

AGREEMENT

BETWEEN THE

**ATLANTA TEACHERS-NMEA, MEA/NEA
FOR AND ON BEHALF OF THE ATLANTA TEACHERS**

AND THE

ATLANTA COMMUNITY SCHOOL DISTRICT

BOARD OF EDUCATION

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2006-2007 and 2007-2008

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The agreement entered into this 30th day of January, 2007 by and between the Board of Education of the Atlanta Community School District of Atlanta, Michigan, hereinafter called the "Board", and the Atlanta teachers as members of the Northern Michigan Education Association, MEA/NEA, hereinafter called the "Association.

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Atlanta is their mutual aim and that the character of such education depends predominately on the quality and morale of the teaching service.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Michigan Compiled Laws, MCL 423.201 *et seq.*, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve education standards.

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement

In consideration of the following mutual covenants, it is hereby agreed as follows:

For purposes of collective bargaining and contract implementation only, the NMEA, MEA/NEA shall represent Atlanta teachers.

ARTICLE I
RECOGNITION

A. The Board recognizes the Northern Michigan Education Association, MEA/NEA as the exclusive bargaining representative for all full time and/or regularly employed certified (including those temporarily authorized by the Michigan Department of Education) teaching employees of the Atlanta Community School, including pre-school teachers, librarian(s), media specialist(s), and counselors and extra-curricular positions as enumerated in Schedule C held by bargaining unit members, excluding substitutes, superintendent, principals, position of athletic director, adult education teachers, non-bargaining unit Schedule C employees and all other non-teaching employees.

B. All other positions of the Atlanta Community School are excluded.

C. Nothing contained herein shall prevent the Board from modifying, revising, combining, or eliminating any position in this Article pursuant to the conditions of this Agreement.

D. Any new position created during the life of the Agreement will be added to the unit providing it is comparable to any position heretofore recognized.

E. The Board agrees not to negotiate with any teachers' organization other than NMEA, MEA/NEA for the duration of this Agreement.

F. The usage of he, him, or his shall refer to members of both sexes.

ARTICLE II
ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful 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 encourage, 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 lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance under this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School laws.

C. The Association and its representatives, with the prior approval of the administration, shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms between the hours of 7:30 a.m. until 6:00 p.m. this should not be considered to permit meeting during regularly scheduled classes.

D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property between 6:00 a.m. and 6:00 p.m., provided that this shall not interfere with or interrupt normal school operations. Association representatives shall check in with the principal's office upon arrival and will be permitted to meet with individual Association members at a place and time that does not interfere with classroom instruction or scheduled conferences and/or other responsibilities with students and/or parents. On or before October 1 of each school year, and whenever a change is made, the Association shall provide the Superintendent with a list of all current local officers and building representatives.

E. The Association, with the approval of the administration, shall have the right to use school facilities and equipment, including word processing equipment, duplicating equipment, Internet and e-mail access, calculators, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the prevailing cost of all materials and supplies incident to such use.

F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. All posted notices shall be in good taste and not derogatory in manner.

G. A copy of the agenda for each Board of Education meeting will be sent to the Association president at the time of its posting. Copies of published Board minutes will be made available in the superintendent's office for all Association members.

H. Teachers 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 unless such activity adversely effects operation of the school.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, religion, color, national origin, age, sex, height, weight or marital status.

J. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, religion, color, national origin, age, sex, height, weight or marital status.

K. Nothing shall require any teacher to be a member of any organization.

ARTICLE III
MANAGEMENT RIGHTS CLAUSE

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

1. To the executive management and administrative control of the school system and its properties and facilities.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.

3. To establish grades and courses of instruction including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and the terms and conditions of employment.

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

ARTICLE IV

ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

A. Each employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association of an amount determined by the Association. Those employed exclusively in Schedule C positions are excluded from this Article. The employee may authorize payroll deduction for such fee. Upon request from the Association, the employer will provide annually the current salary/step information for each employee required for calculation of association dues or fees. The amounts of the deductions to be made by the employer as authorized by the employee shall be calculated and provided to the employer by the Association with the authorization for the deductions signed by the employee. The amounts authorized for deductions by the employee shall be deducted in equal installments from each of the first twenty-one (21) paychecks of the employee each school year. In the event that the employee shall not pay such Service 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 employee's wages and remit same to the Association. Moneys so deducted shall be remitted to the Association or its designee, monthly according to the schedule for check processing for accounts payable.

1. Employees of the district as of November 20, 1985 who are not members of the Association as of Nov. 20, 1985, including local, state and national, shall join the Association as provided in A or pay a Service Fee as provided in A or pay the Al Poag Scholarship Fund an amount equivalent to the Service Fee as provided in A. In the event the employee shall not authorize such payments as provided for in A, the employer shall, at the request of the Association, deduct the payments from the employee's wages as provided in A. Employees affected by this provision that elect membership in the Association or the payment of a Service Fee to the Association shall henceforth be subject to the provisions of A.

B. Pursuant to Chicago Teachers Union vs. Hudson 106 S CT 1066 (1986) the Association established a procedure set forth in the "Policy Regarding Objections to Political-Ideological Expenditures". If any person paying service fees hereunder objects to the expenditure by the Association of any funds collected from him pursuant to provision A.1 above, such person may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination there under. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation

of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

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 gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

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.

