



**Tri-County Bargaining
Association
and
Elkton-Pigeon-Bay Port
Laker Schools**

Master Agreement

**Laker Board of
Education**

July 1, 2006 - June 30, 2009

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This Agreement entered into the 12th day of March, 2006, by and between the Laker School District, Pigeon, Michigan, hereinafter called the "Board" and the Tri-County Bargaining Association, MEA/NEA, hereinafter called the "Association".

WITNESSETH: Whereas, the Board and the Association recognize and declare that providing a quality education for the children of the Laker School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly interested in assisting in the formulation of 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 declare 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 agrees to recognize the Association as the exclusive bargaining representative for professional teaching personnel and related professional support personnel regularly employed, but excluding all supervisory, executive, management, office clerical, custodial, food service, bus driving, director of counseling, athletic director, and all others. Substitutes are also excluded unless they work 100 or more consecutive days for the same teacher. The term teacher, when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the bargaining or negotiation unit as defined above, and any reference to male teachers shall include females.
- B. The Board agrees to not negotiate with any teachers' organization other than the Association for the duration of this agreement.

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, 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 negotiation or bargaining and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws 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 Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to those terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher the rights he may have under the Michigan General School Laws or other applicable laws.
- C. The Association and its duly authorized representatives, and respective affiliates, shall be permitted to hold meetings and transact official Association business on school property at all times, with the permission of the Building Principal, provided that this shall not interfere with or interrupt normal school operation. When a special custodial service is required, the Board may make a reasonable charge thereof. No charge shall be made for the use of school rooms.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at all times, when such equipment is not otherwise in use and with the agreement of the administration.
- E. The Association shall have the right to post notices of its activities and matters of association concern on teacher bulletin boards, at least one of which shall be provided in each building. The Association shall be a daily stop on the Board's regularly scheduled intra-school mail service. The Association may use the district mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off the school premises.

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- F. The Board agrees to make available to the Association information to which it is legally entitled, such as, but not limited to annual financial reports and audits, register of certified personnel, minutes of Board meetings, treasurer's reports, census and membership data, list of teaching staff, and information which may be necessary to process any grievance.
 - G. At the written request of the Association, the Board shall grant the representatives of the Association an opportunity to discuss the district's financial condition and/or educational policy with a representative of the Board.
 - H. The parties hereby pledge to abide by the applicable Civil Rights Laws although they are not part of this agreement.
 - I. The parties agree not to discriminate against any teacher due to race, creed, religion, color, age, sex, marital status, or place of residence.
 - J. The private and personal life of a teacher shall not be within the appropriate concern or attention of the Board. However, in the event that a teacher convicted on moral charges or convicted of using, pushing or possessing drugs not prescribed by a physician and these convictions occurring while under the employ of the Elkton-Pigeon-Bay Port Board of Education, such teacher shall be subject to dismissal without recourse of the grievance procedures.

ARTICLE III - RIGHTS OF THE BOARD

- A. The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the School district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement.
- B. Nothing contained here should 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, except as agreed upon in this agreement.

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 Professional dues in the Association which sum shall be

established by the Association. Such authorization shall continue to be in effect June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct dues from the salary check of the teacher as agreed upon by the Association and the Board. Any teacher who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking any leave of absence or sick leave provided for in this contract.

- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of his teaching duties, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the Professional Dues of the Association, provided, however; that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph A. 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, the Board may 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.
- C. The procedure in all cases of discharge of 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) calendar days for compliance, and shall further advise the recipient that a request for discharge may be filed with the board in the event that compliance is not effected. A copy of this notice shall be given to the Superintendent, or in his/her absence, to the Superintendent's Office, within ten (10) calendar days of mailing to the teacher who is in non-compliance.
 2. If the teacher fails to comply, the Association may file charges in writing with the Board within fifty (50) days of the notice that has been filed with the Superintendent and shall request termination of employment of the teacher in non-compliance. 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 Fees.
- D. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees to turn said sums over to the local Association within five (5) calendar days of such deduction.
- E. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents.
 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 3. The Association has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- F. This article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- G. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, united fund,

insurance programs, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE V - TEACHING HOURS

- A. The normal teacher duty day shall be a maximum of seven and one half (7 1/2) hours. All teachers shall be on duty at least fifteen (15) minutes prior to the start of school. 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 on Fridays or on days preceding holidays or vacations, the teacher's day shall end fifteen (15) minutes earlier than normal.
- B. The normal teaching load in the Junior High and High School will be 30 teaching periods and five unassigned preparation periods not to exceed 30 teaching periods per week. Assignment to a supervised study period shall be considered a teaching period for the purpose of this Article. All efforts will be made to keep the number of academic preparations for a teacher in the Junior High or High School to not exceed a maximum of four (4) per semester. All Junior High and High School teachers shall be entitled to a thirty (30) minute uninterrupted lunch period which is duty free.
- C. The normal teaching load in the elementary school will be twenty-five (25) teaching hours, not to exceed twenty-five (25) hours of pupil contact per week. All elementary teachers shall be entitled to a thirty (30) minute uninterrupted lunch period which is duty free. Elementary teachers shall be provided at least five (5) hours of preparation time per week; excluded from this preparation time is pupil supervision time, lunch and instruction time. Elementary teachers will be provided two fifteen (15) minute relief periods each day. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. The teacher does not have to remain in the classroom where instruction is being provided by a specialist.
- D. If a teacher shall teach more than the normal class periods as set forth in this article he shall receive additional compensation at one (1) times his hourly rate for teaching period in excess of such norms.

EXAMPLE:

one (1) x annual salary
Number of hours taught per year based on
number of work days in school calendar.

