

**AGREEMENT
BETWEEN
PARCHMENT SCHOOL DISTRICT
AND
KALAMAZOO COUNTY EDUCATION ASSOCIATION
JULY 1, 2005 - JUNE 30, 2008**

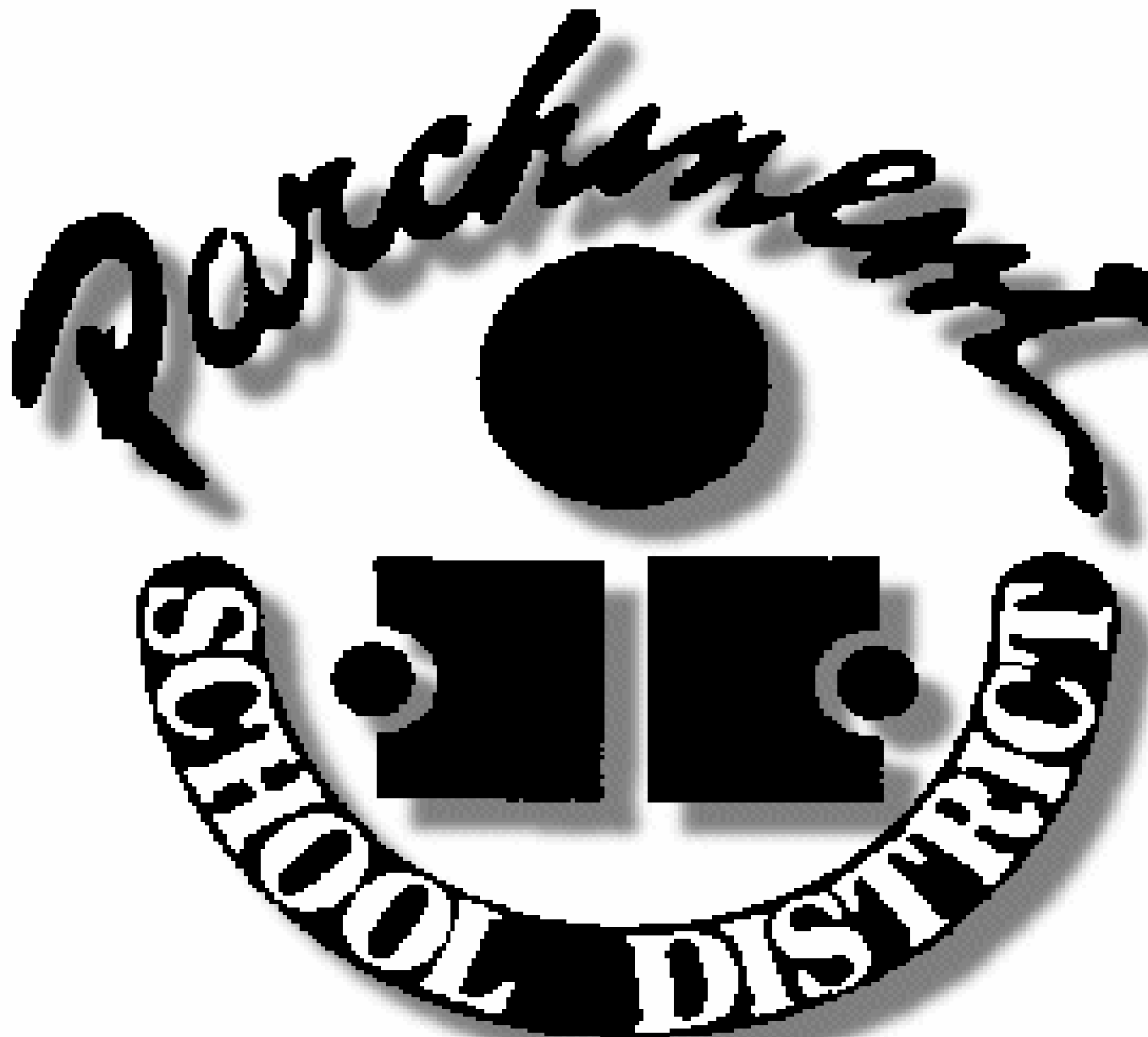


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A G R E E M E N T

THIS AGREEMENT entered into by and between the PARCHMENT SCHOOL DISTRICT, Kalamazoo County, Michigan, hereinafter called the "Board," and the KALAMAZOO COUNTY EDUCATION ASSOCIATION, hereinafter called the "Association," an affiliate of the MEA. The signatories shall be the sole parties of this Agreement.

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Parchment School District is their mutual aim and that the character of such education depends significantly upon the quality and morale of the teaching service.

In consideration of the following mutual covenants and agreements herein contained, it is agreed:

ARTICLE 1 - RECOGNITION

SECTION A: The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 336 of the Public Acts of 1947, as amended, for all certified professional teaching personnel, on tenure or probation, together with the school social worker (if employed by the School District), school psychologist (if employed by the School District), temporary teaching employees under contract, but excluding supervisory and executive personnel, per diem substitutes, teacher aides, and any other person engaged at least 50% of the time in direct administration and supervision of professional personnel and employees of any other employer. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined.

Section B: The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a complaint, and having the complaint adjusted without intervention of the Association, not inconsistent with the terms of this Agreement. The teacher may, however, at any time, request the assistance of the Association.

Section C: Teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Association and the Michigan Education Association) upon such conditions as the Association shall establish, these dues and assessments to be determined no later than September 30 of the current school year. Such sums shall be deducted from the regular salaries of all such teachers.

Section D: Any teacher who is not a member of the Association or who does not make application for membership within thirty (30) days from the commencement of teaching duties, shall as a condition of employment, 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 provided, however, that the teacher may authorize

payroll deductions for such fees in the same manner as provided in Section C. In the event that a teacher shall not pay such service fee directly to the Association or authorized payment through payroll deductions, as herein provided, the Board shall, at the request of the Association, terminate the employment of such teacher. The Board and the Association expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for dismissal from employment.

Section E: The Board will make applicants for teaching positions in Parchment aware of this provision prior to hiring new teachers.

Section F: The Association agrees to indemnify and save the Board harmless from and against any and all claims, suits, costs of defense and/or any other form of liability that may arise out of or by reason of action taken by the Board in reliance upon or compliance with the terms and provisions of Section D of this Article.

Section G: Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 2 - RIGHTS OF TEACHERS

Section A: Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every employee of the Board in the appropriate unit shall have the right freely to organize, join, and/or support the Association for the purpose of engaging in collective bargaining and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board agrees that it will not directly or indirectly deprive, coerce or discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any Association activities (which do not interfere with any educational program) or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement with respect to any terms or conditions of employment.

Section B: Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

Section C: The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or any other protected group as defined by the Elliot-Larson Civil Rights Act.

Section D: The Board and the Association recognize the right of either party appropriately to invoke the assistance of the State Labor Mediation Board.

Section E: The Association and its members shall have the right to use school building facilities at all reasonable (not interfering with any educational programs) hours for meetings. Staff room bulletin boards and other established media of communication shall be made available to the Association and its members.

Section F: The Board agrees to furnish to the Association in response to reasonable requests from time to time such information as may be available concerning the financial resources of the District, tentative budgetary requirements, allocations, agendas and such other information as will assist the Association to bargain collectively. The Board agrees to furnish such other information as will assist the Association in developing intelligent, accurate, informed and constructive educational programs on behalf of the teachers and their students.

Section G: It has been agreed by the parties that during the duration of this Agreement, if the Board staffs an Alternative Learning Center at the Middle School that includes directed instruction, then in such case the staff will include one bargaining unit member.

ARTICLE 3 - RIGHTS OF BOARD

Section A: The Board recognizes the importance of the teacher and committee opinions and recommendations in the effective operation of the educational processes.

Section B: The Association recognizes certain rights and responsibilities of the Board among which are the following: to operate its schools, to maintain order and efficiency; to hire; to direct the teaching force; to determine the number of teachers; to discipline, suspend, demote and discharge for reasonable causes; to require teachers to observe rules and regulations; to determine the number and location of schools; to approve the curriculum to be taught within the school system including interactive telecommunications instruction and experimental or pilot programs; to use volunteers while not replacing or substituting for bargaining unit members; and to exercise all powers and authorities granted to schools by the Constitution or laws of this State.

ARTICLE 4 - ASSOCIATION

Section A: The Association agrees that it will not directly or indirectly engage in or assist in any strike affecting the Parchment School District, as said term is defined by the Public Employees Relations Act.

Section B: The Association agrees that after the master contract has been executed by the Board and the Association covering the contract year it will cause to be delivered to the Board within ten (10) days from the date of tender [which shall be within twenty (20) days after signing of the master contract, or in case of multi-year contract, fifteen (15) work days prior to the first scheduled teacher work day] the individual signed teacher's contracts provided that by mutual agreement between the teacher and the Board a teacher may be given additional time, in special cases, to sign his/her contract on condition that the Board may at once start looking for a replacement. Before the

position is filled, the teacher who has originally been tendered a contract will have a last chance to accept before awarding a contract for the position to another.

