

Teaching Staff

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E X**ARTICLE 1: RECOGNITION**

- A. The Board of Education of the Concord Community Schools, hereafter referred to as the Board, hereby recognizes the Jackson County Education Association as the sole and exclusive bargaining agent for the local bargaining unit at the Concord Community Schools defined as follows:

All certified teaching personnel, licensed social workers in the State of Michigan, counselors, and librarians, but excluding: supervisory personnel such as, but not limited to, the superintendent, assistant superintendents, director of school and community relations, principals, business manager and other similar supervisory personnel, office clerical, transportation, maintenance and operating employees, substitute teachers, adult education teachers, and community education teachers not required by law to have a teaching certificate.

- B. The term "Association" when used hereinafter in the Agreement shall mean the local bargaining unit at the Concord Community Schools represented by the Jackson County Education Association recognized above. References to all other organizations or associations shall be by proper name or title.
- C. The term "teacher," singular or plural, when used hereinafter in this Agreement shall mean members of the local bargaining unit, male or female, at the Concord Community Schools represented by the Jackson County Education Association.
- D. For the purposes of this Agreement, substitutes shall be placed under contract or letter of agreement and shall be covered by the provisions of this Agreement when their assignment to one specific teaching position exceeds sixty (60) days of service during any single school year.

ARTICLE 2: RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those, which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Concord School district.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify, or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
 3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to layoff employees, but not in conflict with the provisions of this Agreement.

4. Determine the services, supplies, equipment and automation necessary to continue its operations and to determine all methods, schedules, and standards of teaching including the use of technology.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of new employees, including physical condition.
 7. Determine the number and 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, buildings, or other facilities.
 8. Determine the placement of operations, service, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies including all accounting procedures.
 10. Determine the size of the organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
 11. Determine the new policy affecting the selection, testing or training of new employees providing that such selection shall be based upon lawful criteria.
- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, except by mutual agreement of the Board and the Association. In the event any difference arises with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article, and if so, shall deny the grievance.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.
- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees is vested exclusively in the Board.
- E. The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.

ARTICLE 3: 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 to freely 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 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 the 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 Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, upon notification of the Superintendent or his designated representative.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and the representative checks into the office upon arrival.
- E. The Association shall have the right to use school facilities and equipment when such equipment is not otherwise in use and upon notification of the Superintendent or his/her designated representative.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use teacher mailboxes for communications to teachers.
- G. The Board agrees to make available to the Association in response to reasonable requests all matters of public information concerning the financial resources of the District, and any 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.
- H. The Concord Education Association shall be given an opportunity to review proposed Board policy and present statements regarding the policy to the Board prior to final vote on said policy.
- I. The teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or

discrimination with respect to the professional employment of such teacher, so long as it does not impair the ability to perform their teaching responsibility.

- J. Neither party shall unlawfully discriminate against any teacher or applicant for employment because of his/her religion, race, color, national origin, age, sex, height, weight, marital status or handicap and neither party shall unlawfully discriminate against any employee or applicant for employment because of his/her membership or non-membership in the Association.
- K. The Association may appear on the printed agenda of a Board meeting for the purpose of addressing the Board by filing a written statement of such intention and appropriate informational materials with the Superintendent of Schools not later than five (5) days prior to the date of the meeting.
- L. The private life of a teacher is his own affair unless his conduct should adversely affect his relations with students or the discharge of his teaching and other school related duties.

ARTICLE 4: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. All employees, as a condition of continued employment shall:
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association and such authorization shall continue in effect from year to year unless revoked in writing in August of a given year as provided for on the membership form to the Concord Education Association. (It is expressly understood that the specific amount of dues may vary from member to member.)
 - 2. The parties recognize that the Michigan Employment Relations Commission, through its rulings and those of the Michigan courts, has made certain determinations relative to the amount and handling of agency fees, as well as necessary appeals processes relative to the same. The parties pledge to recognize those rulings and precedents as controlling in the interpretation of this Article.
 - 3. Agency Shop
 - a. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such a fee. In the event that the bargaining unit member shall not pay such fee directly to the Association or

authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following the deduction.

- b. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee that given school year.
 - c. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - (1) The Employer give reasonable notice of such action to the Association and permit the Association intervention as a party if it so desires, and
 - (2) The Employer gives 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.
 - d. Association shall have complete authority to compromise and settle all claims which it defends under this section.
 - e. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article V.
 - f. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions, in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and administrative procedures. Pursuant to such authorization, the Employer shall deduct one twentieth (1/20) of such dues for the first (20) paychecks beginning in September.
- B. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of Paragraph A above and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board

agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.

- C. The Board shall also make payroll deduction upon written authorization from employees for deductions or any other plans or programs jointly approved by the Association and the Board. A list of these plans/programs may be secured through the payroll office.
- D. The Board will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions, other than to correct such errors. In the event of overpayment, the Association agrees to promptly refund such money as soon as is practical. In the event of underpayment, the Board agrees to promptly submit such money to the Association as soon as practical.

ARTICLE 5: WORKING CONDITIONS

- A. Teachers shall be required to report to their teaching station (classroom) ten (10) minutes before the opening of the pupils' regular school day in the morning. The pupil day begins with the first bell of the 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 teachers.
 - 1. The normal weekly teaching load in the middle and senior high schools will include five (5) unassigned preparation periods. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. The student day shall begin at 8:00 a.m. and end at 2:45 p.m. The teacher day shall begin at 7:40 a.m. and end at 2:55 p.m. Teachers shall be expected to remain on duty as long as needed in the event of emergency situations similar to, but not limited to, severe weather warnings.
 - 2. All teachers shall have a duty-free uninterrupted lunch period of no less than thirty-five (35) minutes. Secondary teachers may be assigned lunch supervision in lieu of a teaching period when it can be demonstrated that no classroom teaching is available. Implementation of this provision will be to insure the fullest workday possible for the affected teachers.
 - 3. Each teacher shall receive a minimum of two hundred and fifty (250) minutes of preparation time per week. Only recess and all time in which an elementary classroom teacher's class is being instructed by a special activities teacher shall be counted as recognized preparation time in accordance with the foregoing. In the event of inclement weather one (1) teacher per grade can be expected to furnish supervision for the children during recess periods. No teacher will be expected to supervise more than three (3) indoor recesses per year. The principal will post and schedule one (1) week in advance indicating teachers that will supervise indoor recess in the event of inclement weather.
 - 4. It is expressly understood that the teacher preparation/conference period is subject to the total school program; and, as a result, such things as special events, field trips, testing programs, emergency class needs, and assemblies, etc., may from time to time be substituted for preparation/conference time.

Preparation/Conference periods shall be used for such things as thorough preparation, conferences with parents, teachers, and administrators, and special assistance to students.

Preparation/Conference time shall not be used or spent on any unconnected or non-school activity, except in emergency situations and with the permission of the principal or his designee.

In addition, it is expressly understood that teachers will not leave their buildings during preparation time on personal errands or the like, without permission of the principal or designee.

