

MASTER AGREEMENT

between the

ATHERTON EDUCATION ASSOCIATION

and the

ATHERTON BOARD OF EDUCATION

2007-2010

FINAL REVISION COMPLETED ON 12/11/2008

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PROFESSIONAL AGREEMENT

This Agreement entered into this 1st day of October, 2008, by and between the Atherton Education Association, a voluntary, Michigan Corporation, 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 School District of Atherton, the City of Burton, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Atherton is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise in formulating policies and programs designed to improve educational standards, 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 covenants, it is hereby agreed as follows:

ARTICLE I
Recognition

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated or professional personnel whether under contract, on leave, or on a per diem hourly or class rate basis, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative.

Such representation shall exclude day to day substitutes, superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, athletic director, and any other personnel engaged fifty percent of the time in the direct administration and supervision of professional personnel. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit as above defined.

- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II
Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution 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 his membership in the Association, the teacher's 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.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he 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. The local Atherton Education Association and its representatives shall have the right to use school buildings at all reasonable after school hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore, provided that this shall not interfere with or interrupt normal school operations.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district intra-mail service and teacher mail boxes for communications to teachers.
- F. The Board agrees to make available to the Association in response to reasonable requests all public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed and

constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

- G. The Board may consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication. The Board shall not submit any proposal for additional operational or building millage without prior consultation with the Association.
- H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex and/or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex and/or marital status.
- I. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- J. The Board shall place on the agenda of each regular board meeting as the first or second item for consideration under "new business" any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's Office six (6) calendar days prior to said regular meeting.
- K. The Association shall have a maximum of eleven (11) days total each school year of released time without loss of pay for officers, delegates, committee chairpersons, and/or members to take part in business which pertains to the Association. The Association President shall make all requests on behalf of Association members. The Association shall provide at least five (5) days prior notice. The Association shall pay the substitute fee. Substitutes will be obtained through regular channels.

ARTICLE III

Board Rights and Responsibilities

The Board, on its own behalf and on the behalf of the electors of the 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, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this contract. This contract shall include by way of illustration and not by way of limitation, the right to:

- 1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer, but not in conflict with the specific provisions of this contract.
- 2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this contract.

3. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, and the institution of new and/or improved methods or changes therein, but not in conflict with the specific provisions of this contract.
4. Adopt rules and regulations, but not in conflict with the specific provisions of this contract.
5. Determine the qualifications of employees, but not in conflict with the specific provisions of this contract.
6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities, but not in conflict with the specific provisions of this contract.
7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies, but not in conflict with the specific provisions of this contract.
8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations, but not in conflict with the specific provisions of this contract.
9. Determine the size of the management organization, its functions, authority, amount of supervisions and table of organization, but not in conflict with the specific provisions of this contract.
10. Determine the policy affecting the selection of employees, but not in conflict with the specific provisions of this contract.

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, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

Professional Dues or Fees and Payroll Deductions

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall be in writing each year. The Board shall deduct one-twentieth of such dues from each of the first twenty (20) checks. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June.

- B. With respect to all sums deducted from the employees payroll concerning membership dues, the Board agrees to promptly remit to the treasurer of the Association that portion deducted from the employees' payroll.
- C. Upon proper written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, United Way, voluntary PAC (Political Action Committee), and any other plans or programs jointly approved by the Association and the Board.
- D. Any teacher who is not a member of the Association in good standing or who does not make application for membership within 30 days from the date of the commencement of teaching duties shall, as a condition of employment, pay a representative benefit fee to the Association in an amount determined annually by an arbitrator. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions, as provided in the preceding paragraph A, the Board shall 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 Article is just and reasonable cause for discharge from employment. Since the establishment of said Representation Benefit Fee is herewith deemed to be the sum required to insure that non members pay their proportionate share of the costs of obtaining and administering the benefits to be received hereunder.
- E. The procedure in all cases of discharge for violation of this Article shall be as follows:
 - 1. The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.
 - 2. If the teacher fails to comply, the Association may file charges in writing with the Board, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 - 3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Representation Benefit Fee.
- F. In the event of any action against the Board brought in a court or administrative agency because of its compliance with Article IV of this Agreement, the Association agrees to defend such action, at its own expense and through its counsel, provided:
 - 1. The Board gives timely notice of such action to the Association; and

2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- G. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with Article IV, including voluntary PAC deductions, but excluding any liability for unemployment compensation.

ARTICLE V Teaching Hours and Class Load

- A. The school day for teachers in the senior high and middle school shall be a continuous block of seven hours with not less than a thirty-minute duty-free lunch period. The school day for teachers in the elementary schools shall be a continuous block of seven hours and thirteen minutes with not less than a forty minute duty free lunch period.

A written reprimand for unexcused tardiness is to be followed with the possibility of docking if unexcused tardiness persists. Teachers, as a rule, shall report 10 minutes before the beginning bell and shall be permitted to leave 10 minutes after the final bell of the teacher's 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, except that on Fridays or on days preceding holidays or holiday recesses the teacher's day may end at the close of the pupils' day. Teachers will be required to attend one evening parent teacher conference per semester. Teachers may be asked to attend additional evening activities on a voluntary basis to be paid at the professional development stipend rate (Example: building open house or art fair). Notification of dates shall be given no later than the first week of the semester in which the function occurs. Teachers shall have the option of taking three (3) 1/2 hour early dismissal times during the week in which the function occurs or the following week, at the teacher's choice. If a teacher opts to take the 1/2 hour early dismissal time, it can be taken only after the regularly scheduled classroom activity ends.

- B. The normal weekly teaching load in Grades 9-12 will depend on whether it is a six-period day, one hour each period, or a seven-period day, 45 minutes each period. On a six-period day, teachers may be assigned 25 teaching periods per week. On a seven-period day, teachers may be assigned 30 teaching periods per week.

Assignment to a supervised study period or a regularly scheduled activity period shall be considered a teaching period for purposes of this Article.

An in-school suspension program which is non-instructional in nature may be staffed by certified or non-certified personnel, who shall not be a bargaining unit member.

- C. The Middle School may have class periods of various time lengths during the seven hour day. No teacher shall be assigned more than five preparations in classes in which letter grades are given.

Each Middle School teacher will have a fifty-five (55) minute planning time each day. No Middle School teacher shall have his/her student contact time increased by the change in the length of the class periods.

- D. Each elementary teacher shall have one regularly scheduled planning period of at least twenty-five (25) minutes per day free of student supervision within the seven and one-half (7-1/2) hour day. Elementary teachers shall also be free of student supervision during the time(s) when their students are scheduled for Art, Music, and P.E. Assignment to supervision of students during recess periods shall be voluntary and considered extra duty for extra pay.

In cases where supervision is not provided through voluntary action, assignment shall be made on a rotating basis. Payment shall be either at the rate of \$15.00 per hour or an equal number of minutes in early teacher dismissal as mutually agreed upon by the teacher and the principal.

- E. Teachers of music, art, and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
- F. Departure from these norms are to be of an emergency nature. Anything other than emergencies will be discussed with the Association for final agreement. The matter may be processed through the professional grievance procedure hereinafter set forth.
- G. The Board recognizes the principle of a standard forty (40) hour work week excluding a lunch period. This work shall include regular teaching duties, planning and preparation time, faculty meetings, in-service meetings, curriculum meetings, meetings with parents and all other duties and functions which are a contractual part of the teacher's position. The scheduling and assignment of work hours shall be prepared by the building supervisor.
- H. Kindergarten teachers who may be required to work an additional evening per semester for parent/teacher conferences will be reimbursed at the hourly rate indicated in the School Improvement article.
- I. Any teacher asked to substitute on a planning period shall be paid \$15.00 (fifteen dollars) per hour. Any elementary teacher asked to substitute for another teacher by taking children into the classroom shall receive the fraction of \$15.00 per hour that corresponds to the fraction of the class placed in the classroom. All such duty will be voluntary.
- J. In cases where declining enrollment, loss of revenues, or other major changes in conditions cause the Board to consider major changes in any teacher's (s') wages, hours, and working conditions, the Board agrees, upon Association request, to negotiate with the Association as such changes affect the wages, hours, and working conditions of teacher(s). The appropriate remedy for a violation of the above shall be an unfair labor practice charge.
- K. Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

- L. It is understood by both parties that only the minimum increase in hours necessary to meet state mandates for the duration of the contract will be implemented. An equal number of sub committee members of the board and the association will be established to implement the minimum increase in hours necessary to meet state or federal mandates.
- M. No more than one mandatory staff meeting will be scheduled per month after school. The staff meeting will not exceed 60 minutes starting 10 minutes after student dismissal time.

ARTICLE VI
Teaching Conditions

- A. The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

The Board agrees with the philosophy that the pupil/teacher ratio of the same class of all levels, K-12, will be equalized, where possible, as soon as possible after the first official fourth Friday enrollment count or sooner if possible. The recommended maxima are as follows: Class sizes will be equalized at the elementary level as soon as possible after the start of school.

The administration will take action prior to the fourth Friday when a teacher's class exceeds 30 students and is greater than two students between teachers in the same grade between buildings.