Section C: A teacher who intends to resign is expected to file a written notice of resignation with the School District at least sixty (60) days prior to September 1. The School District may notify the State Board of Education when a teacher under contract fails to perform such contract without just cause. However, if the School District does notify the State Board of Education, it must first notify the teacher in writing at least five (5) days prior to such notification, that it is taking such action, at his/her last known address as shown on the records of the school.

Section D: At the beginning of every school year, the Association shall be credited with seventeen (17) days to be used by teachers who are officers or agents of the Association; provided, however, that the Association shall reimburse the Board for substitutes, if needed, at the current substitute rate for days used over eight (8). In addition, the Association President shall receive twelve (12) days to conduct Association business; provided, however, that the Association shall reimburse the Board for substitutes, if needed, at the current substitute rate for days used over two (2). The Association President agrees to notify the Board in writing no less than seventy-two (72) hours in advance of taking such leave identifying the individual to be on leave.

Section E: If the Superintendent chooses to meet with the PEA president for purposes of contract administration or employee relationships, released time will be provided.

Section F: The Association agrees that it will encourage teachers to fulfill the provisions of this Contract.

ARTICLE 5 - SITE BASED MANAGEMENT

Section A: Site Based Management is defined as a decentralization of the decision-making process to allow the individuals closest to the decision's effect(s) to be directly involved in identifying, planning, implementing, evaluating and continually modifying those decisions.

Section B: The following roles are established for the various groups involved in the process:

1. The Board of Education, or its designee, and the Association, which selects and/or replaces their respective members, will facilitate and support the process by reviewing decisions and requests for waivers and by providing input and/or consideration for approval of requests to waive contractual/Board policy language which limits a group's opportunity to explore new procedures, techniques or practices which are intended and designed to improve the efficiency and effectiveness of services.
2. The District Coordinating Council will facilitate and support the process by reviewing decisions and requests for waivers and by providing feedback to the

building Site Based Management team on non-contractual/non-Board policy plans as well as contractual/Board policy related waiver requests.

Section C: Notwithstanding anything contained in this Agreement, the Board shall have the right to implement decisions made by a Site Based decision making committee pursuant to Section 1202a of the School Code of 1976, as amended by 1993 P.A. 335.

Section D: The following contractual prerequisites, considerations and constraints shall be observed whenever and wherever the process of Site Based Management is implemented:

1. There will be no violations of contractual/Board policy provisions without appropriate waivers.
2. Participation in Site Based Management will be voluntary, and an individual will not be evaluated, disciplined or discharged based upon the degree of participation or non-participation in the process. Time or compensation for committee work may be provided.
3. An individual's contractual rights cannot be usurped or waived without his/her approval.
4. Provisions may be made for training staff members in such areas as communications skills, consensus building, conflict resolution, collaborative decision making, etc.

Section E: Whenever a Site Based Management decision conflicts with a contractual or Board policy issue, a waiver must be obtained by the following procedure. Implementation is dependent upon the approval of all involved parties:

1. The waiver request will be presented to all parties and governing boards impacted by the plan including the Association President, the District Coordinating Council Coordinator and the Superintendent.
2. Waiver requests must include supporting documents and rationale; a certification that all involved groups endorse the waiver; and a certification that a review/assessment procedure has been determined and will be implemented.
3. The governing bodies and the Superintendent will approve or deny the waiver or return the request to the petitioning group with suggestions for further review or modification.

Section F: A Site Based Management Decision shall not be binding on any other building, other teacher, or other group of teachers, nor shall such decision be construed to establish a precedent for any other decisions.

ARTICLE 6 - NEGOTIATING PROCEDURES

Section A: It is contemplated that matters of common concern not discussed prior to the execution of and not specifically covered by this Agreement shall be subject to professional negotiations between the parties from time to time during the period of this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

Section B: In the event the salary schedule is reopened for negotiation by mutual agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

Section C: In any negotiations described in this Article, neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification of the majority of the Board of Education of the School, and by a majority of the membership of the bargaining unit as described in Article 1, Section A, of this Agreement, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Section D: Upon ratification by both parties, the contract shall be signed by representatives of the Board of Education and by representatives of the Association and the bargaining unit as described in Article 1, Section A, of this Agreement.

ARTICLE 7 - TEACHING HOURS

Section A: Unless necessary to satisfy laws or State regulations related to hours of student instruction, the teacher's normal working day shall be seven and three-fourths (7 3/4) hours including lunch. Unless necessary to satisfy laws or State regulations related to hours of student instruction, assigned supervisory and formal instructional pupil-teacher contacts shall not exceed twenty-seven (27) hours in grades Alternative Kindergarten - 5, twenty-eight (28) hours in grades 6-8, and thirty (30) hours in high school. Unless necessary to satisfy laws or State regulations related to hours of student instruction, staff work will be limited to one (1) after-school period (one hour) per week, and up to one (1) evening per school year.

Not included in the previously mentioned one (1) evening per year are one conference session in the fall and one in the spring which shall be scheduled during an evening in each building. In exchange, teachers shall be collectively released from duty for one afternoon per evening conference session at a mutually agreed upon time. All evening conferences shall be held between

the hours of 4:30 p.m. and 7:30 p.m. unless modified by the mutual agreement of building teaching staff and the building administrator.

Teachers shall not be assigned on a regular basis to supervisory duties during working hours before or after the regularly scheduled student day. Supervisory and formal instructional pupil-teacher contact shall not include set up and tear down time. The student contact time of special teachers shall not exceed the hours of student contact time of regular classroom teachers.

Section B: The Board will not require teachers to work in excess of the above hours except for those receiving compensation for extra-pay items as set forth in Schedule "B" attached hereto.

Section C: Teacher participation in co-curricular activities for which no additional compensation is paid will be voluntary, recognizing that their responsibility to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day, including preparation for the supervision of co-curricular student activities and functions.

Section D: All teachers shall be entitled to a duty-free uninterrupted lunch period except those who receive compensation for lunch period supervision. The teacher's lunch period shall be fifty (50) minutes in grades Alternative Kindergarten-5 and a minimum of thirty (30) minutes in grades 6-12.

Section E: Elementary teachers will be guaranteed an average of thirty (30) minutes planning time per day as they are released by special teachers, except that this planning time may be provided by adjusting scheduling at the option of the Board. Other teachers will be provided a planning period equivalent to a regular class period. For the current school term, teacher-pupil contact per day will not be increased from that of the past without consultation of the parties. Additional planning time shall be added as determined by the Board to provide a total of three hundred (300) minutes per week. Teachers who have assignments in two or more buildings will be provided travel time and preparation and clean up time prior to and after classes.

Section F: The Board shall establish the calendar and the workday for teachers as required by law to receive the maximum amount of State Aid as required by the Michigan School Code of 1976 as amended, and the State School Aid Act of 1979, as amended.

Section G: Teachers who are new hires to the Parchment School District shall report to their supervisor(s) one day prior to the first scheduled reporting day for other teachers. The use of such time shall be at the discretion of the supervisor, except that the Association may request and will be granted one hour to meet with said employee(s), such time to be mutually scheduled between the supervisor, the Association and the teacher(s). The day shall not be considered an addition to the regularly scheduled Contract days and shall be without additional pay or benefits.

Section H: It is the intent of the parties that negotiations on the school calendar be completed before May 1 of each year.

Except as required by law to receive the maximum amount of State Aid, successive calendars shall neither be increased nor decreased, in the following areas, during the life of this Agreement:

Student Instructional Days 182*
Teacher Preparation Days 4
In-Service Days 2
Total 188

*As a non-precedence-setting accommodation for the 2005-2006 school year, two student instructional days originally scheduled as half days will be combined into one full day, resulting in 181 student days. Total Contracted Days will remain at 188 for the 2005-2006 school year.

Should the State mandate additional instructional days, teachers shall be compensated at their attained per diem salary for each such day.

Section I: Office support personnel shall be available to teachers in all buildings at times when students are in attendance during the regular school day.

Section J: When the District requires kindergarten teachers to report early for the purpose of kindergarten enrollment, said teachers shall receive additional pay for such duty on a per diem basis.

ARTICLE 8 - LAYOFF AND RECALL

Section A: All bargaining unit employees shall be in a period of probation for four (4) years, including employees eligible for continuing appointment.

Section B: The term "probationary teacher" shall mean any teacher employed by Parchment School District who has not been placed on tenure by the Board of Education.

Section C: The term "tenure teacher" shall mean a teacher who has satisfactorily completed his/her probationary period and has been placed on tenure by the Board of Education.