- E. If a teacher is absent from his duties and with administrative approval another teacher takes on the added assignment of his grade or class in addition to his normal teaching load, compensation should be made if the absentee loses pay or sick leave at the following rates:

2006-2009 B-1 hourly rate

- F. High school students will not be permitted to conduct any class without a supervising teacher being present in the classroom.
- G. A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary. The Association agrees to reimburse the Board for the cost of substitutes for teachers released under this provision. H. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation the matter may be processed through the professional grievance procedure hereinafter set forth.
- I. Teachers of music, art, physical education and laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided relief and preparation time to the same extent as other teachers in the District.
- J. Both parties understand that it may be necessary to add time in the form of minutes, hours, or days in order to comply with state law as it pertains to full state aid.

The parties agree to meet before August 1 each year of this Agreement to formulate a school day schedule and calendar to be in compliance with minimum state law and to be eligible for full state aid. If the parties cannot agree, the Board of Education shall have the authority to impose such school day schedule and calendar.

- K. Beginning with the 1997-98 school year, the elementary teaching staff will increase their student instruction time by fifteen (15) minutes per day. If this requirement of 1,047 hours is removed by state action, the 15 minutes will be removed.

ARTICLE VI - SPECIAL STUDENT PROGRAM

The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instruction program and place extraordinary and unfair demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom. Where special children are placed in regular classrooms, the numbers of regular children will be equalized between classrooms by grade and the numbers of special children will be equally distributed between classrooms. Teachers may request a variation from these parameters.

ARTICLE VII - TEACHING CONDITIONS

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 teacher's energy is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered to meet the following optimum standards except in traditional large group instruction or experimental classes where the Association has agreed in writing to the suggested class sizes.

SUGGESTED CLASS SIZE

1. Elementary

K through 2nd -----	26
3rd through 5th -----	27

2. Junior High School

Sixth Grade -----	28
Seventh Grade -----	28
Eighth Grade -----	28

3. High School

Homemaking -----	20
Industrial Arts -----	25
Vocational Shops---Per State Guidelines	
English -----	25
Social Sciences -----	25
General Education -----	25

Mathematics -----	25
Science-----	25
Language -----	25
Business -----	25
Art -----	25
Hygiene -----	25
Typing -----	30
Drafting -----	30
Music -----	40
Physical Education -----	45
Band -----	Open
Vocal -----	Open

4. Special Education

All Special Education courses will follow the State guidelines.

5. In the event that a given class exceeds thirty-five (35) students or if a combination class (two grades combined) exceeds thirty-two (32) students, the Board agrees to employ a full time aide in that particular room.
6. Beginning the 1981-82 school year in grades kindergarten through sixth, no class will exceed 34 students except for music and physical education.

B. Enrollments in grades Kindergarten through fifth shall be leveled throughout the District in accordance with this section no later than the fifth day of classes in the fall.

1. If none of the classes at the same grade level exceeds the suggested class size, volunteer families with children in the affected grades will be sought if the disparity between the largest and smallest class is greater than 10 students.
2. If one class at a grade level exceeds the suggested class size listed above, the disparity shall not be greater than 6 students.
3. A committee of Board and Association representatives shall meet yearly to discuss class sizes. Volunteer families with children in affected grades will be sought and the most agreeable and workable solution(s) will be prioritized.

C. In Kindergarten no morning and afternoon section in the same room shall have a disparity of more than ten (10) students.

- D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- E. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of the recognition, the Board shall provide a teacher reference library in each school in the District and include therein all texts which are reasonably requested by the teachers of that school.
- F. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities to aid teachers in the preparation of instructional materials.
- G. The Board shall provide:
1. A separate desk for each teacher in the District with a lockable drawer space.
 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 3. Adequate chalkboard space in every classroom.
 4. Copies, exclusively for teacher's use, of all texts used in each course he is to teach.
 5. An abridged (desk) dictionary in every classroom.
 6. Adequate storage space in each classroom for instructional materials.
 7. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibilities.
- H. To relieve teachers of cafeteria and hall duty the Board agrees to engage the necessary teacher aides in each elementary school responsible to the Building Principal. The aides will assist in handling patrol duties, duplicating of teaching materials, noon hour and recess duties, collecting monies for milk and lunch and as otherwise directed by the supervising teacher.
- I. Under no conditions will a teacher be required to drive a school bus as part of his regular teaching assignment.

- J. The Board shall make available in each school building adequate lunchroom, restroom and lavatory facilities primarily for teacher use and at least one room, appropriately furnished, which shall be reserved for use as an employee lounge. Provisions for such facilities will be made in all future buildings.
- K. Telephone facilities will be made available to teachers.
- L. Adequate off-street parking will be made available to teachers.
- M. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- N. Regular staff meetings within the respective buildings shall not be held more than once per week. Special meetings and committee meetings shall only be scheduled as need arises. Every effort shall be made to keep the total number of meetings to a minimum.

ARTICLE VIII - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The Board will in all cases place newly hired teachers as per their qualifications into their proper grade assignment as per their major or minors in their degree area. The Board will follow the general school law for the State of Michigan and the rules and regulations for teacher certification as prescribed by the Michigan Department of Education, in making any teaching assignment.
- B. Teachers shall be given their tentative written notices of their schedules for the forthcoming school year by August 1. Changes thereafter will be made only if personnel changes take place after August 1.
- C. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B-1, and summer school courses, shall not be obligatory, but shall be with consent of the Teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the District. In the event that there is a position for which there is no qualified applicant from within the bargaining unit, the Board may fill said position from outside the unit. (The rate of pay shall not exceed that listed in Appendix B-1).
- D. When a teacher working on a daily substitute basis is responsible for the same teaching assignment for a period exceeding one hundred (100)

consecutive days, such teacher shall receive full contractual compensation and benefits.

- E. Teachers hired new to the system after January, 1983, will be required to meet North Central accreditation standards for assignment.

ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, the grade or position sought, and the applicant's academic qualifications. Such requests shall be reviewed by the Board once each year to assure active consideration.
1. An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for transfer. If the teacher objects to such a transfer for the reason given, the dispute may be resolved through the grievance procedure.
- B. A vacancy shall be defined as a position currently filled but which will be open in the future, or a new position that is currently not in existence. A position currently filled but which the board does not intend to fill in the future shall not be considered a vacancy.
- C. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.
- D. The Board declares its support of a policy of filling vacancies, including the vacancies in supervisory positions, from within its own staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association and post notices of same on a bulletin board in each school building for no less than three weeks before the position is filled. A copy of the same will be sent by registered mail to each laid off teacher. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, and length of service in the District. An applicant with less

service in the District shall not be awarded such position unless his qualifications shall be substantially superior.

1. Whenever the vacancies occur during the summer months when regular school is not in session, the following procedure, in addition to the procedure outlined heretofore, shall be followed:
 - a. Teachers with specific interests in possible vacancies will notify the Superintendent's Office of their interest, in writing, by June 1 of the school year, and shall include a summer address.
 - b. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Superintendent's Office of the vacancy.
 - c. The teachers so notified shall have the responsibility of contacting the Superintendent's Office indicating their interest in said position within three (3) days of receiving notification.
- E. The foregoing shall not be construed in such a way as to prohibit the Board of Education from providing a racially balanced staff in each school building.
- F. Special talents or expertise needed for the implementation of a new program, but not found on the School District Staff, should be sought through retraining of existing staff wherever possible.
- G. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to supervisory or executive status, provided however,
 1. the rights of administrators who are presently covered by the above language shall be frozen as of June 30, 1985, and,
 2. any teacher who becomes an administrator after July 1, 1985 shall retain no rights under this agreement.

ARTICLE X - ILLNESS AND DISABILITY

- A. At the beginning of each school year each teacher shall be credited with ten (10) days of leave, the unused portion of which shall accumulate from year to year to a total of one hundred (100) days. The Board of Education shall buy back the unused days over the 100 at the end of each year at the

rate of \$50.00 per day. The pay-off shall be made no later than June 30th each school year. The leave days may be taken for the following conditions:

1. Personal Illness or Disability - The teacher may use all or any portion of his leave to recover from his own illness or disability.
 2. Death in the Immediate Family - Time deemed necessary for matters pertaining to deaths of persons in the family or household. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and grandparents.
 3. Other Deaths - The teacher may take one (1) day to attend the funeral of any other person. This day is to be deducted from personal leave.
 4. Medical or Nursing Care - The teacher may take three (3) days to make arrangements for medical or nursing care for a member of his immediate family. (see definition in #2 above.)
 5. Illness in the Immediate Family - The teacher may take a maximum of five (5) days per critical illness. Critical illness shall be defined as a condition requiring and obtaining medical attention from a doctor within 24 hours. Immediate family shall be defined as in #2 above.
 6. Absence due to Hardship - All cases shall be reviewed by the Building Principal, Superintendent and the President of the Teachers' Association for the purpose of granting such leave.
 7. Childbirth - Sick leave for the purpose of childbirth shall be granted for the period of disability caused by pregnancy.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total leave credit.
- C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one year. The leave can only be renewed with Board approval, each year upon written request by the teacher, prior to June 1.
1. The Board agrees to continue to provide the health insurance benefits on the same renewal basis as C. above (up to one year per leave approval).

- D. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's leave days, provided that the Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Worker's Compensation Act for the duration of benefits of said Act.
- E. Effective with the beginning of the 2001-2002 contract, the Board of Education shall buy back the first 70 unused sick days (of the accumulated 100 sick days as referenced in paragraph A above) from any bargaining unit member upon notification of retirement of said bargaining unit member under MPSERS (Michigan Public School Employee Retirement System). The buyback rate shall be at the daily substitute rate.

ARTICLE XI - PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

- A. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for any purpose at the discretion of the teacher. A teacher planning to use a personal business day or days shall notify his principal at least one week in advance except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, or recess period, and reasonable restrictions may be imposed on personal leaves on such days. Personal leave days shall be available for the practice of individual religious preferences. If a teacher uses one or less personal leave days, he/she will be reimbursed for unused days at substitute's pay. There shall be no more than two personal leave days granted on the same day in any one building.
- B. A teacher called for jury duty or to give testimony before any judicial tribunal that does not involve employer-employee relationships shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- C. At the beginning of every school year, the Association shall be credited with four (4) days; such use to be at the discretion of the Association. An additional eight (8) days may be used with the same notice requirements as below. The Association, however, shall pay for the substitutes if and when these eight days are used. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave.

ARTICLE XII - UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to one (1) year 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, Teacher Corps or Job Corps as a full time participant in such programs; or a cultural travel or work program related to his professional responsibilities; provided said teacher states, in writing, his intention to return to the school system.
- B. A leave of absence of up to one year shall be granted to any teacher upon application for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities.
- C. A leave of absence not to exceed one year shall be granted to any teacher upon application, for the purpose of campaigning for, or serving in, a public office.
- D. A leave of absence shall be granted to any teacher for the purpose of child care. Said leave shall commence on request of the teacher. It is further provided that:
1. The reinstatement shall be to a position for which the teacher is certified.
 2. A pregnant teacher may commence said leave at her option, anytime after confirmation of pregnancy by her doctor.
 3. A child care leave of one year shall be granted without pay. Extension shall be granted for one year upon application in writing prior to April 1. A teacher having been duly granted child care leave must apply for re-employment on or before April 1st prior to the school term in which re-employment is desired. A teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court.
- E. A leave of absence of up to one year may be granted to any teacher upon application for the purpose of serving as an officer or staff member for either the Michigan Education Association or the National Education Association.
- F. Teachers returning from unpaid leaves of absence, except military, shall be placed on the next step of the salary schedule from which they left, provided they completed the year of service prior to leave. They shall return with seniority and sick leave accumulations enjoyed at the time the leave was granted.

- G. A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period.

ARTICLE XIII - ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic traditions, to foster a recognition of individual freedom in social responsibility, to inspire meaningful awareness of the respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the teacher is encouraged.
- B. The Board and the Association recognize that the ability of the pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teacher alone cannot be held responsible or accountable for aspects of the academic achievement of the pupil in the classroom. Test results of academic progress of students shall not be used in any way to evaluate the quality of teachers' service or fitness for retention.