1. Kindergarten	25 Pupils
2. Elementary Grades	25 Pupils
3. Special Education Classes	15 pupils
4. Sight-saving & hearing classes	12 pupils
5. Emotionally disturbed classes	9 pupils

The maximum class size per teacher in the secondary schools shall be recommended as follows:

Art	25 pupils
Business Lab	In accordance with State guidelines
Drafting	25 pupils
English	25 pupils
General Education	25 pupils
Physical Education	40 pupils
Health Education	25 pupils
Homemaking	20 pupils
Hygiene	25 pupils
Industrial Arts	20 pupils
Language	20 pupils
Mathematics	25 pupils

Music	35 pupils
Pool	30 pupils
Science	25 pupils
Social Studies	25 pupils
Typing	30 pupils
Vocational Shops	20 pupils

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. Further, efforts shall be continued to seek and use textbooks and supplementary reading materials which correlate directly with the program adopted by all parties and which contain the contribution of minority groups to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.
- C. The Board shall make available in each school, exclusively for teacher use during the school day, an adequately furnished nonsmoking lounge/lunchroom, restrooms and lavatory facilities. Provisions for such facilities will be made in all future buildings.
- D. Telephone facilities shall be made available to teachers for their reasonable use (local calls only).
- E. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- F. In schools where continuous cafeteria service for teachers is not available, a stove and refrigerator will be available for teachers' use.
- G. Adequate off street, paved parking facilities shall be provided and properly maintained and identified exclusively for teacher use.
- H. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- I. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- J. Teachers are expected to have personal conferences with parents each semester in addition to the usual conferences during regularly scheduled open houses. At each scheduled faculty meeting each principal may circulate a form for teachers to indicate the names of parents and students and the nature of the contact (discipline, honors, absenteeism, poor study habits, etc.) To insure privacy for these conferences, a telephone will be installed in each building as follows: Senior high – teachers lounge, Middle School -- professional library; Van Y -- a desk, chair, and writing materials will be provided in the workroom which currently has a telephone.

- K. The parties recognize that students having special physical, mental, and emotional problems may require special education experiences.
- L. Special attention shall be given by the administrators and board where special students are placed in a regular classroom.
- M. In the event that a student with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend school, selected persons within the district shall have knowledge of the student's condition including the principal, school nurse, classroom teacher(s) and other appropriate staff. Such persons shall be notified in advance of the student's placement and/or return to school. The Board will provide the Association, prior to said student's placement and/or return, notice and opportunity to bargain on the impact on the working conditions and health and safety of bargaining unit members.
- N. The district will provide to all staff through professional development during the school year reasonable training prior to the implementation of any new hardware and/or software and/or implementation of any unused programs of existing hardware and/or software.

ARTICLE VII

Professional Qualifications and Assignments

- A. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study provided that such assigned teachers shall have a valid Michigan teacher's certificate.
- B. ZA ENDORSEMENT - The Board prefers that K-3 teachers have a ZA (Early Childhood) endorsement. Therefore, a teacher who is assigned a K-3 position will be encouraged to get her/his ZA endorsement. The Board of Education will reimburse K-3 teachers for the tuition only of 2 credit hours, of every 6 credit hours that are successfully completed toward the ZA endorsement.
- C. The Board shall, at all times, adhere as closely as possible to the accreditation standards under the State of Michigan and/or the North Central Association pursuant to ARTICLE XV, Section G.

ARTICLE VIII

Vacancies, Promotions, and Transfers

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association, and provide for appropriate posting in every school building. In addition, posting of vacancies which begin and/or end during contractual holiday recesses and/or summer breaks will also be recorded on the district website.

Teachers are required to apply for the position in writing. No vacancy shall be filled except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least 5 days (i.e., Monday through Friday).

If a vacancy occurs after August 1, the posting procedure will continue pursuant to Article VIII; however, the position(s) will not be filled by current staff until the first day of the next school year.

- B. Any administrator who is laid off due to a decrease in the numbers of administrative positions in the district shall return to the bargaining unit with full seniority credit for all teaching and administrative service in the district.

Any administrator who is removed from his/her position by reasons other than a decrease in the number of administrative positions or who resigns his/her administrative position shall return to the bargaining unit with full seniority for all teaching and administrative service in the district earned prior to Friday, January 26, 1979.

ARTICLE IX

Leave Pay

- A. At the beginning of each school year each teacher shall be credited with twelve (12) days of leave to be used as needed. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
1. Personal illness or disability, the teacher may use all or any portion of the leave recover from the teacher's own illness or disability, which shall include childbirth, complications of pregnancy and adoption procedures. In case of excessive absences, the Board of Education shall have the right to have an examination by an agreed to physician.
 2. Death or illness in the immediate family which includes parents, spouse, parents of spouse, brothers, sisters, children, grandparents, and grandchildren.

The Board is to have discretionary authority in unusual cases.

Effective September 1, 1996, for all sick days that an employee would have accumulated up to 65 days a year (90 days for those teachers grand fathered in 1970-1971), the district shall credit the employee with a \$25.00 credit per sick day upon retirement or resignation.

- B. At the beginning of the 2008-2009 school year during open enrollment in the fall, teachers will have the option to sign up to receive payment by the district in the amount of \$25 a day for six (6) of the twelve (12) sick days they receive. The district would deposit the payment into an approved 403 (b) vendor of the teacher's choice on the last day of that same school year.

If, during the school year the teacher was required to use some or all of the six (6) days for which they opted to receive payment, the teacher will receive payment on the last day of that same school year for the portion of the six (6) days they did not use. For example:

- Example 1: if an individual opts into the program and uses 4 sick days, 6 sick days will be placed into the teacher's sick bank, and 2 days will be paid out at \$25 per day into the 403(b).
 - Example 2: if an individual opts into the program and uses 2 sick days, 6 sick days will be placed into the teacher's sick bank, and 4 days will be paid out at \$25 per day into the 403(b) plan.
 - Example 3: if an individual opts into the program and uses 6 sick days, 6 sick days will be placed into the teacher's sick bank, and no days will be paid out to a 403(b) plan.
 - This plan will not change the current balance in any teacher's accrued sick day bank.
- C. Two (2) days personal leave may be granted by obtaining written approval of the Principal and the Superintendent. A personal day will be granted for a full half day when approved. At the end of each school year, a teacher's unused personal days shall be added to his/her accumulated sick days.

If a teacher, after using his/her two (2) personal business days stated above, needs up to three (3) additional personal days due to an emergency or a personal situation that can only be addressed during work time, these additional personal days may be granted by the Superintendent. Any additional days will be deducted from the teacher's sick days.

- D. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the teacher.
- E. A teacher called for jury duty shall be compensated for the difference between teaching pay and the pay received for the performance of such obligation.

ARTICLE X Sabbatical Leave

Professional Study - An instructional employee who has been employed under contract for three (3) years or more, upon written request, may be granted a leave of absence for study for one year without salary but with insurance benefits provided; however, the Board shall not be held liable for death or injuries sustained by any teacher while on a sabbatical leave. Written request must be submitted by March 1 preceding the September in which leave would begin and will not become effective until agreed to by both parties. Upon return, said teacher will be given his/her former position or a position mutually agreed upon by both parties. In the event that his/her former position is no longer part of the curriculum, he/she will be given a position in the system that has been agreed upon by both parties.

ARTICLE XI
Unpaid Leaves of Absence

- A. A leave of absence shall be granted to any 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 Corps, Teachers' Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system.
- B. A leave of absence may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities.
- C. A leave of absence shall be granted to any teacher, upon application, for the purpose of serving as an officer of the Association or on its staff.
- D. A leave of absence shall be granted to any teacher for the purpose of child care.
- E. A military leave of absence 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.
- F. A voluntary personal leave of absence may be granted to a teacher not affected by a lay-off in the event that a reduction in staff is deemed necessary subject to the following restrictions:
 - 1. Application must be made to the Superintendent by May 15 for the following school year. The leave will be granted only from the end of the teacher's contract year to the end of the next teacher contract year.
 - 2. The Board must be able to fill the position of the teacher requesting the leave with a teacher currently on the staff, thereby preventing a teacher with less seniority being laid off.
 - 3. Once the leave is granted, the agreement regarding the leave is binding to both parties.
 - 4. At the time the leave expires, the teacher shall be returned to the position he/she held or, in cases of further reduction of staff, he/she shall be subject to the provisions of Article XV. Additional volunteer personal leaves may be granted to the teacher who requests such and meets the criteria for the leave.
 - 5. A teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premium at the Superintendent's office. This section is contingent upon approval by the respective insurance carrier.
 - 6. The employer shall have the sole discretion in the granting of such a leave.

- G. Duration of leaves shall be up to one year. A teacher may apply for a one-year extension subject to Board approval.
- H. Leaves of absence under this Article shall commence at the beginning of a semester unless agreed to by the Board except those which commence at the end of a disability period.

