

MASTER AGREEMENT

QUINCY EDUCATION ASSOCIATION

and the

QUINCY COMMUNITY SCHOOLS  
BOARD OF EDUCATION

2006-2007

2007-2008

2008-2009

12040  
06.30.2009  
MEA  
E X

QUINCY COMMUNITY SCHOOLS

QUINCY, MICHIGAN

TABLE OF CONTENTS

SECTION I

BASIC CONTRACTUAL PROVISIONS

1.1	Educational Association Agreement	Page 2
1.2	Preamble	Page 2
1.3	Recognition	Page 2
1.4	Duration of Agreement	Page 4
1.5	Substitute Teachers	Page 5
1.6	Personnel Files	Page 5
1.7	Professional Grievance Procedure	Page 5
1.8	School Calendar	Page 7
1.9	Continuity of Operation	Page 7
1.10	Professional Dues or Fees & Payroll Deductions	Page 8

SECTION 2

EMPLOYMENT RELATIONSHIPS

2.1	Association and Teacher Rights	Page 8
2.2	Teacher and Association Responsibilities	Page 9
2.3	School Board and Management Rights	Page 10
2.4	Professional Qualifications and Assignments	Page 10
2.5	Vacancies, Promotions, and Transfers	Page 11
2.6	Teacher Evaluation and Progress	Page 13
2.7	Professional Behavior	Page 14

SECTION 3

TEACHING CONDITIONS

3.1	Teaching Hours and Class Load	Page 14
3.2	Teaching Conditions	Page 16
3.3	Academic Freedom	Page 16
3.4	Student Discipline and Teacher Protection	Page 16

SECTION 4

LEAVE OF ABSENCE

4.1	Leave with Pay	Page 17
4.2	Unpaid Leaves of Absence	Page 19

SECTION 5

COMPENSATION AND BENEFIT

5.1	Professional Compensation	Page 20
5.2	Retirement Contribution	Page 21
5.3	Insurance Protection	Page 21
5.4	Extra-Curricular Compensation --Schedule B	Page 24

SECTION 6

OTHER

6.1	Miscellaneous Provisions	Page 25
6.2	School Calendar (as an attachment at end of contract)	Page 26
	Salary Schedule	Page 27-29

AGREEMENT  
between the  
QUINCY BOARD OF EDUCATION and the QUINCY EDUCATION ASSOCIATION

Section 1

BASIC CONTRACTUAL PROVISIONS

EDUCATION ASSOCIATION AGREEMENT

Section 1.1

This agreement entered into this September 10, 2006 by and between the Quincy Education Association, a voluntary, incorporated association, hereinafter called the "Association" affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA", and the Quincy Community School District, hereinafter called the "Board".

**PREAMBLE**

Section 1.2

WHEREAS, The Board and the Association recognize and declare that providing a quality education for the Quincy Community School District is their mutual aim, and

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual conveyance, it is hereby agreed as follows:

**RECOGNITION**

Section 1.3

A. The Board hereby recognizes the Association as the exclusive negotiating representative, as defined in Section 11 of Act 379, Public Acts of 1965, for the following full-time certificated professional teaching personnel under contract; such personnel includes those on tenure, probation, classroom teachers, guidance counselors, and librarians, but excluding administrators, department heads that have budget, evaluation, and curriculum responsibilities, supervisors, evening and summer school teachers, office and clerical and maintenance operating, cafeteria and transportation employees, substitute teachers and all other employees of the District.

The term teacher, when used hereafter in this Agreement, shall refer to all personnel represented by the Association in the negotiating unit as above defined. It is clearly understood concerning the above reference to probationary teachers that the right to evaluate and place on tenure or deny tenure and/or process dismissal, rests entirely with the Board. To the extent that any other provision of this agreement shall be inconsistent with the foregoing, this provision shall be regarded as controlling. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons in writing.

B. The Board agrees not to negotiate with any other Teachers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement.

**DURATION OF AGREEMENT**

Section 1.4

This Agreement shall be effective upon ratification of both parties and shall continue in effect until June 30, 2009. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

QUINCY EDUCATION ASSOCIATION

President  
Michael L. Oliver



Neg. Committee Person  
Vicky Hargrove



Neg. Committee Person  
Jennifer Longardner



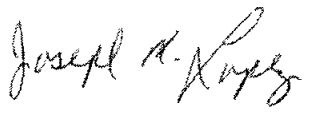
Neg. Committee Person  
Melissa Connin



Neg. Committee Person  
Brett Allman

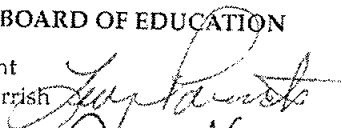


Superintendent  
Joseph Lopez



QUINCY BOARD OF EDUCATION

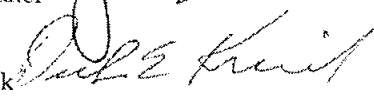
President  
Leon Parrish



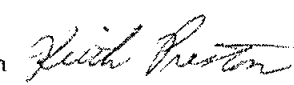
Vice President  
Jack Faulkner



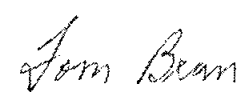
Secretary  
Dick Knirk



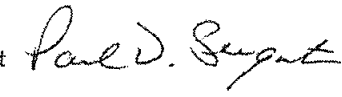
Treasurer  
Keith Preston



Trustee  
Tom Bean



Trustee  
Paul Seegert



Trustee  
Beverly Siefken



### SUBSTITUTE TEACHERS

Section 1.5

The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number to call before 7:00 a.m. to report unavailability, it shall be the responsibility of the administration to arrange for substitute teachers.

### PERSONNEL FILES

Section 1.6

- A. Teachers shall be permitted to review their personnel files and see all documents which have originated after the initial period of employment. Teachers shall also be afforded the opportunity to review all new material to be included in the personnel file prior to its inclusion in such file. The teacher may submit a written notation regarding any such material which shall be attached to the file copy. A representative of the Association may accompany the teacher in a review of such personnel file.
- B. If a teacher is asked to sign material placed or to be placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- C. Complaints received by the administration regarding a teacher which are serious enough to warrant the inclusion of such complaint in the teacher's personnel file will be promptly called to the attention of the teacher.
- D. If a Freedom of Information Act request is made for a member of the bargaining unit, the district will notify the affected teacher, if possible, before the information is released.

### PROFESSIONAL GRIEVANCE PROCEDURE

Section 1.7

- A. A grievance shall be an alleged violation of the expressed terms of this contract.
- B. The Association shall designate representatives to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative in Step One and Two as hereinafter described and the superintendent and/or the superintendent's designated representative (a maximum of two) to act in Step Three as hereinafter described.
- C. The term "days" as used herein shall mean teacher work days.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant (s);
  2. It shall be specific;
  3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  4. It shall cite the section or subsections of this contract (or written Board policy) alleged to have been violated;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth by more than 5 days at the level at which the grievance is rejected for the above stated reason. All other time limitations as hereinafter set forth shall be rigidly enforced.

Step One - A teacher believing he/she has been wronged by an alleged violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with the building principal in an attempt to resolve the same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days of said discussion to Step Two.

Step Two - Within five (5) days of receipt of the grievance, the principal shall meet with the grievant

and the Association in an effort to resolve the grievance. Disposition of the grievance by the principal shall be made in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and the Association. If the grievant and/or the Association is not satisfied with the disposition of the grievance by the principal, or if no disposition has been made within the period provided, the grievant or Association may appeal the grievance to Step Three, in writing, within ten (10) days after the meeting with the principal as provided for above.

