

**MASTER AGREEMENT**

between

**BOARD OF EDUCATION  
OF  
CENTRAL LAKE PUBLIC SCHOOLS**

and

**NORTHERN MICHIGAN EDUCATION ASSOCIATION**  
*(Representing Central Lake Education Association)*  
**MEA/NEA**

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**ARTICLE 1.1**

**PREAMBLE**

This Agreement made and entered into by and between the Board of Education of Central Lake Public Schools, Central Lake, Michigan (hereinafter referred to as the Employer), and the Northern Michigan Education Association (representing Central Lake Education Association), MEA, NEA (hereinafter referred to as the Association).

**ARTICLE 1.2**

**RECOGNITION**

- A. The Employer hereby recognizes the Association as the sole and exclusive bargaining representative for all teacher certified personnel including personnel on tenure, probation, classroom teachers, guidance counselors and librarians, as well as non-certified teachers (i.e., teachers on annual authorization), but excluding full and part-time supervisory and executive personnel, office and clerical employees and persons on per diem appointments (i.e. day-by-day substitute teachers). The term "teacher" when used hereinafter shall refer to all elementary and secondary teachers who are certified/authorized and under contract with the Employer.
- B. The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of the Agreement.

**ARTICLE 1.3**

**WITNESSETH**

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, 336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and by Act 379 of the Public Acts of 1965, and

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

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

**ARTICLE 1.4**

**EXTENT OF AGREEMENT**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Employer and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be in the form provided in Article 6.3, A. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

- D. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **ARTICLE 1.5**

##### **DURATION OF AGREEMENT**

- A. This Agreement shall be effective upon ratification by both parties, and shall continue in effect until the 31st day of August, 2004. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. Copies of this Agreement shall be printed within thirty (30) days after the Agreement is ratified by both parties, or within thirty (30) days after Association and Employer representatives have completed the final proof of the contract, whichever occurs last. Copies of the Agreement shall be presented to all teachers now employed by the Employer. The cost of printing said Agreement shall be borne by the Employer.

#### **ARTICLE 1.6**

##### **ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS**

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions of dues or assessments in the Association which sum shall be determined once per year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues or assessments from the regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each year. Any teacher who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking paid leave of absence or sick leave provided for in this contract.
- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for any jointly approved (by Association and Board) annuities, credit union, savings bonds, charitable donations or other plans or programs jointly approved.
- C. The Association shall indemnify and save the Board, including each individual member and agent thereof, 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 Association for the purpose of payroll deduction of dues and other jointly approved payroll deductions.

#### **ARTICLE 1.7**

##### **FINANCIAL RESPONSIBILITIES**

- A. All bargaining unit members who are currently members of the Association or are currently paying a service fee, and all new bargaining unit members, shall (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy (a copy of the policy and administrative procedures shall be made available to the employee and/or Employer upon request). The service fee established by the Association shall not exceed the maximum permitted under the law.

The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 498.477; MSA 17.277(7) and at the written request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.

- B. Any teacher who has appealed the amount of non-member service fee shall have his/her fee deducted, but held in escrow during the pendency of the appeal. At the conclusion of the appeal process, the fee shall be adjusted, returned to the teacher, or disbursed to the Association as determined by the appropriate authority. The escrow account shall be set up by the Association.
- C. With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Employer agrees promptly to disburse said sums upon written direction of the Association.
- D. The Association agrees to assume the legal defense of any suit or action brought against the Employer regarding this article of the collective agreement. The Association agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article, subject however, to the following conditions:
  - 1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Employer or its agents.
  - 2. The Association, after consultation with the Employer, 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 Employer by any court or tribunal.
  - 3. The Association has the right to choose the legal counsel to defend any suit or action. The Association agrees to keep the Employer apprised of the progress of any such suit or action.
  - 4. The Association shall have the right to compromise or settle any claim made against Employer under this section.

#### **ARTICLE 1.8**

##### **CALENDAR**

- A. The parties agree that the school calendar is negotiable with the exception of the first day of school (unless state law changes making such negotiable) and further agree that the school calendar shall be set forth in Appendix A of this Agreement. Any deviation shall be by mutual consent.
- B. The school calendar shall be coordinated with the Intermediate School District.

## ARTICLE 1.9

### GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary teacher.
  2. Any matter involving results of teacher evaluations as defined in Article 2.3, Paragraph A.
  3. The termination of services or failure to employ any teacher to the position on the extra curricular schedule.
  4. Any matter within this agreement which is limited to a specific paragraph on the grievance procedure or to a specific remedy as otherwise provided. 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).
  5. Any matter for which there is recourse under state or federal statutes.
- B. A teacher or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement relating to wages, hours, terms or conditions of employment, may file a written grievance with the Employer or its designated representative within 10 working days on the grievance report form as appended. Written grievance as required herein shall contain, as a minimum, the following:
1. It shall be signed by the grievant or grievants;
  2. It shall be specific as to the alleged violation of the expressed terms of this Agreement, and shall cite the section or subsections of this Agreement alleged to have been violated;
  3. It shall contain the date of the alleged violation;
  4. It shall specify the relief requested.
- C. The Employer hereby designates as its representative for processing grievances the principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one school building.
- D. Within five (5) working days of receipt of the grievance the designated representative of the Employer shall meet with the teacher and/or the Association in an effort to resolve the grievance. Affected teacher may or may not be present at such meetings at his/her discretion. If the meeting is with the school Principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five (5) working days thereafter to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school Principal, or in the first instance, the grievance shall be returned to the Association with a statement of reasons why it is being disapproved. The Association shall have five (5) working days to decide to accept the findings or to pursue to the Board level.
- E. Within fifteen (15) working days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, provided however that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) working days after its submission to the Board.

- F. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.
- G. If the decision after mediation is not satisfactory to the Association, the grievance may within ten (10) working days, be submitted to arbitration before an impartial arbitrator selected by the parties.
- H. If the parties cannot agree as to the arbitrator, (s)he shall be selected by the American Arbitration Association, in accordance with its rules which shall likewise govern the arbitration hearing.
- I. Neither party shall be permitted to assert in such arbitration proceeding any grounds or to rely on evidence not previously disclosed to the other party.
- J. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
- K. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- L. The cost of arbitrator shall be born equally by the parties except that each party shall assume its own cost for representation including any witnesses.
- M. Time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties. However, the arbitrator shall have no authority to waive said time limits.
- N. In the event the Employer representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.
- O. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement and timely filed may be processed as herein provided until resolution. Any claim or grievance arising after this contract expires (and when the parties have not extended the contract by mutual agreement), shall not be arbitrated absent mutual agreement between the parties.

#### **ARTICLE 1.10**

##### **NEGOTIATIONS PROCEDURES**

- A. All items within this contract shall remain unchanged during the term of this Agreement unless both parties shall by mutual consent agree to reopen discussions. Amendments to this Agreement are open to discussion only by mutual consent of both parties.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

#### **ARTICLE 2.1**

##### **VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Whenever any permanent vacancy in a teaching, extra curricular, or administrative position in the district shall occur, the Employer shall publicize the same by phoning either the President or Secretary of the Association of such vacancy and provide for appropriate posting on the bulletin boards in the teachers' lounges. The vacancy will remain posted for a period of at least ten (10) school days and five (5) calendar days on summer postings and will not be permanently filled until the expiration thereof. There will be no postings outside the system or interviewing of candidates for a vacancy before the President, Secretary or their designees are notified.



- B. Any teacher possessing the qualifications to apply for such vacancy may do so in writing to the Superintendent's office within ten (10) school days of date of posting. The Employer agrees to give due weight to professional background and attainments of all applicants, length of service in the district, building, class level, area of specialization, and other relevant factors.
- C. The Employer reserves the right to deny applications as above specified. The Employer shall give written notification of denial.
- D. Since a promotion would result in placing a teacher in a supervisory position and hence exclude from the terms of the contract, the Employer reserves the right to promote on the basis of its own judgments of qualifications and also to hire new employees for any opening or vacancy. Supervisory positions shall be Superintendent, High School Principal, Elementary Principal or other non-teaching supervisory positions.
- E. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study, except the Employer shall not be prevented from hiring non-certificated teachers as provided for in the Revised School Code, as amended.
- F. Teachers who will be affected by changes in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by the Superintendent as soon as practicable. Tentative assignments will be posted by June 1. Such changes will be voluntary to the extent possible.

## **ARTICLE 2.2**

### **ASSOCIATION AND TEACHER RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every teacher employed by the Employer shall have the right to freely organize, join and support the Association for the purpose of engaging in lawful collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Employer, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Employer specifically recognizes the right of its teachers appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of the Agreement, and the Employer agrees to be bound by any lawful order or award thereof.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meeting. Any extra cost incurred for custodial or other related expense due to the meeting will be paid by the Association. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Teachers' bulletin board and mail boxes shall be made available to the Association and its members.
- D. The Employer agrees to make available to the Association in response to reasonable requests such information as it is entitled by law.