5. Daily preparation for effective teaching, correcting papers, themes, attending faculty meetings, and similar activities require many hours of application outside the classroom and add to the professional responsibilities of the teacher. In addition, attendance at staff conferences, parent-teacher conferences, PTA meetings, and the like, are encouraged as a professional responsibility of the teacher. It is recognized that these demands may be considered excessive. It is accordingly agreed that such extra-curricular activities shall not exceed two (2) hours per week, or six (6) hours per month with the exception of two (2) formal parent-teacher conferences per school year. When teachers are required to participate in night parent-teacher conferences they shall be granted released time within the same calendar week equal to the time scheduled for the conferences.
6. A teacher engaged during the school day in negotiating on behalf of the Association with any representative for the Board or participating in any formal professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
7. Any classroom teaching assignments in addition to the normal teaching schedule during the regular school day or year, including adult education courses, driver education courses, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers of equal qualifications regularly employed in the District.
8. When a teacher is assigned less than a full day, he/she will receive a prorated salary and benefits. The pro-ration factor will be $\frac{1}{6}$ (16 $\frac{2}{3}$ %) on a seven-hour day and $\frac{1}{5}$ (20%) on a six-hour day. The pro-ration factor will be based on assigned teaching hours. (Note – this pro-ration factor allows for pro-rated compensation for planning time.)
9. Because of the nature of the social worker's, counselor's and librarian's work, if the Board requires a social worker's, counselor's or librarian's length of employment to precede the regular teacher's contract year by at least one (1) week and extend beyond the regular teacher's contract by at least one (1) week, such additional weeks are to be pro-rated on the annual contract salary as set forth in Schedule A.

B. Class Size

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible. In no event shall it exceed the following standards by more than five (5) except in traditional large group instruction or in classes where a tenured teacher has agreed in writing to

exceed these standards by more than (5). In no situation will probationary teachers be asked to agree to exceed these standards.

The Board will make every effort to insure that in classrooms involving workstations, the number of students assigned will not exceed the number who could be reasonably expected to work at such stations. (e.g. Work teams) This language is not intended to supersede the maximum class size language of this Article.

Elementary

Lower Elementary (K-2)	22
Upper Elementary (3,4,5)	25
Special Education	Per State/Federal Law

Secondary

All General Education	25
Physical Education	40
Special Education	Per State/Federal Law

C. Qualifications and Assignments

Any teacher(s) employed by the Board of Education for a regular teaching assignment shall have at least a bachelor's degree from an accredited college or university, and a temporary or continuing certificate, and appropriate certification for the position as defined by the School Code and, effective with the 2006-07 school year, meet the requirements of "Highly Qualified" as defined by NCLB. Should there be a conflict with regards to this bargaining agreement and NCLB, the regulations of NCLB shall prevail. Professionally competent craftsmen such as plumbers, carpenters, etc., may be used to assist in teaching crafts under the direction of a qualified teacher.

1. For the purpose of this Article, "qualified" shall be defined as having a major or minor or endorsement which requires the showing of training or experience in the area to be taught or prior instructional experience of at least one (1) full semester in the area to be taught. For the purposes of such qualifications, grades K-6 shall be deemed to be one (1) subject area. Teachers who do not meet the requirements of this provision in order to be placed in the 7-8 grades, must agree to take and satisfactorily complete a minimum of six (6) semester hours or its equivalent of academic training in that specific subject area within twelve (12) months of placement, in order to be qualified for the position.

2. Outside Experience:

All qualified teachers as defined above may be given credit for a maximum of ten (10) years of outside teaching experience in any recognized school system in Michigan or elsewhere. Thus, a qualified incoming teacher with ten (10) or more years of teaching experience may be placed on the eleventh (11th) step of the salary schedule. If the incoming teacher has one-half (1/2) year or more of

additional experience he may be placed on the next step above. A new teacher's pay step shall be the discretion of the Board, but not to exceed their minimum experience.

3. Any qualified teacher who has had previous teaching experience and is drafted or recalled into the service shall be given military experience up to two (2) years upon returning to teaching.

4. Salary Adjustment for Advancement

- a. Teachers may qualify for salary adjustment upon completion of thirty (30) semester hours (MA or BA+30) or sixty (60) semester hours (MA+30 or BA+60) credit relating to their teaching field. Exceptions to credit in teaching field may be allowed in other related areas of education including educational administration, educational guidance, educational psychology, and reading and additional certification endorsements.
- b. Salary adjustment based on college or university verification of the requirements set forth in Section 4-A, shall be made for the teacher upon notification to the central office, and the submittal of the necessary papers of verification.
- c. The teacher must notify the superintendent of his intent to complete the necessary requirements for advancement in writing by June 15 of same year prior to completion of the credits.

5. Part Time Teachers

All teachers who teacher part time shall be paid at a pro-rated rate, figured on the scale step placement to which they are entitled, as indicated in Article 5, Section A-8. The step will be determined by experience as set up in Item C. A teacher working part time will be paid by the hour and credit will be given for the pay step by the numbers of hours taught.

6. All teachers shall be given written notice of their teaching assignment for the forthcoming year no later than the last day of school. The Board and Association recognize that frequent changes in a teacher's assignment are disruptive. Changes will be made only for good reason. In the event that changes are made, all teachers affected shall be notified at least one month prior to the opening of the school year. Changes in assignments shall be only by teacher consent if proposed later than one month prior to the opening of the new school year, except when made pursuant to implementation of Article 12: Reductions in Personnel.
7. Teachers shall have the right to refuse the assistance of an instructional aide, unless an aide is mandated by a student's IEP or by some other statute or

regulation. The administration shall formulate and provide to each teacher, aide and the Association, guidelines on the duties and responsibilities of teacher aides.

8. The Board and Association hereby endorse the concept of professional courtesy. Professional courtesy shall be duties performed by a teacher during released or non-instructional time. Courtesy shall be extended only with the consent of both the teacher extending the courtesy and the teacher receiving the courtesy and the notification and approval of the building principal, or his designee.
9. Student teachers are placed through the administration. Teachers may choose to accept or refuse student teachers.
 - a. Supervisory teachers shall work directly with the college or university program coordinator, assist in developing opportunities for the student teachers to observe and practice the arts and skills of the profession.
 - b. The Association agrees to accept student teachers as honorary members during their student teaching period and include them in appropriate meetings and activities of the Association.
 - c. The supervisory teacher shall file written reports with the college or university and administration as are required by the institution sponsoring the student teacher.
 - d. Student teacher stipends paid to the District may be spent for in-service programs, released time for permanent staff, materials, or equipment. The supervising teacher shall determine the exact use of the stipend from the areas within these guidelines.
10. Assignments for the adult education, driver education, and summer school programs administered by the Concord Community Schools, will be made by the Board on the basis of seniority gained through the years of continuous employment in the District, assuming equal qualifications among applicants.
11. The Board agrees to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Teachers shall report their unavailability at the earliest possible time, but not later than 6:30 a.m. Once a teacher has reported unavailability it shall be the responsibility of the administration to arrange for a substitute teacher. Only in emergency cases will regular teachers be asked to substitute for an absent teacher for whom the administration has been unable to secure a substitute teacher. In such cases the teacher doing the substitute teaching will receive 0.000632 times the BA Base for each class hour taught in excess of his/her normal load. This provision does not apply in case of professional courtesy as outlined in Article 5, C, 8.

All teachers shall have their lesson plans in order and prepared at least one week in advance (defined as the Friday before or the Monday of the dated week of the plans, if requested) so that, in the event of a teacher's illness a substitute teacher will be able to continue the plan with a minimum of interruption. An absent teacher whose lesson plans are not available shall forfeit sick leave pay for that day.

The lesson plan availability clause shall not apply in the case of an extended illness beyond one week. A lesson plan conveyed by telephone will be acceptable for the first day of an absence. Plans for subsequent days shall be in writing, unless the teacher is incapacitated.