Step Three - A copy of the written grievance shall be filed with the superintendent or designated agent as specified in Step Two with the endorsement thereon of the approval or disapproval of the grievant and/or the Association. Within ten (10) days of receipt of the grievance, the superintendent or the superintendent's designated agent shall arrange a meeting with the grievant and/or a maximum of two (2) designated Association representatives at the option of the grievant to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or the Superintendent's designated agent shall render a decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in the superintendent's office. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and/or the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda of the Board's meeting not less than ten (10) days prior to the next regularly scheduled Board meeting.

Step Four - Upon proper application as specified in Step Three, the Board shall allow the teacher and/or the Association representative (not to exceed a maximum of two (2)) an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein 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 one (1) month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

Step Five - If the decision of the Board is unsatisfactory to the grievant and the Association, or if no decision has been rendered by the Board within the 30 day limitation established above, the Association may proceed, within forty (40) days of the Board hearing as provided in Step Four above, to appeal the decision to arbitration. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

E. The fees and expenses of the arbitrator shall be shared equally by both parties.

F. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employment of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of the grievant's employment) shall be barred.

G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without the teacher or his/her express approval.

H. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a

teacher or a participating Association representative are to be at their assigned duty stations.

I. The time limits provided in this Section shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15, of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

### **SCHOOL CALENDAR**

#### Section 1.8

An effort will be made to adopt a joint calendar with Bronson, Coldwater, and the Branch Area Careers Center. The calendar shall include:

1. 180 days of instruction and/or 1098 hours for 2006-07, 2007-08, 2008-09.
2. Five paid holidays.
3. Seven (Nine for new employees) paid non-instruction days. Five of these days will be used for Professional Development.
4. Total of 1098 instructional hours or 192 contract days (194 contract days for new employees).
5. New employees will report two days prior to the returning staff.

The school calendar as established shall be incorporated as Section 6.2 in the master agreement. The Quincy Community School District must comply with MCLA 388.1703 of the state school act. The law is explicit stating that each school district must have 1098 hours. The first 30 hours lost because of inclement weather, fire, epidemics or health conditions as defined by city, county, or state health authorities shall not be counted as hours of public instruction. This law mandates a flexible ending date of the school calendar. If lost hours exceed 30 prior to the end of the first semester, one day will be made-up by going to school one-half day on the marking and recording day of the last day of the semester and the last half of the day will be scheduled for marking report cards and recording of the grades. If agreed to in the Calendar, during the second semester, one day will be made up on the mid-winter break day. If needed, the recording day of the second semester would be changed to one-half day similar to the recording day of the first semester. Further days will be made-up at the end of the school year as agreed by the negotiating teams. If, at any time during the life of this agreement, it becomes lawful to count as days of pupil instructions, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

“When an act of God or an employer directive forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to the school closing under the foregoing circumstances shall not be rescheduled. To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.”

In the event any teacher receiving unemployment compensation benefits that is associated with his/her regular teaching assignment, due to weather, or for any reason, the collective compensation shall not exceed the annual contractual salary previously agreed to. The individual teacher contract will be based upon 180 days of instruction and the beginning date of the contract will be the date of the preschool conference and the ending date will be June 30, the last day of the school's fiscal year. Any day that is closed for previously stated reasons is a non-contract day.

### **CONTINUITY OF OPERATION**

#### Section 1.9

The Association and the Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any teacher take part in, any strike, slowdown, or stoppage of work,

boycott, picketing, or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with a provision of this section shall be cause for whatever disciplinary action is deemed necessary by the Board.

#### **PROFESSIONAL DUES OR FEES & PAYROLL DEDUCTIONS Section 1.10**

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 deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-thirtieth of the union dues from 13 regular paychecks beginning with the first pay period in October. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments during the first three months period of employment.

B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay as a service fee to the Association an amount equal to the amount of money which the Association certifies in writing as a cost equal to the negotiation and administration of this Agreement, provided, however, that the teacher may authorize payroll deduction for such service fee in the same manner as provided in paragraph A of this section. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deductions, as provided in paragraph A, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this section is just and reasonable cause for discharge from employment.

C. The Board will remit to the treasurer of the Association the total deducted fee, once per month, and payable on the second pay period of the month. The Association agrees to promptly advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this section, and not otherwise available to the Board.

D. Upon appropriate written authorization from the teacher the Board may deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Board.

E. Subject to their right to select the attorney and assume the legal defense of the Board, the Association agrees to indemnify and save the Board, including each individual school board members, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with the provisions of this section. The Board further agrees to supply all necessary information for the defense of the Association.

## **SECTION 2**

## **EMPLOYMENT RELATIONSHIPS**

### **ASSOCIATION AND TEACHER RIGHTS**

#### **SECTION 2.1**

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that those teachers recognized in Section 1.3 shall have the right to organize, join, and support the Association. As a fully elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the Act or other law of Michigan or to Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective professional negotiations with the Board, or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Likewise, the Association and all its members agree to recognize the right of teachers to refuse to join the Association; and the Association and its members agree that they will in no way discriminate against or coerce



any teacher who elects to exercise this right.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights they may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. Local authorized representatives of the Association shall be permitted to transact official Association business of a local nature on school property provided that this shall not interfere with or interrupt normal school operations, and provided notice as to time and place is given to the building principal or principals involved.

D. The Association shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual at times, when such equipment is not otherwise in use as determined by the building principal. The Association shall pay for the school cost of all materials, supplies, and repairs incident to such use.

E. Monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

F. The Association shall have the right to post notices of activities on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers.

G. The Board agrees to make available to the Association in response to requests available information concerning the financial resources of the district, including annual financial reports and audits, register to certificated personnel, county allocation board budgets, agendas and minutes of all Board meetings, monthly financial statements, membership data, names and addresses of all teachers, salaries paid, thereto, together with information which may be necessary for the Association to process any grievance or complaint.

H. All communications, including evaluations by administrators, commendations, and validated complaints directed toward the teacher which are included in the personnel file, shall be called to the teacher's attention at the time of the inclusion.

I. The rights granted herein to the Association shall not be granted or extended to any competing labor organization during the life of this Agreement.

J. Teachers shall be expected to exercise care with respect to the safety of pupils and property of pupils and the Board but shall not be responsible for loss or damage to any such property when such loss or damage is not the fault of the teacher.

K. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

L. The Board shall make available in each school, exclusively for teaching and administrative staff use, lavatory facilities and a faculty lounge.

M. The Association officers shall be allowed up to 5 (five) days per school year to conduct association business or duties. The cost of the substitute teacher shall be covered by the association.

#### TEACHER AND ASSOCIATION RESPONSIBILITIES Section 2.2

A. Teachers realize that there are responsibilities to honor Board policies and administrative regulations. No teacher shall assume administrative or supervisory authority unless so requested by an administrator, or direct teachers to disregard administrators or supervisors.

B. Association officials who are not employees of the District shall not enter the District's premises with-

out securing permission in advance from the administration of the schools. This provision shall not apply to the permanently assigned MEA Uniserv Director servicing the Quincy Education Association, provided such business is of a local nature and he/she has complied with the provisions as established in Section 2.1 (C).

C. The Association and its members and all teachers agree to notify the Board as soon as possible of their intention to continue employment with the District and in any event each teacher agrees to return a signed contract issued after the master contract has been ratified to the Board for the coming school year or submit a written resignation within fifteen ( 15) days after contracts are issued by the Board.

### **SCHOOL BOARD AND MANAGEMENT RIGHTS** Section 2.3

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

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during regular school hours and school sponsored activities;
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, responsibilities, and assignment of teachers.

B. The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, district, or local laws or regulations as they pertain to education.

