

MASTER AGREEMENT

BETWEEN

WINDOVER ALTERNATIVE HIGH SCHOOL

AND THE

**WINDOVER ALTERNATIVE HIGH SCHOOL
TEACHER'S FEDERATION
(AFT)**

2007-2010

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ARTICLE 1. PREAMBLE

Agreement made effective upon ratification by and between the Windover Alternative High School, a public school academy, hereinafter called "the Board" and the Windover Alternative High School Teacher's Federation, hereinafter called "the Union".

ARTICLE 2. RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the Agreement.

Unit Defined: All full time and regular part time classroom teachers and school counselor, excluding administrators, supervisors, paraprofessionals, substitutes and all other employees.

ARTICLE 3. DEFINITIONS

1. Wherever the term "employee" is used, it is to include all members of the unit defined above.
2. Wherever the term "employer" is used it is to refer to the Board.
3. Wherever the term "Board" is used, it will include its agents, officers and directors.
4. Wherever the singular "employee" is used, it is to include the plural.
5. Wherever the pronouns "his, him or he" are used, they are gender-neutral.
6. Wherever "day" is used, it is intended as a regularly scheduled teacher workday.
7. Wherever "hour" is used, it is intended as a clock hour.
8. Whenever "block" is used, it is a recognized unit of classroom instruction.
9. A "school year employee" shall be an employee who normally works from 180 to 215 days.

ARTICLE 4. BOARD RIGHTS

The Board retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. The Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan public Acts of 1965. Rights reserved exclusively by the Board shall include by way of illustration and not by way of limitation the right to:

1. Manage and control the school's business, the equipment, the operations and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the hours of work and starting times and scheduling of all the foregoing. These rights shall not conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force, to lay off and recall employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods and standards of operation, including the institution of new and/or improved methods or changes therein. Employee recommendations in these areas are encouraged.
5. Adopt reasonable policies, procedures, rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE 5. FAIR PRACTICES

1. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, age, handicap, national origin, gender and familial status or membership or participation in, or association with the activities of any teacher's organization.
2. The Union agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, age, handicap, national origin, gender and familial status and to represent equally all employees

without regard to membership or participation in, or association with the activities of any teacher's organization.

3. All policies and practices shall be fairly applied to all employees in the bargaining unit except where specifically directed otherwise by this Agreement.

ARTICLE 6. NO STRIKE CLAUSE

The Union and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. Therefore, for the life of this Agreement, the Union agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action up to and including discharge as deemed necessary by the Board.

ARTICLE 7. SCHEDULING AND HOURS OF WORK

1. The Board and the Union recognize that rigid scheduling is not always in the best interests of Windover Alternative High School or the students.
2. The normal workday for employees shall be reflective of the schedule of Windover High School and/or program assigned and shall include but not be limited to: preparation time, student individualized education plan meetings, in-service programs, conferences and assisting students upon arrival and departure.
3. IEPC, in-service meetings, and formal conferences which are scheduled by the Administration will be scheduled seven (7) days in advance and shall not be scheduled to begin prior to 8:00 a.m. Such afternoon obligations should not be scheduled to begin after 3:45 p.m., and will not be scheduled to begin later than 4:00 p.m. The Administration shall make every reasonable effort to schedule directed professional activities as soon as possible after the release of students. Employees shall be consulted prior to the scheduling of IEPC's which begin at 3:45 p.m. or later. The Administration reserves the right to schedule IEPC, in-service meetings, and formal conferences during the regular working hours.
4. The employee shall be allowed a one-half hour duty free lunch period.
5. Evening meetings may be scheduled by the Board with the understanding that no employee will be expected to attend more than four (4) evening meetings per year. Such meetings will be scheduled with at least seven days advanced notice.
6. An employee whose assignment is for less than 50% of the regularly scheduled hours per week of a full-time employee will be paid on an hourly basis for all hours

worked. Hourly rates will be determined through proration of the negotiated salary schedule.

Example: An employee assigned as a teacher of the homebound/hospitalized with a case load of two hours per day, two days per week, would be paid for four hours per week in addition to any scheduled preparation time.

7. Employees can be required to attend regular staff meetings during the “school year” outside regular working hours. Employees working a summer schedule can be required to attend up to an additional two (2) meetings during their summer work schedule. These meetings will generally be forty-five minutes to one (1) hour in length, but will not exceed two (2) hours. Such meetings will be scheduled with at least seven (7) calendar days advanced notice.