Teachers who report their unavailability late (after the specified times hereinbefore set forth) shall, on the occasion of the first such occurrence in a school year, be warned and reminded of the requirement for timely reporting, in writing. On the second occurrence he/she shall be docked (unless good and sufficient reason can be shown why reporting on time did not occur) a day's pay by way of loss of sick leave pay for the day on which he/she was late in reporting unavailability.

12. Teachers shall not be required to work under conditions which pose an imminent threat to their health, safety, or well being, provided that this provision shall not be construed as limiting a teachers duties and responsibilities in regard to maintaining student discipline.
13. Counselors shall not be assigned functions, discipline responsibilities, administrative and clerical duties, and study hall or lunchroom responsibilities as part of their normal duties. The counselor's employment is further subject to the working conditions set forth for the teachers in this agreement. Counselors may, due to economic necessity, be assigned teaching duties in keeping with their certification and qualifications.
14. A social worker's duties may be revised or amended by the District at any time. The social worker's work week shall be forty (40) hours and the social worker's day shall be eight (8) hours as assigned by the district administration. The social worker understands that he/she shall be required to perform services beyond the regular day and shall attend parent conferences.
15. The Board and Association recognize that multiple preparations on the secondary teaching level require additional work and effort on the part of the teacher so assigned. Teaching assignments with more than three preparations at a given time on a six period day and four preparations on a seven period day will be avoided whenever possible.

In all cases where more than three preparations (in a six period day) or four preparations (in a seven period day) are scheduled, the administration will consult

with the staff member affected before the schedule is finalized and the assignment made.

D. Supplies and Materials:

1. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard texts 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. The Board agrees at all times to keep the school reasonably equipped and maintained within the financial means of the District considering the entire educational program of the District. Requests by teachers for educational materials, when properly filed, shall formally responded to within fifteen (15) days.
2. The Board shall provide a teacher reference library in the District and include therein all texts which are reasonably requested by the teachers of the District which pertain to an instructional area offered by the school District and will increase the proficiency of such instruction, provided that financial constraints of the District shall be considered. Current periodicals provided in teacher's workroom shall be maintained.
3. The Board will continue to provide each school with adequate duplicating facilities to aid teachers in the preparation of instructional materials.
4. The Board shall provide:
 - a. A separate desk for each teacher in the District with a lockable desk drawer.
 - b. Suitable closet space for each teacher to store coats, and personal articles.
 - c. Adequate chalkboard space in every classroom.
 - d. Copies, exclusively for each teacher's use, of all texts used in each of the course he/she is to teach.
 - e. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.
 - f. Teachers shall not be assigned Cafeteria supervision, playground duty, hall patrol, or bus duty, except in compliance with other provisions of this contract. However, teachers are responsible for the supervision of school property and students at all time whenever teachers are in contact with

students. Bus duty is defined in accordance with Appendix D of this contract.

- g. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty workroom. Provision for such facilities will be made in all future buildings.
- h. Telephone facilities shall be made available to teachers for local calls and school business calls.
- i. Upon request of the Association, vending machines shall be installed in the faculty room.
- j. Adequate off-street parking facilities shall be provided and maintained properly.

E. School Improvement Plans:

The following applies to all statutory requirements of the School Improvement legislation, the Elementary and Secondary Education Act and the No Child Left Behind Act of 2001.

- 1. Decisions made by school improvement committees shall not violate the terms of the Master Agreement between the parties.
- 2. Any committee participation beyond the established workday and the established exceptions to such, shall be strictly voluntary.
- 3. Such voluntary participation or non-participation shall not be used as criteria for discipline or discharge.

“Nothing in this Agreement shall be construed directly or indirectly to in any way interfere with the District’s obligation to comply with the No Child Left Behind Act.”

F. Medically Fragile Students

In the event that the Concord School District is to provide services to medically fragile/special education students in a Least Restrictive Environment (LRE), the parties agree to bargain on any issue not addressed in statutory requirements.

ARTICLE 6: SCHOOL CALENDAR

The school calendars for the duration of this agreement shall be set forth as an appendix of this Agreement.

Contracts will be for the number of Professional Development and student attendance days as specified by State statute plus $\frac{1}{2}$ pre-school day and one (1) day at the end of each semester. New teachers shall have an additional orientation day. If the State should change the hours/days of student instruction, the change in time will be scheduled through a collaborative effort of the Board and the Association.

In a non-bargaining year, to insure an orderly start to the next school year and facilitate planning for professional development the administration and the CEA shall meet beginning in February to bargain and try to finalize the calendar for the upcoming school year. Every effort will be made to complete the calendar before May 1.

ARTICLE 7: VACANCIES, PROMOTION AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interest and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position may be granted by the administration, for example, to expand the individual teacher's experiences or to facilitate scheduling. Requests by a teacher for transfer to a different position shall be made to the principal with copies to the superintendent and Association. The application letter shall state the reasons for transfer, the school, grade, or position sought, and the applicant's qualifications. Such requests may not be used to avoid layoff. Such requests shall be reviewed once each year to assure active consideration by the Board.
- B. The Board declares its support of a policy of filling vacancies including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises, the superintendent will promptly notify the Association and post notices of same on a bulletin board in each school building for no less than two (2) weeks before the position is filled. Vacancies shall be filled on the basis of experience, competency, and qualifications of the applicants, and other relevant factors. Any new positions, including supervisory positions, shall be posted with accompanying job descriptions. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure shall be followed:
1. Teachers will be notified by the superintendent of vacancies when they occur.
 2. The teachers so notified shall have the responsibility of contacting the superintendent indicating their interest in said position within ten (10) days of mailing notification.

- C. A vacancy shall be defined, for the purposes of this contract, as when a new position is created or when a position is vacated by an employee who has resigned or otherwise been terminated. Positions eliminated by Board action shall not be considered vacancies.
- D. Involuntary transfers involving a layoff situation may be made if such will prevent the layoff of another teacher or will expedite the recall of a laid off teacher. Such involuntary transfer when made, will be in keeping with the seniority concept of this contract, that is, the least senior teacher by certification and qualification will be transferred first.
- E. Should an involuntary transfer become necessary not involving layoff, the Board will endeavor to transfer the least senior teacher certified and qualified for the position. Should reason be given for not transferring the least senior teacher representatives will meet to mutually discuss the most appropriate method for reassignment.
- E. Any teacher(s) desiring to voluntarily trade or exchange his/her assignment for one (1) year may do so with administration approval. Such transfers may be granted to expand the individual teacher(s) teaching experiences or to facilitate scheduling. Such exchange may, at the request of the teachers involved, be extended. Voluntary transfers such as these must normally be requested in the academic year prior to such requested moves. Teachers who exchange under this provision will be returned to their original positions, providing that position has not been eliminated. Such exchange may not be used to avoid layoff.

ARTICLE 8: LEAVES OF ABSENCE

- A. At the beginning of each school year each teacher shall be credited with eleven (11) days of leave, the unused portion of which shall accumulate to a maximum of one hundred fifty (150) days.
 - 1. **Personal Illness or Disability:** The teacher may use all or any portion of his leave to recover from his own illness or disability, including disability due to childbirth and complications of pregnancy. The Board, at its expense may require a physician's examination of a teacher and certification that the ailment justifies that a teacher not performing the normal teaching functions, if the teacher's absence exceeds five (5) days or is a recurring illness.
 - 2. **Death in the Immediate and Nuclear Families:** The teacher will be granted up to three (3) days with pay, not chargeable to sick leave, per death, in the immediate family. Immediate family shall be interpreted as mother, father, brother, sister, grandchildren, father and mother-in-law, brother and sister-in law, son-in-law and daughter-in-law, and grandparents. The teacher will be granted up to five (5) days with pay, not chargeable to sick leave per death in their nuclear family. Nuclear family shall be interpreted as husband, wife, and children. Additional bereavement days shall be charged to the employee's personal leave day bank.