Section D: Continuing appointment employees are bargaining unit members not eligible for tenure. Such employees shall be eligible for continuing appointment after the completion of four (4) years of work for the Parchment School District. At the conclusion of the probationary period, the Board shall either terminate or place such employees on continuing employment. After a probationary employee obtains continuing employment, he/she shall be dismissed only for reasonable and just cause, subject to the grievance procedure.

Section E: If the Board of Education shall determine it necessary to reduce the number of personnel employed by the District, the following procedure shall be employed:

1. The services of probationary employees shall first be discontinued unless certain of the probationary teachers are teaching a grade level or a subject matter for which no tenured teacher is certified and qualified.

2. If, in the opinion of the Board, it becomes necessary to lay off tenured teachers or employees on continuing appointment, the School shall lay off the least senior unit member, provided remaining unit members are certified and qualified to fill the remaining positions., and providing that the remaining unit members meet all necessary requirements of state and federal statutes, including, but not limited to, No Child Left Behind (NCLB).

Section F: In the event of recall, occurring within three years of a layoff, the School District shall appoint the most senior laid off employee who is both certified and qualified for the existing vacancy. A tenured teacher shall be given preference over a probationary teacher.

Section G: For the purposes of both layoff and recall, the following criteria shall be utilized making decisions relative to a teacher's qualifications:

1. Core Subjects (as defined by the NCLB): teachers assigned to core subjects shall be highly qualified as defined by state and federal statutes, including, but not limited to, No Child Left Behind.

2. Non-Core Subjects: teachers assigned to non-core subjects shall be teaching within their major or minor field of study, and/or meet all other state and federal statutes, including, but not limited to, No Child Left Behind.

3. In the event a teacher revokes all or a portion of the endorsements on his or her certificate, as permitted by State Law, the Board may nevertheless consider such revoked endorsements as valid if they were in effect on the date of original hire.

Section H: Notwithstanding the above, a teacher who would be subject to layoff who does not have a major, minor or experience as stated in Section G above for a remaining position, shall be given the opportunity to submit proof of ability, experience or other talent that would allow the teacher to be deemed qualified to fill remaining positions.

Section I: Recall rights shall expire three (3) years after layoff for any teacher who is non-tenured at the time notice of layoff is given. Tenure teachers shall have recall rights from layoff in accordance with the applicable provisions of the Tenure Act.

Section J: No reduction in the bargaining unit shall occur with the incorporation of experimental-pilot programs which require an instructional position for which a bargaining unit member is certified and qualified. Should a teacher choose not to participate in an experimental-pilot program, he/she shall be transferred to the first vacancy for which he/she is certified and qualified. If no vacancy exists for which he/she is certified and qualified, the teacher shall be placed on layoff. Experimental-pilot programs shall be as designated by the Board of Education, and which were not

in operation prior to June 30, 1995. Further, experimental-pilot programs shall not be classified as such after three years following the beginning date of such programs.

Following termination of such programs, or subsequent to the date when such programs are no longer classified as experimental-pilot, all teachers who remain on layoff as a result of the implementation of such programs shall be returned to the first vacancy for which they are certified and qualified.

Section K: If a reduction in staff is necessary, the Board shall, prior to taking formal action notifying teachers of a layoff, meet with representatives of the Association. At the earliest opportunity, the Association, and if possible the unit members who would be affected, shall be notified of possible layoffs.

Section L: Non-classroom or so-called special teachers assigned to a classroom because of a layoff shall return to their former positions once reinstatement of the former position is made by the Board of Education.

Section M: Seniority shall be measured from the employee's most recent date of continuous employment in the School District. Said date shall be defined as the first scheduled work day. When two (2) or more teachers have the same seniority date, they shall be placed on the seniority list by order of lowest social security number. Seniority shall be recorded by years of continuous service rounded to three (3) decimal places, and shall accrue only to the extent the employee receives compensation. Seniority for days during which a teacher receives no compensation shall be deducted on a pro rate basis. Under no circumstances shall more than one (1) year of seniority accrue during a fiscal year, nor shall extra work such as Schedule B items, kindergarten round-up, extended contracts, etc. be used in lieu of or in addition to the contract year as specified in Article 7 Section H. Seniority accrual for teachers whose contract is less than full time shall be reduced proportionately. Seniority shall not accrue during a period of layoff. Upon recall, seniority accrued prior to layoff shall be restored.

Section N: Prior to August 15 of each school year, the Board shall furnish the Association President with a list reflecting seniority status as of the immediately preceding June 30. Challenges to the seniority list must be submitted to the Board by the Association on or before Fourth Friday.

Section O: A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position at the beginning of the next school year will be paid according to a reduced annual salary rate, such that 90% of his/her unemployment compensation plus the reduced annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

1. The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had he/she been employed the entire school year.
2. The District will ensure that no teacher subject to the provisions of this Section shall incur increased tax liability as a result of the enforcement of this section.

ARTICLE 9 - TEACHING ASSIGNMENTS - VACANCIES - TRANSFERS

Section A: Teachers shall not be assigned, except temporarily, outside the scope of their teaching certificates or major and minor field of study, providing that the teacher meets all necessary requirements of state and federal statutes, including, but not limited to, No Child Left Behind (NCLB). The term "temporarily" shall mean not in excess of one (1) school year.

Section B: Teachers who will be affected by a change in grade assignments in the elementary level and by changes in subject area assignment in the secondary level will be notified and consulted by their principals as soon as possible. Such change will be voluntary to the extent possible. The Superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the grievance procedure.

Section C: Requests by a teacher for transfer to a different class, building, or position or to an extra-pay assignment shall be made in writing, on forms furnished by the Board, one (1) copy of which shall be filed with the Superintendent after consultation with the building principal. Consultation with and due consideration of the teacher will be given. Qualification, ability and length of service shall be considered in such assignments and transfers. Requests by teachers for transfers shall be considered along with all candidates being considered in such selection. Transfer request forms received on or before May 1 of any school year will be considered for the subsequent school year. Said forms will be returned to applicants once staffing for the new year is completed.

The Administration shall respond in writing within five (5) days following a staffing decision to each teacher who has requested a transfer. Said reply shall include a response to the transfer request and, if applicable, state the reason(s) for denial.

Section D: When the Board has determined that a vacancy exists for a teaching or extra-pay assignment covered by this Agreement, a notice of the vacancy shall be posted for a period of five (5) school days after which selection or assignment will be made. Whenever vacancies occur during summer when regular school is not in session, teachers who have expressed an interest in writing in said position or in a similar position as outlined in Section C above and the bargaining unit president shall be contacted by the Board and notified of the vacancy. The teacher so notified shall have the responsibility to contact the Board within five (5) days of receiving such notification.

Section E: The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Board decides to fill the vacancy, it may be filled on a temporary basis for four (4) weeks. Following a maximum of such four (4) weeks, the Board shall fill the declared vacancy pursuant to the following: (This provision shall not apply to extra-pay assignments.)

1. Qualified and certified teachers on partial assignment who desire the position on the basis of seniority.
2. Recall of qualified and certified laid-off teachers pursuant to recall provisions.
3. Consideration of pending transfer requests.
4. New hires.

Notices of all vacancies shall be mailed to laid-off Parchment teachers. Teachers who are placed in such vacancies pursuant to 1, 2, or 4 of the above procedure shall only be assured of such placement for the remainder of the year. The position shall be posted at least two (2) weeks before the end of the school year. The Association President shall be notified when vacancies are filled.

Section F: The Board hereby expresses its preference for employing bargaining unit members for extra-pay assignments (including, but not limited to Schedule B positions) from within the bargaining unit. Therefore, if two or more candidates possess equal qualifications for said positions, preference shall be given to the bargaining unit member. However, incumbents who are not members of the bargaining unit shall not be displaced by a bargaining unit member, nor shall their positions be posted unless they resign or are removed from said positions, thereby creating a vacancy.

ARTICLE 10 - TEACHING CONDITIONS

Section A: It is agreed that the average of pupils to teachers and other professional staff members in the District shall not exceed twenty-five (25) pupils to one (1) teacher or staff member. For purposes of this Section only, the computation for the average of pupils to teachers shall be computed as follows: All students in Alternative Kindergarten through 12 shall be counted along with vocational education students and special education students who are included in the Fourth Friday count as a result of consortium activity. This number shall be divided by the total number of full-time equivalent teachers within the District specifically excluding the school social worker, the school psychologist and the administrative staff.