ARTICLE 8. CLASS SIZE

The Board agrees to keep class sizes consistent with the rules established by the State of Michigan, and as dictated by the financial limitations of Windover Alternative High School and/or building facilities available. The number of students served shall remain reasonable and subject to discussion with the supervisor, however, class size shall be ultimately at the discretion of the Administration.

ARTICLE 9. CALENDAR

1. Work Year

- A. The Administrator and/or his designee(s) shall prepare a draft designating the first day of the school calendar.

In drafting the remaining days of the calendar, several issues such as calendars developed by the local area school districts, federal and state mandates regarding instructional time and program requirements, and professional development will be taken into consideration.

The normal workday for employees shall be reflective of the school year calendar. The calendar shall include the days of instruction, staff work days, professional development days, orientation days, conference days, and hours per normal school day.

Upon the calendar being finalized and agreed to by the parties, they will then be presented at the April Board meeting for review and approval.

B. Summer Schedule

A summer schedule calendar may be established by the Board. Employees will be assigned and paid as in the past, i.e., on a per diem basis. Employees working a summer schedule can be required to attend up to an additional two (2) meetings during their summer work schedule.

2. Snow Days/Act of God Days

Employees shall not be required to report to work on snow or "act of God" days. The Board shall have the right, in accordance with state law, to reschedule any days lost in the event school is closed for reasons which so not allow such days to be counted as days of instruction. The rescheduling of such days shall not entitle employees to additional compensation.

ARTICLE 10. UNION MEMBERSHIP DUES OR AGENCY SHOP SERVICE FEES

1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall, within sixty (60) days of the effective date of this Agreement (as to present employees), or within sixty (60) days of their date of hire (as to future employees), become members, or in the alternative, shall as a continuing condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Board who are members of the Union.
2. The Board, upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition, shall immediately notify said employee that his/~~her~~ services shall be discontinued at the end of sixty (60) days and shall dismiss said employee accordingly.
3. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears of payment of such dues (or fees).
4. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues (or fees).
5. The Board shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount for the payment of Union dues or Agency Shop service fees. ~~Checked~~ -off dues or fees, accompanied by a list of employees from whom they have deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason, therefore, shall be forwarded to the Union office no later than thirty (30) days after such deductions were made. Employees who have not authorized check-off of Union dues or Agency Shop service fees may pay such dues or fees semi-annually, in advance, directly to the Union, not later than thirty (30) days after the employee's first workday each semester.

6. Any bargaining unit member who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a representation fee to the Union, as established by the Union. The representation fee shall not exceed the amount of the union dues collected from union members. The bargaining unit member may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided.

In the event that the bargaining unit member shall not pay such representation fee directly to the Union, or authorize payment through a payroll deduction, the Board shall, pursuant to MCLA 408.477: MSA 17.277(7) and at the request of the Union, deduct the representation fee from the bargaining unit member's wages and remit same to the Union.

6. The Union shall certify to the Board at the beginning of each school year the membership of the Union subject to deduction of membership dues and the amount of the monthly Union dues to be deducted. The Union shall also certify to the Board at the beginning of each school year the amount of the monthly representation service fee to be deducted, which amount shall be directly attributable to the costs of collective bargaining representation, contract administration and grievance adjustment but not more than the amount of dues uniformly required of members of the Union. These amounts so certified and deducted shall be forwarded to the Union.
7. The Union agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, damages, awards, judgments or other forms of liability including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Union to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article.

ARTICLE 11. PAYROLL DEDUCTIONS

In addition to required payroll deductions the Board's financial officer shall deduct from the employee's pay, and forward to the appropriate party, amounts designated by the employee for:

- C. Credit Union
- D. Tax Sheltered Annuities or 403(b) plan
- E. Insurance Options / FSA account
- F. Union Dues
- G. United Way
- H. Direct Deposit
- I. Any other deduction that may be mutually agreed upon

ARTICLE 12. GRIEVANCE PROCEDURE

1. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- A. The termination of services of, or failure to re-employ any probationary teacher;
- B. The placing of a non-tenure teacher on a third year of probation;
- C. The termination of services or failure to re-employ any employee to a position on the extra-curricular schedule;
- D. Any matter involving employee evaluation; except adherence to the procedure;
- E. Any matter for which an employee seeks formal recourse outside of the grievance procedure (i.e., EEOC).