**ARTICLE 2.3****TEACHER EVALUATION**

- A. Both parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to.
- B. Evaluations shall only be conducted by a building principal, or other qualified administrator, as designated by the Employer. Each written review of the teacher's job performance shall be based on at least thirty (30) accumulated minutes of classroom observation, at least fifteen (15) of which must be consecutive. All monitoring or observations of teachers shall be conducted openly, with full knowledge of the teacher. The use of electronic means, including e-mail and internet usage, for purposes of evaluation of staff shall be strictly prohibited.
- C. The performance of all teachers shall be evaluated in writing according to the agreed upon criteria. Each evaluation shall be preceded by a classroom observation. Probationary teachers and tenured teachers shall be evaluated as provided below:
  - 1. **Probationary Teacher**
    - a. By November 15, the teacher will be provided with an individualized development plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher; and
    - b. The teacher will be provided with at least an annual year-end performance evaluation by May 1st of each year during the teacher's probationary period. The annual year-end performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the administration. A personal meeting will be held within ten (10) school days thereafter to review the evaluation. The administrator may perform an evaluation more often if he/she so desires, or if requested by the teacher; and
    - c. The performance evaluations shall include at least an assessment of the teacher's progress in meeting the goals of his or her IDP along with the completed appraisal report.
  - 2. **Tenured Teacher**
    - a. Tenured teachers will be provided with a performance evaluation at least once every three (3) years prior to May 1st. A personal meeting will be held within ten (10) school days thereafter to review the evaluation. The administrator may perform an evaluation more often if warranted, or if requested by the teacher; and
    - b. If the teacher has received a less than overall satisfactory performance evaluation, the teacher will be provided with an IDP developed by appropriate administrative personnel in consultation with the individual teacher.
    - c. The performance evaluation required every three (3) years shall be based on, but is not limited to, at least two (2) classroom observations conducted during the period covered by the evaluation and, if the teacher has an IDP, shall include at least an assessment of the teacher's progress in meeting the goals of the IDP.
- D. Evaluations shall be based on the criteria listed on the form which is included as an appendix. The parties shall agree to meet for the purpose of revising this form upon the request of either party.

- E. A teacher's signature on the evaluation form acknowledges awareness of the evaluation but does not necessarily mean agreement with the content of the evaluation.
- F. If an evaluator finds a teacher lacking in any area, the reasons therefore shall be set forth in specific terms, and the evaluator shall indicate the specific ways in which the teacher is to improve.
- G. Two (2) copies of the written evaluation shall be submitted to the teacher, one to be signed and returned to the administration, and the other to be retained by the teacher. In the event that the teacher feels his/her evaluation was incomplete, inaccurate, or unjust, (s)he may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personal file.
- H. Teachers shall be entitled to have an Association representative present at the evaluation conference.
- I. Each teacher shall have the right upon request to review the contents of his/her evaluation file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- J. The evaluation form shall be reviewed and revised by a committee composed of three (3) administrators chosen by the Employer and two (2) teachers chosen by the Association. The recommendation of that committee shall be referred to the Association for approval before being implemented. Copies of the revised form shall be distributed to the staff by the end of September of that teaching year, and shall be enforced for that year.

#### **ARTICLE 2.4**

##### **PERSONNEL FILES AND RECORDS**

- A. A teacher will have the right to review the contents of all records, excluding initial references, of the district pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such review.
- B. A teacher shall be promptly notified when complaints originating after initial employment result in written material being placed in his/her personnel file. The teacher may submit a written notation regarding any material including written complaints, and the same shall be attached to the file copy of the material in question. When a teacher is asked to sign material placed in his/her file, such signature shall indicate his/her awareness of the material and does not necessarily mean agreement with the content of the material. No such complaint will be acted upon, included in the teacher's personnel file or used in any disciplinary action unless the teacher has been informed of the complaint and the identity of the complainant is made known to the teacher.
- C. Statements, complaints or other material in a personnel file to which an employee disagrees will be handled in accordance with guidelines outlined in the Bullard-Plawecki Employee Right to Know Act (as amended).
- D. The Employer shall promptly notify an employee of any requests for personnel file information concerning the teacher made pursuant to the Freedom of Information Act (FOIA), and the employee may review any such request(s) and/or response(s) to such request(s) before the Employer formally responds to such request unless such review is later than four (4) days after the request. In such situation, the Employer may either respond to the request or ask for an extension as allowed under the Act as the Employer deems appropriate.

**ARTICLE 2.5****REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL****A. Seniority:**

1. Seniority is based on the length of service as a member of the bargaining unit with the Central Lake School District. Leaves of absence and layoffs granted pursuant to this contract shall constitute an interruption of service (i.e. a teacher who has completed two (2) years of service at the time of disruption of service shall be granted the two (2) years of seniority upon returning with no credit for the time not teaching). Also, seniority previously granted to bargaining unit teachers for service with the district not in the bargaining unit shall continue to be recognized (grandpersoned). No new such credit shall be recognized after July 1, 2000.
  2. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in grades K-6 and by subject matter taught in grades 7-12. In addition, teachers in grades 7-12 whose specific programs are being discontinued or reduced shall have the right to replace less senior teachers within said teachers major or minor field of study. After one (1) year of teaching in said minor field of study, the Employer reserves the following rights:
    - a. To require said teacher to successfully complete up to six (6) semester hours of credit in the minor in which he/she is teaching.
    - b. Course approval must be granted by the administration.
    - c. Full tuition will be paid by the Employer.
    - d. In-service training, school visitations, etc....will be considered in lieu of course work for minor deficiencies.
  3. A seniority list shall be posted in each teachers lounge on or before November 1<sup>st</sup> of each school year. The seniority list shall not be construed as a layoff list.
  4. The parties mutually accept the seniority list as published during the last year of the previous master agreement as accurate until the new list is published from the next year. Seniority will be granted on the following basis:
    - a. High School - Teachers teaching/supervising four (4) or more class hours will be granted a full year of seniority. Those teaching three (3) class hours or less will be granted one-half (1/2) year of seniority. Assignment to a seminar may be counted for no more than one (1) class hour unless said seminar extends beyond one (1) class hour, whereupon appropriate proration shall apply.
    - b. Elementary - Teachers assigned the equivalent to full morning or full afternoon schedule will be granted a full year of seniority. Those teaching less than a full morning or afternoon will be granted one-half (1/2) year seniority.
- B. Procedure:** Prior to taking official action to lay off bargaining unit personnel, the Employer shall inform the Association of the reason(s) for the pending layoff. Employees will be notified of layoff at least thirty (30) days before the effective date of layoff.

1. In the event that reduction of personnel shall become necessary, the Employer shall reduce staff on the basis of seniority as defined above.
2. It is within the sole discretion of the Employer to reduce the educational program and curriculum.
3. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting during which the list was reviewed.
4. Seniority teachers shall be recalled in inverse order of layoff, to the first vacancy in the school district for which (s)he is certified and qualified. Recall rights shall extend for not more than twelve (12) years.
  - a. Definitions:  
  
Certification: Possessing a provisional or permanent certificate appropriate to the teaching level.  
  
Qualifications: Possessing a major or minor appropriate to the teaching assignment or a sufficient number of credit hours in that academic area to meet accrediting agency and/or state or federal ESEA requirements as set forth in Article 3.5..
5. The Employer shall give written notice of recall from layoff by mailing a registered or certified letter to the teacher at his/her last known address. It shall be the responsibility of the teacher to notify the Employer as to any changes in address.
6. Teachers recalled to duty shall retain earned accumulated sick leave and shall be returned to the step earned on the salary schedule (i.e. a teacher who has completed two (2) years of service shall have their sick leave frozen and shall return to the third (3rd) step of the salary schedule upon return).

## ARTICLE 2.6

### DISCIPLINE OF TEACHERS

- A. A teacher shall at all times be entitled to have present a representative of the Association when (s)he is being formally reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present as a witness.
- B. A teacher shall not be disciplined without just cause. Provided, however, that this provision shall apply except as excluded from the grievance procedure in Article 1.9, A.
- C. A system of progressive and corrective discipline shall be applied to all bargaining unit members in the district. Normally, the following procedure is established:
  - Step 1. Discussion of the problem (with possible documentation of a verbal warning).
  - Step 2. Written reprimand.
  - Step 3. Suspension with pay.
  - Step 4. Suspension without pay.
  - Step 5. Dismissal.

The parties agree that in serious situations the Employer may initiate discipline at a later step appropriate to the infraction of the employee.

**ARTICLE 2.7**

**MANAGEMENT RIGHTS**

The Association recognizes that the Employer has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law. The exercise of such rights and responsibilities shall be limited only by the specific and expressed terms of this Agreement.

**ARTICLE 2.8**

**INTERNET ACCEPTABLE USE**

The parties will meet and review the current Internet Acceptable Use (IAU) form. The parties may revise or rework the form if necessary. Until this process is completed, the current form will remain in effect. An employee signature on the IAU form does not waive any right the Association may have to bargain.

**ARTICLE 3.1**

**STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. Any action including an assault upon a teacher should be promptly reported by the teacher to the Employer or its designated representatives. Any disciplinary action taken by a teacher shall be subject to administrative review. The teacher may seek assistance from the Principal in the event of doubt of the disciplinary action to be meted out. The Employer recognizes its responsibility to give all reasonable support and assistance to the teachers with respect to the maintenance of control in the classroom.
- B. Whenever a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Employer will take reasonable steps to relieve the teachers of responsibilities with respect to such pupils.
- C. The Employer, in conjunction with the Association, shall promulgate rules and regulations setting forth procedure to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents no later than the first week of each school year. In the absence of a published school policy teachers shall be free to employ reasonable punishment within limits as set forth in Michigan law.
- D. The Employer may provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, provided that the Employer has determined that the teacher has acted within the scope of his/her authority.
- E. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Employer may provide legal counsel and render all necessary assistance to the teacher in his/her defense, provided that the Employer has determined that the teacher has acted within the scope of his/her authority.
- F. Time lost by a teacher in making a court appearance in connection with any incident mentioned in this Article shall not be charged against the teacher provided that the Employer has determined that the teacher has acted within the scope of his/her authority.

- G. The Employer will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, in connection with any incident mentioned in this Article provided that the Employer has determined that the teacher has acted within the scope of his/her authority.
- H. Any complaints by a parent of a student directed toward a teacher that would become part of the teacher's personnel file shall be promptly called to the teacher's attention.
- I. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss of person or property.