1. Elementary class size shall not exceed eighteen (18) pupils in Alternative Kindergarten; shall not exceed twenty-eight (28) pupils in kindergarten; and shall not exceed thirty one (31) students in grades 1-5. The administration will attempt to equalize kindergarten classes throughout the District. Other students may be transferred to another building to facilitate the balancing of class sizes between classes; however, such bussing of students shall not be made for the purpose of eliminating a teaching position or a class.
 - a. Whenever the class size exceeds fifteen (15) pupils for more than ten (10) consecutive days in Alternative Kindergarten, the teacher may elect to have a teacher aide for the class.
 - b. Whenever the class size exceeds twenty-three (23) pupils for more than ten (10) consecutive days in kindergarten, the teacher may elect to have a teacher aide for the class.
 - c. Whenever the class size exceeds twenty-six (26) pupils for more than ten (10) consecutive days in grades 1-5, the teacher may elect to have a one-half (1/2) time teacher aide.
 - d. Whenever the class size exceeds twenty-eight (28) pupils for more than ten (10) consecutive days in grades 1-5, the teacher may elect to have a full time teacher aide.
 - e. The Administration will provide substitutes for teacher aides who are absent for more than one day.
 - f. Class size limitations and the provisions for teacher aides shall not be applicable to elementary art, music, or physical education classes (specials). No special class shall exceed maximum class size in regular education class sizes.
 - g. Other solutions mutually agreeable with the teacher shall not be considered a violation of a - e above.
2. Secondary (6-12) class size shall not exceed thirty-one (31) pupils except for traditionally larger classes (such as physical education, vocal and instrumental music), except as may be mutually agreeable with the teacher. Teachers teaching AP math, AP English, TAG, trigonometry, calculus, physics, and honors courses whose classes exceed thirty-one (31) pupils must elect to have a half-time teacher's aide or additional compensation based upon the following schedule:

32 pupils	=	\$1,010
33 pupils	=	\$1,515
34 pupils	=	\$2,020

Additional compensation prorated based upon instructional days (Article 7H).

Section B: State law mandates that "for the first three years of employment in classroom teaching, a teacher shall be assigned by the school to one or more master teachers, college professors, or retired master teachers, who shall act as a mentor to the teacher." In compliance thereof, the Parchment Board of Education, if selecting and appointing bargaining unit members as Mentor Teachers, will employ the following guidelines. Nothing contained herein shall limit the right of the Board to select and appoint Mentor Teachers who are not members of the bargaining unit:

1. Qualified staff will submit their intentions to become Mentor Teachers by June 1 of each school year. The list of names will be maintained until the teacher requests removal from said list.
2. The ultimate and overriding criteria in selecting a Mentor Teacher will be the respective candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
3. All appointments as Mentor Teachers shall be voluntary.
4. Appointments will be for three (3) years; however, either party may request a change through the building principal or the building principal may determine that a change is in the best interest of the parties. Mentor Teachers may resign the appointment at any time.
5. Mentor and mentee communications shall be confidential, and neither shall act to evaluate the other.
6. Training of Mentors shall be provided by the District as necessary. State Professional Development funding may be utilized. However, no funding will be utilized by a Mentor Teacher on sabbatical leave.
7. A Mentor Teacher from a public school academy shall not possess transfer rights into the bargaining unit.
8. Compensation for Mentor Teachers who are members of the bargaining unit shall be as set forth in Schedule B. Compensation for Mentor Teachers who are not members of the bargaining unit shall be as established by the Board.

Section C: The Board recognizes that appropriate supplies and equipment are the tools of the teaching profession which the Board agrees to supply within the means of the budget on the basis of

staff member or committee recommendations and the requisitioning procedure administratively established.

Section D: Under no conditions shall a teacher be required to drive a school bus or work in the lunchroom as part of his/her regular assignment, except by mutual agreement.

Section E: The Board shall make available in each classroom building a staff room.

Section F: Telephone facilities shall be made available to teachers for their reasonable use. No personal toll calls shall be charged to the school number. A telephone shall be available for private teacher-parent consultation in each building.

Section G: Adequate off-street parking facilities shall be provided and properly maintained, and reserved exclusively for staff use.

Section H: Because of a change in State Law, all but two "Snow days" must be rescheduled. Student instruction days canceled due to "Acts of God" in excess of two shall be rescheduled during contingent snow day make-up days in reverse chronological order. Excepting the first two days, all other such days canceled during the school year and not rescheduled during contingent snow day make-up days shall be rescheduled as student instruction days following the last scheduled student instructional day.

The above notwithstanding, should one or more buildings be closed due to a power outage, loss of water, etc., but classes are held in the rest of the District such that the day in question is counted as an instructional day for State Aid purposes, the teaching staff assigned to said building(s) is to report to a designated building for purposes as determined by the School Improvement Team.

Section I: A student teacher shall not be used as a substitute for an absent teacher except to teach the classes he/she is regularly conducting. A regular teacher shall be available to assist at all times.

Section J: The Board will provide for each teacher lockable storage space for storage of personal articles.

Section K: The District will ask another administrator or a teacher other than a counselor to become a substitute administrator in a building any time the regular administrator is out of the District for the majority of the day. If said appointed administrator is a teacher, the District will provide a substitute for said teacher.

ARTICLE 11 - LEAVE PAY

Section A: All teachers absent from duty on account of approved reasons shall be allowed full pay for a total of ten (10) days absence in any school year, the unused portion of which shall accumulate year to year without limit. Annual sick leave shall accrue to the teacher on the first contract day of

the school term. In the event a first-year teacher terminates employment, the annual ten (10) days shall be prorated to the time employed. (Use of sick leave time cumulative to half-day minimums).

Sick leave pay shall be allowed when used as follows:

1. Personal illness or injury of the teacher.
2. Critical illness in the immediate (husband-wife-child-parent) family or household occupant.
3. Emergency illness in the family or household which requires a teacher to make arrangements for necessary medical or nursing care.
4. Time necessary for doctor or dental appointments.

Section B: A teacher who qualifies under the State Retirement Act and has completed ten (10) or more years of service in the Parchment School District, will be paid for one-half (1/2) of all accumulated unused sick days up to a maximum of ninety-five (95) days at a rate of .0025 of the BA base per day if he/she terminates employment under any of the following circumstances:

1. Voluntary retirement under the provision of the State Retirement Act.
2. Disability retirement under the provisions of the State Retirement Act prior to regular retirement age.

Section C: After twenty (20) years of service as a teacher or an administrator within the Parchment School District, a teacher shall receive \$146.17 for each year of service as a teacher upon severance from the District as a teacher. This provision includes disability but not death.

Section D: If, after receiving a payment under this provision, a former employee resumes employment with the Board and again becomes eligible for payment hereunder, payments previously made will be deducted from any subsequent payments to which he/she is entitled.

Section E: If a teacher loses time due to injury on the job and does not receive workers' compensation, he/she will receive fringe benefits and will be paid (including Schedule "B") by the Board and any loss of time will not be chargeable to sick leave, with a maximum time limit of five (5) working days for any single occurrence. If a teacher receives workers' compensation and has accrued sick leave benefits available, the sick leave shall be paid to the teacher on a proportionate basis so as to make up the difference between his/her regular pay and the workers' compensation benefits received by the teacher until his/her sick leave is exhausted. Sick leave days shall be charged proportionately in such cases.

Section F: Except as restricted below, when an employee's sick leave benefits have been exhausted, he/she may utilize up to an additional twelve (12) sick leave days per year, such days to

be drawn from a Sick Leave Bank. The Sick Leave Bank shall be maintained as a result of each employee contributing one (1) of their accumulated sick leave days. For each sick leave day contributed, the Sick Leave Bank shall be credited with one-half (1/2) day of Sick Leave Bank time. The Employer shall be responsible for the administration of the Sick Leave Bank. The Association shall be provided a written monthly report concerning the use of the Sick Leave Bank.

At any time the Sick Leave Bank is reduced through use to twelve (12) days, each employee shall contribute an additional day, provided, however, that no employee shall be required to contribute more than two (2) days per year. Employees working less than full time shall contribute to and use the bank on a pro-rata basis.

1. A teacher may not draw from the bank prior to the fourth year of employment with the District.
2. Each teacher will contribute one day to the bank beginning with his/her third year of employment.

Section G: The above notwithstanding, an employee may voluntarily contribute sick leave to another teacher to be used for critical need. Such contribution, except as otherwise defined below, is entirely independent from and unrelated to the sick leave bank described in Article 11F. Each day contributed shall equate to 1/2 day for the recipient. The Association shall be responsible for the administration of critical need sick time, but agrees to notify the Employer of such use.

1. First through third year teachers with the Parchment School District may apply for and may receive critical need sick leave under this provision.
2. Teachers with four or more years in the Parchment School District must exhaust their twelve (12) days from the Sick Leave Bank as described in Article 11F prior to being considered for critical need sick leave.

ARTICLE 12 - LEAVES OF ABSENCE

Section A: Any teacher whose absence from duty on account of approved reasons as set forth in this Article extends beyond the period compensated under Article 11 shall be granted a leave of absence without pay for a period not to exceed one (1) year to be extended according to law. Leave granted pursuant to this section shall count toward leave to which the teacher may be entitled under the Family and Medical Leave Act (FMLA). Upon return from leave, a teacher shall be assigned to the same position, if available, or substantially equivalent position or such position as may be open in the School District at the time of his/her return for which he/she is qualified.