RETURN PROCEDURE

- I. Upon return from such leaves, a teacher shall be placed at the same position on the salary schedule as if he/she would have taught in the system during such period to a maximum of one year.
- J. Teachers on leave shall notify the Board by certified mail not less than forty-five (45) school working days prior to the expiration of such leave (for example, a teacher returning to work on September 1 must notify the employer by April 1) of their intent to return to employment, request to extend the leave, or terminate employment.
- K. Provided there is an opening, a teacher returning from a leave shall be returned to the same position he/she had when said leave commenced or if it does not exist, to a position of like nature.
- L. The Board shall notify the teacher, by certified mail, of an available position. Failure to accept within 15 calendar days of receipt of such notice of an available position for which the teacher is certified, or failure to notify the Superintendent pursuant to Article XI, Section J, shall be just cause for termination and loss of all seniority of the Board's obligation to that teacher. The fifteen (15) days may be waived if there are less than twenty (20) days until the start of school; provided, however, in no case shall it be less than ten (10) days. Action to terminate employment shall not commence for a period of five (5) days after written notification to the Association President of the teacher's failure to comply with this Article.
- M. Teachers on approved leaves of absence shall retain all seniority accrued prior to the beginning of the leave. Regardless of the length of the leave, teachers can accrue up to eight weeks of seniority while on an approved leave of absence.

ARTICLE XII Academic Freedom

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of the individual personality. Therefore, the standards of professional responsibility as set forth in the Code of Ethics of the Education Profession will be a safeguard to the legitimate interests of the schools and its teachers.

ARTICLE XIII
Teacher Evaluation and Progress

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review.
- C. The Teaching Evaluation Booklet adopted September, 1993 will be used in its entirety.
 - 1. Copies of the evaluation booklet will be distributed on the opening day of school with a short presentation by the superintendent.
 - 2. Non-tenure teachers will be provided with a written copy of the teacher's evaluation at least three times during the school year, not later than January 15, February 15, and March 15. Tenure teachers shall be provided with a written copy of the teacher's evaluation completed a minimum of every three years; not later than May 15 of that year.
 - 3. The evaluator will go over the written evaluations orally with the teacher not more than two (2) weeks after the observations are finished.
 - 4. The evaluation of a teacher's performance shall include classroom visitation. The evaluator will cause as little disruption as possible in the classroom and will attempt to stay for the entire lesson.
 - 5. If a teacher feels an evaluation is unfair, that teacher has the opportunity within two (2) weeks to put that objection in writing, have a conference with the evaluator, have the evaluator sign that the evaluator has seen the reply, and have it attached to the written evaluation.
 - 6. A teacher shall be entitled, upon request, to have an Association representative present at the conference.
- D. Areas of evaluation that administrators may use:
 - 1. Living up to the Master Contract Agreement.
 - 2. Meeting written directives as to time schedules for grades, attendance reports, written instructions from the building administrators.
- E. Before a probationary teacher is discharged for incompetency he/she shall have in writing.

1. Notice of his/her deficiency with reasonable specificity (by way of illustration and not limitation), the following are stipulated by the parties as having reasonable specificity:
 - i. Any individual charge held to have been valid for the dismissal of a tenure teacher by the State Tenure Commission,
 - ii. Any sub-topic listed in the teacher evaluation booklet.
 2. Reasonable specific suggestions for improvement. (It is acknowledged by the parties that because of the skilled and integrated nature of education, suggestions for improvement are useful for diagnosis of a problem; however, even if a teacher faithfully implements all suggestions, he/she still may be incompetent.)
 3. The monitoring that will occur and the date by which the deficiency must be corrected.
 4. The consequences of failure to correct the deficiency.
- F. Teachers will be informed that their signature on the evaluation means only that they have seen the evaluation results and shall not be interpreted to mean agreement with the content. (As per page 16B of the Teaching Evaluation Booklet adopted September, 1993.)

ARTICLE XIV Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directives adopted by the Board and its representatives, including teaching the required body of knowledge, identified as the core curriculum, which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Board recognizes that the Association supports professional behavior and dress. The parties recognize that willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or deficiencies shall be promptly reported to the offending teacher. The Association will attempt to assist the teacher in the correction.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. 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. In a conference between a teacher and an administrator that may lead to the discipline of that teacher, the above provisions are applicable.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance negotiations procedure hereinafter set forth. All

information forming the basis for disciplinary action will be made available to the teacher and the Association.

- E. A teacher shall receive a copy of any disciplinary action that is to be placed in his/her personnel file and may respond, in writing, within ten (10) school days from the receipt of such materials. A teacher shall be advised that written warnings and reprimands may be placed in the teacher's personnel file.

ARTICLE XV

Reduction in Personnel, Scheduling, Staffing and Annexation or Consolidation or Other Reorganization of the District

- A. In the event that this district shall be combined with one or more districts, the board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- B. No later than thirty (30) days following the ratification of this agreement, the Administration shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit. Part time teachers who teach 50% of the academic load or less will accrue seniority on a (50%) half-time basis. Full time teachers teaching more than 50% of the academic load will accrue seniority on a full time (100%) basis. All teachers shall be ranked on the list in the order of their effective date of employment as determined by the date the original, individual contract was signed. In the circumstances of more than one individual having the same effective date of employment, employment determination will be by alphabetical order, by surname on date of hire.
- C. The seniority list shall be published and posted in all buildings of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- D. All seniority is lost when employment is severed by resignation, retirement, and discharge for cause; however, seniority is retained if severance of employment is due to layoff. In the cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.
- E. Layoff shall be defined as necessary reduction in the work force beyond normal attrition due to decreased student enrollment or shortage of revenues.
- F. In the event of lay off due to decreased student enrollment or shortage of revenues, the Board will not lay off teachers having valid contracts during the school year. Layoffs will be effectuated at the start of the following new school year. Layoffs will be effectuated at the start of the following new school year. In cases where a teacher is to be laid off pursuant to a necessary reduction in work force, the Board will notify the Association President with potential layoffs by the first school day in April with notices to be mailed three school days later. Final layoff notices will be mailed by the first school day in June. A reasonable attempt shall be made to notify said teacher of layoff at least sixty (60) days prior to

the end of the current school year. The April notice may be waived for just cause in cases of unforeseen emergencies.

- G. Layoffs, when necessitated, shall be effectuated in the following manner. The administration shall develop, following consultation with the Association, the educational program for the forthcoming school year, identifying the staffing needs for each building including grade levels, subjects, special education, and the number and title of each position including traveling teachers.
- H. The Board of Education's approval of schedules shall be completed by the end of the third full week of March or the second regularly scheduled Board meeting of March, whichever comes last. (The approval date may be waived for just cause in cases of unforeseen emergencies). Copies of the Board approved schedules, for the forthcoming school year, will be copied to the Association President and posted in each building staff lounge within 48 hours of approval for not less than a period of seven (7) calendar days, to allow teachers to complete a staffing request form, presented to them by the AEA, stating their preference for reassignment.
- I. The Superintendent, building administrators, and Association will meet within seven (7) calendar days after the end of the scheduling posting period, for the purpose of conducting staffing. The following staffing procedures will be followed:
 - 1. Copies of the current seniority lists, building schedules without staff names, teacher certification/highly qualified lists and teacher staffing election forms are distributed to all parties. Any known discrepancies or questions are resolved prior to the beginning of the session. If someone has resigned or retired his/her name(s) is stricken from the seniority list. If someone needs to be added to the seniority list, his/her position on the list is determined prior to the assignment of positions.
 - 2. Beginning with the first name on the seniority list, the superintendent reads the names of staff members individually. If his/her current position exists, the principal indicates and his/her name is placed on the master schedule opposite the position he /she currently holds.
 - 3. If the current assignment has been changed or eliminated, the teacher's name is placed on a set aside list. This procedure continues until all the names on the seniority list have been cycled through once. Then names from the set aside list in order of seniority shall be read in order of seniority and teacher's choice shall be honored as requested on the teachers staffing request form and placed in an assignment on the master schedule in the following order of priority.
 - i. A vacant position with the same number of hours for which the teacher is qualified and certified. (The teacher may choose to be placed in a vacant position with a different number of hours, if available, for which s/he is qualified and certified; however, this choice will not forfeit any contractual layoff or recall rights of the teacher.)

- ii. A position with the same number of hours for which the teacher is qualified and certified and is occupied by the least senior bargaining unit member. His/her name would replace the name assigned and the new displaced teacher's name is placed on the set aside list. (The teacher may choose to be placed in a position with a different number of hours for which the teacher is qualified and certified and is occupied by the least senior bargaining unit member; however, this choice will forfeit any contractual layoff or recall rights of the teacher.)
 - iii. If a and b above are not available, the teacher's name remains on the set aside list to be revisited if a position is vacated due to a teacher's staffing request.
 - iv. Agreement between parties regarding the placement of the teacher is reached before moving to the next name on the list. If sufficient information is not available to determine staffing requests, up to 24 hours will be allowed to obtain the information.
 - v. If no position is available at the end of staffing session, the individual will then be laid off. Written notification in accordance with the timelines herein provided will be forwarded to the affected teacher and the Association. Any staff member who has submitted a request form for reassignment or transfer, will be afforded the opportunity to fill a vacant position for which he/she is qualified if s/he seniority allows.
4. Any staff member who has submitted a request form for reassignment or transfer, will be afforded the opportunity to fill a vacant position for which he/she is qualified if s/he seniority allows.

"Vacant position" is defined as a newly created position or a position vacated through request for reassignment, transfer, retirement, or resignation.