D. 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 authorization for the 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 and Bylaws. Upon request from the Association, the employer will provide annually the current salary/step information for each employee required for calculation of Association dues or fees. The amount of the dues deductions to be made by the employer as authorized by the employee shall be calculated and provided to the employer by the Association with the authorization for the deductions signed by the employee. The amounts authorized for deduction by the employee shall be deducted in equal installments from each of the first twenty-one (21) paychecks of the employees each school year. Money so deducted shall be remitted to the Association or its designee monthly according to the schedule for check processing for accounts payable.

E. Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, MEA-PAC/NEA-PAC contributions, MEA Financial Services Programs, deferred income plans allowed through a qualified Section 125 Plan or any other plans or programs jointly approved by the Association and the Employer.

ARTICLE V

TEACHING HOURS AND CLASS LOAD

A. No teacher shall be required to report for duty earlier than twenty (20) minutes before the opening of the pupils' regular school day each morning. Teachers shall be permitted to leave five (5) minutes after close of the pupils' regular school day. However, teachers are 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 the boarding of buses for elementary students and consultations with parents and the administration when scheduled directly with the teacher(s).

B. The normal weekly teaching load in the junior and senior high school will be thirty (30) teaching periods and five (5) unassigned preparation periods or not to exceed six and one-quarter (6.25) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. However, the principal may assign a teacher to a class during his unassigned preparation period in an emergency when no substitute is available. The rate of pay for this period (50 minutes) shall be \$25.00.

C. For years with the student calendar requiring 167 days of instruction, the normal weekly teaching load in the junior and senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparations periods. An instruction day will not exceed 6 hours and 25 minutes of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this article. However, the principal may assign a teacher a class during his unassigned preparation period in an emergency when no substitute is available. The rate for this period shall be \$27.03 (\$27.43 for the 2007-2008 school year).

D. All teachers shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes.

E. Elementary teachers will be provided two hundred fifty (250) minute relief period per week for preparation, preferably scheduled at fifty (50) minutes per day. No departure from this norm, except in case of emergency, shall be made without prior consultation with the Association. If an Elementary Teacher should be required to substitute and is caused to lose his assigned preparation time, remuneration for said substitution will be paid at \$25.00 per fifty minute period.

F. If a teacher shall teach more than the normal teaching load as set forth in the Article, he shall receive additional compensation. A regularly assigned extra class per day in school would mean an additional 1/6 in salary.

G. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation shall be released from regular duties without loss of salary. Any negotiations or processing of grievances may take place during the school hours at the discretion of the Superintendent.

H. The Board agrees at all times to maintain an adequate list for substitute teachers. Teachers shall be informed of a telephone number they shall call no less than two (2) hours prior to starting time of school, except in cases of emergency, to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administrator to arrange for a substitute. The teacher is responsible for lesson plans for that day.

ARTICLE VI
TEACHING CONDITIONS

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following standards.

1.	Elementary Kindergarten First-Third Fourth-Sixth	Standard 25 28 (including splits involving 1-3 30 (including splits involving 4-6
2.	Secondary English Social Studies Mathematics Foreign Language Business Education Science Industrial Arts Homemaking Primarily Lab Non-lab Health Art Music, Band Music, Vocal Physical Education	Standard 35 35 35 30 35 30 20 Grades 9-12 25 Grades 7 & 8 20 (Lab: 50% cooking/sewing 25 35 30 Unlimited Unlimited 40
3.	Special Education	Determined by the E.S.D. Plan
4.	Remedial Reading and Remedial Math	Determined by the Title I plan as approved by the State Dept. of Education

5. Pre-School

Determined by the Title I
Plan and the Early Childhood
Development Grant Application
as approved by the State Dept
of Education

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer for the purpose of improving the selection and use of such educational tools, and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained as far as the budget allows.

C. The Board and the Association mutually recognize the importance of continuous use of teaching reference material in maintaining a high level of professional performance.

D. The Board agrees to make available word processing and duplicating equipment, and Internet/email access, and clerical personnel to aid teachers in the preparation of instructional material.

E. The Board shall provide if funds are available:

1. A desk for each classroom teacher.
2. Space for each teacher to store personal articles.
3. Chalkboard space in every appropriate classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. A dictionary in every classroom.
6. Storage space in each classroom for instructional materials
7. Attendance books, paper, pencils, pens, chalk, erasers and other material required in daily teaching responsibility

F. The Board shall make available lavatory facilities for employee use and at least one room which shall be reserved for use as an employee lounge.

G. Telephone facilities shall be made available and maintained for teachers for their reasonable use.

H. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

ARTICLE VII
QUALIFICATIONS AND ASSIGNMENTS

A. The Board will endeavor to hire fully qualified teachers. However, they reserve the right to hire persons on special certificates when fully qualified persons are not available.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers will be assigned, within the scope of their teaching certificates and according to the qualifications for the position and will be "highly qualified" as defined by the ESEA and the Michigan Department of Education for assignment to the position where applicable.

C. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education and extra duties, as enumerated in Schedule C, 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 teachers regularly employed in the district.

ARTICLE VIII
TEACHER EVALUATION

- A. All monitoring or evaluation of the classroom performance of a teacher shall be conducted openly and with knowledge of the teacher.
- B. Standardized test results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's service or fitness for retention.
- C. A classroom teacher evaluation shall consist of at least one formal observation of a minimum of thirty (30) uninterrupted minutes. A teacher evaluation shall not take place during the first or last five (5) teacher workdays of a school year or on the day before or the first day after breaks of four or more weekdays (Christmas and Spring).
- D. The administrator shall prepare and submit a written report and recommendations for improvement (if needed) to the teacher within ten (10) school days of the evaluation and shall within fifteen (15) school days meet in a post-evaluation conference with the teacher for the purpose of clarifying the report and recommendations.
- E. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall identification of the specific ways in which the teacher is to improve and of assistance to be given. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- F. A teacher who disagrees with an evaluation or recommendation for improvement may submit a written rebuttal within ten (10) school days which shall be attached to the file copy of the evaluation.
- G. Evaluation of teachers shall be conducted by the building principal or Superintendent's designee.
- H. The evaluation form and general procedure to be followed will be presented to the teacher before the evaluation process begins. The evaluation form to be used for the school year will be the same for each teacher to be evaluated that school year and will be presented to the Association before any evaluations for the school year are conducted.

ARTICLE IX
VACANCIES, PROMOTIONS, AND TRANSFERS

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

B. Whenever a vacancy arises or is anticipated, the Superintendent shall notify the Association. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant. (All vacancies will be posted in the school offices for a period of up to five (5) days prior to being filled.) The Superintendent will notify the Association President, or his designee, of all vacancies which occur during the summer recess.

C. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his sole judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year. The position will then be considered vacant for applicants from within the district.

D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE X
ILLNESS OR DISABILITY

A. At the beginning of each school year each teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher or death in the immediate family when bereavement and personal business days have been exhausted. The unused portion of such allowance shall accumulate from year to year up to one school year of student contact days. Teachers will be compensated at the rate of fifty dollars (\$50) per unused sick day at the end of each year, up to a maximum of ten (10) days., for all days over one hundred eighty (180) accumulated days.

B. The Board reserves the right to request a doctor's statement before compensating a teacher if it has reasonable cause to believe that the teacher was not absent for the reasons specified.

C. 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 or additional sick leave for the duration of such illness or disability up to one year, and the leave may be renewed each year upon written request by the teacher and approval by the Board.

D. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up any accumulated "sick leave" provided herein. The "sick pay" will be computed on the basis of the teacher's pro-rated salary per day at the time he becomes absent because of injury or disease.

E. The Board may request a doctor's statement before allowing a teacher to resume his duties following any sick leave.

F. Teachers required to be absent because of an emergency illness of a member of the immediate family may draw their regular salary, not to exceed ten (10) days in any one year. The emergency illness absence days will be deducted from sick leave days.

G. The term "immediate family" in this section will be defined to include spouse, children or step-children, parents or step-parents, brothers or sisters of the teacher and/or spouse; and any of the following living with the teacher at the time of illness: step-brothers, step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the teacher and/or spouse.

ARTICLE XI
BEREAVEMENT ABSENCE

A. Teachers absent from duty because of the death of a member of the immediate family, or a relative with whom they may at the time be living, may draw a regular salary not to exceed three (3) days per occurrence. These days are independent of sick leave days and personal business days and are non-cumulative. When additional days are needed, such days shall be deducted from personal business days. When personal business days are not available, sick days may be used.

B. The term "immediate family" in this section will be defined to include spouse, children or step-children, parents or step-parents, brothers or step-brothers, sisters or step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law, of the teacher and/or spouse, brothers-in-law, sisters-in-law, and an individual living with the teacher on a non-commercial basis.

C. One day deducted from sick leave per occurrence shall be granted for death of persons not qualifying under "immediate family" may be requested from the Superintendent or designee after exhaustion of personal day absence. This may include but not be limited to an aunt, uncle, cousin, or close personal friend.

ARTICLE XII

PERSONAL BUSINESS/EMERGENCY

A. Three days a year of personal/emergency leave allowance may be used for personal/emergency business in a minimum of one-half (1/2) day increments. Additional days may be granted and charged against sick leave if approved by the Superintendent. The purpose of this leave is to relieve teachers in situations over which they have no control.

B. Personal business means a business activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. It is understood that these days are not intended to be used for recreation/vacation purposes or in order to engage in other gainful employment.

C. An application for a personal business leave must generally be submitted in writing at least five (5) school days in advance, except in the event of an emergency*. Legal matters are an acceptable reason for personal business. No explanation for these days is necessary. If, after use of the leave time, the District suspects a misuse of a personal business/emergency day absence, the Superintendent or his/her designee may ask a teacher to verify proper use of the leave. (Sick days shall be used for the individual teacher's doctor appointment(s).)

*Emergency is defined as a sudden, generally unexpected, occurrence or set of circumstances demanding immediate action.