**ARTICLE 3.2**

**CLASS SIZE, TEACHING HOURS AND CONDITIONS**

- A. Class Size:
  - 1. The Employer recognizes that pupil/teacher ratio is an important part of an effective educational program.
  - 2. The following suggested optimum class sizes will be used in determining room loading. Class loads may be lowered by splitting classes or assigning (after consultation with the teacher) qualified assistance when their size exceeds 20% of the listed number. The total number of pupils per day will not exceed five times the maximum number indicated below in grades 7 through 12.

<u>Class Size</u>	<u>Classes Affected</u>		
15	Special classes for handicapped		
25	Industrial Arts Elementary English Mathematics Business	Homemaking Kindergarten Social Studies Science	Vocational Shops Art General Education Language
35	Music		
40	Typing	Drafting	Health Education

- 3. Deviations from these guidelines will be discussed with the teachers involved and with the Association in an attempt to reach a cooperative solution. If the problem is not resolved it may be processed through the Grievance Procedure.
- B. Teachers shall check in ten (10) minutes before the start of the school day and shall be available for consultation with students for twenty (20) minutes after students are dismissed as per schedule except Friday P.M. or days preceding holidays or vacations, when the teachers' day shall end at the close of the pupil's day, except in case of emergency. Teachers shall attempt to be in their assigned classroom five (5) minutes prior to the start of the class period and immediately after lunch.

- C. The Employer recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.
- D. The parties will confer from time to time for the purpose of improving the selection and the use of such educational tools and the Employer undertakes to implement all joint decisions thereon made by its representatives and the Association as soon as practicable. The Employer agrees at all times to keep the school reasonably and properly equipped and maintained.
- E. The normal weekly teaching load in the secondary school will be twenty-five (25) teaching periods, and five (5) unassigned preparation periods, and five (5) supervised study periods except alternate assignment by mutual consent of the teacher, administration, and Association. In lieu of an assigned study period teachers can be assigned noon-time supervision of either lunchroom, halls or play areas. Secondary teachers involved in Elementary education can be assigned playground supervision, but for not more than a daily period of time equal to one study period. The normal teaching load and unassigned preparation time in the elementary school shall be equivalent to the Secondary School. No departure from these norms except in case of an emergency shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Employer and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth. Should additional student contact time be required at the elementary level as referenced in Article 3.2 O, below, elementary teachers shall be placed on a rotation along with all elementary certificated personnel to supervise no more than one recess per day for a week during each rotation. No teacher shall be required to serve more than three (3) rotations in a school year. The rotation schedule shall be mutually developed by the Administration and Association.
- F. Teachers shall not lose their current preparation time through taking a rotation at such duty. Additionally, any teacher not otherwise having preparation time on a day that he/she is scheduled for recess duty as provided above, shall, at his/her request, be excused from such duty for that day(s). Each teacher required to serve a rotation shall accrue compensatory time to be used following such service for additional preparation, curriculum review or other purposes approved by the teacher and his/her administrator. Substitutes shall be provided as appropriate for such compensatory time.
- G. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- H. The Employer shall make available in each school: lounge and lunchroom, lavatory, exclusively for staff use, and a work area and filing space when needed. Smoking is prohibited in all areas of the school.
- I. Existing telephone facilities shall be made available to teachers for their reasonable use. The cost of any long distance personal calls shall be borne by the teacher.
- J. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern of both parties of this Agreement so long as the same shall not adversely affect the student-teacher relationship.
- K. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in, or association with the activities of any employee organization.



- L. The Employer and Association agree that vacancies to the positions of class sponsorships will be filled in sequential order through the use of the following formula of steps:
- Step 1---- Volunteers
  - Step 2---- New Teachers defined as: first three (3) years in district (except no teacher shall be required to accept a sponsorship of a class in his/her first year of teaching)
  - Step 3--- Ask for volunteers for second time.
  - Step 4---- Through a lottery established by a drawing and maintained henceforth whereby each teacher will be assigned a number chronologically. Assignments will be made from the top of the list, and each teacher having completed an assignment will be placed at the bottom of the list. No teacher will be required to accept two consecutive annual terms as a class sponsor.
- M. Each teacher shall participate in one extra-curricular activity per school year, within the confines of the following:
1. The individual teacher is free to choose which activity and schedule when said commitment shall be fulfilled.
  2. Supervision of events will be at the employee's teaching level (either elementary or high school) unless otherwise mutually agreed upon.
  3. Participation shall not be part of a teacher's evaluation.
  4. The Employer or its representatives and the Association shall devise a list of approved activities.
  5. Teachers working as class sponsors or coaches are excluded from this requirement.
- N. Teachers shall not be required to dispense medication or to perform medical/ hygienic procedures for students. For those teachers agreeing to perform such tasks, training appropriate to the task(s) shall be provided at full Employer expense and the teacher shall be indemnified and held harmless by the Employer for the performance of such duties. The Employer shall provide liability insurance in the amount of one million dollars (\$1,000,000) on each teacher who provides such service.
- O. The parties to the agreement shall meet at least thirty (30) days prior to the end of the 1997-98 school year and similarly again prior to the end of the 1998-99 and 1999-00 school year to determine necessary action to be taken to comply with the state requirement regarding clock hours of instructional time. The parties agree that the district shall comply with such requirements and that additional student contact time, if needed, shall be provided from within the existing student day, as was in effect during the 1993-94 school year, if possible. The next option to be considered would be from within the existing teacher day as was in effect during the 1993-94 school year, if possible. Only such additional time as is required by law shall be so structured by the parties. If additional student contact time becomes necessary at the elementary level, such time shall be first added as provided under Article 3.2 E above. Should additional student contact time be required in excess of the current (1996-97) level and cause additional time to be added to the total teacher day, each such hour so added shall be paid at the rate of thirty dollars (\$30.00) per hour, paid in a lump sum on the last pay of each year so affected. The parties agree to reopen the section regarding recess coverage rotation in the event that the school code is revised to require more student contact hours of instruction, the last pay of each year so affected. The parties agree to reopen the section regarding recess coverage rotation in the event that the school code is revised to require more student contact hours of instruction.

- P. Teachers shall be encouraged but not required to make home visits with students and/or parents as a part of their duties. Teachers agreeing to make such visits may be accompanied (upon request) by an administrator or other authorized school district or ISD employee. Teachers making home visits will be covered by workers compensation and by school liability insurance (a minimum of \$1,000,000 coverage) and be authorized by the appropriate administrator. Teachers using their own vehicles shall be reimbursed for mileage at appropriate IRS rates.

### ARTICLE 3.3

#### LEAST RESTRICTIVE ENVIRONMENT

- A. The Employer and the Association acknowledge that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. Accordingly, the parties also recognize that the extent to which any individual student who would fit legal requirements which would involve the use of an individual educational planning committee (IEPC) for placement in the regular classroom must be appropriate to the student's unique needs as determined by an IEPC on an individual basis. For the purpose of this article, such students shall be referred to as "mainstreamed students."
- B. If any member, in writing, advises the administration of a reasonable basis to believe that a mainstreamed student assigned to the member has a current IEPC report that is not meeting the student's unique needs as required by law, the administration shall call a meeting of involved staff. If the group determines the need for an IEPC meeting, such a meeting will be called. The member so advising the administration shall be invited to attend the IEPC.
- C. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, mainstreamed students will be assigned in equitable numbers across general education grade levels within each elementary location and across sections of the same course within the middle and senior high school. This section will not apply in the event the teacher volunteers in writing to take additional mainstreamed students. In such situations, if the teacher so requests, the administration will reduce class size by an equivalent number of students on a one-to-one basis.
- D. The following conditions shall apply to placement of mainstreamed students in general education classrooms:
1. Any member who will be providing instructional or other services to a mainstreamed student in a regular education classroom setting shall be invited to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. It is understood that normally no more than two (2) teachers will be excused during the school day to attend an IEPC unless the administrator agrees that more are necessary. In instances where a group of teachers wish to be present, effort will be made to schedule the IEPC at a time when such teachers can attend.
  2. In instances where it is not possible to identify general education teachers who ultimately will have mainstreamed student(s) assigned to their classroom(s) in advance of an IEPC, meetings will be convened with such general education teachers as soon as possible following the placement of the student(s) to explain the conclusion of the IEPC and to provide for the teacher to voice concerns.
  3. The student's IEPC should specify and provide for all supplementary aides, support personnel, materials and other related services deemed necessary by the IEPC to satisfactorily achieve educating the student in the regular education classroom. The district shall make every reasonable effort to encourage the IEPC process to so specify and to support the receiving teacher with necessary classroom materials.

4. The mainstreamed student's placement should be determined to the extent permissible by law and through the IEPC in such a way as would be sensitive to both the educational process for the mainstreamed student and the other students in the classroom to be entered.
  5. The administration shall provide, prior to such placement whenever possible, in-service training to the teacher regarding the instruction and behavioral management of such mainstreamed students in the regular education classroom setting, including but not limited to, the differing approaches, problems and techniques to be utilized with varying physical, mental, emotional and behavioral conditions as are likely to be faced in the given situation. Such in-service training shall be at Employer expense and shall be mutually arranged with the teacher(s) to be involved. If such prior training is not possible, the training will be provided as early as can be arranged after the placement has occurred.
  6. The administration shall provide, prior to such placement whenever possible, awareness information to the affected members and students regarding placement of mainstreamed students in the class(es). The activities shall be provided to assure that the school climate is receptive to the placement and to maximize the potential of the mainstreamed student while minimizing possible areas of concern. Should prior provision of such information not be possible, the information shall be provided as early as can be arranged after the placement has occurred.
- E. Except in life threatening or extenuating circumstances, no member shall be required to perform medical, hygienic or other non-instructional specialized procedures for or on mainstreamed students such as but not limited to: suctioning, catheterization, diapering, or attending to any personal hygienic or medical need(s) of the student(s). Any such extenuating circumstances shall be preceded by notification to the Association that such circumstances exist and provide an opportunity for the Association and the teacher(s) who may be affected to meet and discuss the issues involved and how best to meet the needs of the student, the regular classroom, the teacher and the school district.
1. In such situations it is expressly understood that should the teacher agree to provide such procedures or services, he/she shall be provided with training appropriate to the situation with all expenses paid by the Employer.
  2. It is further agreed that in any such event, the Employer shall indemnify and hold harmless, any teacher who has agreed to provide such services as described here, from liability for the performance of such service to the extent permitted by law. Toward that end the Employer agrees to provide such teacher(s) with legal defense and with liability insurance of at least two million dollars (\$2,000,000) which shall be at the disposal of any teacher who has had legal action brought against him/her with respect to the exercise of such duties in conformance with this article.