### **PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS** Section 2.4

A. No Child Left Behind (NCLB) Agreement between the Board and the Association

1. It is the responsibility of the individual teacher to meet the highly qualified requirements contained in No Child Left Behind (NCLB) Act of 2001. Core content subject teachers who do not meet the highly qualified requirements by the conclusion of the 2005-2006 school years may be subject to layoff under Section 2.5. Reminder notices to those affected will be sent to each teacher. If a teacher is laid off, the teacher is subject to recall to a vacancy the teacher is fully qualified and certified to fill.
2. Should an individual teacher need to meet the highly qualified requirements contained in NCLB by submitting a portfolio of the individuals work; a committee, which consists of equal members of the teacher's department and administration, must be formed to evaluate the teacher's portfolio before highly qualified status may be assigned.
3. During the life of this collective bargaining agreement, the District will not transfer a core content subject teacher from a position for which the teacher meets the requirements of "highly qualified" to a core subject that the teacher does not meet the requirements of highly qualified, if the result would be that the teacher would be subject to layoff because the teacher is not highly qualified. In the event the provisions of NCLB are amended, either party may reopen this agreement. In the event NCLB is repealed, this section of the bargained agreement shall be repealed.

B. Teachers shall not be assigned outside the scope of their teaching certificates nor highly qualified status as required by the NCLB Act of 2001, except temporarily and for good cause. Temporary shall be defined for purposes of this section as not to extend beyond the end of the current school year.

C. All teachers shall be given tentative written notices of their schedules for the forthcoming year not later than the preceding first day of June providing that individual signed teacher contracts have been returned to

the Superintendent's office. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.

### VACANCIES, PROMOTIONS, AND TRANSFERS Section 2.5

A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy of which shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's academic high qualifications and highly qualified status as contained in the NCLB Act of 2001. Such requests shall be renewed once each year to assure active consideration by the Board.

B. The Board declares its support of a policy of filling vacancies from within its own teaching staff. Whenever a vacancy arises, the superintendent shall promptly post notice of same on a bulletin board in each school building for no less than one week before the position is filled and notify the Association if school is not in session. Any new positions shall be posted with accompanying job description. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

C. When teachers are to be transferred, consideration shall be given to the length of time in the Quincy School System.

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

I. The Board shall give no less than thirty (30) days notice to the teacher being laid off.

2. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified and available to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether. Lay off (s) made pursuant to this section shall be made in the inverse order of seniority, i.e. those with the least seniority are to be laid off first.

3. If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Lay off (s) made pursuant to this section shall be made in the inverse order of seniority, i.e. those with the least seniority are to be laid off first.

4. For the purpose of this section, seniority shall be computed from the first date of hire providing ones service is continuous from the date of the initial contract. A resignation or a release for just cause is the only way seniority time can be interrupted. Time spent on Board approved leave and lay off status will count toward seniority. Time spent on leave or lay off status will not count toward continuous service time for placement on the salary schedule. Future employees seniority will include the time of day when the initial contract is signed.

5. A tenure teacher who is laid off pursuant to this section has the right to be placed in a teaching position for which they are certified and qualified to fill and which is occupied by a teacher with less seniority. For the purpose of this section "highly qualified" shall be defined in the following manner:

(A) For placement in a K-6 grade level elementary position a tenure teacher is qualified if they have elementary certification, have met the highly qualified requirements contained in the NCLB Act of 2001, and have met a minimum of one (1) of three (3) conditions established below:

- (1) Obtained a minimum of six (6) semester hours credit in elementary methods within the past five (5) years, or
- (2) Obtained a minimum of one (1) year teaching experience at the K-6 level within the last five (5) years of employment within the District, or
- (3) Agreed to take a minimum of six (6) semester hours of academic training in elementary methods within a time frame satisfactory to and approved by the Superintendent of Schools. In the event the teacher and the

Superintendent of Schools cannot agree on a timetable for completion of the six (6) semester hours credit, such academic training shall commence with the next regular semester in which elementary subjects are taught at an accredited institution of higher education located within a 100 mile radius. The six (6) semester hours academic training in elementary methods shall be completed within the first two (2) semesters in which subjects are taught. Furthermore, the expense of this training shall be incurred by the teacher and the classes shall be taken during off-duty hours, except as provided under Section 5.1. Failure to comply with the provisions set forth in this section shall result in the forfeiture of all seniority rights and benefits gained pursuant thereto.

(B) For placement in a 7-8 grade level teaching position a tenure teacher is qualified if they are certified, have met the highly qualified requirements contained in the NCLB Act of 2001, and have met a minimum of one (1) of the three (3) conditions established below:

- (1) Obtained a minimum of six (6) semester hours credit in the specific subject matter they are attempting to be assigned within the past five (5) years or,
- (2) Obtained a minimum of one (1) year teaching experience in the same general subject matter, at the 7-12 grade level, within the last five (5) years of employment within the District, or
- (3) Agreed to take a minimum of six (6) semester hours of academic training in the subject area to be taught within a time frame satisfactory to, and approved by, the Superintendent of Schools. In the event the teacher and the Superintendent of Schools cannot agree on a timetable for completion of the six (6) semester hours credit, such academic training shall commence with the next regular semester in which subjects in the topic area in which the teacher is to be assigned are taught at an accredited institution of higher education located within a 100 mile radius. The six (6) semester hours academic training shall be completed within the first two (2) semesters in which such subjects are taught. Furthermore, the expense of this training shall be incurred by the teacher and the classes shall be taken during off-duty hours, except as provided under Section 5. 1. Failure to comply with the provisions set forth in this section shall result in the forfeiture of all seniority rights and benefits gained pursuant thereto.

(C) For placement in a 9-12 grade level teaching position a tenure teacher is qualified if they are certified, have met the highly qualified requirements contained in the NCLB Act of 2001, and have met a minimum of one (1) of the three (3) conditions established below:

- (1) Obtained a minimum of six (6) semester hours credit in the specific subject matter they are attempting to be assigned within the past five (5) years, or (2) Obtained a minimum of one (1) year teaching experience in the same general subject matter, at the 9-12 grade level, within the last five (5) years of employment within the District, or (3) Agreed to take a minimum of six (6) semester hours of academic training in the subject area to be taught within a time frame satisfactory to, and approved by, the Superintendent of Schools. In the event the teacher and the Superintendent of Schools cannot agree on a timetable for completion of the six semester hours credit, such academic training shall commence with the next regular semester in which subjects in the topic area in which the teacher is to be assigned, are taught at an accredited institution of higher education located within a 100 mile radius. The six (6) semester hours academic training shall be completed within the first two (2) semesters in which such subjects are taught. Furthermore, the expense of this training shall be incurred by the teacher and the classes shall be taken during off-duty hours, except as provided under Section 5.1. Failure to comply with the provisions set forth in this section shall result in the forfeiture of all seniority rights and benefits gained pursuant thereto.

6. Recall of tenure teachers shall be in the inverse order of lay off, i.e., those laid off last will be recalled first; however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to teach the specific course (s) they are being assigned. No new teachers shall be employed by the Board while there are teachers of the District who are laid off unless there are no laid off teachers with proper certification and qualifications to fill the vacancy which has arisen.

7. The Board shall give written notice of recall from lay off by sending a registered or certified letter to said teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with lay off (s), recall, or other notice to the teacher. If a teacher fails to report to work within ten (10) calendar days of the date of sending of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate the individual's employment contract and any other employment relationship with the Board

8. The individual contract, executed between each teacher and the employer is subject to the terms and conditions of this Agreement. It is specifically agreed that this section takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this section. It is further agreed that any lay off pursuant to this section shall automatically terminate the individual employment contract of all laid off teachers and shall suspend for the duration of the lay off the Board's obligation to pay salary or fringe benefits and any laid off teacher's individual or supplemental employment contract as well as all benefits under this collective bargaining Agreement.