D. Personal business leave days shall not be granted for the days preceding or the days following holidays or vacations, and the first and last days of the school year, except in emergency.

E. Teachers shall have their sick leave bank credited for all unused personal business/emergency days at the conclusion of the school year.

F. Teachers shall affirm that use of Personal Business/Emergency Leave day is not used for recreation/vacation purposes or to engage in gainful employment. Abuse of this leave provision will result in progressive disciplinary measures, starting at written reprimand Step Two, as delineated in Article XVII, paragraph C.

ARTICLE XIII

JURY DUTY

There shall be no deduction of salary for compulsory absence for jury duty or when subpoenaed to appear in court for school related business. The teacher shall receive full daily salary with any pay received for appearing in court being returned to the Board. Teacher is to keep mileage expenses.

ARTICLE XIV

ASSOCIATION LEAVE

At the beginning of each school year, the Association shall be allowed a maximum of eight (8) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Superintendent no less than one week in advance of taking such leave. The Association will provide the pay of the substitute teacher necessary during the leave.

ARTICLE XV
UNPAID LEAVES OF ABSENCE

A. Upon written application, a teacher may be granted a leave of absence for up to one (1) year without pay for study related to the teacher's licensed field or his professional growth. The regular salary increment shall accrue. No seniority credit shall accrue during such leave.

B. Teachers on a military leave shall be subject to return rights as specified under state and federal laws.

C. The Board may grant an unpaid leave of absence upon written application for a period not to exceed one (1) year, subject to renewal at the discretion of the Board. No seniority or salary schedule credit shall accrue during such leave.

D. Upon written application submitted one month prior to leave, a child care leave for a newborn, newly adopted or seriously ill dependent child shall be granted without pay. The teacher shall be entitled to a leave for one year. Further extensions may be granted at the will of the Board. Upon return, teacher shall be assigned to the same or similar position. No seniority or salary schedule credit shall accrue during such leave, except as required by law.

E. It is expressly understood that teachers on unpaid leave must notify the Board of their intent to return 60 days prior to the expiration of the leave period. Failure to do so may result in the loss of any right to return to the Atlanta Community School

F. It is understood that any teacher eligible for leave under the guidelines of the Family/Medical Leave Act may exercise those rights upon application to the Board's designee.

ARTICLE XVI
PERSONNEL FILE

A. Each teacher shall have the right upon request to review the contents of his own personnel file except indicated confidential material from outside sources. The teacher has the right to submit materials to be added to his/her personnel file in compliance with the Bullard-Plawecki Employee Right to Know Act, MCL 423.501 *et seq.*, to be submitted to the Superintendent. A representative of the Association may, at the teacher's request, accompany the teacher to review the contents of his/her personnel file.

B. Freedom of Information Act

When the Board receives a request for all or part of A teacher's personnel file under the Freedom of Information Act, the Superintendent or his/her designee shall provide the teacher with written notification that the request has been received within three (3) days after it is received.

C. No complaint against a teacher by a parent, citizen of the district, or student, or reference thereto, may be placed in the personnel file without the complaint being previously drawn to the teacher's attention, and where appropriate the holding of a meeting between the teacher and the person making the complaint. The administration shall attend the meeting. The teacher may attach a rebuttal to such a complaint.

ARTICLE XVII
PROFESSIONAL BEHAVIOR

A. Teachers shall comply with rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

B. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional behavior. 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 but this shall not delay the meeting more than seventy-two (72) hours.

C. The Board recognizes and subscribes to the philosophy of progressive discipline. The severity of the misconduct may justify omitting steps of progressive discipline which are:

1. Verbal reprimand
2. Written reprimand
3. Paid Suspension (option)
4. Unpaid suspension
5. Discharge

At any level, a plan of assistance may be appropriate.

ARTICLE XVIII
PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

B. The Board agrees to provide the necessary funds, upon request by the teacher(s), and approved by the Superintendent, for attendance at select professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation.

C. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. The cost of such programs will be borne by the Board upon successful completion.

ARTICLE XIX
MAINTENANCE OF STANDARDS

A. All conditions of employment, including teacher hours, extra compensation for work outside regular teaching hours, relief periods, leaves and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

B. The duties of any teacher or the responsibility of any position in the bargaining unit will not be substantially altered or increased without prior negotiations with the Association.

ARTICLE XX
REDUCTION IN PERSONNEL

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

B. The certified Teacher(s) in the specific position(s) being reduced or eliminated shall be notified of layoff at least thirty (30) calendar days before the effective date of layoff. 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 bargaining unit members shall be laid off first, except that, a probationary bargaining unit member shall not be laid off unless there is a tenured bargaining unit member who is certified and qualified to perform the duties of the position the probationary bargaining unit member is vacating, or unless the position that the probationary bargaining unit member is vacating is being eliminated altogether.

2. If the reduction of bargaining unit personnel is still necessary, then tenured bargaining unit members shall be laid off on the basis of seniority, except that the less senior bargaining unit member shall not be laid off unless there is a more senior tenured bargaining unit member available for assignment who is certified and qualified to perform the duties of the position the less senior tenured bargaining unit member is vacating or unless the position that the less senior tenured bargaining unit member is vacating is being eliminated altogether.