#### **ARTICLE 3.4**

##### **MENTOR TEACHERS**

- A. Bargaining unit mentor teacher positions shall be developed on an as-needed basis to function as an advisor/resource person to probationary teachers by the Employer according to the following guidelines:
1. Such mentor teachers shall be tenure teachers. It is understood and agreed that mentor teachers may also be retired master teachers or college professors as allowed by law.
  2. A bargaining unit mentor teacher shall serve on a voluntary basis and shall work with probationary teachers from a related area of expertise, responsibility or experience.
  3. A bargaining unit mentor teacher may have released time as approved by his/her principal to use to observe or otherwise be available to the probationary teacher assigned.

4. The mentor teacher shall not be expected to act in an evaluative, disciplinary or supervisory capacity over a probationary teacher. The mentor teacher shall not be required to provide information for use in such administrative functions regarding the probationary teacher assigned. The function of mentoring shall not be included in the mentor teacher's evaluation.
5. The mentor teacher shall assist the probationary teacher in planning with the administration fifteen (15) days of professional development within the first three (3) years of employment of the probationary teacher. Such professional development may include the experiencing of effective practices linked in university professional development schools, ISD and regional seminars conducted by master teachers and other mentors regarding proper classroom management and instructional delivery methods.
6. It is understood and agreed that a mentor teacher may not continue in that position from year to year unless requested to do so by the principal. The probationary teacher involved shall have input into this process.
7. Upon request, the administration and the Association shall meet and make a joint determination by May 1 of each year regarding the number, kind, duration and compensation of (for) sabbatical leaves to be offered on a voluntary basis to prospective or continuing mentor teachers for training such teachers to aid in the professional development of probationary teachers.

### Article 3.5

#### **ESEA Requirements for highly qualified teachers.**

- A. As required by the ESEA guidelines and in accordance with criteria provided by the ESEA Act of 2001, all teachers will meet the ESEA requirements for "Highly Qualified" by 2005-2006 and thereafter. The State of Michigan State Board of Education will define these criteria.
- B. The ESEA provides different ways for a teacher to be considered a highly qualified teacher. The Board and Association will work together to inform all bargaining unit members about their options.  
  
To that end, a committee of two teachers appointed by the Association and two persons appointed by the administration shall be formed. The committee shall be named the "ESEA Committee" and shall study the credentials and assignments of all teachers in the district and issue a report by January 1, 2004 regarding which teachers meet/do not meet the ESEA requirements to be highly qualified. Teachers not meeting this standard will be informed of their options under the Act. Teachers so informed shall notify the committee and the superintendent of their choice of options by March 1, 2004. The committee shall have concluded its work and be dissolved by the end of the 2003-04 school year unless it is mutually extended by the parties
- C. In grades K-5 highly qualified shall be defined as possessing the requisite certification and satisfying the provisions of the ESEA pertaining to highly qualified teachers.
- D. For teachers that are certified for all subjects in grades 6, 7, and 8, highly qualified shall mean that the teacher is a highly qualified teacher under the ESEA. A teacher shall be assigned in his/her major or minor field of study unless assigning the teacher in the minor field of study contravenes the provisions of the ESEA pertaining to highly qualified teachers.
- E. In grades 9-12, highly qualified shall be determined as possessing the requirements needed to be a highly qualified teacher under ESEA. A bargaining unit member shall be assigned in his/her major/minor field of study, unless this would contravene the provisions of the ESEA pertaining to highly qualified teachers.
- F. A teacher that has been recognized as highly qualified under the ESEA by this district or another Michigan school district as confirmed by the Michigan State Department of Education shall be recognized as highly qualified by this school district for the duration of his/her employment.

- G. Teachers not highly qualified for his/her assignment by the end of the 2005-2006 school year shall be granted the first vacancy he/she applies for provided he/she is highly qualified for the vacancy. If there is no vacancy for which said teacher is highly qualified, said teacher shall be treated under the layoff & recall provisions of this agreement as if his/her current position had been eliminated.
- H. The district will facilitate teachers in becoming highly qualified through reasonable accommodations to the teacher regarding release time and through paid graduate credit as provided under Article 5.2 (I). Teachers may, with approval of the superintendent, apply for additional reimbursement of hours of such credit.

#### ARTICLE 4.1

##### PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. Any teacher whose personal illness requires absenteeism more than the allotted number of days specified in Article 4.2, Paragraph A, may at the Employer's discretion, be granted a leave of absence without pay for a period of not more than one (1) year. Upon return from such leave the teacher shall be assigned to a teaching position within his/her area of certification by the Superintendent as provided under article 4.1. E, below. All leaves shall terminate at the end of the semester or school year. Notification of intent to return shall be given to the Superintendent sixty (60) days prior to the scheduled end of such leave.
- B. Leave of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:
  - 1. For a critical illness in the immediate family (reference paragraph C-1).
  - 2. When emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
  - 3. Attendance at a ceremony awarding a degree to the teacher for such portion of the day as is necessary.
  - 4. When travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
  - 5. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance.
  - 6. Teachers are allotted two (2) personal business days per year. One (1) unused personal business day may be accumulated to be used in another school year. These personal business days are to be deducted from sick leave. Forty-eight hours notice must be given except in cases of emergency. Such days cannot be used immediately before or after a scheduled holiday or vacation period except in cases of emergency or unless previously approved by the Superintendent at his/her sole discretion. Not more than four (4) employees shall take a personal business day on the same date except in emergency or unusual situations, and then only at the sole discretion of the Employer. If more than four (4) employees request a personal business day on the same date, the earliest four (4) applications shall receive priority consideration for approval.
- C. Leave of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
  - 1. A maximum of three (3) days per death per school year for death in the immediate family. The immediate family would be defined as father, mother, sister, brother, children, grandparents (with two (2) days per death for the same members of the spouse's family), husband or wife. (Exceptions would be considered.)
  - 2. For court appearance as a witness on behalf of the Employer.
  - 3. For court appearance with prior approval of the Administration when subpoenaed on any other case.
  - 4. Approved visitation at other schools or for attending educational conferences or conventions.

5. Time necessary to take the selective service physical examination.
6. The Association shall be credited with five (5) days to be used at their discretion. The Association shall be responsible for filling the vacancy when it occurs, and assuming any financial responsibility.
- D. A teacher may be granted a leave of absence without pay for a period of up to one (1) year at the discretion of the Employer. Request for said leave must be made in writing not less than sixty (60) days prior to the date the leave is to commence. Exceptions may be made dependent on individual circumstances. Leaves of absence shall be considered upon application for the following purposes:
  1. Study related to the teacher's licensed field.
  2. Study to meet eligibility requirements for a license other than that held by the teacher.
  3. Study, research, or special teaching assignment involving probable advantage to the school system.
  4. Personal Business: The regular salary increment occurring during such period may be allowed.
  5. Child care: Said leave shall commence no later than at the time of delivery.
  6. Adoption
- E. Upon the granting of said leave by the Employer, the teacher shall be entitled to return to the school system upon the expiration of said leave to the same or to an equivalent position for which he/she is certified and qualified unless the District is experiencing layoffs under Article 2.5, in which case the layoff procedure will prevail if there is conflict with a teacher returning under this provision.
- F. All leaves shall terminate at the end of the semester or school year. A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave granted by the Employer provided that he/she shall give at least sixty (60) calendar days notice in advance of the requested date of return. The Employer reserves the right in its sole discretion to approve accelerated termination of said leave on the basis of each individual case. Teachers who fail to return from said leave will be considered to have terminated their employment with the district.
- G. Teachers who are officers of the Association or are appointed to its staff may, upon proper application, be given leave of absence for one year without pay for the purpose of performing duties for the Association.
- H. Military leave of absence shall be granted to any teacher inducted into the military service of the United States in accordance with Act 145 of 1943, as amended.
- I. The Employer shall consider a leave of absence without pay to any teacher to campaign for, or serve in, a public office.
- J. A teacher called for jury duty shall be excused with full pay. If the teacher is dismissed from jury duty prior to 3:30 p.m. on a given day, excluding mileage and meals, the jury duty pay for such day must be given to the Employer. If dismissal is after 3:30 p.m. the teacher may keep it.