ARTICLE XIV - TEACHER EVALUATION AND PROGRESS

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish these goals.

- A. Probationary teachers shall be observed for the purpose of evaluation at least three times during the school year. These observations shall occur twice during the first semester and once during the second semester prior to sixty days before the end of the school year. There will be a minimum of three weeks of school elapse prior to the initial evaluation of any teacher. A minimum of five (5) working days between evaluations will be allowed to provide time for stated deficiencies. Tenure teachers shall be observed for the purpose of evaluation at least once each year prior to April 1. An additional observation shall be scheduled by the administration at the request of the tenure teacher.

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- B. All monitoring or observation of the work 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.
- C. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) working days of the evaluation. If the teacher disagrees with the evaluation, he may submit a written answer which shall be attached to the file copy of the evaluation in question and/or submit any complaints through the grievance procedure. Each evaluation of a teacher shall be followed by a personal conference between the teacher and his evaluator for the purpose of clarifying the written evaluation report.
- D. A teacher will have the right to review the contents of all records of the District pertaining to such teacher, originating after the original employment, and to have a representative of the Association accompany him in such a review.
- E. No material originating after original employment will be placed in his personnel file unless the teacher had the opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his file is inappropriate or in error, he may receive adjustment, provided just cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign the material placed in his files, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based on the contents of the teacher's personnel file.
- F. Any written complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any reprimand, discipline or discharge.
- G. If a teacher is to be disciplined or reprimanded by the Board or its agents, he shall be entitled to have a representative of the Association present.
- H. At least one observation of a teacher for the purpose of evaluation shall not be for less than one class period or the duration of a particular teaching unit.

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- I. Failure of the Board to follow any provision of this agreement or the policies of the Board with respect to the evaluation of teachers shall result in restoring any teacher against whom action has been taken, to full teaching status with appropriate compensation for all damage resulting from the Board's (or its agents) wrongful acts, and the record surrounding the event shall be destroyed.
- J. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members.
- K. No evaluation shall unduly interfere with the normal teaching learning process.
- L. It is suggested that a pre-evaluation conference be held between the evaluator and the teacher so that the evaluator can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation to be evaluated.
- M. Each teacher, upon his employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he will be evaluated. No criterion shall be used which has not been previously approved by the Association as applicable for that teaching position held by the teacher being evaluated.
- N. No later than sixty (60) days prior to the end of the school year of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the Administration to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not made previously known to and discussed with the probationary teacher, the teacher will have the opportunity to submit additional information to the Superintendent. In the event the teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association and provide a hearing where requested. Refusal to offer or renew a contract shall be grounds for a grievance.
- O. The written evaluation report shall be signed and dated by both parties. The teacher's signature shall be understood to indicate an awareness of the information within the report but in no instance shall said signature be interpreted to mean agreement with the content of the report.

ARTICLE XV - PROFESSIONAL BEHAVIOR

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, 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. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- B. A teacher shall be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of the rules or delinquency in professional performance when such reprimand, warning or discipline shall become part of the teacher's personnel file. When a request for such representation has been made, no action shall be taken with respect to the teacher until such representation of the Association is present.
- C. No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such discipline, reprimand, or reduction in compensation shall be subject to the grievance procedure. All information forming the basis for such discipline, reprimand or reduction shall be made available to the teacher.

ARTICLE XVI - PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel and participation in community, state and federal educational projects.
- B. The Board agrees to reimburse fees to compensate registration, lodging, mileage and meals for teachers who desire to attend selected professional conferences. All teachers desiring to attend said conferences shall apply to the building Principal who shall make the final determination as to approval or disapproval of the application. Criteria to be used in making said decision shall include, but not be limited to, needs of the District, areas of specialization of the teacher, validity of the proposed program, and the number of conferences or seminars attended by the applicant as proposed to other applicants for other programs.

ARTICLE XVII - CONTINUITY OF OPERATIONS

- 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 an impartial third party, the parties have removed the basic cause of work interruptions 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 said term is defined by the Public Employment Relations Act and amendments thereto, unless the Board refuses to fully implement an impartial award issued in accordance with this contract. In the event that this agreement shall extend beyond the period of one school year or more, and shall provide for re-opening of one or more items, this clause shall cease to be operative upon notice being received by either party that a matter is opened for a subsequent negotiations.
- B. The Board agrees that it will not, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Beginning with the 1989-90 school year, there shall be a minimum of 178 actual days of student instruction. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board to insure that there are a minimum of one hundred seventy-eight (178) days of actual student instruction. Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation, provided, however,
1. That the parties agree to meet in an effort to mutually agree on when any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Appendix A.
 2. That should a day be rescheduled and insufficient students attend to count it a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
 3. That it is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills,

the teacher may at his/her option, upon documentation of registration, be released without loss of pay or benefits.

4. In the event state law, rule or regulation does not require canceled scheduled days of student instruction to be made up in order to receive full state aid or minimum requirements regarding the number of days of student instruction, then the first five (5) such days shall not be made up but the Board may reschedule every other day thereafter to be made up. (Days 6, 8, 10 not to be made up; days 7, 9, 11, etc., may be made up at the discretion of the Board.) Teachers will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation. The parties agree to meet in an effort to mutually agree on the dates when make up days should be rescheduled. In the event they are unable to agree, the days will be added to the week days at the end of the calendar set forth in Appendix A.

ARTICLE XVIII - SCHOOL CALENDAR

The parties agree that all aspects of the school calendar are negotiable, including length of school year, and further agree that the school calendar shall be set forth in Appendix A. Any deviation must be by mutual consent.

ARTICLE XIX - 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. The paychecks shall be distributed to each teacher every second Friday commencing with the second Friday following the commencement of the school year, except that those teachers choosing Option 2 below, shall receive the twenty-first paycheck on the first regularly scheduled pay day following the final teacher duty day of the school year.