It is expressly understood that the Grievance Procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

2. The time limits contained herein shall be strictly observed, but may be extended by written mutual agreement between the Board and the union. A grievance not initiated and/or processed from step to step within the time limits of the Grievance Procedure shall become null and void and shall not be processed as a grievance.

If Administration fails to respond at any Step within the prescribed time limits, the Union may proceed directly to the next step of the Grievance Procedure.

3. A Claim by an employee, or the Union, that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

In the event an employee believes there is a basis for a grievance, he has no longer than five (5) working days to discuss the alleged grievance personally with his immediate supervisor.

Step I

If, as a result of the informal discussion with the supervisor, the alleged grievance still exists, he may invoke the formal grievance procedure on the form set forth as Appendix A signed by the grievant and/or a representative of the Union, which form shall be available from the Union representative. A copy of the grievance form shall be delivered to the supervisor within five (5) working days after oral discussion.

Step II

Within ten (10) working days of receipt of the grievance, the supervisor shall meet with the employee and/or Union representative in an effort to resolve the grievance. The supervisor shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the grievant.

Step III

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, the grievance shall be transmitted to the Superintendent no more than ten (10) working days after the Step II meeting. Within ten (10) working days the Superintendent, or his designee, shall meet with the grievant and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the grievant.

Step IV

If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or his designee, or if no disposition has been made within five (5) working days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary, or other designee of the Board no more than ten (10) working days after the Step III meeting.

The Board, no later than its next regular meeting, or ten (10) working days whichever shall be later, will hold a hearing on the grievance, or review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five (5) working days thereafter. A copy of such disposition shall be furnished to the grievant and the Union's grievance representative.

Step V

If the grievance is not settled at Step IV, the Union may refer the matter to arbitration within thirty (30) calendar days from the date of the Board's written decision at Step IV by serving written Notice of Intent with the Superintendent or designee. Thereafter, the parties shall attempt to mutually agree on an arbitrator within ten (10) working days. If the parties are unsuccessful in selecting an arbitrator, the Union shall file, in no more than ten (10) working days, with the regional office of the American Arbitration Association a Demand for Arbitration form. An arbitrator will then be selected in accordance with the rules and procedures of the American Arbitration Association.

The arbitrator's authority is limited to the following:

1. The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the applications or interpretations of such express provisions.

2. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Employer's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.
3. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Employer, where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.
4. The arbitrator's decision shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Union and the employee or employees involved.
5. The arbitrator's fees and expenses shall be borne by the losing party. The expense and compensation for attendance of any employee, witness or participant in the arbitration, shall be paid by the party calling such employee, witness, or requesting such participation. If arbitration takes place during school hours, only those directly involved or anticipated to testify shall be granted released time at any one time. In event the arbitrator does not grant/deny the grievance in whole, the arbitrator shall assess to each party a percentage of the cost of the arbitrator, consistent to the extent to which each party prevailed.

The filing of the grievance shall in no way interfere with the right of the Employer to proceed in carrying out its management responsibilities, subject to the final decision of the grievance. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

No decision on or adjustment of a grievance shall be contrary to any provisions of this Agreement.

ARTICLE 13. EVALUATION OF EMPLOYEES

1. The evaluation of the performance of each employee in the school system is the responsibility of the Administration. In such evaluations, all monitoring or observations of employees shall be conducted openly.
2. Evaluations shall only be conducted by a Director, Supervisor, or other qualified administrator as designated by the Board. Each written review of the employee's job performance shall be based on at least fifteen (15) accumulated minutes of classroom observation, or other appropriate observation.

3. The performance of all employees shall be evaluated in writing as follows:
 - A. Probationary employees shall be evaluated in writing at least once each year. The evaluation shall be accomplished no later than six (6) weeks prior to the end of the school year. A personal meeting will be held within ten (10) school days thereafter to review the job performance of the probationary employee.
 - B. Tenure/non-probationary employees shall be evaluated in writing at least once every three (3) years, no later than six (6) weeks prior to the end of the school year. A personal meeting will be held with each employee within ten (10) school days thereafter to review his job performance.
4. Three (3) copies of the written evaluation shall be submitted to the employee, one to be signed and returned to the administration, one (1) to be retained by the employee, and one (1) sent to the personnel department of the MCESA. In the event that the employee feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. The written response setting forth the objections shall be limited to five (5) letter size pages.
5. Each employee shall have the right, upon request, to review the contents of his personnel file. A representative of the Union may, at the employee's request, accompany the employee in this review.