Section B: Leave of absence with pay chargeable against the teacher's Leave Pay shall be granted for the time necessary for attendance at the funeral services of persons whose relationships, at the discretion of the teacher, warrant his/her attendance.

Section C: Leave of absence with pay not chargeable against the teacher's Leave Pay shall be granted for the following reasons (do not use sick leave days):

1. A maximum of five (5) days for the death of a teacher's spouse, parent or child; three (3) days for the death of a teacher's grandparent, grandchild, mother-in-law, father-in-law, brother, sister, or household occupant; and one (1) day for an extended family member other than the above.
2. Two (2) school days per year accumulation to five (5) for the conduct of personal business affairs which cannot normally be handled outside school hours, provided at least twenty-four (24) hours advance notice is given. Except as noted below, no justification shall be required of the teacher; however, such days shall not be taken if, in the teacher's professional judgement, the delivery of instruction to students will be impaired. Unused personal days beyond (5) will convert to accumulated sick days.

The following days require justification and administrative approval:

- Inservice or orientation days.
 - The day immediately preceding or following a holiday or vacation period.
 - The first or last week of school for students.
3. Absence when a teacher is called for jury service on condition that the teacher will give the Board immediate notice of such jury call. Remuneration for jury duty service shall be submitted to the District. If such remuneration includes reimbursement for expenses, the District shall return such amount to the employee.
 4. Court appearance as a witness whenever the teacher is subpoenaed. Remuneration so earned will be deducted from the employee's paycheck except for reimbursed expenses.
 5. One (1) day approved visitation at other schools and, upon request, attendance at administratively approved educational conferences, conventions or Association meetings.
 6. Time lost due to situations covered under Article 14.

Section D: Leaves of absence without pay may be granted to tenure teachers at the discretion of the Board for the following purposes:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.

3. Study, research or special teaching assignment involving probable advantage to the School System.
4. Running for political office.

The regular salary increment occurring during such period shall be allowed upon return.

Section E: An unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any bargaining unit member in accordance with the Family and Medical Leave Act (FMLA) for any of the following purposes:

1. The birth or placement for adoption or foster care of a child (up to one year from the date of birth or placement);
2. Because of a serious health condition of a bargaining unit member's spouse, child or parent;
3. Because of the bargaining unit member's own serious health condition.

To be eligible for a leave of absence, the bargaining unit member must meet the eligibility requirements set forth in the FMLA and FMLA regulations.

Where permitted by the FMLA, an employee shall have the option to take FMLA leave on an intermittent or reduced schedule. Where permitted by the FMLA, an employee may choose to substitute paid vacation leave, personal leave and/or sick leave for FMLA unpaid leave.

In accordance with the FMLA, the Board shall continue group health plan benefits during a FMLA leave. This shall not be construed as a waiver of the Board's right to recoup premium payments from employees where permitted by the FMLA or as an agreement to provide benefits greater than what would have been provided if the employee was not on FMLA leave.

FMLA leaves of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under section 108 of the FMLA--"Special Rules Concerning Employees of Local Educational Agencies"--shall apply. The Board reserves all rights granted to school districts under the FMLA, such as, but not limited to, the right to substitute paid leave for unpaid FMLA leave, to require medical verification of illness, to require a certificate of fitness as a condition for the bargaining unit member's return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for bargaining unit members who are married.

If the reason for the FMLA leave is foreseeable, the teacher must provide at least thirty (30) days advance notice of the FMLA leave. All other notice must be provided as soon as it becomes practical.

All other provisions of the FMLA shall apply. This section shall be interpreted consistently with the definitions contained in the FMLA. This section shall not provide employees with any greater rights or benefits than required by the FMLA. Furthermore, the Board reserves all rights granted by the FMLA even if not specifically set forth above.

ARTICLE 13 - PROFESSIONAL PERFORMANCE ASSESSMENT

Section A: The evaluation of the work and performance of all teachers is the right and responsibility of the Administration. The District and the Association agree that performance assessment is necessary for the continuous improvement of instruction, for reinforcement of good teaching and for the identification of those areas for which a teacher may need assistance. The performance assessment process shall provide for the use of recommendations for improvement and assistance to the teacher. Details of the assessment form, assessment system and the teacher's general responsibilities shall be shared in writing with teachers at the beginning of the school year. The assessment instrument is an appendix to this contract.

Section B: All monitoring or observation of the work performance of a teacher shall be conducted openly by a qualified administrator and with the knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems shall be strictly prohibited except when requested by the teacher in writing. The parties agree that during an observation every effort will be made to maintain the normal teaching-learning process.

Section C: A tenure teacher may be discharged by the Board only for reasonable and just cause and only in accordance with the provisions of the Michigan Teachers' Tenure Act. If the Board determines to proceed upon tenure charges calling for the discharge of a tenured teacher, the teacher shall have the right:

1. To appeal the Board's determination to proceed to the State Tenure Commission in the manner and time limits specified in the Tenure Act; or,
2. To file a Demand for Arbitration in accordance with the rules of the American Arbitration Association within thirty (30) calendar days from the date of the Board's decision to proceed, subject, however, to the following conditions and limitations:
 - a. The parties agree that the fees and expenses of the arbitrator incurred as a result of such election shall be shared equally.
 - b. If a teacher elects to appeal the Board's decision to proceed to the State Tenure Commission after a Demand for Arbitration is filed, the Association agrees to dismiss with prejudice such Demand and to pay any and all costs imposed by the American Arbitration Association as a consequence of such filing and dismissal.

- c. Either party shall have the right within fifteen (15) days from the receipt of the arbitrator's decision to apply to a court of competent jurisdiction for a rehearing of the Board's decision to proceed both as to the facts and the law, provided, however, that if application is not made within such time, the decision of the arbitrator shall be binding.

Section D: A probationary teacher may be discharged by the Board in its sole discretion. Probationary teachers may grieve adverse assessments or dismissal up to, but not including, binding arbitration. Such grievance must be filed with ten (10) working days from the date of that assessment conference or official notice of dismissal.

Section E: Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction.

Section F: Assessment Process.

1. Normally the formal process of Professional Performance Assessment will involve a formal evaluation of each tenured teacher no less than once each four years. In non-formal evaluation years an informal evaluation process may occur. However, at the request of either party an Individualized Development Plan or the more formal of the two processes may be administered. Further, when a problem area or behaviors that are of serious concern to the administrator are observed, they will be brought to the attention of the employee as soon as possible. All such observations will be appropriately documented.
2. As a guideline, the summative and the year-end conferences associated with the Professional Assessment process will be completed at least two (2) weeks prior to the last day of school.
3. Working papers, described as items used to assist in the assessment process (i.e. script notes, anecdotal notes, duplicates of previous assessments, oral and informal written reprimand(s), records of pre and post conferences, goals etc.) will not be part of an employee's personnel file, although some papers may be duplicated.

Section G: Observations.

1. Scheduled and unscheduled formal observations will be scripted and a post observation conference will occur. A copy of the script notes will be given to the employee.

2. For those tenured teachers scheduled to be evaluated, a minimum of two (2) formal observations and post observation conferences will be held with tenured teachers.
3. Probationary and non-tenured teachers will be formally observed and conferenced a minimum of two (2) times per semester (four times total).
4. It is recommended that at least two (2) of the formal observations be a minimum of thirty (30) minutes. Other observations may vary in length depending upon the purpose.
5. Post observation conferences should be concluded within five (5) working days of the observation. An extension may be requested.

Section H: Summative Assessment Conference.

1. A written draft of the summative assessment will be delivered to the teacher at least two (2) days prior to the conference.
2. Failure to note a previously identified deficiency shall be interpreted to mean satisfactory improvement has taken place.
3. The Summative Assessment Conference will result in employment recommendation(s) for:
 - a) continuing probationary status
 - b) tenure
 - c) continued tenure
 - d) placement on an Individualized Development Plan
 - e) dismissal
4. Two copies of the written assessment shall be submitted to the teacher, one (1) to be signed and returned to the administration, the other to be retained by the teacher. In the event the teacher feels the assessment is incomplete or unjust, the teacher may put his/her objections in writing and have them attached to the assessment to be placed in his/her own personnel file. If the teacher believes the material placed in his/her file is inappropriate or in error, he/she may receive adjustment provided cause is shown. The written assessment shall include the following statement: "The teacher's signature indicates that this assessment was read. It does not necessarily imply agreement."
5. A teacher who has been rated unsatisfactory overall on a regular formal professional performance assessment shall have the right to be reassessed by another administrator with teaching credentials if:

- a. The request is made within five (5) days from the receipt of the formal assessment; and
 - b. The teacher sets forth in writing the specific reasons for making the reassessment request.
6. The contents and recommendations of any individual's assessment will not be made public without the express written consent of the employee.