Options:

1. Total salary to be issued in twenty-six (26) pays.
- B. All teachers shall be given up to the sixth (6th) step on the salary schedule for experience in any District in the State of Michigan, or other teaching experience in a School District accredited by a recognized accrediting agency. Teachers hired with more than six (6) years experience shall be accelerated on the salary schedule yearly, at twice the normal rate, until they reach their accumulative years experience or the top of the salary schedule, whichever comes first.

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- C. Any teacher hired by the Board for a regular teaching assignment, having prior active duty military service, shall be granted a full step increase on the Salary Schedule set forth in Appendix B for each full year of credit of active military duty not to exceed a total of three (3) steps on the Salary Schedule. This total may be combined with the six steps given for outside experience; however, the total combination cannot exceed a placement above the sixth step.
- D. The Salary Schedule is based on the regular school calendar as set forth in Appendix A and the normal teaching assignment as defined in this agreement.
- E. For the purposes of this contract, the teacher's hourly rate shall be determined in the following manner: The teacher's contracted annual salary shall be divided by the product of the number of teacher duty days per year and the number of teaching hours per day (5).
- F. Teachers involved in 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.
- G. Teachers required to drive their personal automobiles in the course of their work from one school building to another shall receive a car allowance of twenty (20) cents per mile or the IRS rate, whichever is higher. The same allowance shall be given for use of personal cars for field trips or other business of the District.
- H. If a pay day should fall during a recess period, checks if possible shall be issued on the last day of school preceding the recess period.

ARTICLE XX - SPECIAL TEACHING ASSIGNMENTS

- A. Nothing contained in this Section shall prevent the Board of Education from selecting any person for employment in federally funded programs. Assignments for the Adult Education, Driver Education and Summer School programs shall be voluntary. Assignments shall be made by the Board on the basis of preference to tenure teachers regularly employed in the District during the normal school year, who apply for these assignments. Teachers in special teaching assignments shall be compensated as set forth in Appendix B-1.

- B. It is the responsibility of the administration to arrange for substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability.

ARTICLE XXI - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in the classroom are undermined when students discover that there is insufficient administrative backing and support for the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to maintaining control 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 aid the teacher in carrying out his/her responsibilities with respect to such pupils.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of 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 may use force as it is necessary to protect himself from attack or to prevent injury to another student or teacher.
- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations allow, full particulars of the incident in writing. The final resolution to any pupil problem, including readmittance to any particular class, rests in the hands of the administration. If the same student is excluded by the same teacher three times in one semester, the principal shall set forth a written statement as to the conditions under which the student is to be readmitted to class.
- D. Suspension of students from school may be imposed by a Principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.
- E. Any case of assault upon a teacher while on duty shall be promptly reported to the Board or its designated representative. The Board will

provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault.

- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will render all necessary assistance to the teacher in his/her defense, provided liability insurance is available at reasonable cost and provided the teacher was acting in a reasonably prudent manner.
- G. No disciplinary action shall be taken upon any complaint by a parent of the student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. Any signatures shall be understood to indicate teacher awareness of the complaint, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- H. Administrative rules for suspension and expulsion are available in each Principal's Office.

ARTICLE XXII - PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation, or inequitable application of a specific provision of this agreement. A grievance may not be processed if the same issue is being litigated by the grievant or on behalf of the grievant by a member of the unit or by the Association.
- B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building Principal either personally or accompanied by his Association representative. The grievance must be filed within fifteen (15) calendar days of the violation, misinterpretation or misapplication, or within fifteen (15) calendar days of the discovery thereof.
- C. If, as a result of the informal discussion with the building Principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on a form substantially in accordance with that set forth in annexed Appendix D which 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.

- D. Within five (5) calendar days of receipt of the grievance, the Principal shall meet with the Association in an effort to resolve the grievance. The Principal shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within seven (7) calendar days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made during the above period, the grievance may be transmitted to the Board of Education through its secretary. Within fifteen (15) calendar days of receipt, a Board of Education committee shall meet with the Association on the grievance and shall indicate its disposition of the grievance in writing within five (5) calendar days of such a meeting.
- G. If the Association is not satisfied with the disposition of the grievance by the Board of Education or if no disposition has been made during the above period, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration shall be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. If any probationary or tenure teacher for which a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he shall be reinstated with full reimbursement of all professional compensation lost. If any teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent shall be paid to him and his record cleansed of any reference to this section.

- J. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship on any party, the Board shall use its best efforts to process the grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- L. For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative, or legal proceedings, including but not limited to grievances and tenure proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his personnel file and any other file and records of the Board which pertain to the teacher or any issue in the proceedings in question. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.
- M. In cases where the time required to process a grievance through the normal grievance procedure will cause a disadvantage to the grievant(s), the grievance may be appealed directly to the Superintendent. This procedure will be exercised in extreme cases of emergency, and will not become a vehicle to circumvent the position of the building Principal.
- N. Any party affected by a grievance may be represented at all meetings and hearings of the grievance procedure by the Association. The Association shall have the right to be present and to state its views at all grievance proceedings. This same privilege shall be granted to members of the administrative staff and to members of the Board of Education, or its designee.
- O. During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- P. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his Association Representative, or any member of the Grievance Committee, Appeal Committee, or Ad Hoc Committee, or any other participant in the procedure set forth herein by reason of such participation.

- Q. Forms for filing grievances, serving notice, taking appeals, making appeals, making report and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of the procedures set forth herein.