"Change" is defined as a current assignment in which the subjects or grade has been altered by more than 2/5th or hours have been reduced or added. A current position being moved to a different building, as long as grade level and subjects are maintained, does not constitute a change in assignment.

- J. Qualifications for placement in position shall be based on the valid state teaching certificate(s) or license(s) held by the affected teacher. In addition, accreditation standards under the State of Michigan, No Child Left Behind (NCLB) highly qualified status and/or North Central Association, must, if required, be met as follows:
1. A staff member who may be "grand parented" in her/his position pursuant to the accrediting agency or NCLB will be allowed to keep her/his current assignment.
 2. Pursuant to the accrediting agency, a faculty member who does not meet accreditation standards or NCLB, and/or is not "grand parented" and wishes to be considered for

another position must agree, in writing, during the staffing period, to become highly qualified pursuant to state law prior to filling the position the following school year (any incurred costs shall be borne by the teacher).

3. Failure to comply with the previous agreed upon course of study will be grounds for dismissal.
 4. The qualifications criteria contained in this section, if required, supersedes any other language to the contrary contained in this collective bargaining agreement.
 5. The Atherton School District will not be allowed to lose its legally required or district desired accreditation status.
- K. Teachers who are laid off or are on the recall list will be eligible for recall to a position for which they are certified for four (4) years.
- L. Laid off teachers shall be recalled to the first vacancy for which they are certified in reverse order of layoff. All laid off teachers shall be recalled immediately upon the resolution of any crisis, which may have precipitated the reduction in staff.
- M. A laid off teacher shall be considered laid off until reinstated in the district. Refusal of an offer from the Board of a (full-time or the same fraction of a full-time position held prior to the layoff) position for which the laid off teacher is certified, or failure to respond within fifteen (15) days of the receipt of a written offer of a position made by the Board shall be cause for termination and loss of all seniority of the Board's obligation to that teacher. The fifteen (15) days may be waived if there are less than twenty (20) days until the start of school; provided, however, in no case shall it be less than ten (10) days.
- N. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
- O. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.
- P. A laid off teacher may upon application be granted priority status on the district substitute teacher list.
- Q. A laid off teacher may continue health, dental, and life insurance benefits by paying monthly the normal subscriber group rate premium for such benefits by the Board.. The superintendent's office will then assist the teacher to get on direct billing.
- R. Both parties agree that first year probationary teachers may be terminated by either party upon thirty (30) day written notice to the other party.

ARTICLE XVI
No Strike Clause

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by our grievance procedures, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- B. The Association shall refrain from giving any aid, encouragement, or support of any sort to members who are violating the provisions of this section.

ARTICLE XVII
School Calendar

For the terms of this Agreement, school calendars shall be as set forth in Appendix A.

ARTICLE XVIII
Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All teachers shall be given a maximum of five (5) years credit on the Salary Schedule set forth in Appendix B for full years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. All teachers not at the top of the salary schedule and presently employed effective this salary contract date will be placed on the updated salary schedule. There shall be no retroactivity prior to effective contract date.
- C. A teacher's hourly rate is to be determined by dividing his/her annual regular salary by the number of days he/she is contracted divided by the number of hours for which he/she works per day.
- D. Teachers involved in voluntary extra duty assignments as set forth in Appendix B-1 which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation. (Floats shall not be assigned to a teacher.)
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance at current board rate. Teachers who are regularly assigned to work in more than one building are entitled to a stipend of \$100 per year,

to be paid at the end of the school year. Bargaining unit members who previously received mileage for traveling between buildings will continue to receive the mileage allowance.

- F. All teachers may elect to have their pay in twenty-one (21) or twenty-six (26) installments. After the first pay a teacher may not change their election of either the 21 or 26 pay installment.
- G. Once every school year during the September open enrollment period, each teacher will be give the choice of his/her check being directly deposited into any bank accounts or credit union accounts of his/her choice for that school year.

ARTICLE XIX
Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

- A. The Board shall provide group life insurance protection with an accidental Death and Disability rider to be paid to the teacher’s designated beneficiary in the amount of \$40,000.
- B. The Board will also provide long-term disability (66 2/3 salary after ninety (90) calendar days continuous absence, with maximum of \$3,000.00)
- C. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period commencing September 1st and ending August 31st.
- D. The Board agrees to provide without cost to each teacher MESSA Delta Dental Care Program including the cost neutral (free) Delta Preferred Option POS (point of service) for each member of the bargaining unit and their eligible dependents according to the following:

Plan C-01	All employees who are covered by an employer paid dental insurance plan with internal and external coordination of benefits.
Class I/II/III/IV	Ortho Max \$1300.00 50/50/50/50
Plan E-007	All other employees.
Class I/II/III/IV	Class III coverage shall have a maximum of \$1300.00 80/80/80/80 Ortho Max \$1300.00

The district will provide the DPO-POS to employees provided the cost remains neutral to the district.

- E. The Board shall provide without cost to the employee, the following insurance protection for a full twelve-month period (The only cost to the employee will be the deductibles and co-pays for prescriptions and office visits):

Health Insurance: The employee may elect single, 2 person or full family MESSA Choices II for the employee and his/her eligible dependents including sponsored dependents as defined by the carrier and its underwriter. Employees who elected Health Plus prior to September 1, 2005, can switch to MESSA Choices II but will not be permitted to return to Health Plus once they have elected to take MESSA Choices II per MESSA guidelines.

Beginning January 1, 2009, all employees on MESSA Choices II will be switched to MESSA Choices II (\$200/\$400 deductible, \$5 office visit, \$10Rx) plan. At this time, the district will discontinue payroll deductions of AEA members for health care premiums and cap formula.

For teachers who elect the board approved alternative health care provider, i.e., HMO, the board agrees to pay 50% of the difference between the current applicable monthly alternative health care provider premium and the current applicable monthly MESSA Choices II into a Board approved tax sheltered annuity provided the alternative health care premium is less than the MESSA premium.

SECTIONN 125 CASH OPTION

The Atherton Board of Education shall provide a cash option in lieu of health benefits (the "Cash Payment"). The Board shall develop and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code (the "Plan").

The amount of the Cash Payment received shall be applied by the bargaining unit member to a Tax-Deferred Annuity. The Cash Payment amount shall be \$180/month for the duration of this contract paid monthly into the Board approved carrier of the member's choice. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

The Board and the Employee shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to a Tax-Deferred Annuity.

The Plan will become effective October 1, 1996. Benefits currently being provided to bargaining unit member employees shall continue as contained in the Collective Bargaining Agreement, up to and after the effective date of the Plan. Should the parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan document shall be amended to reflect these changes.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

Until January 1, 2009, there will be a MESSA health premium rate increase formula as follows:

- 0% - 8% district pays full amount of increase
- over 8% - 12% share 50/50 amount of increase between employee and district
- over 12% - employee pays full amount of increase

For those teachers who are contributing an amount toward MESSA Super Care I because of the CAP formula, that contribution will be reduced by 50% effective September 1, 2005. The employee contribution formula and language is frozen with the implementation of MESSA Choices II on June 1, 2006.

- F. Vision Insurance: The Board will provide VSP III for all bargaining unit members and their dependents.
- G. New employees who work less than full time shall receive a pro-rata contribution towards the cost of fringe benefits. (For example an employee working .6 would receive a 60% subsidy towards the cost of insurance.) If an employee does not pay her/his portion of the benefit subsidy, the district shall not be obligated to pay its portion.

ARTICLE XX

Special and Student Teaching Assignments

- A. Assignments to fill vacancies for the Adult Education, Driver Education, Alternative Education, Summer School programs and coaching positions will be made by the Board of Education on the basis of preference to qualified bargaining unit members. Should the board decide to hire an individual outside the bargaining unit, its reason for not hiring the inside applicant shall not be arbitrary or capricious.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. (6:30 a.m. at the high school) to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Substitutes shall be paid for a regular teaching day the sum as per Appendix B. Teachers who do not call their principal at the above designated number and time shall be subject to a dock of half day (4 hours) following a warning and a reprimand for failure to do so.
- C. Supervisory teachers of student teachers shall be tenured teachers possessing academic preparation who voluntarily accept the assignment and they shall be known as "supervisory master teachers". The parties recognize that "supervisory master teachers" are not supervisory teachers under Public Act 379 of 1965.
- D. Supervisory Master Teachers shall work directly with the University Program Coordinator, assist in developing extensive opportunities for the intern teachers and student teacher to observe and practice the arts and skills of the profession.
- E. The Association agrees to accept intern teachers and student teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.

- F. The Board agrees to provide intern teachers and student teachers with a copy of the most recent accrediting report, texts, guides, building policies, and a copy of this Agreement to assist them during this period.
- G. Moneys appropriated to the school district for the intern teacher and the student teacher will be paid directly to the Master Teacher.
- H. The supervisory Master Teacher shall file a written report and evaluation with the University Coordinator and the Administration with a copy to the intern teacher or student teacher as the University requires.

ARTICLE XXI

Student Discipline and Teacher Protection

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of conduct and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher must use discretionary force and only when it is necessary to protect himself/herself from attack or to prevent injury to another student.
- C. Procedure for suspension of students from school shall be distributed to students, teachers and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted. Other measures, short of suspension, will first be exhausted.
- D. 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 his/her 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.
- E. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers no later than the first week of each school year. In the absence of a published school district policy, teachers shall be free to employ such means of corporal punishment as they shall in their discretion regard as reasonable.