ARTICLE 14. PERSONNEL RECORDS

1. The Board shall maintain a personnel file for each person it employs in the bargaining unit. The MCESA personnel office shall also maintain a personnel file for each person.
2. The Administrator or designee shall be the records manager for the personnel records of the district.
 - A. The Administrator or designee shall have the overall responsibility for:
 - (1) Maintaining and preserving the confidentiality of the personnel files, and
 - (2) Granting or denying access to records on the basis of this procedure.
3. The personnel file shall contain the following sections:
 - A. Evaluation Section: The evaluation section shall include all complaints, commendations, written suggestions for corrections and improvements, and evaluation reports made by supervisors at all levels.
 - (1) No complaint, commendation, suggestion, or evaluation may be placed in the evaluation file unless it meets the following requirements:
 - (a) The comment is signed and dated by the person making the complaint, commendation, suggestion, or evaluation; and

- (b) The immediate supervisor of the person has notified the employee that the comment is available in the office of the Administrator for inspection prior to its placement in the employee's evaluation section.
 - (c) The employee signs and dates the comment.
 - (2) The employee may offer a denial or explanation of the complaint, commendation, suggestion, or evaluation, and any such denial or explanation shall become a part of the employee's evaluation section.
 - B. Qualification Section: The qualification section shall include certificates, licenses, standard test scores, academic records, pre-employment information and references, and application forms. Health certificates and other medical information shall be kept separate from other personnel records.
 - C. Employment Section: The employment section may include data related to retirement, contracts, payroll, worker's compensation, insurance, and/or post-employment.
 - D. Miscellaneous Section: The miscellaneous section may include data related to the employee not otherwise listed in above sections.
 - E. All medical information, including health certificates, workman's compensation records, fingerprinting or criminal background checks shall be kept in separate employee personnel records.
4. Access to the employee's personnel file may be given to the following persons without consent of the employee.
- A. The Administrator or designee,
 - B. The immediate supervisor of the employee,
 - C. Contents of the personnel file will be released when subpoenaed or under court order, however, the employee will be notified of this action before the material is released. In addition, contents of an employee's personnel file may be used by the employer as exhibits/evidence in administrative, arbitration and court proceedings involving the employee.
5. Access to the employee's personnel file may be given with the consent of the employee:
- A. The written consent must specify the records to be released and to whom they are to be released.
 - B. Each request for consent must be handled separately; blanket permission for release of information shall not be accepted.

6. The employee shall have access to HIS personnel file at all reasonable times, i.e. during the hours that the office of the Administrator or MCESA personnel office is open.
 - A. The right to access includes the right to make written objections to any information contained in the file.
 - B. Any written objection must be signed by the employee, and dated, and it shall be come a part of the personnel file of the employee.

ARTICLE 15. SENIORITY AND DATE OF HIRE

1. Seniority shall be defined as total years and months of continuous service to the Board.
2. Seniority shall continue to accumulate when bargaining unit members are on a leave provided for in this agreement for purposes of layoff and recall.
3. Seniority shall not continue to accumulate for those employees on layoff. Seniority will be frozen at time of layoff and will commence accumulation upon recall.
4. By October 1 of each school year the administration shall prepare, post, and deliver to the Union president a seniority list with name, service (listed in years and months), and date of hire of each employee in a position within the bargaining unit.
5. The Union shall have thirty (30) days to challenge the seniority list.
6. For employees hired prior to March 1, 1993, the date of hire shall be the date the employee's contract is Board approved. For employees hired on or after March 1, 1993, date of hire shall be the date of the employee's hiring recommendation to the Board. Should hiring dates be identical for some employees, the individuals so affected shall be ranked by the last four digits of their social security number, with the highest number being most senior.

ARTICLE 16. HIRING, VACANCIES, PROMOTIONS

1. The Board shall notify the Union president within ten (10) working days after the beginning of each semester, or hiring date concerning the employment of new bargaining unit members. The following information shall be given in writing:

Name, experience granted, placement on salary schedule
2. Whenever a vacancy exists in a bargaining unit position in the school, such vacancy will be publicized by written notice to the Union president within ten (10) working days.