C. For purposes of this article, certified and qualified shall be defined as follows:

1. In order to be considered certified, the bargaining unit member must hold a current certificate from the State of Michigan authorizing that individual to teach in the particular position the employee has requested.

2. In order to be considered qualified to be placed in a particular position, the bargaining unit member must be able to effectively teach that position as demonstrated by any of the following:

- (a) Majors;
- (b) Minors;
- (c) Elementary certification meets the qualification of teaching all grades K-5
except programs requiring specialized training.

Also, the bargaining unit member must be "highly qualified" as defined by the Michigan Department of Education where applicable to the position.

D. Seniority shall be computed from the first day of reporting to work and shall be defined to mean the amount of time continuously employed as a certified employee of the Atlanta Community School District. Time spent on lay-off shall not be construed as a break in continuous service and seniority shall continue to accrue. The Board shall prepare and enclose a current seniority list of the certified Teachers of the district with the first payroll check in October of each school year. Such list shall include the first date of reporting to work. Within ten (10) school days of posting of the list, teachers may file written objections. Thereafter, the list shall be final and conclusive.

E. Changes in a teacher's certification following lay-off shall not permit the teacher to be recalled by bumping.

F. The recall of teachers shall be in the inverse order of layoff, (*i.e.*, those laid off last will be recalled first) to the next available vacancy that occurs, provided, however, that a teacher in order to be recalled shall be certified and qualified as herein set forth to hold the specific position to which the teacher is being assigned.

G. No new teachers shall be employed by the Board of Education while there are certified employees of the district who are laid-off unless there are no laid-off certified employees who are certified and qualified to fill the vacancy.

H. The Board shall give written notice of recall from lay-off by means of a certified letter being sent to the laid-off teacher's last known address, along with a contract offer. If the teacher fails to return the contract within ten (10) calendar days of receipt, or of the first attempt to deliver the recall notice and contract, the Teacher shall be considered voluntarily terminated. It is the teacher's responsibility to keep the Board informed of any change in his address. A copy of the certified letter will be posted in the employees' lounge.

I. Should a laid-off teacher be recalled for assignment to a full-time position, and refuse it, the Board is not required to offer any other position and the teacher has voluntarily terminated. The exception to recalling certified teachers from lay-off will be that no certified teacher will be terminated, lose recall rights, or seniority, if the certified teacher is under contract with another employer at the time of recall. This exception will be allowed for only one additional recall.

J. The only benefit accorded to teachers on lay-off will be that specified in this Article.

K. Tenured teachers shall remain on layoff list subject to recall for three (3) years from the effective layoff date.

ARTICLE XXI
SCHOOL CALENDAR

A. For the term of this Agreement, the school calendar shall be set forth in Schedule A.

B. Where days or hours of instruction are not held because of conditions not within the control of school authorities, those days or hours will be rescheduled as provided in Schedule A, to insure full state aid as provided by the State Aid Act. It is understood that all make up days or hours shall be considered part of the regular school year and no employee shall receive additional compensation for those days or hours.

C. If at any time during the life of this Agreement it becomes lawful to count as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities, it is agreed that "Act of God" days missed in excess of thirty (30) hours may be made up at the discretion of the Board of Education by extending the school calendar.

ARTICLE XXII
PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. All teachers newly employed shall be given credit on the Salary Schedule as set forth in Schedule B.
- C. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.
- D. Teachers involved in extra duty assignments set forth in Schedule C which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.
- E. Teachers required, in the course of their work, to drive personal vehicles from one school building to another shall receive a car allowance equal to the amount as set by the IRS. The same allowance shall be given for use of personal vehicles for approved business of the district, provided the school does not supply transportation.

ARTICLE XXIII
TERMINAL LEAVE

In recognition of services to the school district, a terminal leave payment of twenty dollars (\$20.00) for each unused sick leave day will be paid provided the retiring teacher shall have been employed under contract in the school district for at least ten (10) years. Outside years of service granted by the School Board or its officers do not apply in this article.

ARTICLE XXIV

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to provide administrative support and assistance to teachers with respect to the maintenance of student control and discipline as the Board/Administration in its professional judgment deem appropriate. Teachers recognize that they bear a primary responsibility for maintaining proper control and discipline in the classroom and disciplinary actions must be reasonable and just and in accordance with Board policy and state law.

B. A teacher may temporarily remove a student from class when the grossness of the offense, the persistence of the behavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the student will be sent immediately to the appropriate administrator's office, and the teacher will furnish the appropriate administrator, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing including, applicable, prior corrective action taken by the teacher.

C. Any instance of assault upon a teacher which has its inception in a school-centered problem will be promptly reported in writing to the Superintendent or his designee. The Board shall, when deemed necessary, provide assistance to the teacher in connection with investigation of the incident by law enforcement and judicial authorities provided the teacher acted within their authority and consistent with Board policy.

D. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another in accordance with school code. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.