Section I: An Individualized Development Plan may be developed at any time during the assessment process. Such Plan shall be developed in consultation with the involved teacher. The Individualized Development Plan will include:

1. Statement(s) of required improvements.
2. Recommendation(s) of how to attain the required improvements, including resources and professional development opportunities.
3. The establishment of a reasonable time line to meet the required improvements.
4. Identification of the consequences that will occur if required improvements are not demonstrated within the established time line.

Section J: At the request of either party, a committee of three teachers appointed by the Association and three administrators appointed by the Superintendent will convene to discuss potential modifications to the Assessment Process (Section F), Observations (Section G), the Summative Assessment Conference (Section H), the Individualized Development Plan (Section I) and the Assessment Instrument (attached as an appendix). Modifications derived by the committee, with the concurrence of the Association President and the Superintendent, may be implemented on a voluntary basis subject to the formal negotiations process.

ARTICLE 14 - PROTECTION OF TEACHERS

Section A: The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline on the school premises or while chaperoning school-sponsored activities. When it appears to the Board that a particular student requires special attention, the Board will take reasonable steps based upon teacher referral to see that such student is given necessary help.

Section B: Any case of assault upon a teacher arising from his/her teaching duties (within the guidelines established by the Board) shall be promptly reported to the Board's designated

representative. Upon request of the teacher, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault.

Section C: If any teacher is complained against or sued by reason of justifiable disciplinary action taken by the teacher against a student, the Board will, upon request of the teacher, provide legal counsel.

Section D: Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention at the discretion of the Board. Notification of the teacher in writing shall be mandatory if a record of a complaint is placed in the teacher's file.

Section E: A teacher shall have the right to submit a written notation or reply regarding any material including complaints and the same shall be attached to the file copy of the material in question. Said written notation or reply shall be submitted to the Superintendent's office no later than ten (10) working days following receipt of the material to be placed in the file. If the action results in a grievance, a new, amended or additional notation may be placed in the file within ten (10) days after the resolution of any grievance resulting from the administration's action.

Section F: To the extent possible, volunteers used in classrooms will be under the direction of the classroom teachers. If there is a disagreement with respect to the placement or duties of the volunteers, the teacher, volunteer, and the building administrator will meet to resolve the problem. If the teacher is not satisfied with the administrative decision, the teacher may pursue the grievance procedure up to the School Board level.

ARTICLE 15 - GRIEVANCE PROCEDURE

It is the objective of the parties to resolve disputes at the earliest possible time through normal administrative procedures. Accordingly, an Employee grievance shall not be deemed to exist until such Employee has discussed the subject matter of the possible grievance with the supervisor designated by the Employer. Such discussion must take place either no later than ten (10) days after the event which the employee alleges gave rise to the possible grievance or no later than ten (10) days after the Employee had or should reasonably have had knowledge of the event. The Employee shall inform the supervisor that the discussion relates to an alleged contract violation and that the potential for a subsequent grievance exists. The immediate supervisor shall be afforded up to five (5) days after the discussion to resolve the Employee's complaint.

Step I

If the complaint is unresolved by the disposition of the supervisor, the Employee must, within ten (10) days of the response of the immediate supervisor, but no later than twenty (20) days following the event, file a written grievance with the supervisor on the form appended to this Agreement. At a minimum, the grievance must contain the section(s) of the contract allegedly violated, the remedy sought, and the signature of the grievant. The supervisor shall respond in writing within five (5) days and return the form to the grievant.

Step II

If the grievance is unresolved by the disposition at Step I, the grievant must, within five (5) days of the response in Step I, advance the grievance to the Superintendent or his designee. At the request of the Employee, the Superintendent or his designee will schedule a formal conference with the grievant and/or union representatives in an attempt to resolve the dispute. Within five (5) days following such conference, or within five (5) days following receipt of the grievance, if no conference is requested, the Superintendent or his designee shall respond in writing and return the form to the grievant.

Step III

If the grievance is unresolved by the disposition at Step II, the grievant must, within five (5) days from the response at Step II, advance the grievance to Step III by filing the grievance form with the office of the Superintendent. At the time of such filing the grievant shall elect to process the grievance by means of either A or B below.

- A. Within ten (10) days following such filing, the grievance committee of the Board of Education shall meet with the grievant and, at his or her discretion union representatives, in an attempt to resolve the dispute. Within five (5) days following such conference, the Board shall respond in writing and return the form to the grievant.
- B. The grievance shall be submitted to a mediator appointed by the state mediation service. If the Employer and the grievant are unable to reach an amicable settlement within five (5) days of a mediation hearing, unless extended by mutual agreement, proceedings pursuant to Step III shall be terminated.

Step IV

If the grievance is unresolved by the disposition at Step III, the grievant may, within fifteen (15) days from the response at Step III A, or within twenty (20) days following the mediation hearing at Step III B, advance the grievance to arbitration by filing the grievance form with the office of the Superintendent. The following protocol shall apply:

- A. An arbitrator may, within fifteen (15) days of filing be appointed by mutual agreement of the parties.
- B. In the event the parties do not agree to an arbitrator, the grievance shall be submitted to the American Arbitration Association.
- C. The decision of the Arbitrator shall be final and binding, provided that, within ten (10) days following receipt of the award, neither party applies to a court of competent jurisdiction for determination of the grievance *de novo*.

- D. Fees charged by the Arbitrator and/or the Arbitrator's organization (if applicable) shall be shared equally by the parties unless the Arbitrator for cause shall determine otherwise. Each party shall be responsible for its own costs.

Power of the Arbitrator

- 1. The Arbitrator shall have no power to vary from the terms of this Agreement or to determine that any provision is contrary to any constitution, statute or regulation, it being expressly understood that such determination shall be made by the appropriate court of law. The Arbitrator's decision must be drawn from the essence of the Agreement rather than on his or her personal idea of equity.
- 2. No evidence shall be introduced during the Arbitration Hearing which has not been disclosed to the other party at least five (5) days prior to the hearing.
- 3. The Arbitrator shall have no power to rule on disputes pending before any administrative tribunal, agency, or court of law.

Miscellaneous Provisions

- A. The parties agree that timelines are of the essence, and they therefore shall be strictly followed unless mutually extended by the parties.
- B. Any grievance or request for advancement to the next step which is not made within the prescribed time shall be considered withdrawn and any further proceedings shall automatically terminate. Failure by the administration to respond at any step within the timeline shall be deemed a denial of the grievance.
- C. The parties may agree to waive certain steps of the grievance procedure.

ARTICLE 16 - CURRICULUM

Section A: The teachers recognize their responsibility to review and recommend curriculum revisions and textbook selections and the Board recognizes its responsibility to act upon such recommendations and give a written reply. Curriculum revisions and textbook selections which are submitted prior to April 1 will receive a written reply by the end of the school year.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

Section A: Copies of this Agreement shall be duplicated by other means than ditto at the expense of the Board for presentation to teachers employed by the Board.

Section B: If any provision of this Agreement or any application of the Agreement to the Board, the Association, or teachers shall be determined by a Court of competent jurisdiction to be contrary to law, then the provision or application shall be deemed invalid, but all other provisions or

applications shall continue in full force and effect. If any subsequent court or legislative action shall reverse a previous ruling, the latter shall prevail.

Section C: Aside from a tuberculosis test or X-ray, the Board will pay for any medical, psychological or psychiatric examinations requested by the Board.

Section D: Each teacher shall have the right upon reasonable request to review the content of his/her own personnel file as maintained in the Superintendent's office. An Association representative may be requested by the teacher to accompany him/her in such review.

Section E: Before the District enters into an agreement with other school districts for the purpose of establishing consortia or shared-time programs in K-12 education that would be administered by the District, the District will consult with the Association to establish an agreement regarding wages, hours, and working conditions for affected employees.

Section F: Wherever applicable in this Master Agreement, the term "working days" or "work days" shall be defined as regularly scheduled teacher work days during the school year and days that the central administration offices are open for business during the summer.

ARTICLE 18 - PROFESSIONAL COMPENSATION

Section A: The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Any voluntary extra duty assignments not included in Schedule B shall receive compensation as established by the Board at the time the activity is approved after consultation and agreement with the Association. Appearance of certain jobs on the extra-pay schedule does not make their existence mandatory.

Section B: The teacher shall notify the Board three (3) weeks prior to the first payroll date of the school year whether the teacher wishes to receive his/her salary prorated on a ten (10) month basis or prorated on a twelve (12) month basis.

Section C: A teacher assigned to an extra class on a regular basis with more than six (6) classes in Grades 6-8 or more than four (4) classes in Grades 9-12 will be paid an additional one-sixth (1/6) of the teacher's attained salary for Grades 6-8 and one-fourth (1/4) of the teacher's attained salary for Grades 9-12.