3. Employees shall be notified by June 30th of their assignments for the following school year. In the event changes of assignment are proposed during the summer, the employee involved shall be notified and consulted as soon as possible.
4. Incoming employees may be granted experience at or above the rate of one step on the salary schedule for each year of comparable employment prior to being hired by the Board.
5. The Board shall fill positions with the most qualified, certified person applying for that position. In determining what constitutes "most qualified", the Board shall consider the following factors: experience, ability, professional background and attainments, past performance, employment and personnel records, attendance, willingness to work, evaluations and length of service.
6. Summer positions, which are required to meet State mandated extended year programs operating beyond the 180 days program, shall be established as separate positions annually in accordance with the following provisions:
 - a. The bargaining unit member who holds the corresponding position during the regular school year shall be offered first opportunity for the summer position;
 - b. If that employee does not provide written notice of intent to work the summer position by February 28 (29), the position shall be offered through a general posting during the first ten (10) working days in March as a temporary position and awarded, in order of seniority, to certified and qualified bargaining unit members who request the position;
 - c. Bargaining unit members shall be compensated as per the Master Agreement, with the salary prorated on a per diem basis to reflect days of instruction in the summer position;
 - d. An employee who desires to work a summer position must work at least two consecutive thirds of the summer schedule;
 - e. If no certified/qualified bargaining unit members request the position, the manner in which the position(s) is filled will be at the discretion of the Board;
 - f. Summer positions will be awarded separate contracts, with a separate salary.

ARTICLE 17. LAYOFF AND RECALL PROCEDURE

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

1. LAYOFF PROCEDURE

In order to promote an orderly reduction in personnel when the education program, curriculum and/or staff is curtailed, the following procedure will be used:

- A. Probationary employees shall be laid off first. A probationary employee shall not be laid off unless there is an employee who is certified, qualified, and available to perform the duties of the position the probationary employee is vacating, or unless the position that the probationary employee is vacating is eliminated altogether.
- B. If further reduction of staff is still necessary, then employees in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e. those with the least seniority are to be laid off first.
- C. A non-probationary employee who is laid off pursuant to this article has the right to be placed in a vacant bargaining unit position for which he is certified and qualified to fill. If there is not a vacant bargaining unit position available, the laid off non-probationary employee may be placed in a bargaining unit position occupied by the least senior employee provided the laid off employee is certified and qualified for the position. The Board shall determine which position the senior employee shall occupy in conformance with the standards promulgated and adopted by the Board.

At the completion of the school year during which a recalled employee has been placed in a vacant position, the position will be posted and filled through the procedure set forth in Article 16. Hiring, Vacancies and Promotions.

- D. A laid off bargaining unit member shall, upon application, be granted priority status on the Board substitute list.
- E. The Board shall give no less than thirty (30) calendar days written notice to the employee being laid off. Notice will be provided by certified mail, return receipt requested, to the employee's last known address. A copy of the notice will be given to the Union president.
- F. In the event of a necessary reduction in staff, the Board agrees to actively consider all requests for leaves of absence as an alternative to staff reductions.

2. RECALL PROCEDURE

Recall of employees shall normally be in the inverse order of layoff, i.e. those laid off last will be recalled first; provided, however, that an employee shall be certified and qualified for the specific position to which the employee is being assigned.

- A. A laid off bargaining unit member shall be considered laid off until he is reinstated in the District.
- B. Refusal of an offer from the Board for a position for which the employee is certified and/or qualified, or failure to respond within ten (10) business days of the receipt of a written offer of such a position, or failure to notify the Board that the employee wishes to remain in the list for recall prior to August 1st of each calendar year, shall be cause for termination of said employee and absolve the Board of any obligation to recall that employee at any time in the future.
- C. Notification of a recall shall be in writing with a copy given to the Union president. The notification shall be sent by certified mail, return receipt requested, to the employee's last known address. It shall be the responsibility of each bargaining unit member to promptly notify the Board of any change of address.

ARTICLE 18. LEAVE DAYS

1. Sick Days

- A. Each school year employee shall be credited with ten (10) sick days per school year.
- B. Sick days are to be used for illness or injury of the employee, or as otherwise stated in this agreement.
- C. Any unused sick days shall accumulate and be credited to the employee's personal sick bank, carry-over not to exceed 60 days.
 - 1. Employees shall be paid annually for each day in their personal sick bank beyond 60 days, in accordance with the following attendance incentive payment scale:
 - a. If less than two days are used during the year.....50%
 - b. If two or three days are used during the year.....40%
 - c. If four days are used during the year.....30%
 - d. If five or more days are used during the year.....20%
 - 2. Sick bank days paid shall be deducted from the employees' personal sick bank.