ARTICLE XXII

Student Rights

- A. The education of all children shall be based on the precept that high-quality education is dependent upon providing for a stimulation of the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. To

accomplish this, the Board and the Association agree that the students of the district can expect:

1. A free and undistorted view of subject matter with varying points of view.
 2. The inclusion of all students regardless of race, color, creed or national origin in the opportunity to participate or benefit under any program not the granting of any discriminatory consideration or advantage.
 3. That all confidential information obtained in the course of professional service not be disclosed unless disclosure serves professional purposes or is required by law.
- B. No student shall be permanently excluded from attending school in the district for disciplinary reasons without advising the parents or guardians of the child for the reasons therefore and according a fair hearing if requested. At such hearing, the student may be represented by an attorney and may present evidence and examine or cross-examine witnesses. Before any permanent expulsion of a student, the approval of the superintendent shall be obtained.

ARTICLE XXIII

Professional Grievance Procedure

1. A “grievance” is a complaint that there is evidence of a violation misinterpretation or misapplication of provisions as stated in this agreement. No grievance exists if another form is chosen (i.e., Tenure Commission, MERC, EEOC, Civil Rights Commission, etc.)
 2. The “aggrieved person” is the person or persons making the complaint, or the Association.
 3. The term “teacher” includes any individual or group, who is a member of the bargaining unit covered by this contract, or the Association.
 4. A “party of interest” is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
 5. The term “days” shall mean school days except after the end of the school year in which case it shall mean week days.
- A. In the event that a teacher believes there is a basis for a grievance he/she shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative.
- B. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure through the Association on a form signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance

form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him/her.

- C. **PURPOSE:** The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the grievance, as filed. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration.
- D. **STRUCTURE: Levels of Grievance Procedure:**
1. Level One The principal of the respective school in which the grievant serves.
 2. Level Two Superintendent of Schools or designated representative.
 3. Level Three ... Board of Education or its designated agent.
 4. Level Four Arbitration
- E. **PROCEDURE:** The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1st, the time limits may be reduced in order to effect a solution prior to the end of the school year, or as soon thereafter as is practicable.

PROCEDURE OF GRIEVANCE STEPS:

1. Level One - A teacher with an alleged grievance shall file, in writing, a formal grievance form as provided by the Association to his/her respective principal or immediate supervisor. The aggrieved person may have representation of the Association present at the time of the grievance meeting, if so requested by the teacher.

The grievance must be instigated within ten (10) school days following the alleged violation of the Agreement.
2. Level Two - In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation, he/she may file the grievance with the superintendent of schools. The grievant shall have representation of the Association present at the grievance meeting. The aggrieved must process Level Two within five (5) school days after receiving disposition of Level One.
3. Level Three - If no agreement has been reached at Level Two or no decision rendered within ten (10) school days, the aggrieved person may refer the grievance to a committee of the Board of Education.

The aggrieved person shall file Level Three within five (5) school days after receiving disposition of Level Two.

4. Level Four - In the event the grievant is not satisfied with the decision rendered at Level Three, the Association may file for arbitration under the rules of the American Arbitration Association within 20 days.

The decision of the Arbitrator shall be binding on both parties. The Board and the Association shall not be permitted to assert in such arbitration on any grounds or to rely on any evidence not previously disclosed to the other party in writing.

Teachers who are parties to an arbitration hearing shall suffer no loss of pay or fringe benefits by virtue of their appearance at such a hearing.

5. Limitations of Arbitration:
 - i. The Arbitrator shall have no power to add or subtract from, disregard, alter or modify any terms of this agreement.
 - ii. The Arbitrator shall have no power to rule on any of the following:
 - a. The termination of services or failure to re-employ any probationary teacher, except for failure to follow the procedures outlined in Article XIII of this Agreement.

F. MISCELLANEOUS:

1. A grievance may be withdrawn at any level without prejudice or record. However if, in the judgment of the Association representative, the grievance affects a group of teachers, the Association may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at LEVEL ONE shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reasons of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the Superintendent and the Association, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.
7. The cost of the arbitrator shall be shared equally by the parties.

ARTICLE XXIV
Negotiation Procedures

- A. Representatives of the Board and the Association's committee will meet on one mutually agreed upon day each month prior to the regularly scheduled Board of Education meeting for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
- B. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed.
- C. Between April 1 and April 15, the parties shall initiate negotiations for the purpose of entering into a successor agreement for the forthcoming year.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- E. There shall be three signed copies of the final agreement for the purpose of record. One retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE XXV
School Improvement

District and building school improvement team representatives serve on a voluntary basis. Minimally, representation on the team shall be determined by P.A. 335. Teams establish their own ground rules and plans to implement P.A. 335 and school accreditation.

The board is committed to continuous in-service and professional staff development in support of the school improvement process. The board will establish funding for the school improvement teams.

As in the past, the Administration will send participants to in-service and other meetings during school time. The teacher(s) will continue to receive their regular pay rate and the Board of Education will hire necessary substitute teachers.

For approved activities beyond the regularly scheduled school day, the Atherton Board of Education will compensate teachers, including the chairperson, at the rate of \$18 per hour. If and when the rate of pay in ARTICLE V-I of the Master Agreement is increased, pay for this process shall be increased accordingly with that figure as a minimum. Payments are to be made at the end of each semester. Prior approval of the building administrator and accounting of time for reimbursement by the Principal's Office are required.

It must be understood that under no circumstances shall any comments or decisions in improvement meetings be construed as official union positions and nothing shall be construed to

change, amend, delete or substitute for any part of the Master Agreement. No decisions made shall change working conditions bargained, intent in bargaining or practices regarding implementation of same.

Any desired changes should be proposed in a special formal request to bargain forwarded to the Association President, agreed to by the Association's Bargaining Team, and ratified by the general membership.

ARTICLE XXVI MENTOR/MENTEE TEACHERS

1. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and perform the duties of a Master Teacher as specified in the code.
2. Each bargaining unit member in his/her first three or four years in the classroom shall be assigned a Mentor Teacher by the Administration with the consultation of the Association. Mentor Teachers shall be available to provide professional support, instruction, and guidance.

The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Because the purpose of the mentor/mentee match is to acclimate the mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not be a matter included in the evaluation of the mentor or mentee. However, nothing in this agreement is to be construed to limit the responsibility of Staff to meet legal obligations to report suspected criminal offenses and/or testify regarding inappropriate behavior by a fellow staff member.

3. The mentor teacher shall be knowledgeable in their content area, in educational best practice and in the district's instructional program. Mentors shall preferably have at least three years of teaching experience in Atherton and five years of total teaching experience. If an insufficient number of tenured members of the bargaining unit volunteer to be Mentor Teachers, the Board may assign a certified educator from outside the bargaining unit.
4. The Administration shall notify the Association when a Mentor Teacher is matched with a probationary teacher (Mentee).
5. The mentee shall be assigned to one (1) mentor teacher at a time.
6. A mentor teacher shall be assigned to only one (1) mentee at a time.
7. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher and mentee after ninety (90) working days. The appointment may be renewed in succeeding years. Mentorship is voluntary and may be discontinued at the option of either party. In the event that a change of mentors is necessary, a new person will be assigned as soon as practicable.

8. Suggested standards for release time for the mentor and the mentee will be the configuration of up to a half day per marking period for the first year, and up to a half day every semester for the 2nd and 3rd years. Requests for additional released time shall be submitted to building principal. It is also understood that time for discussions and feedback between Mentor Teacher and the probationary teacher will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates.
9. Professional development training required by law or regulation may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the probationary teacher and may require training beyond the contractual work day or work year.
10. The stipend will be paid to the Mentor for the Mentee as follows:

Year 1 of Mentee	\$300
Year 2 of Mentee	200
Year 3 of Mentee	100
Year 4 <u>if needed</u>	100

ARTICLE XXVII Miscellaneous Provisions

- A. The 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. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copy-written or sold by the district.
- C. If any provisions 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.
- D. Copies of this Agreement titled "Professional Agreement between the Atherton School District and Atherton Education Association" shall be printed at the expense of the Board within 30 days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish copies of the Master Agreement to the Association for its use.

E. If the Atherton Board of Education makes application or receives an application for a Charter/Academy School, the Board will provide timely notice to the Atherton Education Association.