E. The teacher has the obligation to report any suspected abuse cases to the proper authorities.

ARTICLE XXV
GRIEVANCE PROCEDURE

A. A claim by a teacher that there has been a violation of any provision of this Agreement may be processed as a grievance as follows, provided a written claim is filed with his immediate administrator and association within ten (10) days of the alleged violation or the discovery thereof up to one (1) calendar year from the date of the alleged violation where the alleged violation is not readily apparent with due diligence.

B. The following matters shall not be the basis for any grievance filed under the procedure outlined in this Article.

1. The termination of services of any probationary teacher.
2. Any area in which the Tenure Act prescribes a procedure or authorizes a remedy, such as the discharge or demotion of a tenured teacher.
3. The termination of services of a teacher's extra- curricular position.
4. Any matter involving the content of the written teacher evaluation, except for alleged procedural violations.
5. Board policy.
6. Individual Development Plans.

C. The grievant should first seek a solution by discussion with his immediate administrator. If a satisfactory solution is not attained, the grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule D, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

D. Within five (5) days of receipt of the grievance, the principal or supervisor shall meet with the grievant and an Association representative when requested, In an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and the Association representative when requested.

E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting (or ten [10] days from the date of filing, whichever shall be later) the grievance may be submitted to the Superintendent. Within five (5) days the Superintendent or his designee shall meet with the grievant and an Association representative when requested on the grievance and shall indicate his disposition of the grievance in writing within five (5) days of

such meeting, and shall furnish a copy thereof to the grievant and the Association representative when requested.

F. If the Association is not satisfied with the disposition, or if no disposition is made at the Superintendent's level, it may, within ten (10) days after notification of the decision of the Superintendent, in writing, request the appointment of an arbitrator to hear the grievance. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.

G. Individual teachers shall not have the right to process a grievance to binding arbitration.

H. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.

I. The arbitrator's decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.

J. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter, or amend, or subtract from the terms of this Agreement.

K. If any grievance award shall include back pay, this award shall not extend more than thirty (30) days prior to the date of the Level One conference.

L. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation.

M. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. If no response is received from administration, the grievance may proceed to next step. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

N. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

O. "Days" shall be business days when the administrative office is open during the summer months and school days during the school year.

ARTICLE XXVI
SCHOOL IMPROVEMENT PROCESS

A. The Board and the Association hereby recognize and acknowledge the responsibility of the school district to engage in the school improvement process according to the provisions of Section 1277 of the Michigan Revised School Code, MCL 380.1277. However, it is understood that any recommendations for changes in operations or policies that affect or have an impact upon the wages, hours and/or other terms and conditions of employment of any bargaining unit members shall be subject to the bargaining obligation as prescribed in Section 15 of the Michigan Public Employment Relations Act, MCL 423.215 prior to being adopted and/or implemented to the extent required by law and will not be adopted and/or implemented contrary to any valid and enforceable provision of this Agreement in effect unless otherwise required by law.

B. Participation in the development, review and evaluation of the school district's school improvement plans by a bargaining unit member shall be voluntary unless otherwise required by law. The participation or nonparticipation of a bargaining unit member in the development, review, and evaluation of the school district's school improvement plans will not be used as a criterion for evaluation, discipline or discharge unless such participation is required by law.

ARTICLE XXVII

LEAST RESTRICTIVE ENVIRONMENT/MEDICALLY FRAGILE

A. Least Restrictive Environment

1. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual disabled student should participate in regular education programs and services involved considerations of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC).

Although it is agreed that the disabled student's participation and right to participate in regular education programs and services cannot be affected by this Agreement, the Board does agree to consider how the disabled student's placement will affect teachers when determining the disabled student's placement.

2. The Board shall determine the need for a teacher who will be providing instructional or other services to a disabled student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The Board shall provide release time in the event the District directs or authorizes a teacher to attend an IEPC which is scheduled during a time the teacher is assigned to teach a class.

3. If any teacher has a reasonable basis to believe that a disabled student's current Individual Educational Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his principal in writing.

4. On a case-by-case basis, the Board will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a disabled student.

B. Medically Fragile Students

1. If a teacher will be providing instructional or other services to a medically fragile student, the teacher or another adult who will be present when the instruction or other services are being provided will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.

2. No teacher will be required to provide services of a medical nature to a medically fragile student without being trained to provide the services, unless the services are necessitated by emergency.

3. On a case-by-case basis, the Board will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a medically fragile student.

4. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (POHI, SXI, SMI, TMI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the responsibility of the teacher to implement the student's individualized educational plan for attending to the educational needs of the student while in the teacher's class.

ARTICLE XXVIII
NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until the expiration of this contract. Because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties and it is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. Beginning not later than May 1 of the last contract year, negotiations will be undertaken for an agreement covering the next negotiated contract.

C. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. While no final agreement shall be executed without ratification by the Association, 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.

ARTICLE XXIX
EXTENT OF AGREEMENT

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 a written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and this Agreement shall supercede any of the terms of an individual contract that are contrary or inconsistent with its terms.