2. Family Illness Absences

- A. Family illness absences may be used for serious illness in the employee's immediate family that is of a nature to warrant the employee's presence. The immediate family shall be interpreted as: Spouse, Child, Mother, Father, Sister, Brother, Grandmother, Grandfather, Dependent, or member of the employee's household with whom the employee maintains a family relationship. The required care must be such as would be prescribed by a physician or required by incompetency of the family member requiring care.

B. Each employee shall be granted three (3) days per year for family illness absences. Such family illness absences shall not exceed three (3) days per year. Up to seven (7) additional days may be used for family illness absence and will be deducted from the employee's accumulated sick/bank days.

C. Family illness absences in excess of ten (10) days shall be requested as a formal leave of absence under Article 19.

3. Jury Duty

An employee called for jury duty or subpoenaed to give testimony shall be compensated for the difference between regular pay and pay received for the performance of such obligation. Excused time will be for actual travel and time necessary to perform said obligation. Total compensation shall not exceed the normal daily rate of pay for the employee, excluding mileage.

4. Union Leave

A. At the beginning of every school year, the Union shall be credited with seven (7) days to be used by employees who are officers or agents of the Union. Such use to be at the discretion of the Union. The Union agrees to notify the Administrator no less than forty-eight (48) hours in advance of taking such leave whenever possible, and shall reimburse the school for the cost of a substitute.

B. Approval of Union leave shall be contingent upon the availability of an appropriate substitute, if one is required to cover the position.

5. Annual Leave

An employee selected to work 20 or more days in the "summer program" in accordance with the provisions of Article 16, 6., may elect to utilize up to ten (10) days unpaid annual leave. An unpaid annual leave request must be approved in advance by the immediate supervisor, and will be approved only if it will not interfere with the normal Windover High School work schedule.

6. Personal Leave

Employees shall receive two (2) school days each year for use as personal leave. With prior approval of the Administrator, employees may use personal leave time to conduct personal business. One personal day may be carried over to the next year, so an employee could have three (3) personal days in a year if he only used one the previous year. These absences may be used in multiples of one-half (1/2) hours. The total number of hours shall not exceed the number of hours for personal days.

Employees shall not be permitted to use personal leave the workday before or after a holiday, except by authorization of the Administrator or his designee. Employees requesting such authorization must do so in writing at least five (5) days before the requested date(s).

ARTICLE 19. LEAVES OF ABSENCE

1. Following one (1) year of employment, an employee may request, and upon approval of the Board, be granted a leave of absence without pay, not to exceed one (1) year, subject to renewal at the discretion of the Board, for:

- A. Serving in any elected or appointed position, public or union.
- B. Illness leave (physical or mental).
- C. Prolonged illness in immediate family.
- D. Educational leave.
- E. Military leave.
- F. Work experience leave.
- G. Other.

2. Thirty (30) days prior to the expiration date of the leave, the employee shall notify the Board in writing of his intention to return, extend, or resign.

3. Upon return from leave, the employee shall be returned to the position he held at the time the leave of absence was granted, or to a similar position to which his seniority and qualifications entitle him.

4. Bereavement Leave

A. Up to five (5) days leave with pay will be granted for death in the immediate family in any one (1) case. The immediate family shall be interpreted as: Spouse, Child, Mother, Father, Sister, Brother, Grandparents, Grandchildren, Mother-in-law, Father-in-law, dependants, member of household. Such days shall not be deducted from any leave.

Additional leave may be granted for death in the immediate family due to extenuating circumstances. Said leave, at the discretion of the employee, shall be deducted from either personal or accumulated sick leave.

B. Upon request by the employee, up to one (1) day may be granted in the death of a person who was closely associated with the employee. Said sick leave, at the discretion of the employee, shall be deducted from either personal or accumulated sick leave.

5. Extended Sick Leave

An employee, who is unable to work because of personal illness or disability and who has exhausted all sick leave available, may be granted a leave of absence without pay for the duration of such illness or disability up to a maximum of one (1) year. The leave may be renewed for an extended period upon written request by the employee and with the right of the Board to verify the reasons advanced for the leave. At the Board's discretion, the employee may be required to submit to a physical examination by a physician selected by the Board, and at the Board's expense.

An unpaid leave of up to one (1) year shall be granted to an employee for the purpose of childbirth, adoption, or child care. Upon returning from such leave the employee shall be placed at the same position on the salary schedule that the employee held prior to beginning the leave.