**ARTICLE 4.2****ILLNESS AND DISABILITY**

- A. All teachers absent from duty on account of personal illness, short term disability or any other approved reason who are in the employ of the Employer shall be allowed full pay for a total of twelve (12) days absence in any school year. Teachers may accumulate unused sick leave from year to year up to a maximum of 135 days. The number of accumulated sick days shall be entered on the check stub of the first pay of January.
- B. Any teacher who is absent because of an injury or disease compensated under the Michigan Workers Compensation Law, shall receive from the Employer the difference between the award under Worker's Compensation Law and his/her regular salary up to the dollar value attached to the accumulated sick leave.
- C. After four days of consecutive absence, a physician's statement may be required by the administration.
- D. A teacher who has exhausted his cumulative sick leave may be considered for a loan up to thirty days of additional sick leave for his/her own personal illness only.
- E. First year teachers shall accrue sick leave at the rate of one day for each month worked.
- F. Sick leave loans (as set forth in Article 4.2 D, above) shall be repaid by the teacher by either: 1) Deduction from the teacher's next year's allotment as provided in Article 4.2 A, above; 2) Repayment of the daily rate multiplied by the number of days through payroll deduction on a schedule to be mutually developed by the district and the teacher; or 3) A combination of these two methods as agreed upon by the district and teacher. The selection of method of repayment shall be agreed upon by the teacher and district prior to finalizing approval of the loan. The Employer reserves the right to recoup any sick leave loans not taken care of within one year of issuance by deducting the balance owed from the teacher's salary in installments of two days per paycheck until the balance is satisfied.
- G. Immunization for scarlet fever, measles, mumps, and chicken pox will be provided by the Employer. In the event that a teacher who has taken advantage of this program contacts any of these diseases from classroom exposure, (s)he will receive pay for work days missed without loss of sick leave. A teacher who refuses or neglects to be immunized will not be compensated other than by the terms of Paragraph A above.
- H. Any teacher retiring, resigning, or otherwise terminating employment with the district, other than termination for cause, who has not less than ten (10) years service to the district shall receive one-fourth (1/4) of the teacher's regular daily base pay at such termination for each day of accumulated sick leave, not to exceed three thousand dollars (\$3,000.00).
- I. Teachers with ten (10) or more years of experience with the district may opt to serve their last year of service as a senior advisory teacher with duties to assist less experienced or probationary teachers in orienting themselves to Central Lake Public Schools. This position shall be paid by figuring one half (1/2) of the teacher's daily base pay at such termination for each day of accumulated sick leave not to exceed three thousand five hundred dollars (\$3,500.00). The Superintendent may waive the ten year experience requirement at his/her sole discretion. Teachers who choose to retire under this provision shall notify the Superintendent in writing at least 170 student instructional days prior to his/her retirement date and shall be placed as a senior advisory teacher as listed in Schedule "B". Teachers exercising this option shall not be eligible for additional termination pay under 4.2, "H" above.

J. Sick/Personal Leave Non-Use Incentive

Teachers who are employed for a full school year will be eligible for recognition and an attendance incentive stipend when meeting the following conditions. Teachers who use no more than a combined total of three (3) sick and personal leave days (and have not been granted unpaid or dock days) during the school year shall be recognized for excellence in attendance within four weeks after the last day of the school year. Such teachers shall also receive an attendance incentive stipend within four weeks after the last day of the school year according to the scale below:

0 Days used for the school year	\$ 250
1 Day used for the school year	\$ 200
2 Days used for the school year	\$ 150
3 Days used for the school year	\$ 100

**ARTICLE 5.1**

**INSURANCE**

- A. The Employer shall provide MESSA-PAK for a twelve (12) month period, without cost to the teacher, for each full-time employee and his/her eligible dependents as specified in Appendix D.

The Employer shall pay the deductible amounts and prescription co-pay of up to \$1.50 per prescription required by MESSA Super Care I upon presentation of proof offered by member that such deductible/co-pay has been incurred.

- B. Members not electing health insurance will receive MESSA-PAK Plan B and Super Care I member only rate per month to be applied towards the MESSA non-taxable options and/or MESSA's MEA-sponsored tax deferred annuity plan.
- C. Employees working less than full time will receive premium payment on a percentage basis based on actual teaching time, to be used to apply toward insurance benefits and/or annuities of the teachers choice. Six hours will be used as base figure (example 1 hour = 16 2/3% coverage, 2 hours = 33 1/3%, 3 hours = 50%, 4 hours = 66 2/3%, 5 hours = 83 1/3%, and 6 hours = 100%. If an insurance coverage requires full group participation the total premium will be paid by the Employer.
- D. Upon request of a bargaining unit member either on, or applying for either long term disability (LTD) benefits or short term disability (STD) benefits (options) under sub-sections (A) or (B) above, the Board shall allow the bargaining unit member to sign over his/her benefit to the school district.
1. Upon request of the teacher, the board shall create a personal sick leave bank by advancing an appropriate amount of paid sick leave to the Teacher as specified herein, below.
  2. To be eligible for the advancement, the Teacher must be qualified for Long Term Disability (LTD) insurance benefits.
  3. If qualified, the Board shall allow the Teacher to sign over his/her LTD benefit to the school district.
  4. The district shall, immediately upon receipt of the benefit from the insurance carrier, credit the Teacher with paid sick leave in his/her personal sick leave bank at a level appropriate to the level of reimbursement through the LTD carrier as provided above. Example: If the Teacher is on LTD at a 66 2/3% benefit for 180 days, s/he would have 120 days of paid sick leave (66 2/3% of 180) credited. Said credited sick leave shall be treated as contractual paid sick leave as provided under *Section 4.1 Illness, Disability and Family Care* of the Current Master Agreement with appropriate taxes deducted, retirement contributions paid and reported to the Michigan Public School Employees Retirement System, and with wages paid to the Teacher on the regularly scheduled paydays as contractually agreed upon by the Employer and the Association.



5. The Teacher shall use the following form to request this arrangement:

I, (PRINT) \_\_\_\_\_ hereby request that the Central Lake Public Schools receive the amount of (Long Term) (Short Term) Disability benefit that I am authorized to receive from MESSA. I authorize MESSA to disburse the underlined benefit above directly to the school district. In return for my authorization, the school district shall, upon receipt of the benefit, credit me with the appropriately pro-rated paid sick leave through the school district. I understand that appropriate tax withholding and MIP contribution (if applicable) will be deducted prior to issuance of wages.

SIGNED: \_\_\_\_\_  
EMPLOYEE

DATE: \_\_\_\_\_

ONE COPY TO MEMBER  
ONE COPY TO SCHOOL DISTRICT  
ONE COPY TO MESSA

**ARTICLE 5.2**

**COMPENSATION**

- A. The salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this agreement.
- B. The salary schedule is based upon the normal duties of a teacher. For extra work the teacher shall be entitled to appropriate additional compensation as in Appendix C.
- C. The professional hourly rate of any teacher shall be \$27.50 per hour. (This amount shall be increased in the following year and each year thereafter by the negotiated percentage increase for salary) The teacher shall be paid this established hourly rate in addition to his/her base salary, for all school scheduled time spent after the regular school day in parent-teacher conferences, IEPC meetings, SIP meetings (including NCA Articulation), District Ttechnology Committee & District Curriculum Committee meetings, supervision of extra-curricular activities of students, (if not on Appendix C), teacher meetings called by the Administration or Board after 4:00 P.M., or any educational or civic function where attendance is not voluntary but required, except that the Administration may call one meeting per month on the first Monday, and one meeting on the third Monday of each month, immediately after the end of the class day.

The above shall not apply to situations which are caused by teacher involvement in (a) meeting(s) called in accordance with the following:

- 1. If the affected teachers have voted by a seventy-five percent (75%) majority of the total affected membership, in an election conducted by the Association, to restructure the thirty minutes before and after school time, referenced in Article 3.2, B, to provide time for such meeting(s) as requested by the school improvement committee as provided in number (2) below.
- 2. The district wide school improvement committee may propose a plan for use of such time for curriculum, discipline policy or other similar purposes. The staff shall vote on the plan, as provided above. If the plan is adopted, the restructured time will be considered as being within the normal school day for the duration of the plan. If the plan is not adopted, the regular school day will not be altered except as otherwise provided above.

**Example:** If the committee requested curriculum work to be done by a building staff after school for two fifty minute meetings per week for three weeks, the teachers could exchange twenty of the required (under Article 3.2, B) thirty minutes per day for three weeks for staying for two fifty minute meetings per week during that period. The other ten minutes per day not restructured would be used for passing and supervision of students at the beginning and end of the school day. Teachers would be excused from attendance during the exchanged time.

- D. The number of contract days shall be 183 according to the attached calendar. The last student day shall be a half (1/2) day for students and a full day for teachers. Teachers finishing the responsibilities the end of this day shall not be required to appear for the last teacher (non-student) day.
- E. When a teaching position is not available for a teacher returning from an illness leave of absence, his/her established contract rate shall apply for any duties offered.
- F. Following completion of required academic or professional courses, advancement on salary schedule will occur on the effective date of pay schedule at the beginning of the school year or on February 1, for courses completed during the first semester.
- G. All teachers shall be required to earn six (6) semester hours in a five (5) year period to advance on the salary schedule.
- H. The Employer shall pay the employees share of the Michigan Teachers Retirement Fund, excluding the MIP option.
- I. In the school year 1977-78, teachers shall be paid at the rate of \$15.00 per semester hour for courses completed beyond the Michigan Permanent Certificate provided that no less than a "C" is obtained in each course. Effective with the 1978-79 school year teachers shall continue to be paid for those hours already earned as described above and at the rate of \$15.00 per semester hour. Beginning with the 1978-79 school year any additional hours will be subject to the following conditions:
  - 1. All hours earned beyond those required for a Michigan permanent/continuing certificate shall be paid, provided they are either on an M.A. program or prior Employer approval is given.
  - 2. Payment for the above shall be in the form of full tuition.
  - 3. Only six (6) semester hours per calendar year will be paid, unless prior Employer approval is given.
- J. Early Retirement Incentive: Early retirement benefits shall be possible, pursuant to the rules of the Michigan Public Schools Retirement System. All bargaining unit members shall automatically become members of the retirement system as required by law. Bargaining unit members who meet the following conditions will be eligible to receive an early retirement incentive:
  - 1. Must be eligible for retirement under the Michigan Public School Employees' Retirement System (MPSERS) and must have made previous application to the Michigan Public School Employees' Retirement System.
  - 2. Must have submitted a written notice of his/her retirement from the Central Lake Public Schools. This written notice must be submitted to the Superintendent of Schools by March 1 of the year when retiring.
  - 3. Must have been employed by the Central Lake Public Schools for a minimum of ten (10) years and have a total of twenty-five (25) or more years of credited service with MPSERS.
  - 4. Bargaining unit members who qualify as outlined above, will receive the following purchase of retirement credit with MPSERS upon retirement:

Years of MPSERS Credited Service	Amount
25	Full Cost of Purchasing: Five (5) years generic credit for 1997-98 and 1998-99 only. Three (3) years generic credit for 1999-2000
26	Four (4) years generic credit for 1997-98 and 1998- only. Three (3) years generic credit for 1999-2000
27	Three (3) years generic credit
28	Two (2) years generic credit
29	One (1) year generic credit
30	Zero (0)

This one-time payment will be paid to MPSERS on behalf of members as stated above based on that member's credited service as determined by MPSERS. Example: A member who is in his/her twenty-seventh (27th) year of credited service would receive the purchase of three (3) years of generic service credit and a member in his/her twenty-eighth (28th) year of credited service would receive the purchase of two (2) years of generic service credit and so on. The full cost referenced above includes all charges, excluding applicable taxes, which the member would incur to purchase the generic credit.

5. The amount of the one-time payment to the eligible retiree will be made to MPSERS on behalf of the member by July 15 of the year when retiring for school year employees and by September 15 of the year when retiring for full year employees.
6. It is understood and agreed that no more than three (3) bargaining unit members will be eligible for this benefit in any given school year on a first come, first served basis. Any member who is otherwise eligible but who cannot take advantage of the opportunity under this clause shall be allowed to take the benefit without penalty in the next school year.
7. No member shall be eligible to receive the aforementioned cost of purchasing service credit directly in any form. All purchases shall only be made on behalf of the eligible employee through MPSERS.
8. The Employer shall have the sole right to waive any of the conditions which may otherwise preclude a bargaining unit member from qualifying for the benefits as stated above when in its judgment such waiver is in the best interest of the district. Such action, when and if taken, shall not be considered as precedent setting.
9. Window: Any bargaining unit member who meets the conditions set forth herein and retires at the end of the school year, ending on August 31, 1999, shall receive the maximum amounts as set forth above for twenty-five (25) years service or less, provided that those members retiring within the above window period with twenty-eight (28) or more years shall have two (2) years credit purchased on their behalf. This provision shall be a one-time situation designed to fairly accommodate those members who would otherwise be unable to access this benefit. This window period shall expire on August 31, 1999, unless mutually extended by the parties to this agreement.

**ARTICLE 5.3****EXTRA-CURRICULAR COMPENSATION**

- A. The salary schedule for extra-curricular activities is incorporated as presented in Appendix C.
- B. All percentages listed in the extra-curricular salary schedule (Appendix C) shall be limited to the first six years of continuous service and shall be applied to the appropriate level of the B.A. track. However, after three or more years of continuous service, a teacher will be allowed a one year break without interrupting continuous service.
- C. Positions on the extra curricular schedule shall normally be awarded for the following year by June 1.
- D. Should Parent-Teacher conferences be scheduled by the parties outside of the regular school day, requiring extra working time by teachers during that day, such time shall be paid at the rate of \$30.00 per hour.
- E. Inservice or Professional Development activities outside of the regular school day, school week or school year and approved by the administration and teacher(s) shall be paid at the rate of \$20.00 per hour for actual time spent at the activity. Such activities shall be limited to six (6) hours per day unless agreed otherwise by the parties.

**ARTICLE 6.1****MISCELLANEOUS PROVISIONS**

- A. Teachers shall be informed of a telephone number they may call before 7:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. The Association shall be duly advised by the Employer of fiscal, budgetary and tax programs affecting the district, and the Association shall, whenever feasible, have the opportunity in advance to consult with the Employer with respect thereto.
- C. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Employer recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- D. All school monies will be collected by the office or school bookstore.
- E. On a day in which children are not required to be in attendance due to inclement weather, teachers shall be notified as soon as possible and are not required to report at school on such days. Snow days shall be made up as per state law. When days are to be made up, scheduling of such days shall be negotiated. Days made up in June shall be 1/2 days unless more clock hours are required by state mandate. Teachers will not receive extra compensation for make-up days.
- F. The Association and the Administration of the school shall cooperate in establishing a calendar for the ensuing year. Insofar as possible, efforts shall be made to avoid conflicts between the academic program and co-curricular, extra-curricular activities.
- G. Teacher aides as mentioned in this contract shall mean adult personnel hired to assist the professional staff in routine assignments. Teacher aides shall not be construed to mean high school pupils. The provisions of this clause do not infer that members of the Future Teachers Association or S.T.A. class members cannot be allowed in the classrooms to assist in gaining meaningful experience under a qualified teacher. A high school pupil may be hired if necessary to do routine teachers aide duties, if agreeable to the teacher involved.

- H. Each teacher shall maintain with the office of the Superintendent of Schools the current correct address and phone number which may be used to contact him (or her) in emergency matters while they are in the employ of the school district.
- I. The Board agrees that before two-way interactive television (T.W.I.T.) is implemented in the school district, they will negotiate language covering the wages, hours, terms and conditions of employment of bargaining unit members concerning the district's T.W.I.T. program.
- J. The Association recognizes the occasional need for work to be performed before and after the actual contracted days of employment in a given school year. The Employer may request additional days of employment from a staff member, and if mutually agreed upon, will reimburse said employee at a rate equal to or above the hourly contract rate.
- K. If the Employer decides it is necessary to certify a teacher in another area and the teacher agrees to be recertified, the Employer shall pay tuition, books and fees. In addition the Employer will pay a stipend of \$150.00 per semester hour taken during the summer non-school days.

ARTICLE 6.2

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ School District \_\_\_\_\_

Distribution Form:

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

\_\_\_\_\_ GRIEVANCE REPORT \_\_\_\_\_

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature, N.M.E.A.

\_\_\_\_\_  
Date

C. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

*Note: If additional space is needed in reporting Section B1 and B2 of Step I, attach an additional sheet.*

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP II**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP III**

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP III-A (Optional)**

A. Date Submitted to Mediation \_\_\_\_\_

B. Recommendation of Mediator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP IV**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator (as per attached statements)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ARTICLE 6.3**

**CONTRACT OF EMPLOYMENT**

**Central Lake Public Schools**

**Central Lake, Michigan**

**TEACHERS CONTRACT**

The is a \_\_\_\_\_ Contract.

**Parties:** This contract is entered into between the School District of the Central Lake Public Schools, Antrim County, Michigan, hereinafter called "School District," and \_\_\_\_\_, hereinafter called the "Teacher."

**Employment:** The School District agrees to hire Teacher for the School Year \_\_\_\_\_ in the capacity of Teacher, and Teacher hereby agrees to perform public school services in such grade, department, or assignment as may be requested by the Board of Education of the School District, to perform, to obey and fulfill the laws of the State of Michigan and the rules, regulations and policies of the School District, and in general, to carry out the educational programs of the School District.

**Salary:** The School District agrees to pay Teacher in accordance with existing salary schedule and computation hereinafter contained in \_\_\_\_\_ biweekly installments.

**Continuing Tenure:** If Teacher holds all certificates and other qualifications required by law, is legally certified to teach in the School District, and has satisfactorily served a probationary period according to the law of the State of Michigan and as prescribed by the Board of Education of School District, said teacher shall be a teacher on continuing contract. Employment on continuing contract shall continue in accordance with laws of State of Michigan and policies of School District and Teacher shall annually receive a supplementary contract.

**Assignment & Transfer & Non-Tenure in Administrative Assignment:** Teacher is subject to assignment and transfer at discretion of the Superintendent of Schools of the School District. No Teacher employed in an administrative capacity shall be granted tenure in such administrative capacity, but shall be granted continuing tenure only as a classroom teacher. Failure of the Board of Education of School District to reemploy such teacher in any administrative capacity shall not be deemed a demotions within provision of Michigan laws relating to tenure.

**Master Agreement:** The provisions of this contract are subject to the terms and conditions of the master agreement developed by the Central Lake Education Association and the Board of Education.

**Extra Duty Assignment:** No teacher shall be granted tenure in an extra duty assignment. Additional compensation for extra duty pay may be terminated by the School District upon 30 days written notice. In case of termination, only such proportional part of the pay due at the time of termination shall be paid as the number of days worked compared to the number of days contracted.

**Policy:** The statement of policy and rules and regulation of the School District are an integral part of this contact if not superseded by provisions of master contacts.

**Salary Computation:**

Base Salary:

Experience inside system:

Step

Experience outside system:

Professional Growth:

Increments Hours:

Extra Duty Assignment:

    Summer Work:

    Longevity:

Total:

IN WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.

**Teacher**

**Board of Education**

Signature: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**APPENDIX A**

**CALENDAR**

All scheduled days will be full days, except for up to four (4) half day in-services. Deviation from full days must have approval of the Employer and the Association.