C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

ARTICLE XXX
INSURANCE

A. The Board shall provide without cost to the employee for the duration of this contract, the following MESSA PAK insurance coverage:

Plan A -- For Teachers needing health insurance

Health	Effective Through February 28, 2007 Super Care I (\$5/\$10) Co-Pay Drug Card (\$100/\$200 Plan Deductible) Preventive Care Rider
	Effective March 1, 2007 MESSA Choices II (\$5/\$10) Co-Pay Drug Card
Long Term Disability	66 2/3% \$3,500 maximum 60 calendar days - modified fill Maternity Coverage Pre-existing Condition Waiver - Yes Freeze on Offsets - Yes Alcoholism/drug 2 year Mental/nervous same as any other illness COLA - no
Delta Dental	80/80/80:\$3,000 or 50/50/50:\$3,000
Negotiated Life	\$40,000 AD & D
Vision	VSP-3 plus

Plan B -- For Teachers not needing health insurance

Delta Dental	80/80/80:\$3,000 or 50/50/50:\$3,000
Vision	VSP-3 plus
Negotiated Life	\$45,000 AD & D
Long Term Disability	Same as above

B. Any teacher not electing health insurance coverage shall have the option of using \$185.00 toward MESSA options and/or tax sheltered annuities pursuant to a qualified Section 125 Plan.

C. Part time teachers will receive pro-rated insurance benefits provided they work at least three (3) hours per day.

D. Coverage for any teacher leaving the Atlanta Community School shall end effective August 31, except when the teacher leaves before he completes his teaching days, in which case the coverage is pro-rated.

E. The Board will not contribute toward the cost of insurance for a teacher on leave of absence except as required by law.

F. The District shall not make premium contributions on behalf of employees which are unlawful or may result in a penalty being imposed on the District.

ARTICLE XXXI
EARLY RETIREMENT INCENTIVE POLICY

A. Any teacher who has been employed under contract by the Atlanta Community Schools for a total of fifteen years or more continuous service (excluding leaves), which are also credited under the Michigan Public School Employees Retirement System (MPERS), and who elects to take early retirement must notify the Board of his retirement intentions no later than two (2) months prior to retirement to have the provisions go into effect. Provisions for early retirement benefits to any teacher notifying the Board less than two (2) months prior to retirement shall be solely at the discretion of the Board. Retirements commencing at times other than the end of a semester shall not be entitled to this benefit.

Note: Service with the Atlanta Community Schools must be immediately prior to retirement.

B. Prior to receiving any payment, the teacher must satisfy at least the minimum age and years of service requirement to obtain full benefits under the provisions of the Michigan Public School Employees Retirement System.

C. The teacher will be eligible for the ERI benefit, as outlined below, for Three years from the time he meets the minimum requirements to obtain full benefits under the provisions of the Michigan Public School Employees Retirement System (MPERS).

D. A teacher who selects early retirement shall be paid as follows

1st year eligible	-	\$32,500	5 years, 5 equal installments
2nd year eligible	-	\$13,500	3 years, 3 equal installments
3rd year eligible	-	\$ 6,750	1 yearly lump sum payment

This provision does not apply to anyone hired after January 18, 1996.

E. The date of payment of monies due under the terms of this article shall be the final day of teacher duty as negotiated and set forth in the calendar for the appropriate school year.

F. In the event of the death of a teacher occurring after the start of school and before the conclusion of the school year, payment by the Board shall be prorated using teacher reporting days. Should a member decease after having made application, and been approved for receipt of the Early Retirement Incentive, his beneficiary shall be entitled to receive the remaining portion of the member's ERI benefit, minus any payments made by or obligations accrued to the School District.

G. It is expressly understood that if a court of law rules that early retirement incentive plans, such as that set forth above, are in violation of Michigan law, then the early retirement incentive program described above shall be null and void.

H. Teachers obtaining Early Retirement Incentive shall sign a Waiver and Release.

ARTICLE XXXII
MENTOR TEACHER

A. Each probationary teacher, during the first three years of classroom service, shall be provided a Mentor Teacher. The Mentor shall provide the necessary assistance toward the goal of quality education.

B. The Mentor shall be a tenured teacher, a college professor, a retired teacher or intermediate school personnel. Participation as a Mentor is voluntary, and, if possible, in the same academic discipline as the probationary teacher. Mentor assignments should be for a full school year and subject to renewal, annually, at the Administration discretion. Assignment as a Mentor shall not be subject to the Grievance Procedure.

C. When possible, a common preparation period should be scheduled with the Mentor and probationary teacher.

D. The Mentor has the option of participating in the evaluation process of the probationary teacher.

E. To be paid as a Mentor, the Mentor must meet with the probationary teacher as follows:

- | | |
|-----------------------|--|
| First Year Probation | - Meeting at least once per month |
| Second Year Probation | - Meeting at least every other month |
| Third Year Probation | - Meeting at least once every three months |

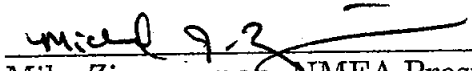
A Mentor shall confirm such meetings prior to being paid as a Mentor.


ARTICLE XXXIII
DURATION OF AGREEMENT

A. All provisions of this Agreement shall be effective as of the ratification date by the Board and the Association and shall continue in effect until August 31, 2008.