3. **Other Deaths:** The teacher make take one (1) day per death to attend the funeral of any person whose relationship warrants such attendance.
 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.
 5. **Illness of Family Member:** A teacher may take a maximum of five (5) days per event of serious illness in the teacher's immediate family. (Immediate family for the purpose of this section shall be defined as an employee's spouse, children, parents, brother, sister, parents-in-law, grandparents and grandchildren). It is understood that this leave is not to be used to provide childcare services but only in the case of serious illness. Additional days per occurrence, if needed and available in the teacher's personal leave day bank, shall be with Board approval and subject to the regulations of the Family Medical Leave Act (FMLA).
 6. **Medical and Dental Appointments:** Medical and dental appointments that cannot be scheduled outside normal teacher duty hours may be charged to sick leave.
- B. The Board shall furnish each teacher with a written statement, at the beginning of each school year, setting forth their total sick leave credit.
- C. A teacher absent, due to injury or disease compensable under the Michigan's Worker's Compensation Act, shall receive from the Board the difference between the Worker's compensation payment prescribed by law and the teacher's regular salary, to the extent and until such time as said teacher shall have used up any "sick pay" herein provided. The above provision includes full compensation for the first seven (7) days when reimbursement is not made for time beyond fourteen (14) days. Sick leave shall be charged proportionately with the amount paid by the Board.
- D. At the beginning of the school year each teacher will be credited with three (3) days to be used for professional or personal business. Arrangements for professional days shall be made one (1) week in advance and personal days shall be made one (1) day in advance. Professional or personal business days shall not be used on the day preceding or the day following a scheduled vacation period. The above stipulation may be waived on an emergency basis by the superintendent. Unused professional or personal business days will be added to accumulated sick leave on the last day of each school year.
- E. The Board is in agreement with the JCEA to allow CEA Association members to donate sick days to an association member who has exhausted his/her sick days, due to extended illness. This is strictly voluntary on the part of Association members and will be used only in extreme cases of illness. The CEA will account for the days.

Upon request of sick person, the Superintendent and Concord Education Association President will determine if days will be offered.

It is also understood that a member who is in this situation is limited to receiving up to one hundred fifty (150) sick days, or a combination of the number of sick days used in a

given year plus days to equal one hundred fifty (150) days, whichever allows for the least amount of days needed.

F. Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any court procedure shall be paid for the difference between his regular salary and the court reimbursement for such time spent on jury duty or giving testimony; provided that this provision shall not apply if the teacher is subpoenaed to testify against the Board or School District in a proceeding in which the teacher or Association is the opposite party in the litigation.

G. At the beginning of every school year, the Association shall be credited with ten (10) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association with the approval of the Board. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. In the event that more than one (1) member of the Concord teaching staff is elected MEA R.A. Delegate, a memo of understanding will be developed to grant the Association five (5) additional days paid leave.

H. **Unpaid Leaves:**

1. Leaves of absence without pay may be granted upon application for the following purposes:
 - a. Study related to the teacher's licensed field.
 - b. Study to meet eligibility requirements for a license other than that held by a teacher.
 - c. Study, research or special teaching assignments involving probable advantage to the school system.
 - d. The teacher shall return to the same or comparable position. The maximum leave of absence shall be one (1) year. The regular salary increment occurring during such period shall not be allowed.
2. A military leave of absence shall be granted to any teacher who shall be inducted or called up for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefits of any increments which would have been credited to them had they remained in active service in the school system.
3. A leave of absence may be granted upon application for the purposes of serving as an officer of the Association, the Jackson County Education Association, the Michigan Education Association, or the National Education Association. Upon return, that teacher shall be restored to his former position or a position of like nature, seniority, status and pay.
4. A leave of absence not to exceed four (4) years may be granted to any teacher upon application for the purpose of campaigning for, or serving in public office. Upon return

the teacher shall be restored to his former position or position of like nature, seniority, status and pay.

5. 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 or until the end of the contract year, whichever is the shorter period. The Board agrees to continue health insurance benefits provided for by this Agreement for the duration of said leave.
 6. Following the birth or adoption of a child, a teacher may be granted childcare leave by the Board, for up to one (1) year. Such leave shall be without pay or benefits and shall terminate at the end of either a semester or school year. Upon return, the teacher will be returned to their former position or a position of like nature, status, seniority and pay; increment step will not be granted. Childcare leave may be granted at other times not associated with birth provided good cause is shown. The unpaid leave provisions of this Agreement shall be construed consistent with the requirements of the Federal Family and Medical Leave Act.
 7. All teachers on leaves of absence shall notify the superintendent of their intent to return no later than ninety (90) days prior to the end of the school year preceding the beginning of the school year in which the teacher is to return in order to be reinstated in a teaching position. Any teacher granted leave during the period subsequent to ninety (90) days prior to the end of the school year and the end of the school year shall make known their intent to return upon the granting of leave of absence in order to be reinstated in a teaching position.
- I. A general unpaid leave not to exceed one (1) year may be granted by the Board to tenure teachers. Upon expiration of such leave the teacher shall be returned to his/her former position of like nature, status, seniority and pay. Unpaid leaves of a shorter duration less than thirty (30) days, may be granted to tenure teachers upon request.

ARTICLE 9: PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. Teachers involved in voluntary extra duty assignments as set forth in Appendix B which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement.
- C. All teachers covered by terms of this Agreement shall be granted the insurance protection and other benefits contained in Appendix C which is attached to and incorporated in this Agreement, except that benefits will be pro-rated for part time teachers in the manner described in Article 5, Section A, 8.
- D. Teachers required in the course of their work to drive personal automobiles shall receive a car allowance equal to the applicable IRS standard mileage rates then in effect. The

same allowance shall be given for approved use of personal cars for field trips or other business of the District. The Board shall provide automobile liability and collision insurance protection over and above personal coverage for teachers when their personal automobiles are used as provided in this section.

- E. In recognition of faithful service to the School District a terminal leave payment of sixty dollars (\$60.00), for each year of service in the Concord Schools and a payment of fifteen percent (15%) of the teacher's accumulated sick leave pay shall be granted to a teacher who retires/resigns/leaves the district after 15 years of service to the district.

ARTICLE 10: PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement and may be processed as a grievance as hereinafter provided, except the following matters shall not be subject to the grievance procedure:

1. The termination of a probationary teacher.
2. The termination or demotion (as defined in the Teacher Tenure Act) of a tenured teacher.

Step I

- B. 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.

Step II

- C. 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 in a form. This form shall be signed by the grievant and 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 and superintendent. If the grievance involves more than one (1) school building, it may be filed with the superintendent or a representative designated by him. The grievance must be filed within ten (10) calendar days of the event or the time at which it is reasonable to assume that a reasonable diligent person should have gained knowledge of the event that gave rise to the violation, misinterpretation, or misapplication.
- 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.

Step III

- 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, the grievance shall be transmitted to the Superintendent within ten (10) days of the meeting. Within seven (7) calendar days of the receipt of the grievance, the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition on the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.