9. If a teacher does not meet the specific qualifications established above and, in the Board's judgment, such teacher's overall academic record experience justify waiver of such requirements, the Association hereby agrees that the Board may reassign such teacher solely on the basis of certification and seniority.

### TEACHER EVALUATION AND PROGRESS

### Section 2.6

The primary purpose of evaluation shall be to assist in improving teacher performance. Toward this end, the parties agree as follows:

- A. Evaluations shall be recorded in writing. All written evaluations of a teacher's performance should be signed by both the evaluator and the teacher. A teacher's signature on the evaluation will not necessarily mean that he/she agrees with the evaluation but that the teacher has received a copy of the evaluation.
- B. Probationary teachers shall be evaluated at least twice during the school year and prior to April 15. Tenure teachers shall be evaluated at least once every two (2) years. Such evaluation shall be made at least 30 days prior to the end of the school year.
- C. The principal or a school administrator will meet prior to October 1st of each school year with each probationary teacher and work to develop his/her Individualized Development Plan.
- D. During the first month of each school year, the teaching staff will be apprised of the criteria to be used in the evaluation process. Evaluations shall be conducted by a building or school administrator. Evaluators shall be familiar with the techniques and criteria to be utilized in the evaluation process. In addition to the over-all professional performance of the teacher, classroom observation shall be made a part of each evaluation and shall be conducted in person for a minimum of thirty (30) consecutive minutes or the duration of a particular teaching unit, whichever is less. Monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- E. A copy of the written evaluation shall be submitted to the teacher at the time of a formal interview which shall be held within ten (10) days of the formal observation. Within ten (10) days after the formal interview two copies will be given to the teacher, one to be signed and returned to the administration, the other to be retained by the teacher. At the time of the personal conference, inadequacies, if any, in the teacher's performance shall be discussed. The principal shall outline the assistance to be offered the teacher and issue a timetable by which the teacher shall have made improvement in those areas where improvement was needed. In the event that the teacher feels their evaluation was incomplete or unjust, they may put their objections in writing and have them attached to the evaluation report to be placed in their personnel file. In addition, when a teacher does not agree with the evaluation, they may, at their option, meet with the Superintendent of Schools to discuss that part of the evaluation with which they are not in agreement. The Superintendent may make adjustments dependent upon the information submitted by the teacher.
- F. Any matter involving teacher evaluations which is not procedural in nature, shall not be subject to the grievance procedure.

G. A Mentor Teacher (as defined by School Code) shall be assigned to every probationary teacher upon entrance of the teacher into the system, according to state mandates.

1. Teachers wishing to be a Mentor Teacher should make an application with the building administrator. Bargaining unit members will be given first consideration and may decline to serve as a Mentor.
2. An effort shall be made to match mentor teachers and probationary teachers who work in the same building and have the same areas of certification. When possible, the Mentor and probationary teachers will be assigned a common planning time.
3. Every effort will be made to assign a Pathwise trained mentor to new teachers who have less than four (4) years teaching experience. The Pathwise mentor will have no more than one mentee during the two (2) year cycle. The Pathwise mentor will be compensated as stated in Section 5.4.C of Schedule B. Pathwise training expenses may be shared by MEA and the district if funds are available through MEA.
4. A mentor teacher shall not participate in the supervision or evaluation of the probationary teacher; although they may assist the probationary teacher, when requested by the probationary teacher, during any evaluation meetings or the development of the probationary teacher's Professional Development Plan.

### **PROFESSIONAL BEHAVIOR**

#### Section 2.7

A. A teacher shall at all times be entitled to have present a representative of the Association when they are being reprimanded, warned, or disciplined for any infraction of rules. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

B. No teacher shall be disciplined or reprimanded, without just cause. Any such discipline or reprimand asserted by the Board or representative thereof shall be subject to the grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association upon written request.

C. Any unlawful use, distribution, or possession of illicit drugs or alcohol on school property or at its activities will not be tolerated by the Board. Disciplinary action will follow any known violation, including administrative action leading to dismissal, as well as notification to proper legal agencies. In some violation instances a rehabilitation program may be required for continued employment. Any employee with a substance abuse problem, seeking proper treatment, should consult with the superintendent for a proper and confidential referral.

### SECTION 3

### TEACHING CONDITIONS

#### **TEACHING HOURS AND CLASS LOAD**

#### Section 3.1

A. Teachers will be required to report to their assigned school buildings no later than fifteen (15) minutes before the opening of the pupils' regular school day in the morning.

Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher.

B. When tardiness is determined, it shall be subject to progressive disciplinary action and/or deduction of compensation. Compensation, when deducted, will be deducted in one-quarter hour intervals. Compensation will not be deducted for the first two occurrences of tardiness in the school year if less than twenty minutes late.

C. The Board recognizes the principle of the previously stated workday, and will set work schedules and make professional assignments which can reasonably be completed within the stated workday.

D. A class is a group of students which conforms to Section 3.2 Pupil-Teacher ratio and has one single attendance record. The teaching load for all teachers in the middle/high school will not exceed five (5) class pe-

riods and a seminar (or similar responsibility) per semester or four (4) class periods and a seminar ( or similar responsibility) per trimester with no more than three (3) class preparations when ever possible. Assignments to a supervised study period shall be considered a teaching period for purposes of this section. The normal weekly teaching load in the elementary schools shall not exceed five hours of classroom teaching per day. Instructional hours will automatically increase when needed to meet state requirements. When adjustments are needed in the instructional schedule necessary to meet the required level of total instructional hours, the Board will collaborate with the designated Association representatives. Failure to reach agreement on the required additional hours will mean the Board will add instructional hours/minutes on to the end of the school day.

E. Elementary teachers shall be entitled to a duty-free uninterrupted lunch period. In the case of an emergency teachers may be called upon for assistance.

F. Elementary teachers will be provided two duty-free recess periods each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

G. Middle School and Secondary School teachers will not be assigned noon supervision. The administration reserves the right to request assistance from the faculty if and when the need arises.

H. Conference/Planning

1. Middle/High school conference/planning periods are to mirror one academic class period in time.
2. Elementary (K-5) conference/planning period is set to accommodate a common planning period minimally of 50 minutes/day per grade level. Additionally, K-5 shall have minimally 400 minutes/week of uninterrupted planning time.

Conference/Planning periods shall be used for such things as thorough preparation, conferences with parents, teachers, and administrators, and special assistance to students. Principals will be sensitive in using conference periods as professional development time. Conference time shall not be used or spent on any unconnected or non-school activity. In addition it is expressly understood that teachers will not leave their building during conference time for personal errands or the like.

I. Management shall have the right, when deemed necessary by the principal or supervisor in charge, to assign substitute responsibilities to teachers during regular school hours during non-scheduled time, preparation periods, etc., when regular substitutes are unavailable. These assignments will be rotated as much as possible.

J. If a teacher shall teach more than the normal teaching load as set forth in this section, they shall receive additional compensation at the rate of \$22.50 for the duration of this agreement for each teaching hour in excess of such norms; this rate will be pro-rated at 15 minute intervals to accommodate longer or shorter class period schedules.

K. Principals have the right to call one faculty meeting per week on a designated day for up to one hour. The faculty of each building (elementary, middle and high school) by a vote of 2/3 majority is to work with the principal of that building to set and approve the designated hour.