**APPENDIX B**

**Salary Schedule – 2003-04 (Beginning Schedule @ 3% over 2002-03)**

Step	Index	BA	Index	MA
1	1.00	33924	1.00	36677
2	1.06	35959	1.06	38878
3	1.10	37316	1.12	41078
4	1.15	39013	1.17	42912
5	1.20	40709	1.23	45113
6	1.25	42405	1.28	46947
7	1.29	43762	1.33	48780
8	1.34	45458	1.39	50981
9	1.38	46815	1.51	55382
10	1.48	50208		

**2003-04 LONGEVITY PAY**

(To be increased by the same percentage as the rest of the salary schedule)

12 <sup>th</sup> Year	362
13 <sup>th</sup> Year	545
14 <sup>th</sup> Year	726
15 <sup>th</sup> – 26 <sup>th</sup> Year	909
27 <sup>th</sup> Year and Above	1815

**COMPUTATION OF YEARLY INCREASE**

2003 – 04      3% on step

**APPENDIX C****EXTRA-DUTY ASSIGNMENTS**

<b><u>POSITION OR DUTY</u></b>	<b><u>% OF STEP 1 - 5 (BA)</u></b>
Athletic Director	5
Varsity Football	10
Ass't Football	7
J.V. Football	7
Ass't J.V. Football	5
Varsity Basketball	10
J.V. Basketball	7
Freshman Basketball	5
J.H. Basketball	5 for 1 team 7 for 2 teams
Volleyball	8
J.V. Volleyball	4
Pre-season (Any Varsity head coach)	2

<b><u>POSITION OR DUTY</u></b>	<b><u>% OF STEP 1 - 5 (BA)</u></b>
Track (Boy's or Girl's)	8
Track (Boy's and Girl's combined)	10
Cross Country	8
Baseball and Softball	7
Play Director/Xmas Program Dir.	2% Each Play - Limit 2
Annual Supervisor (If not part of regular teaching day)	3
Band Director	10
Science Fair	4
Safety Patrol	1
Quest Advisor	1% per group
Curriculum	See *, below
Senior Advisory Teacher	See 4.2, I
<b>CLASS SPONSORS:</b>	
6TH	1/2
7TH	1/2
8TH	1/2
9TH	1
10TH	2
10 <sup>th</sup> Grade Concessions	2
11TH	2
12TH	2

<u>POSITION OR DUTY</u>	<u>% OF STEP 1 - 5 (BA)</u>
Student Council	3
Forensics	2
Art Fair	2
Vocal Music Comm. Activities	2

- A. \*A \$5,000 fund will be established through which any member may apply for pay for curricular or other approved projects for pay at \$30.00 per hour. A committee shall be established consisting of two Association members selected by the Association and representative of the buildings and the two principals. This committee shall review and approve applications for such projects. Projects not so approved shall not be eligible for the compensation referenced above. Unused funds at the end of the year will be distributed by the committee for curricular purposes (special purchases approved by the committee by application).
- B. Pay for extra duty athletic coaching assignments shall be equalized K-12 where hours, students, meets, and games are equal. No teacher will receive a reduction in rate due to terms of this paragraph.
- C. Sixth class in lieu of Study Hall - 5% of the teachers contract rate.
- D. Driver Education: In 1999/00 driver education teachers were paid at \$15.68 per hour. The hourly rate for driver education teachers in each year of this contract shall be increased annually at the same percentage as the percentage increase in the teacher salary schedule for that year.
- E. Mentor teachers shall be paid two-hundred dollars (\$200.00) per semester.
- F. Where positions are divided between two or more teachers the sum shall be divided equally.
- G. If an aide is not assigned to recess duty, teachers may volunteer and the following shall be in effect:
1. For a teacher volunteering to supervise recess (30 minutes/day) for the entire school year, reimbursement shall be at 6% of Step 1-5 of the B.A. base salary.
  2. Teachers who volunteer to supervise recess on less than a yearly basis, the remuneration shall be at \$4.21/hour for a 30 minute period of time.
  3. Paragraph E of Section 3.2 of this contract, referring to teachers supervising recess five (5) times per semester not to exceed 30 minutes per session, shall remain in effect.
  4. Assignment of teachers volunteering on a yearly basis will be at the discretion of the Employer.

**APPENDIX D****MESSA-PAK****PLAN A**

HEALTH	SUPER CARE I
LTD	66 2/3%
	Plan II
	90 Calendar Day Modified Fill
	\$3,000 Monthly Max on Benefits
	Maternity Coverage
	Preexisting Condition Waiver
	Freeze on Offsets
	Alcohol/Drug - Same as any other illness
	Mental/Nervous - Same as any other illness
	Cost of Living Benefit
Delta Dental Plan	75/60/75: \$1,200
Negotiated Life	\$30,000 with AD & D
Vision	VSP-2

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**PLAN B**

Delta Dental Plan	50/50/50; \$1,000
Vision	VSP -2
Negotiated Life	\$30,000 with AD & D
LTD	66 2/3% (Same as above)

**APPENDIX E****LETTER OF UNDERSTANDING**

This letter of understanding by and between the Central Lake Public Schools Board of Education, hereinafter referred to as the "Board" and the Central Lake Education Association/NMEA/MEA/NEA, hereinafter referred to as the "Association" changes from MESSA Supercare II to MESSA Supercare I health insurance within the MESSA Pak referenced in the current master agreement.

It is agreed by the parties that the Board shall pay the deductibles and the difference in prescription co-pay to be incurred by the bargaining unit members upon offer of proof of such incurred expense as outlined below.

Members shall be reimbursed for deductibles in the amounts of fifty (\$50) dollars per year per covered person up to one hundred (\$100) dollars per year per family and up to one dollar and fifty cents (\$1.50) per prescription.

Members shall offer proof in the form of receipts from health care providers, pharmacies or MESSA worksheets showing that such deductible or co-pay has been incurred. Such proof shall be presented at least five (5) calendar days prior to a regularly scheduled board meeting with payment to be received no later than five (5) calendar days following such meeting, absent extenuating circumstances. The time limits contained within this paragraph shall become operative as of January 1, 1991.

Receipts or worksheets so offered may have the identity of the individual provider or any other information of a sensitive or personal nature deleted at the member's discretion but shall clearly show the amount so incurred and the date of the provided service.

The Board shall inform each member when such member has reached the maximum deductible each year.

\_\_\_\_\_  
Central Lake Public Schools

\_\_\_\_\_  
Central Lake Education Association/  
NMEA/MEA/NEA

Date \_\_\_\_\_

**APPENDIX F**  
**CENTRAL LAKE PUBLIC SCHOOLS**  
**TEACHER EVALUATION FORM**

Teacher: \_\_\_\_\_

Status: Tenure      Probationary      1 yr.      2 yrs.      3 yrs.      4 yrs.

Building: \_\_\_\_\_

Position: \_\_\_\_\_

Pre-Observation Conference: \_\_\_\_\_

Observation Date(s): \_\_\_\_\_

Post-Observation Conference: \_\_\_\_\_

Evaluation Date: \_\_\_\_\_

The process of evaluation indicates the evaluator's perception of the teacher's performance and verifies this perception as unsatisfactory or satisfactory for each of the enumerated criteria and offers specific suggestions for improvement in any area marked unsatisfactory. Recommendations for continuous professional growth are listed as a separate part of "Evaluator's Narrative Remarks" on the last page of the evaluation.

THE EVALUATOR'S SIGNATURE INDICATES THE PERSON RESPONSIBLE FOR CONDUCTING THE EVALUATION. THE TEACHER'S SIGNATURE INDICATES THAT HE/SHE HAS READ THE EVALUATION. THE TEACHER HAS THE OPTION TO ATTACH A LETTER OF DISSENT, IF SO DESIRED. SUCH SIGNATURE DOES NOT CONSTITUTE CONCURRENCE OR APPROVAL.

Rating letters in each category are as follows:

- U                      UNSATISFACTORY (Does not meet expectations)
- S                      SATISFACTORY (Meets expectations)

**I. SUBJECT MATTER AND INSTRUCTION**

**A. KNOWLEDGE OF TEACHING AREA**

- |    |   |   |   |
|----|---|---|---|
| 1. | Exhibits a sound background and understanding of the subject matter required of the position  | U | S |
| 2. | Keeps abreast of current theory and practice in his/her field   | U | S |
| 3. | Can respond satisfactorily to questions posed by students either as to information required or as to a source for obtaining available information | U | S |
| 4. | Utilizes core curriculum  | U | S |
| 5. | Supports district initiatives   | U | S |

Comments and/or recommendations for improvement:

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**B. METHODOLOGY**

- |    |  |   |   |
|----|--|---|---|
| 1. | Stimulates interest in subject area  | U | S |
| 2. | Utilizes a variety of teaching and learning techniques designed to serve the differing abilities of the students | U | S |
| 3. | Subject content is relevant to example, material and methodology used  | U | S |
| 4. | Student inputs are encouraged and treated with respect   | U | S |
| 5. | Varied resources are used appropriately  | U | S |
| 6. | Assignments/explanations are clear and concise   | U | S |
| 7. | Works to connect the classroom to the community  | U | S |

Comments and/or recommendations for improvement:

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**C. EVALUATION**

- |    |  |   |   |
|----|--|---|---|
| 1. | The teacher gives evidence of sharing with students the purpose for each assignment and involves the students in setting objectives for themselves | U | S |
| 2. | Demonstrates the ability to meet the needs of the various levels of abilities among students   | U | S |
| 3. | Accurate records are kept  | U | S |
| 4. | Assignments are reviewed and turned back promptly  | U | S |
| 5. | Administers a grading system that is fair and equitable  | U | S |
| 6. | Demonstrates knowledge of alternative assessments  | U | S |

Comments and/or recommendations for improvement:

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**II. MANAGEMENT**

**A. ORGANIZATION AND DIRECTION**

- |    |  |   |   |
|----|--|---|---|
| 1. | The teacher organizes classroom routines and procedures in an efficient manner   | U | S |
| 2. | Lessons show evidence of advanced planning and organization  | U | S |
| 3. | Class is organized so that order is maintained at a reasonable level, even though a variety of activities may be carried on simultaneously | U | S |
| 4. | Most of the teacher's time is devoted to teaching and learning activities  | U | S |
| 5. | Willingly offers extra assistance to students  | U | S |