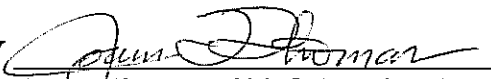
ARTICLE XXVIII
Duration of Agreement

This Agreement shall be effective and retroactive to September 1, 2007, and shall continue until the 31st day of August, 2010. The salary schedules attached to this document are for the 2007-2008 and 2008-2009 school years.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

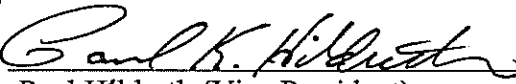
EDUCATION ASSOCIATION


BOARD OF EDUCATION

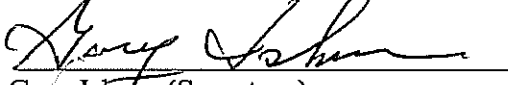
BY 
Joan Thomas (Chief Negotiator)


Bette Bigsby (President)

BY 
Laura Paige (MEA Uniserv-Director)

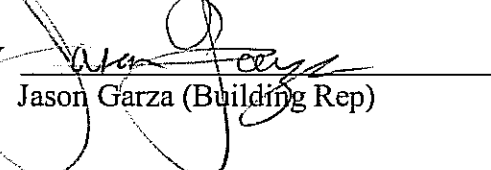

Paul Hildreth (Vice President)

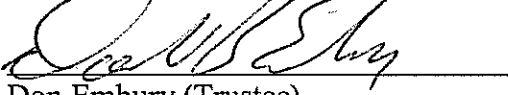
BY 
Stephanie Sudz (Building Rep)


Gary Igham (Secretary)

BY 
Karen Thoman (Building Rep)


Scott Hynes (Treasurer)

BY 
Jason Garza (Building Rep)


Don Embury (Trustee)


Cynthia Gentilini (Trustee)

William Zelenko (Trustee)

APPENDIX A
2007-2008, 2008-2009, 2009-2010 School Calendars Attached

When conditions not within the control of the Board, such as but not limited to, severe storms, fires, epidemics or health conditions, or an Employer directive results in 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 when school is closed due to unforeseen conditions not within the control of school authorities shall not be rescheduled except to the minimum required by law. Said make-up days shall be added consecutively to the end of the instructional year. Make up of instructional days shall be only as necessary for the school district to satisfy legal requirements on a building by building basis rather than district-wide basis as permitted by law. Bargaining unit members are required to work the make-up days, and shall not receive an increase in salary above the contracted amount. Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day except for additional per diem pay.

Atherton Community Schools
2007-2008 District Calendar

Student Days = 179
Teacher Days = 183

= Vacation Period, Holiday
 = Teachers-No Students
 = 1/2 day for Students (PD)

AUGUST					SEPTEMBER									
M	T	W	TH	F	M	T	W	TH	F					
					3	1/2	5	6	7					
					10	11	1/2	13	14					
20	21	22	23	24	17	18	19	20	21					
27	28	29	30	31	24	25	26	27	28					
OCTOBER					NOVEMBER					DECEMBER				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
1	2	1/2	4	5				1	2	3	4	1/2	6	7
8	9	10	11	12	5	6	1/2	8	9	10	11	12	13	14
15	16	17	18	19	12	13	14	15	16	17	18	19	20	21
22	23	24	25	26	19	20	21	22	23	24	25	26	27	28
29	30	31			26	27	28	29	30	31				
JANUARY					FEBRUARY					MARCH				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
	1	2	3	4					1	3	4	5	6	7
7	8	1/2	10	11	4	5	1/2	7	8	10	11	12	13	14
14	15	16	17	18	11	12	13	14	15	17	18	19	20	21
21	22	23	24	25	18	19	20	21	22	24	25	26	27	28
28	29	30	31		25	26	27	28	29	31				
APRIL					MAY					JUNE				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
	1	2	3	4				1	2	2	3	4	5	6
7	8	9	10	11	5	6	1/2	8	9	9	10	11	1/2	13
14	15	16	17	18	12	13	14	15	16					
21	22	23	24	25	19	20	21	22	23					
28	29	30			26	27	28	29	30					

Special Dates for the 2007-2008 School Year

<p>8/30/2007 8/31/2007 to 9/3/2007 9/4/2007 11/21/2007 to 11/23/2007 12/21/2007 to 1/1/2008 1/2/2008 1/21/2008 1/28/2008 2/15/2008 to 2/18/2008 3/11/2008 3/21/2008 to 3/24/2008 3/31/2008 to 4/4/2008 5/26/2008 6/12/2008 6/13/2008</p>	<p>First Teacher Day Labor Day Break First Student Day, 1/2 Day Students Thanksgiving Break Christmas Break Return to School Martin Luther King Jr. Day Records Day, No Students President's Day Break Teacher PD, No Students Except Juniors Easter Break Spring Break Memorial Day Last Student Day, 1/2 Day Students Last Teacher Day</p>
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Atherton Community Schools 2008-2009 District Calendar

Student Days = 176 Teacher Days = 183 = Vacation Period, Holiday = Teachers-No Students 1/2 = 1/2 day for Students (PD)	AUGUST M T W TH F 18 19 20 21 22 25 26 27 28 29	SEPTEMBER M T W TH F 1 1/2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30
OCTOBER M T W TH F 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	NOVEMBER M T W TH F 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28	DECEMBER M T W TH F 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30 31
JANUARY M T W TH F 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	FEBRUARY M T W TH F 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27	MARCH M T W TH F 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31
APRIL M T W TH F 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	MAY M T W TH F 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	JUNE M T W TH F 1 2 3 4 5 8 9 10 1/2 12

Special Dates for the 2008-2009 School Year

8/28/2008
 8/29/2008 to 9/1/2008
 9/2/2008
 11/26/2008 to 11/28/2008
 12/22/2008 to 1/2/2009
 1/5/2009
 1/19/2009
 1/26/2009
 2/13/2009 to 2/16/2009
 4/6/2009 to 4/10/2009
 5/25/2009
 6/11/2009
 6/12/2009

First Teacher Day
 Labor Day Break
 First Student Day, 1/2 Day Students
 Thanksgiving Break
 Christmas Break
 Return to School
 Martin Luther King Jr. Day
 Records Day, No Students
 President's Day Break
 Spring Break
 Memorial Day
 Last Student Day, 1/2 Day Students
 Last Teacher Day

HS - 1/21, 1/22, 1/23, 6/9, 6/10, 6/11 - Half days for semester exams

MS&VY - 1 half day fall 08 & spring 09 to balance extra PT conferences. TBD by bldg. improvement committee and principal.

2009/2010 Calendar will be determined during the 2008/2009 school year.

Appendix B
2007-2008 SALARY SCHEDULE

- A. This salary schedule shall remain in force for the 2007-2008 school year.
- B. Half years of service (not consecutive) in the Atherton system shall be cumulative to full years on the salary schedule.
- C. A maximum of five (5) years of experience in school systems other than the Atherton system will be applied in determining a teacher’s salary.
- D. Recalled teachers will be granted up to 5 years outside experience plus any teacher experience at Atherton at the point of recall for the purposes of the salary schedule.

<i>Teachers</i>					
Years		BA	BA+15	BA+30/MA	MA+15
Experience	Step	4	4.5	5	5.5
0	1.00	33,536	35,298	37,150	39,101
1	2.00	35,298	37,150	39,101	41,152
2	3.00	37,150	39,101	41,152	43,313
3	4.00	39,101	41,152	43,313	45,589
4	5.00	41,152	43,313	45,589	47,981
5	6.00	43,313	45,589	47,981	50,500
6	7.00	45,589	47,981	50,500	53,151
7	8.00	47,981	50,500	53,151	55,943
8	9.00	50,500	53,151	55,943	58,878
9	10.00	53,151	55,943	58,878	61,970
10	11.00	55,943	58,878	61,970	65,224

*Note: 1% on schedule raise for all staff.

*Note: Schedule B was not retroactive for the 07/08 school year.

Professional Development Incentive

Beginning with the 11th year of seniority within the district, teachers are eligible to receive annually a maximum of \$600 to attend two pre-approved workshops at \$300 for each workshop. Beginning with the 15th year of seniority, teachers are eligible to receive annually a maximum of \$800 to attend two pre-approved workshops at \$400 for each workshop. The Board will pay the registration fees. The class must be successfully completed and must not be taken during school time. The teacher will be required to review workshop(s) material(s) with the building principal and discuss possible implementation prior to the stipend approval. Payment for attending the workshop will be made at the end of the semester in which the class was taken if the appropriate documentation has been submitted. Any decision regarding the approval of such workshops shall be neither arbitrary nor capricious.

Longevity Pay

Beginning with the 20th year of seniority, teachers will receive an annual \$1,000 longevity payment payable on the first payroll check issued each December. Beginning with the 25th year of seniority, teachers will receive an annual \$1,200 longevity payment payable on the first payroll check issued each December.

- An additional 15 hours after the Bachelor degree has been received will add a second educational step to the salary schedule.
- An additional 30 semester hours after the Bachelor degree has been received or a Master degree will add a third educational step to the salary schedule.
- An additional 15 semester hours received after the Master degree has been received will be the fourth educational step to the salary schedule.

2008-2009 SALARY SCHEDULE

- A. This salary schedule shall remain in force for the 2007-2008 school year.
- B. Half years of service (not consecutive) in the Atherton system shall be cumulative to full years on the salary schedule.
- C. A maximum of five (5) years of experience in school systems other than the Atherton system will be applied in determining a teacher’s salary.
- D. Recalled teachers will be granted up to 5 years outside experience plus any teacher experience at Atherton at the point of recall for the purposes of the salary schedule.