Step IV

- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board within in ten (10) calendar days of the meeting. The Board no later than its regular meeting or within two (2) calendar weeks whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association. All evidence to be used shall be reviewed and resubmitted by both parties.
- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. Such submission must be made no later than fourteen (14) calendar days from the date of the Board meeting, Section F, of this Article. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by American Arbitration Association in accord with its rules which likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. All arbitration hearings shall be held in the school district. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first make a determination of arbitrability. 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 paid by the loser.
- I. The time limits provided in this Article shall be strictly observed but may be extended or shortened 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 of any party, the Board shall process such grievance prior to the end of the school term or within ten (10) days.

- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- K. Failure to adhere to the time limits specified in this Article shall mean that the grievance will be resolved in favor of the last party to respond.
- L. In the event that a grievance arises that both the Association and the Board agree requires a speedy resolution, it may be appealed to arbitration following F, Step IV, using the American Arbitration Association's rules for expedited arbitration.
- M. Failure to adhere to the time limits specified in this Article shall mean that the grievance move to the next step of the grievance procedure.

ARTICLE 11: TEACHER EVALUATION

- A. All formal observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The performance of all teachers shall be evaluated in writing. Formal evaluation of a teacher shall be done by his/her immediate supervisor. During the formal evaluation observation, the teacher shall not be held responsible to demonstrate those methods and techniques found to be unique to instructional styles and/or training programs of which the teacher has not had formal training in their use (ITIP, Glasser, Michigan Model, Utah Reading, etc.).
- B. Observations of the work of a teacher for formal evaluation shall not be less than two (2) class periods at the Middle and High School levels or eighty (80) minutes at the elementary school level. Observations shall be conducted in a timely manner, which would allow for growth and/or improvement between observations. Informal observation of work which is to be documented shall be written and a copy given to the teacher.
- C. Probationary teachers will receive an annual year-end evaluation report that shall be based on at least two classroom observations held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the administrator. The evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his/her individual development plan. The individual development plan shall be completed no later than thirty (30) days after the first contract day of the school year. The plan may be modified at any time through the year with mutual consent of the teacher and the administrator.
 - 1. Tenured teachers will receive an evaluation report at least every three years. Tenured teachers are encouraged but not required to complete an Educational Development Plan (EDP) as a part of the goal setting process. Tenured teachers and counselors who are currently working under an unsatisfactory evaluation may be required to complete and follow an Educational Development Plan (EDP) as part of the evaluation process. This EDP will be mutually developed by teachers and administrators.

- D. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) days of evaluation. If an evaluator finds a teacher lacking, the reasons shall be set forth in specific terms as well as specific suggestions for improvement. If the teacher disagrees with the evaluation, she/he may submit a written answer which shall be attached to the file copy of the evaluation in question.

The teacher evaluation process will involve the following elements:

1. Goal setting
 2. Teacher observation
 3. Formal evaluation report – a written report designed to be summative.
- E. Each evaluation report of a teacher shall be forwarded by a personal conference between the teacher and the evaluator within two (2) weeks of the formal evaluation, for the purpose of clarifying the written report.
- F. Formal evaluation reports will be completed and given to the teacher being evaluated no later than May 1.
- G. A teacher shall have the right to review the contents of his/her personnel file in the presence of the administrator charged with the safe keeping of the file or that administrator's designee and to have a representative of the Association accompany him/her in such review.
- H. No material originating in the School District after original employment will be placed in his personnel file unless the teacher has been furnished a copy of such 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. The signature of a teacher on any materials placed in his/her file not originating from the teacher will not signify agreement but only the fact that he/she is aware of such material, unless express words of agreement accompany signature. If the teacher believes that material placed in his/her file is false or in error, such material will be removed or corrected upon conclusive evidence of its invalidity or error.
- I. Each teacher's personnel file shall contain the following minimum of information:
- TB report, required medical information
 - All teacher evaluation reports
 - Copies of annual contracts
 - Transcript
 - Teacher certification
 - Tenure recommendation
 - Highly Qualified Status

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become part of said file.

ARTICLE 12: MENTOR TEACHER

Mentor Teacher. Mentor teachers shall be provided to teachers in the first three (3) years of their teaching career. However, the District may provide a mentor to any probationary teacher.

1. Selection/Qualifications
 - a. Principals will recruit mentor volunteers as soon as possible, but no later than two (2) weeks after the start of the school year.
 - b. Mentors will preferably be tenured teachers of like grades and subject matter to the probationary teacher. In the absence of a volunteer who meets these criteria, principals may recruit teachers in other grades or subject areas who have demonstrated expertise in teaching and learning.
 - c. Mentor teachers shall have demonstrated a commitment to professional development and the ability to work well with others.
 - d. The mentoring relationship will remain in effect until the end of the probationary period or until such time that either party chooses to end the association. The District may terminate the mentoring relationship if the mentor fails to fulfill his/her obligations under this Article.
2. Responsibilities
 - a. Mentors will provide professional support, instruction and guidance for the development of professional expertise, including development of IDP's.
 - b. Mentors will maintain absolute confidentiality. Communications between mentor and mentees may only be discussed with third parties upon written consent of the probationary teacher except in cases of illegal conduct. In cases of breach of confidentiality, any information gained shall not be used in evaluation of mentor or probationary teacher.
 - c. Mentors will assist new teachers in becoming familiar with teaching, policies of the school and assisting in becoming a part of the school and community.
 - d. The mentor teacher is a resource person and shall not be held responsible for the performance of the probationary teacher.
3. Process. Mentor teachers and new teachers will meet and establish plans for interaction. The District may provide time for such meetings. Plans may include conferences, visitations, observations, demonstrations, etc.

4. Training
 - a. Mentors may be provided access to local, county, and/or state training as available or as requested.
 - b. The District will provide training annually to mentor teachers.

ARTICLE 13: REDUCTIONS IN PERSONNEL

- A. In order to promote an orderly reduction in personnel when the educational program, curriculum, and staff is curtailed, the following procedure will be used:
 1. Probationary teachers shall be laid off first, according to date of hire. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified and qualified to perform the duties the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
 2. If the reduction of teaching personnel is still necessary, then tenure teachers shall be laid off on the basis of seniority, provided that those teachers remaining are certified and qualified to fill the remaining positions. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e. those teachers with least seniority are to be laid off first.
- B. A teacher who is laid off pursuant to this Article has the right to be placed in a teaching position for which the teacher is certified and qualified to fill and which is occupied by a teacher with less seniority. Seniores teachers electing to replace a less senior teacher within their certification must, if possible, seek placement so as not to cause unnecessary layoff to another teacher.
- C. "Seniority" shall be defined as the amount of time an individual has been continuously employed in a certified position within the School District. Such seniority shall be measured from the first day of employment scheduled on the job. Should there be ties in employment dates the following procedure shall be followed to break ties:
 1. Date of signing of the teacher first contract of employment, then if a tie exists;
 2. Date of formal action of hiring by the Board of Education, then if a tie exists;
 3. A drawing shall be held to determine placement on the seniority list. Teachers tied for seniority, as well as a representative of the Board and the Association, shall be present at all drawings.
- D. Approved leaves of absence shall not cause an interruption of continuous seniority, although seniority shall not accrue during leaves unless specifically granted in other provisions of this agreement. Seniority shall not accrue for a laid off teacher beyond two (2) years.