L. There may be one open house scheduled each year for all grades K thru 12 and all faculty are to be in their assigned rooms for this event. Faculty will set a tentative date for the open house at the beginning of the school year. Should in the case of a high school trimester schedule, open house and parent/teacher conferences need to be change, the principal of the building and the faculty of that building with a vote of 2/3 majority shall decide a format that will best serve all parties (parents, students, teachers and administrators).

M. All teachers, 6 thru 12, may be assigned a home room at the building principal's discretion. Grades 9 thru 12 will have one or two paid sponsors at the discretion of the school principal involved and following Schedule B. Chaperoning of extra-curricular events is recognized as a professional responsibility of all teachers.

- N. All K thru 5 teachers are urged to attend all regular scheduled Jennings Parents Organization meetings.
- O. All K thru 5 teachers are to supervise their class or respective class representatives at all special day time or evening programs.
- P. There will be two (2) regular scheduled parent-teacher conferences per year for all grades K thru 12.

**TEACHING CONDITIONS**

Section 3.2

A. The primary duty and responsibility of the teacher is to teach. The Board recognizes its responsibility to strive for quality education through adequate facilities and leadership. The pupil-teacher ratio is an important aspect of an effective educational program. The nature and severity of handicapped students will be considered when determining class size. The parties agree that class size should be lowered wherever possible to meet the following standards:

1.	Elementary K-2	23	28	Optimum/Maximum
2.	Elementary 3-5	23	29	Optimum/Maximum
3.	Middle School	24	30	Optimum/Maximum
4.	Secondary	24	30	Optimum/Maximum
5.	Physical Education	30	45	Optimum/Maximum

Whenever the maximums, as designated above, are exceeded, the Board shall meet with a committee of teachers appointed by the Association to develop reasonable short and long range solutions to return class sizes to within the designated figures or to provide appropriate relief of teaching conditions for the teachers.

- B. The Board agrees to make available in each school adequate typing, duplicating, and clerical personnel to aid teachers in the preparation of instructional material.
- C. The Board shall provide each teacher with the supplies required for daily teaching responsibilities.

**ACADEMIC FREEDOM**

Section 3.3

Whereas it is recognized that the ability of pupils to progress and mature as individuals is a result of their total environment, the parties seek to educate in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights, and to instill appreciation of the values of individual personality.

**STUDENT DISCIPLINE AND TEACHER PROTECTION**

Section 3.4

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to the administration that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the administration will make appropriate referral.
- B. A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as their teaching obligations will allow, full particulars of the incident in writing.
- C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of their rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Time lost by a teacher in connection with any incident mentioned in this section shall not be charged against the teacher.



E. No action shall be taken upon any complaint by a student or parent of a student directed toward a teacher until after consultation with said teacher, nor shall any notice thereof be included in said teacher's personnel file until such matter is reported in writing to the teacher concerned.

F. Teachers that have requested and received written permission from their building principal to utilize their personal property for the purposes of instruction on school premises shall be rendered harmless against theft, damage or destruction to the extent provided by the District's liability insurance policy then in full force and effect. The District's liability shall not exceed that amount covered by its insurance carrier and all claims against the District shall be expressly subject to those restrictions or other provisions established by the District's carrier and payable by such insurance carrier.

#### SECTION 4

#### LEAVE OF ABSENCE

#### LEAVE WITH PAY

#### Section 4.1

It has been determined between the Association and the Board that a better solution concerning the Leave of Absence Section 4 will be a work in progress. However until such time, the present language will take precedent.

#### A. Sick Leave

1. For the first two years at Quincy all teachers shall be granted a maximum of ten (10) sick leave days per year, without loss of pay, for absences due to personal illness or accidental injury. After two years at Quincy all teachers shall be granted a maximum of fifteen (15) sick leave days per year, without loss of pay, for absences due to personal illness or accidental injury. The ten (10) days and the fifteen (15) days sick leave will be granted the first work day of the school year.
2. Teachers shall accumulate sick leave days to a maximum accumulation of one hundred five (105) days.
3. The Board will furnish a written statement, payroll statements of earnings and deductions, at the beginning of each school year and every pay period from thereon, setting forth the total number of sick leave days accumulated by the teacher. This statement at the beginning of the year will include the ten and fifteen sick leave days granted for the current year. Proof of the personal illness or accidental injury may be required at any time. The teacher shall return to work as soon as they are physically able to perform the normal and usual duties of employment. Routine medical or dental examinations are not specifically covered under this provision for sick leave. After release by the doctor to return to the duties of employment from an extended illness, any follow-up medical examinations to monitor the teachers condition are covered under this provision for sick leave.
4. Any teacher who is absent from duty because of any injury or illness compensable under the Michigan Workers Compensation Act shall receive from the Board the difference between the allowance under the Workers Compensation Law and their regular salary until the accumulated sick leave equivalent is exhausted.
5. Teachers with advance knowledge of a physical condition which will cause them to utilize the provisions of this article shall provide the Board, if practicable, a minimum of four (4) months advance notice of such impending condition. The notice shall be filed with the Office of the Superintendent and be accompanied by a physician statement specifying the expected period of incapacitation and whether or not in the physician's judgment the teacher can safely perform their duties to the District in the interim period. The Board may request the teacher to provide periodic updates on their physical and/or mental condition from the attending physician both before, during and after the period of incapacitating illness, as described in this section (5) only.
6. Teachers shall prepare general lesson plans for the substitute to ensure continuity in the classroom during the anticipated period of absence. Emergency situations wherein the teacher becomes ill or disabled without advance notice and the attending physician has certified that the teacher is physically and or mentally incapable of performing this task shall hereby be expressly exempted.
7. Up to five (5) days leave, deducted from accumulated sick leave and/or personal leave at the discretion of the teacher, in the event of a death in the "Immediate Family" shall be allowed. "Immedi-

ate Family" shall be deemed to include parent, husband, wife, son or daughter-in-law, child, mother or father-in-law, brother or sister, brother or sister-in-law, grandchild, or grandparent. In the event of death to the employee's spouse, parent, or child an additional five days may be granted to the teacher and deducted from the teacher's sick leave, at the time the death occurs.

8. Up to ten (10) days of sick leave will be granted for care of an ill or injured immediate family member.

9. Emergency Sick Leave - If a teacher has used their family illness days for the current year, as defined in Section 4.1 A 8, they may apply for emergency family illness leave if the request is for a catastrophic event or terminal illness of an immediate family member (spouse, child or parent). Catastrophic illness is defined as a life threatening illness or injury. It is not to be used for long-term absences such as maternity leave. Approval will be at the discretion of the Superintendent. This emergency family illness leave shall be limited to the number of days in the teacher's individual accumulated sick leave bank. Each teacher with a minimum of one (1) year seniority in the district may contribute up to two (2) sick leave days per request, from their personal accumulated sick leave bank, to another teacher in the event of a catastrophic event or illness, with the joint approval of the Board and the Association.

B. Professional Leave

1. Professional conference days may be granted for any educational purpose at the discretion of the principal. Professional conference days shall be used for the purpose of: (1) visitation to view other instructional techniques or programs, (2) conferences, workshop or seminars conducted by colleges, universities, or other agencies with essential expenses paid by the Board. The teacher may be requested by the building principal to file a written report, within one week of their attendance at such visitation, conference, workshop or seminar.

C. Personal Leave

1. Personal leave days are provided for legitimate business, professional and family obligations including funerals, that a teacher regularly encounters, and which cannot be met outside the regular school day. Up to two (2) days per year will be allowed each teacher for such purposes.