Teachers					
Years		BA	BA+15	BA+30/MA	MA+15
Experience	Step	4	4.5	5	5.5
0	1	34,039	35,828	37,707	39,688
1	2	35,828	37,707	39,688	41,770
2	3	37,707	39,688	41,770	43,963
3	4	39,688	41,770	43,963	46,273
4	5	41,770	43,963	46,273	48,701
5	6	43,963	46,273	48,701	51,258
6	7	46,273	48,701	51,258	53,949
7	8	48,701	51,258	53,949	56,782
8	9	51,258	53,949	56,782	59,761
9	10	53,949	56,782	59,761	62,899
10	11	56,782	59,761	62,899	66,202

*Note: 1.5% on schedule;
 2% if FTE is at least 990 (blended count)
 2.5% if FTE is at least 995 (blended count)

Percentage raise is based on February and September official audited numbers. These audits are received by the district up to 7 or 8 months later. Any additional wage increase will be administered upon receipt of the official audits.

Blended count for 08/09 = (.25 x Feb 08’ count + .75 x Sept 08’ count)

Professional Development Incentive

Beginning with the 11th year of seniority within the district, teachers are eligible to receive annually a maximum of \$600 to attend two pre-approved workshops at \$300 for each workshop. Beginning with the 15th year of seniority, teachers are eligible to receive annually a maximum of \$800 to attend two pre-approved workshops at \$400 for each workshop. The Board will pay the registration fees. The class must be successfully completed and must not be taken during school time. The teacher will be required to review workshop(s) material(s) with the building principal and discuss possible implementation prior to the stipend approval. Payment for attending the workshop will be made at the end of the semester in which the class was taken if the appropriate documentation has been submitted. Any decision regarding the approval of such workshops shall be neither arbitrary nor capricious.

Longevity Pay

Beginning with the 20th year of seniority, teachers will receive an annual \$1,000 longevity payment payable on the first payroll check issued each December. Beginning with the 25th year of seniority, teachers will receive an annual \$1,200 longevity payment payable on the first payroll check issued each December.

- An additional 15 hours after the Bachelor degree has been received will add a second educational step to the salary schedule.
- An additional 30 semester hours after the Bachelor degree has been received or a Master degree will add a third educational step to the salary schedule.
- An additional 15 semester hours received after the Master degree has been received will be the fourth educational step to the salary schedule.

2009-2010 SALARY SCHEDULE

- A. This salary schedule shall remain in force for the 2007-2008 school year.
- B. Half years of service (not consecutive) in the Atherton system shall be cumulative to full years on the salary schedule.
- C. A maximum of five (5) years of experience in school systems other than the Atherton system will be applied in determining a teacher's salary.
- D. Recalled teachers will be granted up to 5 years outside experience plus any teacher experience at Atherton at the point of recall for the purposes of the salary schedule.

<i>Teachers</i>					
Years		BA	BA+15	BA+30/MA	MA+15
Experience	Step	4	4.5	5	5.5
0	1.00	34,550	36,365	38,273	40,283
1	2.00	36,365	38,273	40,283	42,396
2	3.00	38,273	40,283	42,396	44,622
3	4.00	40,283	42,396	44,622	46,967
4	5.00	42,396	44,622	46,967	49,431
5	6.00	44,622	46,967	49,431	52,026
6	7.00	46,967	49,431	52,026	54,758
7	8.00	49,431	52,026	54,758	57,634
8	9.00	52,026	54,758	57,634	60,658
9	10.00	54,758	57,634	60,658	63,843
10	11.00	57,634	60,658	63,843	67,195

*Note: 2009-2010 Salary Schedule will be determined as follows

1.5% on schedule;

2% if FTE is at least 990 (blended count);

2.5% if FTE is at least 995 (blended count)

Percentage raise is based on February and September official audited numbers. These audits are received by the district up to 7 or 8 months later. Any additional wage increase will be administered upon receipt of the official audits.

Blended count for 09/10 = (.25 x Feb 09' count + .75 x Sept 10' count)

Professional Development Incentive

Beginning with the 11th year of seniority within the district, teachers are eligible to receive annually a maximum of \$600 to attend two pre-approved workshops at \$300 for each workshop. Beginning with the 15th year of seniority, teachers are eligible to receive annually a maximum of \$800 to attend two pre-approved workshops at \$400 for each workshop. The Board will pay the registration fees. The class must be successfully completed and must not be taken during school time. The teacher will be required to review workshop(s) material(s) with the building principal and discuss possible implementation prior to the stipend approval. Payment for attending the workshop will be made at the end of the semester in which the class was taken if the appropriate documentation has been submitted. Any decision regarding the approval of such workshops shall be neither arbitrary nor capricious.

Longevity Pay

Beginning with the 20th year of seniority, teachers will receive an annual \$1,000 longevity payment payable on the first payroll check issued each December. Beginning with the 25th year of seniority, teachers will receive an annual \$1,200 longevity payment payable on the first payroll check issued each December.

- An additional 15 hours after the Bachelor degree has been received will add a second

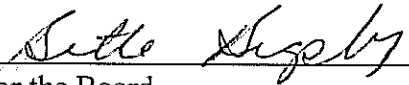
educational step to the salary schedule.

- An additional 30 semester hours after the Bachelor degree has been received or a Master degree will add a third educational step to the salary schedule.
- An additional 15 semester hours received after the Master degree has been received will be the fourth educational step to the salary schedule.

LETTER OF UNDERSTANDING
Family and Medical Leave Act (1993)
1993-1996 - Collective Bargaining Agreement

The parties recognize the implementation of the Family and Medical Leave Act effective August 5, 1993 and will comply with the terms of the Act. It is understood that the incorporation of this section in the Agreement to recognize and comply with the Act is to supplement the terms of this Agreement and its benefits and in no way will be used to subtract any benefits from the terms of the agreement. An arbitrator is limited to the interpretation of the contract language only.

Date



For the Board

12 / 17 / 08
Date



For the Association

APPENDIX B-1
 ATHERTON BOARD OF EDUCATION PAYROLL INFORMATION
 Extra Work and Sports Schedule

Qualified members of the teaching faculty will be given preference to open Schedule B positions. In the event that the teaching faculty member is found not to be qualified for the open position, the Superintendent will notify the teacher.

	<u>% of Base</u>
I. Continuous Pay as part of regular yearly pay and/or special programs:	
1. Choir (4-12)	10%
2. Elementary Choir	2%
3. Band (5-12)	12%
4. Yearbook (Sr/Ms)	2%
5. Newspaper (Sr/Ms)	2%
6. Audio-Visual – High School	2%
7. Audio-Visual – Middle School	2%
8. Co-op (all co-op) 1/6 of contract when a 7-hour day is necessary	
9. Special Education @ \$500 each (If employed prior to 9/1/73)	
10. Driver Training (per student state reimbursement)	
11. Summer School Teachers (Adult Education hourly rate)	
12. GenNet Teachers will be provided \$18/hr. for pre approved after school meetings and provided their regular wages and a substitute teacher for their classroom for any school meetings held during the school day.	
II. To Be Paid At The End of Each Sport's Season	
1. Assistant Varsity Football	8%
2. Assistant Varsity Football	8%
3. Varsity Football	13%
4. Junior Varsity Football	8%
5. Assistant Junior Varsity Football	7%
6. Head Freshman Football	6%
7. Assistant Freshman Football	5.5 %
8. Middle School Head Football	5%
9. Assistant Middle School Football	5%
10. Cross Country	8%
11. 7 th Grade girls basketball	5%
12. 7 th Grade boys basketball	5%
13. 8 th Grade girls basketball	5%
14. 8 th Grade boys basketball	5%

15.	Golf	6%
16.	Varsity girls basketball	13%
17.	Junior varsity girls basketball	8%
18.	Varsity boys basketball	13%
19.	Junior Varsity boys basketball	8%
20.	Assistant basketball	6%
21.	Freshman basketball	6%
22.	Wrestling	12%
23.	Assistant wrestling	6%
24.	Varsity volleyball	13%
25.	Junior varsity volleyball	8%
26.	7 th grade volleyball	5%
27.	8 th grade volleyball	5%
28.	Varsity baseball	8%
29.	Junior varsity baseball	6%
30.	High School Track	9.5%
31.	Assistant High School Track	5.5%
32.	Varsity Softball	8%
33.	Junior Varsity Softball	6%
34.	Middle School Softball	4%
35.	Middle School Baseball	4%
36.	Middle School Track. Boys and Girls Combined	4%
37.	Varsity Tennis	8%
38.	Middle School Boys Track	4%
39.	Middle School Girls Track	4%
III. To Be Paid In The Spring		
1.	Senior High Cheerleaders	5%
2.	Middle School Cheerleaders	3%
3.	National Honor Society (Sr./Ms.)	2%
4.	Senior Class Sponsor	2%
5.	Junior Class Sponsor	4%
6.	Sophomore Class Sponsor	2%
7.	Freshman Class Sponsor	2%
8.	Student Council (Sr./Ms.)	3%
IV. To Be Paid After Final Program		
1.	Director, High School Play	4%
2.	Director of Choral Musical	2%
3.	Director, Middle School Play	4%
4.	Director, Talent Show H.S.	2%
5.	Director, Talent Show M.S.	2%
6.	Quiz Bowl – H.S.	4%
7.	Quiz Bowl – M.S.	3%
8.	Academic Games – M.S.	4%
9.	Newspaper (summer)	1%
10.	Yearbook (summer)	1%
11.	Spelling Bee	1%

12.	5/6 Book Bowl	3%
13.	7/8 Book Bowl	3%
14.	Science Fair	1%
15.	Chess Club Middle School	2%
16.	SADD – High School	2%
17.	SADD – Middle School	2%
18.	Captain’s Club – H.S.	2%
19.	School Improvement Chairperson-H.S.*	3%
20.	School Improvement Chairperson-M.S.*	3%
21.	School Improvement Chairperson-V.Y.*	3%
22.	Close – Up Sponsor	1%

* including \$18/hr. pursuant to Article XXV, School Improvement.