- E. Within two (2) weeks after a request, the Board shall provide the CEA/JCEA a complete up-to-date seniority list. Said seniority list will rank teachers from the individual with the most amount of service. As deletions and additions occur, the Board will notify the Association.
- F. "Seniority" shall be credited to administrators only for years in the bargaining unit.
- G. For the purpose of this Article, "qualified" shall be defined as having a major or minor or endorsement which requires the showing of training or experience in the area to be taught or prior instructional experience of at least one (1) full semester in the area to be taught. For the purposes of such qualifications, grades K-6 shall be deemed to be one (1) subject area. Teachers who do not meet the requirements of this provision, in order to be placed in the 7-8 grade must agree to take and satisfactorily complete a minimum of six (6) semester hours or its equivalent of academic training in that specific subject area within twelve (12) months of placement in order to be qualified for the position.
- H. The teachers involved and the Association will receive at least forty-five (45) days notice of impending layoffs except in cases of large unexpected enrollment decline and/or State Aid reductions. In no case, however, will a teacher receive less than thirty (30) days notice.
- I. The Board shall inform the Association of the proposed reduction and afford the Association access to the Administration for discussion.
- J. Recall of laid off teachers shall be in the inverse order of layoff; i.e. those laid off last will be recalled first, provided, however, that a teacher in order to be recalled shall be certified and qualified to teach the position available. A certified letter shall be sent to each teacher with a copy to the Association upon recall. Should the teacher not respond to the letter within ten (10) days after receipt of the certified letter, the Board's obligation for further employment to said teacher shall cease.
- K. When vacancies occur while teachers are on layoff, laid off teachers shall, if certified for the position, be offered the position prior to any posting. If, however, a position is reinstated that was previously held by a teacher that was displaced from the position and that teacher is not on layoff such teacher shall have the opportunity to return to the reinstated position if the return does not prevent the recall of a laid off teacher.
- L. A laid off teacher shall maintain recall rights for three (3) years. This provision shall be subject to the requirements of the tenure law for tenure teachers.
- M. Reduction of hours: Should reduction in hours take place, senior teachers shall be retained if certified and in compliance with Section A-3, in order to maintain a full contract day or year. Teacher assignments altered in compliance with this clause are not subject to any limitations on the number of preparations.

- N. Laid off teachers shall receive first priority in substituting for the School District.

ARTICLE 14: 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 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, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will provide professional assistance for said student.
- B. Each teacher will file a classroom discipline plan with the building principal no later than the second Friday school is in session, if requested. The administration and teacher will sign the plan indicating agreement to its content.
- C. If a teacher has good reason to believe that a pupil's conduct in class, subject or activity constitutes conduct for which the pupil may be suspended from a class, subject, or activity, the teacher may suspend the pupil from the class for up to one (1) full school day. The teacher shall immediately report the suspension and the reason for the suspension to the school principal for appropriate action. If that action requires the continued presence of the pupil at school, the pupil shall be under appropriate supervision. As soon as possible after a suspension under this section, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor, school psychologist or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. During a suspension the pupil shall not be returned that school day to the class, subject or activity from which he or she was suspended without the concurrence of the teacher of the class, subject or activity and the school principal. This provision applies to all grade levels. In the case of where the student is in a class for an entire day the i.e. elementary classroom, the suspension applies for the entire time that the student is with the teacher who issued the suspension.
- D. The Board shall promulgate rules and regulations setting forth procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed to students, teachers, and parents at the commencement of each school year.
- E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. Upon the teacher's written request, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

- F. If any teacher is complained against or sued as a result of any reasonable action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel to advise the teacher of his/her rights and obligations and shall render all reasonable assistance to the teacher in his/her defense. The Board shall also underwrite the cost of legal counsel to defend the teacher to the extent such cost is covered by the Board's liability insurance.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, if the teacher is acting within the guidelines of the discipline code.
- H. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, which results from the acts of students or negligence of the Board to properly maintain the premises, as long as the teacher uses preventative measures such as locking rooms or equipment when not in use and exercising due care. The Board's liability for such loss, damage or destruction of personal equipment shall not exceed fifty dollars (\$50.00) unless it or its designee is made aware of the property on the school premises and agrees to liability. In no case will the teacher expect double reimbursement for losses.
- I. No disciplinary action shall be taken upon any complaint by a parent or a 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.
- J. A teacher, in accordance with the Michigan School Code may use reasonable physical force as may be necessary:
1. To protect the teacher, a student or others from immediate physical injury,
 2. To obtain possession of a weapon or other dangerous objects upon or within the control of a student, or
 3. To protect property from physical damage.
 4. To restrain or to remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions if the pupil has refused to comply with a request to refrain from further disruptive acts.

A teacher shall not threaten to inflict, or cause to be inflicted corporal punishment upon any student, unless it is to address an issue that is covered in numbers 1-4. Corporal punishment means the deliberate infliction of physical pain by any means upon the whole or any part of a student's body as a penalty or punishment for a student's offense. Any teacher who violates the prohibition against corporal punishment shall be subject to disciplinary action. The Board agrees to indemnify against any damages, fines, legal fees, or other costs as a consequence of any act or omission by a teacher authorized by the provisions of this paragraph. An act or omission by a teacher in violation of this paragraph frees the Board of any responsibility to indemnify the teacher.

- K. Teachers will be informed of standard rules for student conduct each fall. It is the responsibility of each teacher, with the assistance of the building principal, when necessary, to uniformly enforce said rules.

ARTICLE 15: 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 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 Concord Education 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.
- 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. When weather conditions, mechanical malfunctions and/or other emergencies act to close schools to students, bargaining unit members shall not be required to report to work, provided that teachers may be subject to being called in by the superintendent when conditions permit. Teachers unable to report due to inclement weather shall not be expected to comply.

When such days are rescheduled, pursuant to the State Aid Act, bargaining unit members shall be required to report to work. Neither the closure of schools due to "Acts of God Days," nor rescheduling of such days, shall act to increase or decrease the number of workdays in the school calendar or the amount of compensation due to a bargaining unit member in accordance with their step and level on the salary schedule.

The rescheduling of such "Act of God Days" shall be as is required by the State Aid Act or other state law.

ARTICLE 16: NEGOTIATIONS PROCEDURES

- A. The Association shall designate a teacher in each school building as the Association Representative (A.R.) whom shall be the agent of the Association for the purpose of employment relations in the respective school building. The principal and Association Representative may meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure. Matter of employment relations

which concern the school system as a whole shall be addressed by the Association president and the superintendent of schools.

- B. Before March 15th of the final year of this contract, the parties shall initiate negotiation for the purpose of entering into a successor agreement.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative 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. There shall be three (3) signed copies of any final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the superintendent.

ARTICLE 17: PROFESSIONAL BEHAVIOR

- A. It is understood and recognized that the teachers shall continue to use the school day for:
 - 1. Planning and preparing for their classes. (Careful daily, weekly and semester preparations.)
 - 2. Teaching their pupils.
 - 3. Evaluating pupil progress and discussing with their colleagues the effectiveness of their own planning and implementation of these plans.
 - 4. Providing professional service to the school and community for the purpose of assisting in the development and implementation of quality education in the system.
 - 5. Reporting their evaluations of pupil progress to the school administration and to the parents of the children whom they teach at appropriate times during the school year.
- B. 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 rules 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.
- C. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action by the Board or representative thereof shall be subject to the professional grievance procedure except for the termination or demotion (as defined by the Teacher Tenure Act) of a tenured teacher. All information forming the basis for disciplinary action will be made available to the teacher and the Association.
- D. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representative which are not inconsistent with the provisions of this Agreement, provided that any teacher may reasonably refuse to perform duties not ordinarily within the realm of teaching duties and responsibilities.