An employee returning from an unpaid leave of absence may be required to wait until the beginning of the next semester to return to work.

ARTICLE 20. DISCIPLINE AND PROFESSIONAL BEHAVIOR OF EMPLOYEES

1. Employees are expected to comply with all rules, regulations, and directives adopted by the Board or its representatives which are not in conflict with the provisions of this Agreement. An employee may refuse to carry out an order which threatens his or another's physical safety or well-being.
2. A non-probationary employee shall NOT be disciplined, or discharged without just cause and due process.
3. If an employee is to be disciplined or reprimanded by the Board, he shall be entitled to have a Union representative present. The employee has the right to have such discussions held in closed session.

ARTICLE 21. TEACHING CONDITIONS

1. The Board agrees that supervisors shall assign to each new employee a mentor who shall be an experienced employee for the purposes of advising them of significant information related to job responsibilities and this Agreement.
2. If the Board develops job descriptions, it will provide employees with a copy.

ARTICLE 22. EMPLOYEE BENEFITS

1. Insurance Carrier and Servicing Agent
The Board shall retain the sole right to determine the insurance carrier(s) and the servicing agent(s) for the employee insurance program of the school. The Board agrees to adopt the carrier recommended by the Union, provided that the carrier recommended by the Union will provide the coverage at a premium rate which is lower than the rate of the carrier otherwise selected by the Board.
2. Duplicate Coverage

Insurance contracts entered into by the school shall contain duplicate coverage, or coordination of benefits, clauses.

3. Board Responsibility

- A. All insurance benefits are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment.
- B. The Board, by its contribution toward the premium payments required to provide the insurance coverage in which an eligible employee had enrolled, shall be relieved from all liability with respect to the benefits provided by the insurance coverage described herein.

4. Employee Participation

Windover Alternative High School employees may participate in a Board approved:

- A. Group hospitalization insurance program for employee and their eligible dependents.
- B. Group dental insurance program for employee and their eligible dependents.
- C. Group term life insurance of \$20,000.00 with Accidental Death or Dismemberment (A.D. & D.), employee only.
- D. Long-term Disability insurance for employee only, with a benefit level of 66 2/3% of salary, up to a monthly maximum of \$5,000.00, which shall begin after the expiration of 90 calendar days.
- E. Option benefits program, in lieu of health insurance, equal to single subscriber health insurance contribution paid by the Board.

5. Employee Eligibility

- A. Windover Alternative High School employees working full-time/school year, and/or full-time/school year with summer schedule, shall be eligible for the maximum insurance benefit allowance approved by the Board.
- B. Windover Alternative High School employees working less than full-time/school year and/or full-time/school year with summer schedule, shall be eligible for a reduced insurance benefit allowance based upon a ratio of hours worked compared to hours worked by full-time/school year employees.
- C. Windover Alternative High School employees working less than 15 hours per week will not be eligible for insurance benefits.

- D. Windover Alternative High School requires that spouses of employees enroll for coverage through their own (the spouse's) employer. The spouse's health and/or dental coverage will not be with Windover Alternative High School unless the spouse is not eligible for coverage through his or her employer. Dependents, as defined by IRS code, can be enrolled in Windover benefits.

Also, if the spouse's employer offers a group plan and does not contribute to the cost, but does offer a financial incentive to opt out, Windover Alternative High School defines it as a "subsidized plan" (subsidized means the employer contributes toward the cost), and the spouse is considered ineligible for Windover Alternative High School coverage.

Spouses of employees of the Windover High School as of July 1, 1996, who were enrolled in the District's hospitalization and dental plans on that date shall be permitted to continue in the plans. If the spouse of an employee leaves the plans they shall not be permitted to re-enroll in the district's plans. (The grandfathering of the employee's spouse in the dental plan shall cease effective June 29, 1999.)

6. Employee Responsibility

- A. Every employee of the school is responsible for making application for the insurance programs offered by the Board.
- B. Each employee of the school is responsible for a thorough knowledge of the insurance contract and the coverages offered.
- C. In accepting the program of employee insurance, each employee agrees to abide by the rules and regulations of the Board and the insurance carrier(s) and the servicing agent(s).