ARTICLE XXIII - NEGOTIATION PROCEDURES

- A. Representatives of the Board and the Association shall meet periodically, but in no event more than once a month, 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. Each party will submit to the other at least seven (7) days in advance of said meeting an agenda covering what it wishes to discuss. Should such a meeting result in a mutually acceptable amendment to the agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.
- B. The Association shall designate a teacher in each school building as Association Representatives (AR.). The Principal and Association Representative shall meet periodically (a minimum of three meetings per school year) for the purpose of reviewing the Administration of the Contract and to resolve problems which may arise. If the parties agree that a problem exists of mutual concern and appropriate for the reopening of negotiations, the committee with the approval of the co-chairman may submit the problem to the negotiations team for their consideration. The final determination to reopen negotiations will be in the hands of the negotiation teams. These meetings are not intended to by-pass the grievance procedure.
- C. The parties agree to attempt to begin negotiations on or about April 1st. There shall be three signed copies of any final agreement. One copy shall be retained by the Board, one by the Association, and one by the Superintendent.
- D. This agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of the Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XXIV - REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

To provide for staff placement, the following criteria and procedure will be utilized.

A. The following procedure will be used to establish a seniority list:

1. Beginning the 1980-81 school year, each teacher shall receive a letter of intent on the date that she/he is first offered employment in the system.
2. The seniority date shall be the date a letter of intent is signed by the teacher.
3. Where the seniority date is the same for two or more teachers, seniority ranking shall be determined by birth date.
4. For teachers hired prior to the 1980-81 school year, seniority shall be determined from first day worked in the school system. Where two or more teachers have the same first day worked, ranking shall be determined by birth date.
5. A district-wide seniority list shall be established and posted in each building. This list shall be updated at the beginning of each new semester. Tenure teachers on leaves of absence shall be considered in the same status as an actively employed teacher.
6. The president and professional negotiations spokesperson of the Association, by virtue of their position, shall be placed on the top of the seniority list of the District, in compliance with Tenure Act.

B. Establishment of Staffing Needs: The Board shall develop in consultation with the Association a list of necessary staff positions based upon the proposed educational program for the forthcoming school year. Such list shall include types of positions required, i.e., grade level (K-8), subjects and subject areas (grade 7 through 12), special instruction (elementary art, music, physical education, reading, etc.) special services (social workers, special education, psychologist, etc.); and the number of positions required for each program not based at a school. This list of staff positions shall be published and posted in each building with a copy to the Association. Such a list shall be so published and posted prior to any layoff.

C. Staff Placement:

1. Beginning with the first name on the seniority list, each individual will be placed in an assignment matching his current grade if an elementary teacher, or department if a secondary teacher, and building (if this is possible) based upon staffing needs.

2. If no vacancy exists in a teacher's grade or department in his current building, he will be assigned to his current grade or department in another building. When a choice of building is possible the teacher may request his choice.
 3. If no vacancy exists in the Teacher's current grade or department in any building, he will be assigned to another grade or department, for which he is certified in his current building. When a choice of grade or department is possible the teacher being assigned may request his choice.
 4. If no vacancy exists in any grade or department for which the teacher is certified, in his current building, he will be assigned to another grade or department for which he is certified, in another building. When a choice of grade or department and/or building is possible, the teacher being assigned may request his choice.
 5. In case of an impasse, a joint committee of the Association and the Administration shall review the qualifications and professional preparation of the teachers involved, and jointly resolve the impasse.
 6. Teachers will be notified of the progress of assignments throughout the above procedures.
- D. When all teachers have been assigned, the remaining teachers shall be placed in a pool with the vacant positions.
1. The pool shall include all teachers and their positions who have requested a transfer in writing sixty (60) days prior to the end of the school year. The said positions will then be considered open for bidding based on seniority, certification and qualifications.
 2. Positions vacated during the summer or the school year because of resignations, promotions, death, etc., shall be filled on a temporary basis with the understanding that the positions will be considered open for bidding the following year.
 3. If no vacancy remains in any grade or department for which the teacher is certified, in any building, the teacher will be laid off. The effective date of any such layoff shall be the same as the opening date of school for the forthcoming school year.
 4. A list of positions and staff placement shall be published and posted in every teacher's lounge and copy sent to the Association president prior to any layoff.

- E. Recognizing the problems as stated above, the Board agrees to discuss with the Association the possibility of reduction of certified staff at the earliest possible date. At this time the Association will be provided with the reasons leading to this decision. Thirty (30) days prior to the end of the current school year, teachers whose jobs are in jeopardy shall be notified of layoff in writing.
- F. Benefits for released teachers:
1. A teacher that has been released because of staff reduction shall, if he desires, have priority on the substitute list, according to seniority.
 2. Any teacher who would have qualified for retirement during the reduction year, shall be permitted to teach that year so as to acquire needed service.
 3. Leaves of absence will be granted by the Board upon written request when reduction of staff is necessary in compliance with Article XII, Leaves of Absence.
 4. During said reduction such reduced teachers shall receive insurance benefits at the Board's expense until the beginning of the new school year.
- G. Laid off teachers shall be recalled as vacancies arise according to seniority and certification for up to four (4) years following the effective date of the layoff, contingent upon the Board receiving written notification each year by April 1 that the teacher continues to desire recall to the district. No loss of experience or tenure granted by the District shall occur.

ARTICLE XXV - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this agreement, this agreement during its duration, shall be controlling.

- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to 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.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and one copy presented to all teachers now employed or hereinafter employed by the Board.
- F. A faculty card suitable for all home athletic games shall be issued to all teachers yearly.

ARTICLE XXVI - CURRICULUM COMMITTEE

The Board and the Association shall establish a council known as the Instructional and Curriculum Council. This Council may initiate and recommend policies affecting the nature and design of the instructional program of the district. As part of its responsibilities, the Council may:

1. Develop criteria for the outgoing evaluation of all instructional programs;
2. Annually review policies concerning all testing programs and instructional management systems;
3. Review and make recommendations on all proposed pilot, experimental and/or innovative programs; and
4. Promulgate and recommend other policies relating to the district's instructional programs and curriculum.

Changes in the existing instructional program and the proposed new instructional program may be reviewed by the Council.

ARTICLE XXVII - LONGEVITY

- A. After one (1) year on Step 10 is completed, the bargaining unit member will receive 1% of his/her salary.


