employee that leaves the district will return unused HSA amounts on a monthly prorated basis. If the employee can provide documentation (medical bills directly related to E.O.B. and prescription receipts) of medical expense amounts covered through the Board contributed HSA prior to final date of employment that exceed the district deposited amount, the employee will not be required to "pay back" the deposited amount.

APPENDIX B

One Time OFF Schedule Bonus

Employees hired before July 1, 2010 will be eligible for a onetime payment into either a 403B or an HSA account. This payment will be based upon the number of steps a teacher is currently behind on the pay scale. For those individuals already at the top they will be given a payment equivalent to being one step behind.

Name	Step(s) Behind	One Time Payment Amount
Duncan	0/1	\$1714.28
McLeod	0/1	\$1714.28
Jacobus	0/1	\$1714.28
Schaeffer	1	\$1714.28
Feldhake	1	\$1714.28
McClure	1	\$1714.28
Izzard	2	\$3428.56
Smith	3	\$5142.84
Wilcox	3	\$5142.84
Davis	3	\$5142.84
Pearson	3	\$5142.84
Storey	3	\$5142.84
Bazinau	3	\$5142.84
Barr	3	\$5142.84
St Onge	3	\$5142.84
Wilson	3	\$5142.84

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