Section D: Salary accruals disbursed during July and August are based upon the salary schedule of the previous fiscal year.

Section E: Outside experience credit shall be given at the discretion of the Board when a teacher is initially hired. Commencing July 1, 1996, credit for outside experience shall be given to any teacher who was given less than full credit at the time of initial hiring. An eligible teacher must request said credit in writing. Credit shall be given according to the following schedule: One year of credit shall be given after the completion of each five (5) full years of teaching experience in

Parchment. No teacher shall be credited with more than five (5) years outside experience after initial hire. For purposes of this Section teaching experience shall consist of teaching in Michigan while holding a Michigan teaching certificate.

Section F: A teacher who is dismissed or transferred from an extra-pay position may file a grievance; however, the grievance may not proceed past Step 2 of the grievance procedure. No such dismissal or transfer shall be made without just cause. Should a teacher be unable to fulfill a Schedule B position for whatever reason, including termination, said teacher shall be compensated proportionately to the contracted amount.

Section G: Substitute teachers:

1. Substitute teachers are to be hired for all absent teachers, except as in Article 10, Section I.
2. Members of the teaching staff who are asked to substitute for other teachers are to receive \$25.00 per hour (prorated accordingly for longer class periods) provided in so doing they give up time that is normally unassigned.
3. Part-time members of the teaching staff who are asked to substitute outside their normally scheduled workday will receive \$25.00 for their first hour of teaching per day, and \$17.09 for each subsequent hour per day.
4. Retirees may elect to provide substitute teacher services to the District in the areas of their qualifications and authorize the District to apply the substitute pay towards the cost of hospitalization insurance premiums. Substitute pay for teachers in the early retirement program shall be .003 of the BA base per day.

Section H: If a coach, currently employed by the Board, is transferred from one level of coaching to another in the same activity (all athletic coaching is considered one activity) he/she is to be credited with his/her years of service in that activity. A head coach in any activity shall receive no less extra duty pay in that sport than any of his/her assistants.

Section I: Increments become effective September of each year and advancement under the salary schedule shall be automatic as of September 1 or February 1 following completion of required or professional courses.

Section J: Advancement to the MA + 30 schedule may be in the form of successfully completed semester hours or State Board CEU's or a combination thereof equating to thirty (30) semester hours. If continuing education units are employed they must be issued by the State of Michigan. Three CEU's will equate to one graduate hour unless the provisions are changed by the State of Michigan. Advancement to the MA + 30 Schedule shall be automatic under the following conditions:

1. The thirty (30) semester hours shall be in addition to those required to obtain a Master's Degree.
2. At least sixteen (16) of the thirty (30) semester hours must be at the graduate level.
3. At least twenty one (21) of the thirty (30) semester hours must be completed after the date of the award of the Master's Degree.
4. All of the thirty (30) semester hours must be completed within a ten (10) year span.

No teacher who has been placed on the MA + 30 schedule shall be removed due to the provisions of paragraphs 1 through 4 above.

Section K: The Board agrees to reimburse teachers for administratively approved coursework up to \$102.72 for tuition reimbursement per semester hour successfully completed after the State mandated certification requirement (in 1998-1999, 18 hours) has been met. Successful completion shall be interpreted as a 2.5 or better, or its equivalent on a 4.0 scale, or a "pass" grade for a class graded on a pass/failure basis. The reimbursement amount will be determined at the contractual rate in effect coincident with commencement of the first scheduled day of the class.

Section L: Teachers required to participate in overnight trips that are adopted as a required component of the curriculum shall be paid an additional \$41.74 per night not to exceed five nights in any school year.

Section M: Any non-degree teacher hired by the Board shall not receive a salary higher than Step One on the Bachelor Degree Schedule.

Section N: Retirees must agree not to file for unemployment benefits from the School District.

ARTICLE 19 - INSURANCE

Subject to the provisions hereinafter set forth, and contingent upon written notice to the Board including the submission of properly executed forms, each teacher shall have the right to select one of the following plans, namely:

MESSA-PAK Plan A - For employees needing health insurance. The Board agrees to pay on behalf of each full-time teacher \$1015.00 (2005/2006) per month for the purchase of the following MESSA-PAK benefits for a full 12 month period for the teacher and his/her family

MESSA Choices II or Supercare I	
Long Term Disability	66 2/3 %
	\$3,000 per mo. Maximum
	90 calendar days – modified fill
	Freeze on offsets
	Alcoholism/drug addition and mental/nervous – same as any other illness
Delta Dental	Auto + 08 (100: 90/90/90: \$1000) (2005/2006)
Negotiated Life	\$30,000 AD & D
Vision VSP - 2	

MESSA-PAK Plan B - For employees not needing health insurance. The Board agrees to pay on behalf of each full-time teacher \$131.39 (2005/2006) per month

Delta Dental	Auto + 08 (100: 90/90/90: \$1000) (2005/2006)
Negotiated Life	\$40,000 AD & D
Vision VSP – 2	
Long Term Disability	66 2/3 %
	\$3,000 per mo. Maximum
	90 calendar days – modified fill
	Freeze on offsets
	Alcoholism/drug addition and mental/nervous – same as any other illness

In addition, the Board agrees to contribute to contribute \$227.25 per month as cash-in-lieu for each full-time teacher electing MESSA-PAK Plan B

The Board agrees to provide a pro rata contribution to part-time teachers electing MESSA-PAK Plan A or B in proportion to the number of hours employed per week.

Plan C - The Board agrees to provide a pro rata contribution to part-time teachers not electing MESSA-PAK Plans A or B to purchase MESSA Super Care I or Choices II health insurance. The Board's contribution is based on MESSA-PAK Plan A and is in proportion to the number of hours employed per week.

The aforesaid insurance benefits shall by subject to the following limitations and conditions, namely:

1. Husband and Wife Coverage. If a husband and wife are both employed by the Board, one spouse may elect MESSA-PAK Plan A and the other may elect MESSA-PAK Plan B.
2. Duration of Coverage. If a teacher provides professional services for the entire school year, the Board's insurance contribution shall extend for twelve (12) calendar months for the period beginning October 1 and terminating September 30. If a teacher provides professional services for less than a full school year, the Board's insurance contributions shall be reduced pro rata.

ARTICLE 20 - SUBSTANCE ABUSE

All staff and students deserve an environment that is safe and free from the dangers of drugs, alcohol, or other intoxicating substances. All school district employees and students will suffer the effects of a teacher whose work performance and attendance are below acceptable standards due to drug and alcohol use. Accordingly, it is agreed as follows:

Section A: If it is determined that a teacher's job performance has declined, and the Board has reasonable suspicion that such decline is attributable to or related to drug or alcohol use, the teacher may be required to submit to drug or alcohol screening at Board expense. The school district shall

treat such teacher as any other teacher with a health problem. When a drug or alcohol problem is identified, the school district will attempt to help the teacher correct the problem.

Section B: Any teacher bringing illegal or un-prescribed drugs or alcoholic beverages on school premises, or using, selling, dispensing, or being under the influence of such drugs or alcohol on school district premises will be subject to disciplinary action up to and including termination.

ARTICLE 21 - DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2005, and shall continue in effect until June 30, 2008. The parties agree to reopen the Agreement prior to June 30, 2008 for the sole purpose of bargaining salaries and insurance benefits for years 2006-2007 and 2007-2008. However, either party may elect to reopen the contract for the purpose of negotiating changes to Article 19 (Insurance) by providing the other part with thirty (30) days advance notice of its desire to negotiate changes. The Agreement may be extended for periods beyond June 30, 2008 by a written document duly executed by both parties, but not in any other manner.

IN WITNESS WHEREOF, the parties have hereto set their hands this ____ day of September 2005.

PARCHMENT SCHOOL DISTRICT

KALAMAZOO COUNTY EDUCATION
ASSOCIATION

By: _____
Ronald L. Fuller
Superintendent

By: _____
Kirt Brown
PEA President

SCHEDULE A

Base: \$32,689 (2007-2008)

<u>Step</u>	<u>Bachelor Degree Index</u>	<u>Master Degree Index</u>	<u>MA + 30 Semester Hours Index</u>
1	1.00	1.07	1.14
2	1.05	1.13	1.20
3	1.10	1.19	1.26
4	1.16	1.25	1.32
5	1.22	1.32	1.39
6	1.28	1.39	1.46
7	1.34	1.46	1.53
8	1.40	1.53	1.61
9	1.46	1.60	1.68
10	1.52	1.67	1.75
11	1.58	1.74	1.82
12	1.64	1.81	1.89
13	1.72	1.90	1.98

Longevity I: A teacher on Step 13 during the preceding school year shall receive a sum in addition to his/her basic compensation as follows:

	<u>BA Index</u>	<u>MA Index</u>	<u>MA +30 Index</u>
2005-2006	\$1,139	\$1,225	\$1,271

Longevity II: Starting with a teacher's sixteenth (16th) full year on step thirteen (13), the teacher shall be entitled to Longevity II pay. A teacher receiving Longevity II pay shall have his/her compensation calculated based upon the following indices plus Longevity I pay:

<u>Index</u>	<u>BA Index</u>	<u>MA Index</u>	<u>MA +30</u>
	1.86	2.054	2.14

A teacher shall be entitled to receive a maximum of five (5) years of Longevity II pay.