- B. After five (5) years on Step 10 have been completed, the bargaining unit member will receive an additional 1% of his/her salary (for a total of 2%).
- C. After twelve (12) years on Step 10 have been completed, the bargaining unit member will receive an additional 1% of his/her salary (for a total of 3%).

ARTICLE XXVIII - DURATION OF AGREEMENT

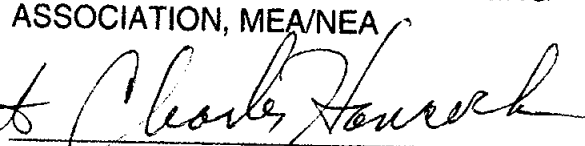
This Agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2009. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

FOR THE BOARD OF EDUCATION


FOR THE TRI-COUNTY BARGAINING
ASSOCIATION, MEA/NEA



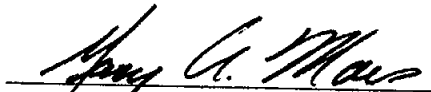
President



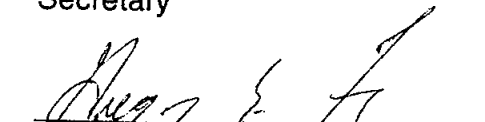
TCBA President



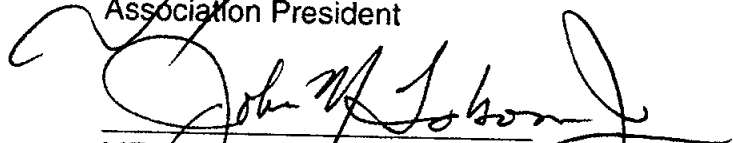
Secretary




Association President



Member



MEA/NEA UNISERV
Executive Director



Member

APPENDIX B - TEACHER SALARY SCHEDULE

Effective when the new agreement is ratified and signed by the parties, the base salary of each teacher in the 2005-2006 Salary Schedule will be increased one one (1%) percent, the new amount will be paid for forty (40%) percent of the 2006-2007 school year. (There shall be no retroactive pay).

Effective July 1, 2007, the Salary Schedule for 2007-2008 shall be increased by one and one-half (1.5%) percent, as will Appendix B 1, positions, which includes those positions rated by points, per hour and per event.

Effective July 1, 2008, the Salary Schedule for 2008-2009 shall be increased by one and one-half (1.5%) percent, as will appendix B 1, positions, which includes those positions rated by points, per hour and per event. The salary schedule for 2008-2009 may be reopened for negotiations if mutually agreed upon by both parties.

Longevity is referenced in Article XXVII.

**2006-2007
1% (for .4 of year)**

Step	BA	BA+20	MA	MA+20
0	33468	34084	35475	36401
1	35640	36266	37716	38647
2	37817	38433	39958	40889
3	39994	40614	42196	43128
4	42168	42787	44441	45368
5	44342	44961	46684	47621
6	46515	47135	48924	49861
7	48693	49314	51163	52096
8	50870	51488	53412	54344
9	53044	53666	55655	56581
10	55215	55838	57895	58826

**2007-2008
1.50% (of 1% in 2006-2007)**

Step	BA	BA+20	MA	MA+20
0	34173	34801	36222	37168
1	36391	37030	38511	39461
2	38614	39243	40800	41750
3	40836	41470	43085	44037
4	43056	43689	45378	46324
5	45276	45908	47667	48624
6	47495	48127	49954	50911
7	49719	50353	52241	53193
8	51942	52573	54537	55488
9	54161	54797	56827	57774
10	56378	57015	59115	60066

**2008-2009
1.50%**

Step	BA	BA+20	MA	MA+20
0	34686	35323	36765	37726
1	36937	37585	39089	40053
2	39193	39832	41412	42376
3	41449	42092	43731	44698
4	43702	44344	46059	47019
5	45955	46597	48382	49353
6	48207	48849	50703	51675
7	50465	51108	53025	53991
8	52721	53362	55355	56320
9	54973	55619	57679	58641
10	57224	57870	60002	60967

B-1 SCHEDULE

2006-2007 - \$59.34		2007-2008 - \$60.23		2008-2009 - \$61.13	
Points	Activity	Points	Activity	Points	Activity
100	Teacher Supervisor	28	Jr. High Track		
77	Varsity Football	28	Jr. High Football		
71	Varsity Basketball	24	Sr. High Vocal Director		
71	Varsity Volleyball	22.5	Dramatics 1 3 Act Play		
62	Summer Sr. High Band	22	Drivers Ed. Director		
55	Sr. High Cheerleading 9-12	22	Jr. Class Advisor		
50	Soccer	21	Adult Recreation		
50	Varsity Baseball	21	Teen Recreation		
50	Varsity Wrestling	20.5	Dramatics 1 Musical		
50	Varsity Softball	20	6th Grade Basketball		
50	Varsity Track	20	Saturday Basketball		
50	Tennis	20	BOEC		
50	Asst. Varsity Football	20	Jr. High Pep Club		
48	J.V. Basketball	20	Competitive Drama		
48	Summer Jr. High Band	20	7th Grade Volleyball		
48	J.V. Volleyball	20	8th Grade Volleyball		
46	J.V. Football	20	Jr. High Student Council Advisor		
45	Asst. Athletic Director	16	Jr. High Vocal		
45	Sr. High Band Activities	14	FFA		
39	Cross Country	14	Adult Farmers		
38	Yearbook Advisor W/O Class	14	Young Farmers		
38	Freshman Basketball	14	Jr. High Cheerleading 7th & 8th		
36	Freshman Football	14	Summer Cheerleading		
35	Jr. High Band Activities	12	Sr. Class Advisor		
33	Freshman Volleyball	12	5th Grade Basketball		
33	8th Grade Basketball	11	Asst. Varsity Volleyball		
33	7th Grade Basketball	10	Forensics Assistant		
33	J.V. Baseball	10	Safety patrol Director		
33	J.V. Softball	10	Jr. High Wrestling		
33	Golf	10	Science Club		
32	Asst. Track	8	Sr. High Student Council		
30	Yearbook Advisor W/Class	8	Dramatics Musical Director		
29	Mock Trial	8	Sophomore Class Advisor		
29	Forensics	8	5th & 6th Cheerleading		
29	Elementary Musical	8	Freshman Class Advisor		
29	Debate	4	Dramatics Pianist		