Teachers shall be expected to dress in reasonable attire consistent with School Board Policy and Regulation.

E. **Continuing Education:**

1. The Concord Board of Education recognizes the importance of continuing professional growth for teachers and agrees to pay a lump sum of one hundred (\$100) dollars to any teacher successfully completing the equivalent of one (1) semester hour of college or university work beyond the required credits for permanent or continuing certification, or fourteen (14) hours per year. This is a one-time payment, and the teacher's request for such payment of these completed semester hours must be accompanied by a transcript of his/her grades. The district will not reimburse for college credit if credit is included in a registration fee that the district is paying.
2. To receive payment under this provision, a teacher must make application, including transcript to verify successful completion of the credit hour, within three (3) months of notification of successful completion of the course for which reimbursement is requested. Teachers earning hours on a quarterly system rather than a semester system must convert their hours by multiplying the number of hours taken by two-thirds (2/3).

F. The parties support the principle of continuing training of teachers and participation by teachers in professional organizations in the area of their specialization(s). The Board agrees to provide, upon approving the applications, some of or all the funds for teachers who desire to attend selected professional conferences. Travel, meal, lodging, and registration fees shall be deemed appropriate expenses by the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher may reapply to attend the conferences at his own expense. The Board may approve or disapprove applications at its own discretion. In the event the Board requests a teacher attend any conference in connection with this Article, the teacher shall have all pre-approved expenses and fees paid by the Board.

G. The Board recognizes the educational profession's right and responsibility to insist that, relatively, children must be free to learn and teachers free to teach. Thus, no special limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas, except that:

1. The teacher must be acting within his certified area in accordance with accepted course of study.
2. The teacher must exercise responsibility and prudence, and must realize that teaching in an elementary, Middle or High School places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learner relationship.
3. The teacher must abide by established Board policy on curriculum.
4. The teacher shall present and cover the fundamental ideas, concepts, and philosophies contained in the texts provided by the Board.

- H. All communications obtained by a teacher in the course of his/her professional duties and deemed, by said teacher, to be confidential nature, will not, except with the consent of said teacher, be disclosed to anyone unless said disclosure is required by law.

ARTICLE 18: 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 signed amendment to the 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, regulation, or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. All teachers covered by this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted by or sold by the District.
- E. 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 provisions 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.
- F. Copies of this Agreement titled "Master Agreement Between the Concord Community Schools and the Jackson County Education Association" shall be printed within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed by the Board. The Board shall further, furnish eighty (80) copies of the Master Agreement to the Association for its use. The expense of printing such copies shall be equally shared by the Board and the Association.
- G. The Board agrees to enforce, as they pertain to a public school district, the laws of the State of Michigan, with specific attention being given to the Michigan School Code.
- H. Each spring all teachers will draw up a list of teaching supplies that are needed for the following year. Supplies will be ordered in accordance with the District wide procedures outlined in Board policy and administrative regulations. Teachers will be informed of funds available for the purchase of teaching supplies upon request.
- I. Prior to the end of the school year every teacher will make a list of repairs and/or improvements that they believe are needed in their rooms or teaching stations. The list

shall be given to the building principal who will compile the list and post it in the building and forward a copy to the superintendent for consideration by the Board.

ARTICLE 19: ANNEXATION, CONSOLIDATION

- A. During the life of this Agreement, if annexation, consolidation, or the boundaries of the School District change, the Board agrees to notify the Association in advance so the Association may bargain the effects of that change on its members prior to implementation.

This agreement shall be binding on any successors to the extent permitted by law.

ARTICLE 20: ADULT AND COMMUNITY EDUCATION

- A. Adult Education and Community Education teachers included in the bargaining unit under Article I shall be entitled to only those rights under this Agreement included in Articles 1, 2, 3, 4, 5C-10, 7-B, 10, 13, 14, 15, 16, 17, 18, 19, and 20.
- B. Adult Education and Community Education teachers who are teaching classes that require a certified teacher shall be paid in accordance with schedule B. Those teachers as defined above shall receive only those benefits prescribed by schedule B.
- C. Adult Education and Community Education vacancies included in the bargaining unit shall be posted for bid and filled pursuant Article 7-B of this Agreement.
- D. Failure of a sufficient number of students to enroll in a class shall constitute just cause for canceling the class as well as the employment of the teacher.

ARTICLE 21: DURATION OF THE AGREEMENT

This Agreement shall be effective August 25, 2006 and shall continue in effect through the day prior to the first day for teachers of the 2009-10 school year. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Education Association

By _____
Brian Couling

By _____
Johanna Pscodna

By _____
Cheryl Price

By _____
Sherril Studley

By _____
Steve Zigray

Board of Education

By _____
Mike Anderson

By _____
Steve Laske

By _____
Christi Saenz

By _____
Robert Bada

** Original Signatures on file.

APPENDIX A A

Salary Schedule

**2006 – 2007
Effective January 12, 2007**

Step	BA	MA or BA + 30	MA + 30 or BA + 60
1	36,039	37,711	39,741
2	36,834	39,015	41,045
3	38,999	40,325	42,355
4	39,894	42,070	44,100
5	41,636	43,820	45,850
6	43,259	45,563	47,593
7	45,129	47,310	49,340
8	46,878	48,315	50,345
9	48,617	51,676	53,706
10	50,666	54,292	56,322
11	53,632	57,776	59,806
12	55,973	60,123	62,153

Salary Schedule

2007 - 2008

Step	BA	MA or BA + 30	MA + 30 or BA + 60
1	36,579	38,277	40,337
2	37,387	39,600	41,660
3	39,584	40,930	42,990
4	40,492	42,701	44,761
5	42,261	44,477	46,537
6	43,908	46,247	48,307
7	45,806	48,020	50,080
8	47,581	49,040	51,100
9	49,347	52,451	54,511
10	51,426	55,107	57,167
11	54,436	58,642	60,703
12	56,813	61,024	63,085

Salary Schedule

2008 - 2009

Step	BA	MA or BA + 30	MA + 30 or BA + 60
1	37,311	39,043	41,144
2	38,135	40,392	42,493
3	40,376	41,749	43,850
4	41,302	43,555	45,656
5	43,106	45,367	47,468
6	44,786	47,172	49,273
7	46,722	48,980	51,082
8	48,533	50,021	52,122
9	50,334	53,500	55,601
10	52,455	56,209	58,310
11	55,525	59,815	61,917
12	57,949	62,245	64,347

Longevity:

16th thru the 20th years of service in the District \$300

21st thru the 25th years of service in the District \$450

26th thru the 30th years of service in the District \$600

The Longevity payments are to be made in the last paycheck in June.

APPENDIX B

The listing of any activity under Schedule "B" shall not be interpreted as requiring that the activity will be provided. The following percentages shall be applied to the step of the B.A. Schedule "A" which reflects the years of experience of the teacher in the designated position in the School District, but no higher than the third step of the B.A. Schedule "A". Current individual on Schedule "B" are to be Grand-personed. Grand-personed shall be interpreted to mean: anyone at a B.A. Schedule 4 or 5 at the end of the 03-04 school year will be frozen at B.A. Schedule 4 or 5 respectfully. New positions created by the provisions of this Appendix shall begin at step one of the B.A. Schedule "A".