**Letter of Understanding
 Between the
 Atherton Community School Board of Education
 And the
 Atherton Education Association**

The parties stated above have agreed to the following provisions regarding the Elementary & Secondary Education Act (ESEA) No Child Left Behind Act of 2001:

Without notice to the Association, the Board shall take no action to comply with the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq., that affects any bargaining unit members.

When further information is available from the State, Michigan Department of Education or the U.S. Department of Education regarding the ESEA, both parties reserve the right to bring forth additional proposals to negotiate during the life of this Agreement.

1/12/09
 Date

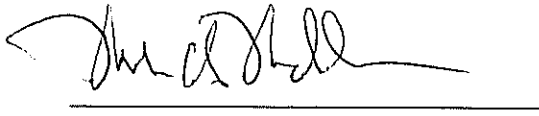
Scott Sogby
 For the Board

1/8/09
 Date

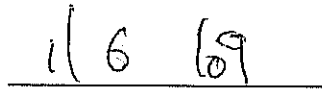
Paul Roman
 For the Association

Letter of Understanding
between the
Atherton Education Association
and the
Atherton Board of Education


Representatives of the AEA and the District agree that the District will investigate options and costs for two-way communications in teacher classrooms.



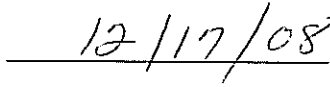
For the District



Date



For the AEA

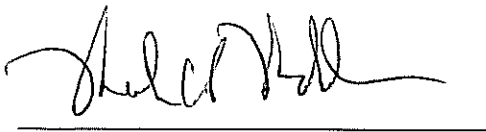


Date

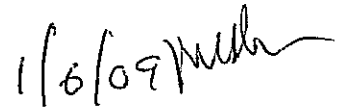
October 1, 2008

Letter of Understanding
between the
Atherton Education Association
and the
Atherton Board of Education

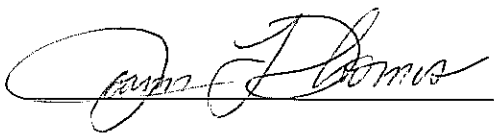
The 2009-10 school calendar will be developed after bargaining representatives of the AEA and the Board jointly participate in an on-site visit during the 2008-09 school year to a school district, such as Grand Haven, that provides academic seminars and teacher collaborations as part of the teacher's daily work schedule.



For the District

~~1/9/06~~ 1/6/09 

Date



For the AEA

12/17/08

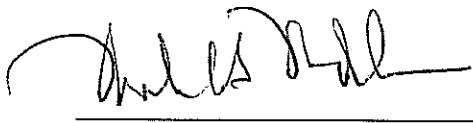
Date

October 1, 2008

Letter of Understanding
between the
Atherton Education Association
and the
Atherton Board of Education

Re: PCMI Subcontracting

The parties agree that the District shall continue contracting "Schedule B" coaching services for the duration of the 2008-2009 school year. Commencing July 1, 2009 all "Schedule B" positions shall be employed directly by Atherton Community Schools.



For the District

1/6/09

Date



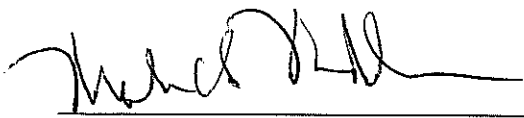
For the AEA

12/17/08

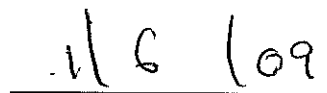
Date

Letter of Understanding
between the
Atherton Education Association
and the
Atherton Board of Education

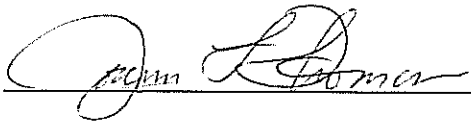
Representatives of the AEA and the district will establish a sub-committee and will meet in September 2008 to review and revise the teacher evaluation instrument. The AEA and the district will determine an appropriate date of implementation of the new evaluation tool after it has been ratified by the parties.



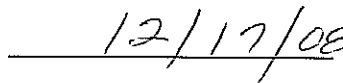
For the District



Date



For the AEA



Date

October 1, 2008

**ATHERTON COMMUNITY SCHOOL DISTRICT
EARLY SEVERANCE INCENTIVE PLAN FOR ATHERTON
EDUCATION ASSOCIATION BARGAINING UNIT MEMBERS**

LETTER OF UNDERSTANDING

The Board of Education of the **Atherton Community School District** (the "District") and the **Atherton Education Association** (the "Association") agree that the District is authorized to hereby make the following early severance incentive plan (the "Plan") available to eligible employees who are members of the bargaining unit represented by the Association.

1. **Eligibility.** To be eligible for severance incentive benefits all of the following conditions must be satisfied:
 - a. The eligible employees must be scheduled to be at the 10th or 11th Step of the AEA pay scale, as defined by the parties' current collective bargaining agreement, at the beginning of 2009-10 school year.
 - b. The eligible employees desiring to resign under this Plan must submit letters of resignation by January 23, 2009. The employees must resign effective June 30, 2009. The resignation from employment must be set forth in writing upon the *Election Form* provided for that purpose. The written resignation from employment upon the *Election Form* shall be accompanied by an executed *Early Severance Incentive Plan Agreement and Release*. A copy of the *Election Form* and the *Early Severance Incentive Plan Agreement and Release* are attached hereto and incorporated herein by reference.
 - c. The executed *Election Form* and executed *Early Severance Incentive Plan Agreement and Release* must be provided to the District (delivered to and time stamped by the Superintendent's office) no later than 12:00 noon, January 23, 2009.
2. **Conditions for Plan to be Effective.** This Plan will be in effect for employees retiring June 30, 2009 and will require a minimum of six (6) eligible employees to implement. If less than six (6) eligible employees participate, the District reserves the right to cancel the Plan.
3. **Incentive Benefits.** District shall provide those eligible employees who resign in accordance with this Plan with the following severance incentive benefits:
 - a. For eligible employees who resign effective June 30, 2009, an incentive payment of forty-thousand dollars (\$40,000) will be made. The forty-thousand dollar (\$40,000) incentive will be paid in June

of each year in four (4) equal installments of ten thousand dollars (\$10,000) for four (4) consecutive years to be placed in a designated 403(b) account, administered by MEA Financial Services,¹ for each eligible teacher. The first payment is to be distributed on June 15, 2009; the second payment is to be distributed on June 30, 2010; the third payment is to be distributed on June 30, 2011; and the fourth payment is to be distributed on June 30, 2012.²

- 4. **Coaching Positions.** The Plan shall not preclude eligible employees participating in the Plan from applying for any Schedule B, athletic coaching positions, with the District. It is acknowledged, however, that upon resignation from employment under this Plan, any Plan participant shall be considered a non-faculty coach and will not be considered a member of the Association or subject to the Association's collective bargaining agreement.
- 5. **Death and Disability.** If an eligible employee has filed a written election to participate in the Plan and then he/she dies, the employee's beneficiary shall receive benefits on the same schedule that would have applied had the employee survived until the agreed separation date under the Plan. If an eligible employee has filed a written election to participate in the Plan and then he/she becomes disabled (so that in the opinion of a physician acceptable to the district, the employee will be able to return to full-time work prior to the agreed separation date) then the employee shall receive severance benefits on the same schedule that would have applied had he/she continued to work until the agreed separation date under the Plan. An employee who becomes disabled after filing an election to participate in the Plan will not be able to revoke that election after the close of the window period of election and seven day revocation period have passed.
- 6. **Term of Plan.** This Plan shall be effective as of the date approved by the District and Association. After January 23, 2009, there will be no opportunity to add employees to the Plan. Nothing in this Plan shall be construed to imply that it or any other plan will be continued or offered in the future.
- 7. **Healthcare Benefits.** The current MESSA healthcare benefits will continue to be effective until August 31, 2009.
- 8. **No Guarantee of Future Plans:** It is acknowledged that, although the District does not presently intend to offer this Plan or other plans in future years, all rights to consider, adopt, and/or implement a plan of this type, or similar in nature to this plan, are expressly reserved to the District.

Board of Education of the Atherton Community School District

Atherton Education Association/ MEA/NEA

By: *Sette Agostini*

By: *James J. Roman*

Its: *President*

Its: *Chief Negotiator*

Date: *12/22/08*

Date: *12/17/08*

¹ The selection of MEA Financial Services through the bargaining process in no way constitutes an endorsement of MEA Financial Services by the District and the Employees are advised to consult with the advisor of their choosing regarding the tax consequences of the plan.

² Participants electing the severance incentive will waive any "sick day payout" under Article IX, Leave Pay, of the parties current collective bargaining agreement.