B-1 HOURLY RATE	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Driver Ed. Instructors	\$22.88	\$23.22	\$23.57
Summer Agriculture	\$22.88	\$23.22	\$23.57
Adult Completion Instructor	\$22.88	\$23.22	\$23.57

Workers at Athletic Events: (Per individual)

Varsity Football, Basketball & Volleyball	\$15.00/event
Freshman Basketball, J.V. Football	11.30/event
Wrestling	11.30/event
Jr. High Basketball (7 & 8)	11.30/event

APPENDIX B-2 - SALARY COMPUTING FACTORS

- A. **OUTSIDE EXPERIENCE** - The teacher's step on the salary schedule shall be based on the provisions of Article XIX of the master contract. In the event the aggregate total exceeds by a fraction a whole number of years experience, the placement on the salary schedule will be the whole number of years experience less any fraction for a full year of experience.
- B. **SPECIAL PROVISIONS FOR NON-DEGREE PERSONNEL** - In regard to the salary schedule, the term "teacher" refers to anyone holding a Provisional or Permanent Teaching Certificate and a minimum Bachelor Degree from a qualified institution of higher learning, with the following exceptions:
1. One hundred twenty (120) hours but less than a degree shall be \$500.00 below the B.A. Salary Schedule but not to exceed the sixth (6th) step as long as they have a valid certificate.
 2. A degree but less than a Provisional or Permanent Certificate shall be \$500.00 below the B.A. Salary Schedule.
 3. Vocational Occupational Certification:
 - a. Only years of occupational experience in a technical field may be considered time in professional training that have been required for vocational teacher certification. In the case of a person with previous teaching experience in his field, credit may be given for that experience on the same basis as that of other teachers.
 - b. In any instance that a degree person meets the qualifications for a position, the degree person shall be given preference over a non-degree person.

- c. Newly employed vocationally certified personnel shall be granted one (1) step for each three (3) years of work experience beyond the years served in an apprenticeship to step two (2) of the Salary Schedule.
- C. **TIME - JOB DISTRIBUTION** - The proportions distributions for determining contracts are:
- 1 teaching hr. or period (12 min. conference period) = 1/6 of contract.
 - 2 teaching hrs. or periods (24 min. conference period) = 1/3 of contract.
 - 3 teaching hrs. or periods (36 min. conference period) = 1/2 of contract.
 - 4 teaching hrs. or periods (48 min. conference period) = 2/3 of contract.
 - 5 teaching hrs. or periods (60 min. conference period) = FULL CONTRACT.
- D. All teachers shall be in their respective building or on school business during their conference period in accordance with the above schedule. All teachers shall be in attendance for their conference periods, pre-school and post-school conference or work days and inservice training days. Failure to attend will result in loss of pay.

APPENDIX C - INSURANCE BENEFITS

Each member of the Association will be provided Board-paid full family health care protection.

- A. Effective as soon as it can be implemented, the health insurance shall be a fully funded insurance program comparative to previous contracts. Effective January 1, 2008, the Board shall provide a fully funded HSA Blue Cross/Blue Shield Flex Blue 2 plan with a \$1,250/\$2,500 deductible. The Board will be responsible for any increase in the deductible, as mandated by the IRS.
1. The Board of Education reserves the right to select a program with comparable benefits.
 2. If two or more teachers belong to a single family unit and are eligible for coverage under the same policy, the board will pay one policy covering the family unit.
- B. For each school year, the Board will fully pay the premium for SET Ultra Dental for each bargaining unit member. Beginning with the 1993-94 contract, the cap for dental benefits will increase from the current \$600 to

- \$800/family member for every bargaining unit member. The Board of Education reserves the right to select a program with comparable benefits.
- C. The Board will provide each member of the bargaining unit with the School Employers Trust (S.E.T.) Vision III program. At the teacher's option, up to an equal amount may be applied to the MESSA Vision Service Plan III, subject to the terms of the carrier. Beginning 9/1/97, the eye glass frame maximum will be increased from \$46.00 to \$65.00. The Board of Education reserves the right to select a program with comparable benefits.
- D. The Board will provide without cost to the member group term life insurance protection in the amount of \$30,000 with accidental death and dismemberment.
- E. The Board will provide School Employers Trust Long Term Disability Insurance for each member of the bargaining unit. Said insurance will provide for a ninety (90) calendar day waiting period and shall pay sixty percent (60%) of the teachers salary up to a monthly maximum of two thousand five hundred dollars (\$2,500.00).
- F. Insurance benefits for teacher hired after July 1, 1989, shall be pro-rated as follows:
- a. One-half contract or more as defined in Appendix B-2 shall receive full insurance benefits.
 - b. Less than one-half contract time teachers shall receive no insurance benefits paid by the Board but shall be allowed payroll deduction for group insurance plans.
- G. For those bargaining unit members not subscribing to Board-paid health insurance, the Board agrees to make twelve (12) monthly payments applied to an annuity in the amount of:
1. \$250 for any number less than seven
 2. \$300 for any number seven or more

APPENDIX D - GRIEVANCE FORM

The attached form is the format that is to be used to file all grievances either individual or class action type grievances.

GRIEVANCE REPORT FORM

<u>Grievance # _____</u>	<u>Laker School District</u>	<u>Distribution of Form</u>
		1. Superintendent
		2. Principal
		3. Association
		4. Teacher

GRIEVANCE REPORT

Submit to Principal in Duplicate _____

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

_____ Signature	_____ Date
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C. Disposition by Principal _____

_____ Signature	_____ Date
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D. Position of Grievant and/or Association _____

Signature Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature Date

NOTE: All provisions of Article _____ of the Agreement dated _____, 20__ WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.