2. Emergency personal leave -- If a teacher has used their personal leave for the current school year, as defined in Section 4.1 C 1, they may apply for additional personal leave if the request is a family emergency (surgery of a spouse, child, or parent; catastrophic home damage; or similar family emergencies) or funeral not covered in Section 4.1.A.7. Approval will be at the discretion of the Superintendent. This "emergency leave" shall be limited to two (2) days per school year and will be deducted from the teacher's sick leave when used. Application procedures will be the same as for personal leave except with a notation the leave is for "family emergency."

3. This leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekend, after school hours or during vacation periods.

Medical or dental appointments for the teacher or any member of the teacher's household will be permitted but, if possible, this appointment should be made and planned after school hours.

4. Teachers desiring to use such leave shall submit their request on the application form (provided by the Board) at least five work days in advance of the anticipated absence, except in cases of emergency or funeral, in which the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor for the signature of the principal and superintendent.

5. A personal leave day shall not be granted for vacation or recreational activities, for seeking other employment, for working either with or without remuneration for themselves or anyone else, for religious purposes, for conventions or conferences of their spouses, for shopping, or for other affairs that are not directly categorized as business. Such leave shall not be granted on the first or last day of school or before or after a holiday or vacation period, unless it is an emergency or unusual circumstances approved on a case-by-case basis by the Superintendent.

6. Personal leave days will be granted for one member of the teacher's family for at home medical attention of their children.

7. Personal leave days may be used for hospital admission of a member of the immediate family (immediate family defined in death leave) emergency admissions, accompanying a member of the

immediate family while surgery is being performed.

8. All personal leave days will be granted in one hour increments.

D. Other Leave

1. In the event a teacher is called under subpoena to testify in any proceedings, before a court of law or the Michigan Tenure Commission, affecting the District, they shall be granted leave with pay annually less any amount received as witness fee. Upon completion of their testimony, the teacher shall report for duty.

2. Jury Duty - If any teacher is required to serve on a jury, he/she shall be granted leave and paid the difference between his/her pay for such jury services and the money he/she would have earned under this Agreement. Such payment during leave will be unlimited. If the teacher is temporarily excused from jury service for a period of one full day or more, he/she shall report for employment during such periods. In the event a teacher is called by the Board to testify in any proceedings he/she shall be granted leave with pay.

3. A teacher absent from work because of mumps, scarlet fever, measles or chickenpox, AIDS, hepatitis, head lice, scabies, or other contagious or communicable diseases (contracted through job duties) shall suffer no diminution of compensation and shall not be charged with loss of flex/ personal day(s) provided that current proof of immunization is furnished, where applicable.

### UNPAID LEAVES OF ABSENCE

Section 4.2

A. All unpaid leaves of absence must be requested in writing to the Board of Education at least 30 days prior to the date the leave is to take place or at the discretion of the superintendent.

B. A leave of absence without pay of up to one (1) year shall be granted to any tenure teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, or countries, foreign or military teaching programs; the Peace Corp, Teacher Corps or Job Corps as a full-time participant in such programs. In addition a teacher may be granted leave without pay for cultural travel or work program related to their professional responsibilities; provided said teacher states their intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as they would have been had they taught in the District during such period.

C. A leave of absence without pay of up to one (1) year may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to their professional responsibilities.

D. A military leave of absence of one enlistment period only shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave with honorable discharge, a teacher shall be granted one year's experience on the salary schedule.

E. A leave of absence without pay of up to one (1) year may be granted to any tenure teacher upon application for the purpose of serving as an officer of the Association or on its staff.

F. A leave of absence not to exceed one (1) year shall be granted to any tenure teacher upon application for the purpose of campaigning for, or serving in, a public office.

G. A maternity leave of absence shall be granted to a teacher for the purpose of childbearing, subsequent child care of the newborn infant or child care of a newly adopted infant. A teacher who is pregnant shall be entitled upon request to a leave of absence to begin when the teacher is no longer physically able to continue her duties or anytime after the fourth month of pregnancy but no later than immediately following recovery from childbirth or adoption. Such leave shall be granted without pay or increment for a period not to exceed one year unless otherwise approved by the Board. The teacher shall notify the Superintendent in writing of the desire to take such a leave and the letter requesting the leave shall include the date of expected return and except in the case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The physician or adopting agency's statement shall be included with the leave request. A teacher who is

pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her duties in a continuous manner.

H. Leaves of absence without pay for other reasons may be submitted to the Superintendent in writing, and may be granted if in the Superintendent's opinion such leave is of value to the teacher and in the best interests of the school district. Extensions of the aforementioned leaves of absence in paragraphs A-F above may be submitted to the Board of Education for its consideration.

I. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave, unless they are receiving Long Term Disability (LTD) benefits, will be granted an unpaid (not including LTD benefits) leave of absence for the duration of the illness or disability up to one calendar year after their sick leave is exhausted; or if they are receiving LTD benefits, up to one calendar year from the date they started receiving the LTD benefits. The Board may grant additional unpaid leave.

J. Persons granted leaves of absence without pay must remain on leave of absence for the remainder of a semester or school year or for a full semester or school year unless otherwise allowed by the Board. Persons intending to return from such leaves of absence must notify the Board of their intentions to return no less than thirty (30) days before the expiration of the leave.

K. Personnel returning from approved leave without pay will be assigned to the area of their certification but not necessarily to the same assignment held prior to the leave. This applies to class assignment to the Middle School and High School and to different grade level assignments in the elementary school.

## SECTION 5

## COMPENSATION AND BENEFITS

### PROFESSIONAL COMPENSATION

#### Section 5.1

- A. Contractual responsibility shall not exceed the provisions set fourth in Section 1.8 and 3.1.
- B. The basic salaries and extra duty compensation of teachers covered by this Agreement are set forth in Sections 5.4, 5.5 which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated period.
- C. All teachers shall be given up to five years credit on the salary schedule set forth in Section 5.4 for actual outside teaching experiences in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. Additional years of credit based on actual outside teaching experience may be granted, under special circumstances, primarily, shortage of qualified candidates at the discretion of the Board of Education.
- D. The salary schedule is based upon the regular school calendar.
- E. Extra compensation given to apply for the B.A. plus 20 semester hours, the M.A., the M.A. plus 20 semester hours, will be the full responsibility of the teacher to apply for such placement upon the salary schedule as of the first day of each semester that students are in attendance. After that date the application will not be effective until the next semester. (No partial semester application permitted.) The semester hour credit earned must be documented by an official transcript. All credits that are on the Masters degree program are acceptable, all other credits, undergraduate or graduate must have prior approval of the administration as being valid toward their teaching assignment before enrollment and documented by a transcript as being successfully completed to comply with the salary schedule. Teachers will be reimbursed the tuition costs up to seven hundred fifty dollars (\$750) once every two years, for successfully completing a college class, (3.0/B grade or better), when the class has been approved by the superintendent.
- F. Each year, teachers who shall have attained 15 through 19 years of service in the Quincy School district shall receive a \$1400 longevity payment; 20 through 24 years of service in the District shall receive a \$1650 longevity payment; and 25 years of service and beyond in the District shall receive a \$2150 payment. These

amounts will be paid 50% at the last pay in the calendar year and the remaining 50% at the last pay in June. The effective date in establishing time of service will be September 1 of each school year.

G. Pay periods will be computed over a 26 pay period or 21 pay period. Teachers are to notify the business office two weeks prior to the first pay period of the start of school. Teachers not notifying the business office will have pay periods based on the 26 pay basis. In the event, there exists an abnormal pay period for the upcoming school year, all employees will be notified by the first of October of that year of the pay schedule.