Teachers who attained the Master's Degree Equivalency on or prior to September 1, 1991 shall be grandparented on the Master's Degree Index.

**SCHEDULE B - EXTRA PAY SCHEDULE
2005-2006 / 2006-2007 / 2007-2008**

In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following sums. For each activity in sections I-IV, the first set of numbers represents no (0) years of experience, the second set one (1) year of experience, etc. The number preceding the slash(/) is the percent to be multiplied by \$30,083 for the '05/06 school year which yields the annual compensation following the slash.

I. Athletic Director¹	16\	\$4,813	17\	\$5,114	18\	\$5,415	19\	\$5,716	20\	\$6,017
II. Athletic Coaching										
Group 1: Head Football, Head Basketball, Head Wrestling:										
	11.5\	\$3,460	12.5\	\$3,760	13.5\	\$4,061	14.5\	\$4,362	15.5\	\$4,663
Group 2: Head Baseball, Head Track, Head Gymnastics, Head Softball, Head Volleyball, Head Tennis, Assistant Athletic Director, Assistant Basketball², Assistant Football³, Faculty Athletic Manager, Head Soccer:										
	8.5\	\$2,557	9.5\	\$2,858	10.5\	\$3,159	11.5\	\$3,460	12.5\	\$3,760
Group 3: Head Golf, Head Cross Country (the coach currently employed in this position shall be grandparented at the Group 2 rate), Assistant Track (Reserve), Assistant Baseball (Reserve), Assistant Wrestling, Assistant Softball, Assistant Gymnastics, Assistant Soccer, Assistant Volleyball:										
	6.5\	\$1,955	7.5\	\$2,256	8.5\	\$2,557	9.5\	\$2,858	10.5\	\$3,159
Group 4: Middle School:										
Basketball	6.2\	\$1,865	7\	\$2,106	7.7\	\$2,316	8.4\	\$2,527	9.2\	\$2,768
Track	4.8\	\$1,444	5.5\	\$1,655	6.2\	\$1,865	7\	\$2,106	7.7\	\$2,316
Volleyball	4\	\$1,203	4.6\	\$1,384	5.2\	\$1,564	5.8\	\$1,745	6.5\	\$1,955
III. Fine Arts Coaching:										
Dramatics: High School⁴, Middle School⁵:										
					2.5\	\$752				
	High School⁶				4\	\$1,203	5\	\$1,504	6\	\$1,805
Music:	High School Band:				8.5\	\$2,557	9.5\	\$2,858	10.5\	\$3,159
	High School Chorus:				6\	\$1,805	7\	\$2,106	8\	\$2,407
Middle School Band, Middle School Chorus, Elementary Choir:										
					2\	\$602	2.5\	\$752	3\	\$902

SCHEDULE B - EXTRA PAY SCHEDULE - 2005-2006 / 2006-2007 / 2007-2008 (Continued)

III. Fine Arts (Cont.)

Debate:	3\	\$902	4\	\$1,203	5\	\$1,504
Forensics:	2\	\$602	3\	\$902	4\	\$1,203
High School Musical: Full Responsibility:	7\	\$2,106	8\	\$2,407	9\	\$2,707
Shared Responsibility:	6.5\	\$1,955	7.5\	\$2,256	8.5\	\$2,557
Assistant:	2.5\	\$752				
IV Curriculum Specialists:	7\	\$2,106	8\	\$2,407	9\	\$2,707
			10\	\$3,008	11\	\$3,309

V Supervisory (Flat Rate)

Cheerleading: Head Coach, High School (2 seasons):	\$2,374
Assistant Coach, High School (2 seasons):	\$1,648
Assistant Coach, Middle School:	\$1,141
High School Pep Club Advisor (2 seasons):	\$2,375
Newspaper:	
High School:	\$2,192
Middle School:	\$1,552
Elementary (per bldg):	\$546
Student Council:	
High School:	\$3,240
Middle School:	\$2,023
Elementary (per bldg):	\$546
Yearbook:	
High School:	\$2,740
Middle School:	\$1,233

SCHEDULE B - EXTRA PAY SCHEDULE - 2005-2006 / 2006-2007 / 2007-2008 (Continued)

Safety Patrol:	\$ 729
Quiz Bowl:	\$ 163
Honor Society:	\$ 383
Bus Coordinator:	\$ 915
Technology Coordinator (If not part of regular teaching assignment):	
Secondary (per bldg):	\$1,848
Elementary (per bldg):	\$1,355
Mentor Teachers:	\$ 345

VI Items paid on an hourly basis

Playground Supervision, Lunchroom Supervision, Parking Lot Supervision, Intramurals, Industrial Arts (Administratively approved maintenance), Saturday Detention:

\$18.31

Driver Training (Road):

\$23.71

Co-op (summer), Summer Library:

\$20.17

Summer Committee Work:

\$19.24

Summer School Classroom Instruction (Regular Curriculum Subjects only) Driver Training (classroom) and summer Band Director:

\$24.18

¹One hour released time for each school day

²Reserve, 9th grade

³Varsity, reserve, 9th grade

⁴Each set of three one-act plays

⁵Two one-act plays

⁶Each three-act play

⁷If more than one person is involved, the amount will be divided

**APPENDIX C
 PROFESSIONAL PERFORMANCE ASSESSMENT**

[] Professional Performance Assessment
 [] Professional Development Review

 Teacher's Name Building Assignment

PRE-OBSERVATION CONFERENCE: I have received a copy and/or I am aware of the District Standards.

Date: _____ Signature: _____ Conference Waived _____.

OBSERVATIONS
 (dates and times)

POST-OBSERVATION CONFERENCES
 (date)

SUMMATIVE ASSESSMENT CONFERENCE

Completed two (2) weeks prior to the last day of school (date): _____.

 TEACHER'S SIGNATURE Date

The teacher's signature indicates that this assessment was read. It does not necessarily imply agreement.

 ADMINISTRATOR'S SIGNATURE Date

When attachments are presented as a part of this assessment report, both the teacher and administrator shall initial.

 Initials Date

This teacher is recommended for:

Continued probationary status _____
 Placement on an Individualized Development Plan _____
 Tenure _____

Continued Tenure _____
 Dismissal _____

Copies to: Personnel file - Administrator - Teacher

I. Methodology

1. The teacher demonstrates knowledge of the content area.

Yes
 No

The above is evidenced by:

2. The teacher demonstrates accurate record keeping and pupil evaluation.

Yes
 No

The above is evidenced by:

3. The teacher demonstrates the use of effective teaching strategies.

Yes
 No

The above is evidenced by:

II. Management

1. The teacher demonstrates efficient and effective classroom management.

Yes
 No

The above is evidenced by:

2. The teacher demonstrates effective behavior management techniques.

Yes
 No

The above is evidenced by:

III. Professional Behaviors

1. The teacher demonstrates professional relationships with students.

Yes
 No

The above is evidenced by:

2. The teacher demonstrates professional relationships with parents.

Yes
 No

The above is evidenced by:

3. The teacher demonstrates professional attributes and responsibilities.

Yes
 No

The above is evidenced by:

Union: _____.

GRIEVANCE REPORT FORM

Building Assignment Name of Grievant

Pre Grievance Resolution Information
(to be completed by grievant)

A conference was held on _____ to discuss a possible infraction of the
Master Agreement. Present were _____

As a consequence the conference, a grievance is hereby filed for formal processing.

Date of Filing Date cause of grievance occurred Signature of grievant

STEP I - Immediate Supervisor

Statement of grievance: _____

Section(s) of the contract allegedly violated: _____

Relief sought: _____

Response of immediate supervisor: _____

Signature of immediate supervisor Date

Advance the grievance to STEP II (check box if a conference is requested):

Signature of grievant Date

Union: _____.

STEP II - Superintendent or Designee

Response of Superintendent or Designee: _____

Date of Conference
(If requested)

Date of response

Signature of Superintendent or Designee

Advance the grievance to STEP IIIA (Board of Education or its Committee) :

OR

Advance the grievance to STEP IIIB (Mediation):

Signature of grievant

Date

STEP IIIA - Board of Education (Committee)

Board of Education (Committee) response: _____

Date of Meeting

Signature of Board of Education
Representative

Date

Advance the Grievance to STEP IV - Arbitration

Signature of grievant

Date