Comments and/or recommendations for improvement:

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**B. DISCIPLINE**

- |    |  |   |   |
|----|--|---|---|
| 1. | The teacher promotes a caring environment which is conducive to learning         | U | S |
| 2. | Building and classroom rules are made known to the students                      | U | S |
| 3. | Breaches of discipline are handled according to the district and building policy | U | S |
| 4. | Students are dealt with in a fair and consistent manner                          | U | S |

Comments and/or recommendations for improvement:

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**C. CARE AND USE OF ROOM AND EQUIPMENT**

- |    |   |   |   |
|----|---|---|---|
| 1. | Maintenance needs are promptly reported   | U | S |
| 2. | Utilizes instructional technology, Audio-visual equipment, and other learning tools                                   | U | S |
| 3. | Cares for, monitors use of, and safeguards equipment  | U | S |
| 4. | Students are guided in sharing the responsibility for care of furnishings, equipment, and materials that are utilized | U | S |

Comments and/or recommendations for improvement:

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**III. RELATIONSHIPS**

**A. SELF RELATIONSHIPS**

- |    |   |   |   |
|----|---|---|---|
| 1. | Exhibits a positive attitude                              | U | S |
| 2. | Exercises initiative                                      | U | S |
| 3. | Encourages others by his/her attitude toward the position | U | S |
| 4. | Seeks out new ideas                                       | U | S |
| 5. | Is open-minded  | U | S |
| 6. | Is willing to give and receive assistance                 | U | S |
| 7. | Implements suggestions in a professional manner           | U | S |
| 8. | Shows a commitment to professional growth                 | U | S |

Comments and/or recommendations for improvement:

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**B. INTERPERSONAL RELATIONSHIPS**

- |    |   |   |   |
|----|---|---|---|
| 1. | Relationships with students, colleagues, and parents are honest and professional  | U | S |
| 2. | Dignity and rights of people are respected  | U | S |
| 3. | Shows consistent interest in students, academic and social growth   | U | S |
| 4. | Identifies problems needing special assistance and makes appropriate plans and/or referrals for services of specialized personnel for meeting those needs | U | S |
| 5. | Communicates effectively with parents   | U | S |

Comments and/or recommendations for improvement:

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**C. INSTITUTIONAL RELATIONSHIPS**

- |    |  |   |   |
|----|--|---|---|
| 1. | Shares freely and constructively any criticism or ideas for improvement of education in the district   | U | S |
| 2. | Seeks resolution of the professional concerns and personnel problems through appeal channels developed by the Administration and the Association | U | S |
| 3. | Observes district and building rules, administrative regulations, agreements and policies  | U | S |
| 4. | Reports and bookkeeping are accurately kept and promptly turned in when requested  | U | S |
| 5. | Makes effort to attain teacher/principal agreed upon goals and provides evidence to support effort   | U | S |

Comments and/or recommendations for improvement:

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**IV. CLASSROOM OBSERVATION COMMENTS**

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**SUMMARY EVALUATION**

**A. EVALUATOR'S NARRATIVE REMARKS:**

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**B. EVALUATOR'S RECOMMENDATIONS FOR CONTINUOUS PROFESSIONAL GROWTH:**

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**OVERALL EVALUATOR'S OBSERVATION ABOUT EMPLOYEE (CHECK ONE):**

\_\_\_\_\_ UNSATISFACTORY      \_\_\_\_\_ SATISFACTORY

Evaluator: \_\_\_\_\_  
(signature)

Teacher: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Appendix G – Staff Acceptable use PolicyCENTRAL LAKE SCHOOLS DISTRICT  
PROPOSED NETWORK & ACCESS AGREEMENT FOR STAFF MEMBERS

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_, hereafter referred to as Staff Member, and the Central Lake School District, hereinafter referred to as District. The purpose of this agreement is to provide Electronic Mail, Electronic Bulletin Board and Internet access for educational and administrative purposes to the Staff Member. As such, this access will (1) assist in the collaboration and exchange of information, (2) facilitate personal growth in the use of technology, and (3) enhance information gathering and communication skills.

The intent of this contract is to ensure that Staff Members will comply with all Network and Internet Acceptable Use Policies approved by the Central Lake School District.

In exchange for the use of the Central Lake School District Internet resources either at school or away from school, I understand and agree to the following:

- A. The use of the Central Lake School District Network is a privilege which may be revoked by the District at any time and for any reason. Appropriate reasons for revoking privileges include, but are not limited to, the altering of system software, the intentional placement of unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages. The District reserves the right to remove files, limit or deny access, and refer the Staff Member for other disciplinary actions as provided under Article 2.6.
- B. The District reserves all rights to any material stored in files which are generally accessible to others and will remove any material which the District, at its sole discretion, believes may be unlawful, obscene, pornographic, or abusive, or otherwise objectionable. Staff members will not use their District-approved computer account/access to obtain, view, download, or otherwise gain access to such materials.
- C. All information services and features contained on District or Network resources are intended for the private use of its registered users and any use of these resources for commercial-for-profit or other unauthorized purposes (i.e. advertisements, political lobbying), in any form is expressly forbidden.
- D. The District and/or Network resources are intended for the exclusive use by their registered users. The Staff Member is responsible for the use of his/her account/password and/or access privilege. Any problems which arise from the use of a Staff Member's account are the responsibility of the account holder. Use of an account by someone other than the registered account holder is forbidden and may be grounds for loss of access privileges.
- E. Any misuse of the account will result in suspension of the account privileges and/or disciplinary action determined by the District as provided under Article 2.6. Misuse shall include, but not be limited to:
  - (1) Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users without expressed consent.
  - (2) Misrepresenting other users on the Network.
  - (3) Disrupting the operation of the Network through abuse of the hardware or software.
  - (4) Malicious use of the Network through hate mail, harassment, profanity, vulgar statements or discriminating remarks.
  - (5) Interfering with others use of the Network.
  - (6) Extensive use for nonwork-related communication.
  - (7) Illegal installation of copyrighted software.
  - (8) Unauthorized downloading, copying, or use of licensed or copyrighted software.

F. The use of District and/or Network resources are for the purpose of (in order of Priority):.

- (1) Support of the academic/administrative program.
- (2) Telecommunications
- (3) General Information

G. The District and/or Network does not warrant that the functions of the system will meet all specific requirements the user may have, or that it will be error free or uninterrupted: nor shall it be liable for any direct, indirect, incidental or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.

H. The Staff Member will delete old mail messages from the personal mail directory to avoid excessive use of the electronic mail disk space.

The District and/or Network reserves the right to log Internet use and to monitor electronic mail space utilization by users and will periodically make determinations on whether specific users of the Network are consistent with the Acceptable-Use policy.

I. The Staff Member may transfer files from information services and electronic bulletin board services. For each file received through a file transfer, the Staff Member agrees to check the file with a virus-detection program before opening the file for use. Staff Members may be liable for loss of privileges on a case by case basis. Such situations may be reviewed by network staff.

J. The Staff Member may not transfer file, shareware, or software from information services and electronic bulletin boards without the permission of the District. The Staff Member will be liable to pay the cost or fee of any file, shareware, or software transferred, whether intentional or accidental, without such permission.

K. The District reserves the right to log computer use and to monitor fileserver space utilization by users. The District reserves the right to remove a user account on the Network to prevent further unauthorized activity. Personal information should not be stored on network resources.

L. Software Registry will be maintained. Registration of all Central Lake School District software/equipment will be maintained at Central Lake Software Network.

M. The parties agree that the classroom Teacher(s) are released from any liability based upon information retrieved from the Internet by a student.

In consideration for the privileges of using the Central Lake School District resources, and in consideration for having access to the information contained on the Network, or by the Network, I hereby release the District, Network and their operators and administration from any and all claims of any nature arising from my use, or inability to use the District and/or Network resources.

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Signature of Staff Member

Date

SCHOOL IMPROVEMENT PLAN

- A. It is mutually agreed and understood that the school district will be involved in School Improvement Plans, School Reform Plans, or other similar plans which may be known by various names.
- B. Bargaining unit members shall not be excluded from voluntarily participating in School Improvement Plans or school reform plans and such participation shall be voluntary. Participation or non-participation shall in no way be used as a criterion for evaluation, discharge or discipline.
- C. Final copies of all School Improvement Plans shall be made available to the Association President upon request.
- D. Site based decisions and/or the school improvement process and committee membership shall be consistent with State and/or Federal regulations and/or guidelines except that site-based decisions and/or school improvement process shall not be contrary to or inconsistent with the terms of this agreement.
- E. Members shall be paid a stipend for their service and membership shall be for a period of three (3) years. The stipend shall be set forth in Article 5.2 A.



**LETTER OF AGREEMENT**

**REIMBURSEMENT FOR Rx CO-PAY**

This Letter of Agreement, by and between the Central Lake Public Schools and the Central Lake Education Association/NMEA/MEA/NEA, hereinafter referred to as the "Board" and "Association," respectively, sets forth the agreement of the parties amending the Letter of Understanding (Appendix E) regarding reimbursement for prescription co-pays attached to this contract.

The parties agree to amend the above referenced letter as follows:

Members shall not present requests for reimbursement for prescription co-pay amounts unless or until such requests total at least twenty-five dollars (\$25.00). All other portions of the above referenced Letter of Understanding (Appendix E) shall remain in full force and effect.

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CENTRAL LAKE PUBLIC SCHOOLS

\_\_\_\_\_  
CENTRAL LAKE EA/NMEA/MEA/NEA

\_\_\_\_\_  
DATE