H. Pursuant to MCL 380.1230, all employees who hold a State Board of Education Certificate or Permit, are required to have a criminal records check completed. Therefore, all current and/or newly hired professional teaching staff members are required to have a Michigan State Police and Federal Bureau of Investigation criminal records check completed at the staff members expense. Should the District employ an out-of-state graduate or holder of a teaching certificate from out-of-state, the prospective professional staff member must also have a criminal records check done, as described above. If a person is a teacher in another district within the State of Michigan and a criminal records check has previously been conducted within the last twelve months, it is not necessary to have another records check done, providing the other district verifies the conviction status with the District. Criminal records checks must be completed no later than June 30, 2008 for all existing staff and prior to offer of employment for newly hired staff. Failure to do so may lead to disciplinary action, up to and including dismissal.

#### **RETIREMENT CONTRIBUTION**

Section 5.2

The Board shall pay the employees contribution to the Michigan Public School Employees Retirement System.

#### **INSURANCE PROTECTION**

Section 5.3

Upon acceptance by the insurance company of a written application (new employee or employee changing coverage), the Board shall provide, without cost to the employee, and any other eligible dependents defined by United States Internal Revenue Service, the premium costs for the below stated insurance programs. (certain eligible dependents will require additional premium contributions by the employee). Benefit coverage will begin the first work day for new employees and benefits will be terminated the effective date of resignation, retirement, or dismissal. Limited Medicare Supplement premiums shall be paid on behalf of the employee and or spouse eligible for Medicare, if provided by law.

#### **A. HEALTH**

The Board shall pay one-hundred percent of any and all premium, deductible and co-insurance amounts of the Community Blue PPO Plan 15 with preventive care benefits of five-hundred dollars (\$500.00) per insured per calendar year and with attached addendum (BC/BS benefits at a glance). The premium contribution shall cover each member of the bargaining unit and their eligible dependents. The Board is to cover through an agreed upon third party between the Board and the Association all co-insurance payments. A third party must process and distribute any money to the insured. At times there maybe a reason to change the third party member, which must be mutually agreed upon by the Board and the Association.

1. Prescription drug coverage (including contraceptives) will utilize a \$7/12 Rx drug card.  
Coverage of all generic and branded prescribed prescriptions with a co-pay of not more than seven dollars for generic prescriptions and not more than twelve dollars for branded prescriptions. If in the event should the professional staff befallen by a catastrophic illness and the Board determines that the Rx agreement places the Quincy Community Schools in serious economic and financial jeopardy, the Board will meet with the Association to revert to a BC/BS \$10/\$20 Rx drug card program upon agreement of the two parties.

#### **2. OFFICE VISITS, CONSULTATIONS & URGENT CARE**

The Co-pay for office visits, office consultations and urgent care visits shall be limited to no more than twenty-dollars per visit and/or consultation.

3. Teachers not electing health insurance, may elect a \$200 per month tax sheltered annuity through a Board approved, salary reduction plan and in accordance with all State and Federal tax eligibility laws, rules, and regulations. It will be the employees responsibility to take care of all necessary and required paperwork

through the District's business office and annuity company office. The Board will act as purchasing agent for such plan.

**B. LIFE**

The Board shall pay the full premium cost for the employee for a \$35,000 term life insurance policy that will be paid to the employee's designated beneficiary. In the event of accidental death the insurance will pay double the specified amount.

**C. VISION - Trust Three Star Vision Care - Traditional Plan Vision Inc.**

<u>BENEFIT</u>	<u>BENEFIT CLASS</u>	<u>DEDUCTIBLE CO - PAYMENT</u>		
Complete Vision Exam	A	5.00	100% UCR <sup>1</sup>	\$45
Single Lens Prescription	B	7.50	100% UCR <sup>1</sup>	65
Bifocal Lens Prescription	B	7.50	100% UCR <sup>1</sup>	90
Trifocal Lens Prescription	B	7.50	100% UCR <sup>1</sup>	120
Lenticular Lens Prescription	B	7.50	100% UCR <sup>1</sup>	
Frames: (Standard Set)	B	7.50	100% UCR <sup>1</sup>	65
Contact Lens Prescription	C <sup>2</sup>	7.50	100% UCR <sup>1</sup>	80

<sup>1</sup> Usual, Customary, and Reasonable Fees

<sup>2</sup> Maximum per pair of lenses. Allow up to \$80 when not medically necessary.

**D. DENTAL** The Board shall pay the costs toward a dental program. The contractual year will coincide with the medical plan.

1. Dental Care Benefits do not require the members to meet a deductible.

2. Payments are to be made in accordance with the usual customary and reasonable determination and the co-payments are reflected in this determination.

3. The dental procedures fall in the following groups:

GROUP #1

- a. Diagnostic Services
  - 1) Clinical Exams
  - 2) Radiographs
  - 3) Other Tests and Laboratory Examinations
- b. Preventative Services
  - 1) Cleaning
  - 2) Fluoride Treatments
  - 3) Space Maintainers for Children

GROUP #2

- c. Palliative Treatment (emergency treatment of dental pain)
  - a. Restorative Service - Repairs of natural teeth with fillings and crowns.
  - b. Endodontic Service - Treatment of the soft tissue inside the tooth (such as root canals).
  - c. Periodontic Services - Treatment of the gums, mouth tissues and bones supporting the teeth.
  - d. Oral Surgery Service - Simple extractions, surgical extractions or preparation of the mouth for dentures.
  - e. Repairs, Adjustments and Relining of Existing Dentures and Bridges
  - f. Adjunctive General Services
    - 1) General anesthesia

- 2) Professional visits
- 3) Miscellaneous services

GROUP #3

- a. Construction and replacement of dentures and bridges.

MAXIMUMS

Maximums for Groups #1, #2, and #3 are \$1,000 per year for each member for the groups annual effective date and end one year later.

GROUP #4

- a. Orthodontic Services - The prevention and correction of poorly positioned teeth in subscribers and/or dependents who are eligible under the policy.

MAXIMUM

The ORTHODONTIC MAXIMUM is available to each subscriber and/or dependents who are eligible under the policy. This is a lifetime maximum which is not renewable. LIFETIME MAXIMUM -\$1500.00. Co-payment Requirements as follows:

Group #1	75-25
Group #2	50-50
Group #3	50-50
Group #4	50-50

E. The Board shall pay the full premium cost of a 90 day Long Term Disability plan for each employee at a rate of 60%, of their salary to a maximum age of 65, and maximum LTD payment of \$2,500 per month. To be eligible for the coverage (or increase in coverage), employees must be able to perform the "at-work requirement" (as defined in 1. below) with this employer before insurance benefits become effective, and in order for those benefits to continue.

- 1. An employee fulfills the AT-WORK REQUIREMENTS if the employee is actively at work, full-time, on any day in which they perform all the usual and customary duties of their occupation at the employer's business establishment, or at some other location where the employer's business requires them to be. An employee is deemed actively at work, full-time, on a scheduled non-working day if they were actively at work, full-time, on the immediately preceding scheduled working day.

F. The Board agrees to provide the above mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policyholder.

G. Employees newly hired by the employer shall be eligible for employer-paid insurance premiums, upon acceptance of a written application by the insurance carrier on the first day of the month after which employment commences. Employees shall have benefits terminated on the first day of the month following termination of employment, (if said date is prior to the end of the school year.) In the event of an employee retiring, the District will coordinate insurance benefits with the State Retirement Office, if and when possible.

H. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue through the balance of the insurance contract year (ending Aug. 31).

I. Teachers will be responsible to complete the necessary insurance enrollment forms and file at the superintendent's office. Any additions or changes must be filed in the superintendent's office within 30 days. Should the employee terminate employment with the District, they may be eligible to retain life, health, and dental insurance. This would occur on a direct pay basis plus a 2% administrative fee basis through the

school's insurance carriers. The employee shall have thirty-one (31) days from the date of termination to make the conversion. It is the employee's responsibility to check with the insurance carrier.