7. Effective Date of Coverage

- A. If the employee enrolls in the program and completes all necessary forms and requirements on or before the twelfth (12th) day of the month, the employee shall be covered from the date of enrollment, or as otherwise provided by the individual type of insurance contract.
- B. If the employee enrolls in the program and completes all necessary forms and requirements on the thirteenth (13th) day of the month, or after, the employee shall be covered from the first (1st) day of the following month.
- C. No employee shall be covered by the program prior to the date on which employment actually begins.

8. Premium Payment

- A. Following ratification, the Board will pay, the negotiated contribution to the total cost of insurance per employee for single subscriber, two person or full-family health insurance coverage, consistent with the constraints in Section 5, "Employee Eligibility" of this article.
- B. Following ratification, the Board will contribute the negotiated contribution to the total cost of Group Dental, Group Term Life and Long-term Disability insurance, consistent with the constraints in Section 5, "Employee Eligibility" of this article.
- C. The employee will be responsible for payment of the difference between the Board contribution toward insurance and the total premium cost for that employee's respective coverage. The appropriate employee contribution shall be made through payroll deduction.

ARTICLE 23. OTHER COMPENSATION

1. Tuition Reimbursement

The Board shall reimburse up to the full cost of tuition for approved advance course work relative to the employee's current or future assignment, when approved in advance at the Board's discretion.

2. Mileage

Employees using their own vehicle in the course of approved school related business and travel shall be compensated an amount equal to the rate approved by IRS.

3. Conference Expenses

The Board shall reimburse the employee for travel, lodging, meals and registration fee for conference, workshops, seminars and similar approved functions when approved in advance by the Administrator or his designee. The pre-approved rate of reimbursement shall be indicated by the Administrator or his designee.

4. Certification

It shall be the responsibility of each employee to maintain the minimum professional requirements for necessary certification. The Board shall reimburse the employee for receipted tuition expense(s) incurred to meet such certification requirements in accordance with the provisions of Article 23, 1.

5. Professional Organization and Literature

Individual employees may join professional organizations and/or receive professional literature or materials at Board expense up to a maximum of fifty dollars (\$50.00) per contract year. Such organizations, literature and materials shall relate to the employee's work assignment for the school and shall be subject to the pre-approval of the Administrator or his designee.

Should the employee leave the school, whether temporarily or permanently, such literature and material shall remain as property of the school, unless otherwise approved by the Administrator or his designee.

6. Longevity Allowance

Effective in the contract year beginning July 1, 1995, a longevity allowance shall be established.

Eligible full-time employees who have fifteen (15) or more years of service to the school shall be paid a longevity allowance. To be eligible the employee must have worked at least seventy percent (70.0%) of the time scheduled for a full-time "180 day employee" (as defined in Article 3, Definitions).

Years of service will be determined by the employee's seniority date as of June 30, 1993, plus any additional years of experience credited him by placement on the salary step at the time of hire. Thereafter, an additional year of service shall be added for each year that the employee has worked at least seventy (70.0%) of the time scheduled for a full-time "180 day employee" (as defined in Article 3, Definitions). Total years of service will be decided as of the longevity payment date.

Time off during the "school year" as Bereavement Leave or Military Leave pursuant to Article 19, Leaves of Absences, or time off pursuant to Article 18, Leave Days, shall be treated as time worked.

The longevity allowance will be a lump sum paid not later than the last check of the fiscal year to eligible employees on the payroll at the time of payment, (i.e., in receipt of that check). The allowance shall equal one-half of one percent (0.5%) of the employee's annual salary set forth in the "Salary Schedule - School Year" for the appropriate year.

ARTICLE 24. SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or 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 hereunder.

ARTICLE 25. REVIEW COMMITTEE

1. A. Representatives of the Board and the Union may meet informally for the purpose of reviewing the implementation of this Master Agreement and of resolving problems which may arise.
- B. Employee representatives shall be selected by the Union, and the Board representatives by the Board President.

- C. The meetings of the Review Committee are not intended to by-pass the grievance procedure outlined in this Agreement.
- 2. Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the Union and the Board for approval. Upon approval by the Union and the Board the memoranda shall become a part of the master Agreement for the duration of the Agreement.

ARTICLE 26. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 27. REPRODUCTION OF AGREEMENT

Within 30 days of ratification, the Board shall execute and reproduce sufficient copies of the Agreement.

ARTICLE 28. DURATION

All articles of this Agreement shall be effective upon ratification by the Union and the Board. Ratification shall include the duration and conditions of the current Agreement. Either party may terminate this Agreement by giving written notice to the other party 120 days prior to the end of the current Agreement.