	<u>%</u>		
Elementary Camp	2	J.V. Assistant	6
Elementary Student Council	2	M.S. Football	4
Middle School Student Council	2	M.S. Assistant	4
High School Student Council	5	M.S. Flag Football	2
Safety Patrol	4	Head Basketball	14
Department Head	5	J.V. Basketball	7
Plays (each approved)	5	Freshman Basketball	6
H. S. Yearbook	5	7 th Grade Basketball	4
M.S. Yearbook	3	8 th Grade Basketball	4
H.S. Newspaper	4	Varsity Baseball	8
H.S. – Debate and Forensics	3	J.V. Baseball	6
H.S. and M.S. Chess	4	H.S. Track	8
Band	9	Track Assistant	4
Jr. and Sr. Class Advisor	3	M.S. Track	4
Fr. and Soph. Class Advisor	2	Cross Country- Boys & Girls	10
6 th , 7 th and 8 th Class Advisor	1	MS. Cross Country	3
Art Show	3	H.S. Wrestling	14
Mentor	2	M.S. Wrestling	2
Trainer - Fall	6	H.S. Golf	6
Trainer -Winter	3		
Trainer – Spring	3	<u>GIRLS SPORTS:</u>	<u>%</u>
7 th Grade Quiz Bowl	1	Varsity Girls Basketball	14
8 th Grade Quiz Bowl	1	J.V. Girls Basketball	7
HS Quiz Bowl	1	H.S. Cheerleader	6
HS Quiz Buster	1	M.S. Cheerleader	3
FHA	1	7 th & 8 th Basketball	4
Academic Enrichment Coord.	6	H.S. Golf	6
National Honor Society	1	H.S. Volleyball	14
S.A.D.D	1	J.V. Volleyball	7
		7 th & 8 th Volleyball	4
<u>BOYS SPORTS:</u>	<u>%</u>	H.S Softball	8
Head Football	14	H.S. Track	8
Assistant Varsity	7	Driver Education (hourly) - B.A. 1 x .00632	
J.V. Football	7	Adult & Comm. Ed. (hourly) -B.A. 1 x .00080	

Curriculum Chairpersons: Two (2) days in district release time per year to perform task related to Chairperson's responsibilities.

NCA Chairpersons: Two (2) days in district release time per year for each building to perform tasks related to Chairperson's responsibilities.

APPENDIX C

INSURANCE AND OTHER BENEFITS

- A. For the 2006-2007 school year, the Board will pay \$13,521 toward Pak A. All Pak A members contribute \$40 per pay for the 2006-2007 upon contract implementation. In 2007-2008 and 2008-2009, the Board and the members will equally share the cost of the increase in insurance up to 10% each year. An increase in insurance cost above 10% per year will be paid by the employee. Insurance protection shall be for a full 12 month period for the employee and his/her entire family (as applicable). Employees must elect coverage under either Plan A or Plan B.

Example: If the increase for MESSA Choices II in 2007-2008 is 9%, the Board would pay 4.5% and members would pay 4.5% of the increase. In the event that the increase is greater than 10%, the Board will pay 5% and members will pay the amount of the increase over 5%.

PLAN A **For employees needing health insurance**

HEALTH	MESSA CHOICES II
	\$10.00/\$20.00 Prescription Co-pay
LONG TERM DISABILITY	66 2/3% \$3000 monthly max
	90 calendar day modified fill
	Freeze on offsets
	Alcoholism/drug addiction 2 year
	Mental/nervous 2 year
DENTAL (Delta)	(80/80/80): \$1,000 COB;
	80: \$1300 Lifetime Max
NEGOTIATED LIFE	\$15,000 AD&D
VISION	VSP-2

PLAN B **For employees not needing health insurance**

DENTAL (Delta)	(80/80/80): \$1,000 COB;
	80: \$1300 Lifetime Max
VISION	VSP-3

NEGOTIATED \$20,000 AD&D
LIFE
LONG TERM Same as in Plan A above.
DISABILITY

- B. The Board shall establish a Section 125 Plan.
- C. The Board shall provide, for those members selecting Plan B, an additional three-hundred dollars (\$300.00) per month starting July 1, 2004 to applied to a Tax Deferred Annuity in their name through a company of their choice, provided said choice is in conformity with Article 4-D of this Agreement.
- D. Bargaining unit members shall be eligible for and shall select either Plan A or Plan B of coverage as set forth above, except as follows:
 - a. Where spouses are both employed by the Employer, one employee may select Plan A of coverage and the other Plan B.
 - b. An employee who for any reason retains group health insurance coverage, with coordination of benefits, from any source other than the health insurance provided by virtue of this Agreement and his/her employment with Employer, shall be ineligible and shall otherwise not receive the health insurance coverage provided herein, unless the coverage provided his/her spouse through the spouse's employment requires such coverage. The employee may select Plan A above if not taking health insurance elsewhere, and shall otherwise be eligible for Plan B above. Every employee shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following form shall be distributed to all employees during the open enrollment period:

I hereby declare that the health insurance that I receive pursuant to APPENDIX C of the Master Agreement between the Concord Community Schools and the JCEA is the only group health insurance coverage, with coordination benefits, that I retain or am eligible to receive benefits from.

Date: _____

Signature of Employee

APPENDIX D

BUS DUTY

BUS DUTY IS NOT:

1. Supervising the loading and unloading of the bus fleet.
2. Riding on a daily bus route.
3. Supervising students on busses until bus drivers arrive.
4. Supervising students on busses during runs for extra-curricular activities.

BUS DUTY IS:

1. Supervising students while on fieldtrips.
2. Supervising students under emergency conditions.
3. Supervising students as a part of a club or activity trip.
4. Assisting students who are incapable of locating their own bus.

APPENDIX E

JOB SHARING

The Board and the Association agree to meet and negotiate the terms and conditions of job sharing prior to the implementation of any job sharing arrangements. If agreement is reached on a job sharing provision it shall be incorporated into the Master Agreement.

APPENDIX F

2006-2007 CALENDAR

AUGUST

Fri	25	New Staff Report
Mon	28	All Staff Report//Rooms in Afternoon
Tues	29	Professional Development Day
Wed	30	Professional Development Day
Thu	31	Professional Development Day

SEPTEMBER

Tues	5	First Day for Students –1/2 day
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OCTOBER

Wed	11	K-12 Parent Teacher Conferences: 4:00 – 8:00 p.m.
Thu	12	K-12 Parent Teacher Conferences: 4:00 – 8:00 p.m.
Fri	13	No School

NOVEMBER

Fri	3	End of First Marking Period (42 student days)
Fri	10	Professional Development Day
Thu/Fri	23/24	Thanksgiving Recess – No School

DECEMBER

Mon	25	Christmas Vacation Begins (Dec 25 – Jan 5)
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JANUARY

Mon	8	School Resumes
Wed	24	Exams (Half Day for Students)
Thu	25	Exams (Half Day for Students) (47 student days)
Fri	26	Records Day – No School for Students
Mon	29	Second Semester Begins

FEBRUARY

Mon	19	No School
Wed	28	K-12 Parent Teacher Conferences: 4:00 – 8:00 p.m.

MARCH

Thu	1	K-12 Parent Teacher Conferences: 4:00 – 8:00 p.m.
Fri	2	No School
Tue	13	Professional Development Day
Fri	30	End of 3 rd Marking Period (43 student days)

APRIL

Mon	2	Spring Break Begins
Mon	9	School Resumes

MAY

Fri	25	Senior's Last Day
Mon	28	Memorial Day – No School

JUNE

Sun	3	Graduation
Wed	13	Exams (Half Day for Students)
Thu	14	Exams (Half Day for Students)
Fri	15	Records Day (47 student days)

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