**SCHEDULE B - EXTRA CURRICULAR COMPENSATION**      Section 5.4

This schedule is designed to compensate individuals for providing services to students over and above the regular school day. The length of season and the added hours required are taken into consideration in computing this schedule.

A. High School athletics:

1. All percentages based on the B.A. salary schedule.
2. A coach will be on the same step as their number of years of experience in that sport in this school with the 15th step being the maximum and with the assistant coach schedule the 12th being the maximum. A returning coach will be given credit for past experience in the same sport at Quincy.

3. Head Football	12%
Head Basketball (B & G)	12%
Head Wrestling	11%
Head Track (B & G)	11%
Head Baseball	11%
Head Volleyball	11%
Head Cross Country	11%
Head Softball	11%
Head Golf	7%
Assistant Coaches	8%
Cheerleading (Varsity)	7% per each of two seasons
JV Cheerleading	4% per each of two seasons

B. Middle School Athletics:

1. All percentages based on Step 7 of the B.A. schedule.
2.
 

Basketball	4%
Wrestling	4%
Track	4%
Flag Football	2% (10 sessions)
Jr. Pro Basketball	2% (10 sessions)
Jr. Pro Volleyball	2% (10 sessions)
Jr. Pro Wrestling	2% (10 sessions)
Cheerleading	3%
Cross Country	3%
Volleyball	4%

C. Sponsorships and Advisors:

1. All percentages are based on Step 7 of the BA schedule.
2.
 

Yearbook Advisor	7%
Dramatics	4%
High School Youth in Government	3% (two positions)
Varsity Club	3%
11th & 12th Grade Advisor	3% (two positions each)
9th & 10th Grade Advisor	2.5%
Bowling	2%
Middle School Student Council Advisor	2%
High School Student Council Advisor	2.5%
High School Quiz Bowl Advisor	.75%
Middle School Quiz Bowl Advisor	.75%



Middle School Geography Bee Advisor	.75%
Middle School Yearbook	2%
Middle School Youth in Government	1%
National Honor Society Advisor	2%
Elementary School Newspaper Advisor	.75%
Science Olympiad Middle School	.75%
Science Olympiad Elementary School	2.5%
Building North Central Chair/SIT	3.0%
Pathwise Mentor	3.0% (1st Year; 2% 2nd Year)
16 Department Chairs	2.0%

**NOTE:** Sixteen Department Chairs must meet certain requirements and objectives

- D. Instrumental Music:
1. The percentage is based on the B.A. salary schedule.
  2. A band instructor will be on the same step as their number of years of experience in this school with the 15th step being the maximum.
  3. This band position includes high school and 6th, 7th, and 8th grades.
  4. The base percentage is 10%.
- E. Vocal Music:
1. All percentages based on Step 7 of the B.A. schedule.
  2. These stipends paid when performances are approved in advance by the superintendent.
  3. Elementary Musicals 3%

Section 6

OTHER

**MISCELLANEOUS PROVISIONS**

Section 6.1

- 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 Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and condition of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Two copies of this Agreement will be printed at the expense of the Board of Education. All additional copies requested by the Association and the Board will be shared on a proration basis in the reproducing of a printed, bound copy.
- F. This Agreement shall not be effective until ratified by the Board of Education and by the membership of the Association.
- G. Teacher's eligible to retire under the Michigan Retirement Law will submit to the Board a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.
- H. Each teacher, upon request by the District, shall submit to a general physical examination by a physi-

cian designated by the District. The cost of such examination shall be borne by the District.

1. While acting in their professional capacity, teachers will not publicly criticize the District, board members, or the administrative staff and likewise while acting in their appointed capacity the Board and administration will not publicly criticize a teacher.

J. The administration or the Board has the right to call a meeting of teachers during the school day, as defined in Section 3. 1.J.

K. During the negotiating process, if an impasse should develop, both sides, the Board and the Association, have the right to publish and make public the demands, the proposals and the agreements prior to calling a state mediator.

L. The Board's offer of employment will coincide with the state tenure mandate.

M. The Association will recognize the concept that all teachers having made the decision to leave the employment of the District will have the moral and ethical responsibility to submit a letter of resignation immediately to the Board.

N. An updated seniority list will be available to the Quincy Education Association Secretary by October 1 of the new school year.

**QUINCY COMMUNITY SCHOOL DISTRICT**  
2006-2007, 2007-2008, 2008-2009 SCHOOL CALENDAR \*\*

see attached

\* Because state law requires a certain number of student contact days, some days may have to be used as make-up days and/or the school year may have to be extended to meet this requirement, should days be cancelled due to weather.

**\*\* Some Professional Development and Commencement dates may be revised during the course of the school year.**

**Days Required: 180 days**

**Instructional Annual Hours: 1098 Hours**

**Professional Development: 5 days**

Salary Figures for 2006 – 2007  
2% increase effective July 01, 2006

**2006-2007**

<b>Step</b>	<b>BA</b>	<b>BA20</b>	<b>MA</b>	<b>MA20</b>
1	34,454	35,917	37,387	40,349
2	35,701	37,175	38,657	41,615
3	36,970	38,440	39,930	42,885
4	38,235	39,712	41,192	44,148
5	39,506	40,983	42,465	45,411
6	40,766	42,249	43,725	46,685
7	42,035	43,517	44,992	48,162
8	43,302	44,896	46,474	49,642
9	44,782	46,474	48,162	51,125
10	46,052	48,162	50,274	52,387
11	47,948	50,274	52,743	54,295
12	50,191	53,023	55,201	57,667
13	52,430	54,616	57,665	59,401
14	54,676	56,951	60,133	61,935
15	56,862	59,227	62,541	64,413

Salary Figures for 2007-2008  
2.5% increase effective July 01, 2007

**2007-2008**

<b>Step</b>	<b>BA</b>	<b>BA20</b>	<b>MA</b>	<b>MA20</b>
1	35,315	36,815	38,322	41,358
2	36,594	38,104	39,623	42,655
3	37,894	39,401	40,928	43,957
4	39,191	40,704	42,221	45,251
5	40,493	42,007	43,526	46,547
6	41,785	43,306	44,818	47,853
7	43,086	44,605	46,117	49,366
8	44,385	46,019	47,636	50,883
9	45,902	47,636	49,366	52,404
10	47,203	49,366	51,531	53,697
11	49,147	51,531	54,062	55,652
12	51,446	54,348	56,581	59,108
13	53,741	55,981	59,106	60,886
14	56,043	58,374	61,636	63,484
15	58,283	60,708	64,105	66,023

Salary Figures for 2008-2009  
2.5% increase effective July 01, 2008

**2008-2009**

<b>Step</b>	<b>BA</b>	<b>BA20</b>	<b>MA</b>	<b>MA20</b>
1	36,198	37,736	39,280	42,392
2	37,508	39,057	40,614	43,722
3	38,842	40,386	41,951	45,056
4	40,170	41,722	43,277	46,383
5	41,506	43,057	44,614	47,710
6	42,830	44,388	45,939	49,049
7	44,163	45,720	47,270	50,601
8	45,494	47,169	48,827	52,156
9	47,049	48,827	50,601	53,714
10	48,383	50,601	52,819	55,039
11	50,376	52,819	55,413	57,043
12	52,732	55,707	57,996	60,586
13	55,084	57,381	60,584	62,408
14	57,444	59,834	63,177	65,071
15	59,741	62,226	65,707	67,674