NORTHERN MICHIGAN
EDUCATION ASSOCIATION,
MEA/NEA

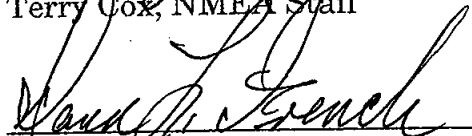
ATLANTA COMMUNITY SCHOOLS

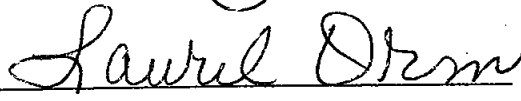
By 
Mike Zimmermann, NMEA President

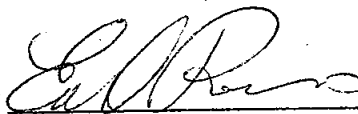
By 
President

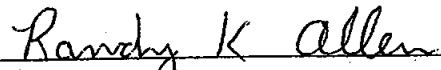
By 
Terry Cox, NMEA Staff


By 
Vice-President

By 
Dann French, SNAP Bargainer

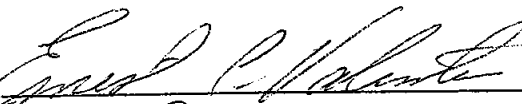
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Secretary

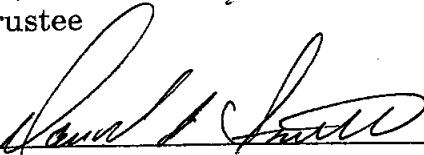
By 
Earl Ross, Negotiating Team

By 
Treasurer

By 
Laurie Rabe, Negotiating Team

By 
Trustee

By 
Trustee

By 
Trustee

Dated this 30th day of January, 2007.

SCHEDULE A
2006-2007 SCHOOL CALENDAR
Student School Day - 8:30 a.m. to 3:30 p.m.
Teacher School Day - 8:10 a.m. to 3:35 pm.

September	5	Tuesday	Professional Development-No School for Students 8:30 a.m.-12:00 p.m. 1:00 p.m.-4:00 p.m.
September	6	Wednesday	Professional Development-No School for Students 8:30 a.m.-12:30 p.m. (Professional Development)
September	7	Thursday	FIRST DAY OF SCHOOL FOR STUDENTS
September	20	Wednesday	Open House for Parents (5:00 p.m.-7:30 p.m.)
October	2	Monday	Professional Development-No School for Students 8:30 a.m.-12:00 p.m. 1:00 p.m.-4:00 p.m.
November	3	Friday	End of 1st Marking Period
November	9	Thursday	Professional Development (8:45 a.m.-12:00 p.m.)-No School for Students Parent/Teacher Conferences (1:00 p.m.-4:00 p.m. and 5:00 p.m.-8:00 p.m.)
November	10	Friday	No School
November	15	Wednesday	Fall Holiday
November	23	Thursday	Thanksgiving Holiday Begins
November	27	Monday	School Resumes
December	25	Monday	Winter Break Begins
January	8	Monday	School Resumes
January	19	Friday	End of 2nd Marking Period
March	16	Friday	End of 3rd Marking Period
March	22	Thursday	Professional Development (8:45 a.m.-12:00 p.m.)-No School for Students Parent/Teacher Conferences (1:00 p.m.-4:00 p.m. and 5:00 p.m.-8:00 p.m.)
March	23	Friday	No School
April	2	Monday	Spring Break Begins
April	9	Monday	School Resumes
May	28	Monday	Memorial Day
May	31	Thursday	LAST DAY OF SCHOOL FOR STUDENTS
June	1	Friday	Professional Development-No School for Students 8:30 a.m.-12:00 p.m. 1:00 p.m.-4:00 p.m.

	STUDENT DAYS	TEACHER DAYS			
September	17.00	19.00			
October	21.00	22.00			
November	17.00	18.50			
December	16.00	16.00			
January	18.00	18.00			
February	20.00	20.00			
March	20.00	21.50			
April	16.00	16.00			
May	22.00	22.00			
June	0.00	1.00			
	167.00	174.00			
Marking Period-1	Marking Period-2	Marking Period-3	Marking Period-4	Total Days	
41	40	40	46	167.00	
				Instructional Hours	1097.19
				Professional Development	30.00
				Total Instructional Hours	1127.19

SCHEDULE B
2006-2007 SALARY SCHEDULE

Step	BA	% Inc.	BA+20	% Inc.	MA	% Inc.	MA+15	% Inc.	MA+30	% Inc.
1	32,493		34,118		35,094		36,068		37,042	
2	33,792	4	35,483	4	36,495	3.99	37,510	4	38,524	4
3	35,094	3.85	36,848	3.84	37,900	3.85	38,954	3.85	40,005	3.84
4	36,393	3.7	38,213	3.7	39,304	3.7	40,397	3.71	41,488	3.71
5	37,693	3.57	39,577	3.57	40,708	3.57	41,838	3.57	42,969	3.57
6	38,992	3.45	40,941	3.45	42,111	3.45	43,282	3.45	44,450	3.45
7	40,292	3.33	42,306	3.33	43,515	3.33	44,725	3.33	45,932	3.33
8	41,591	3.22	43,670	3.22	44,919	3.23	46,164	3.22	47,414	3.23
9	43,100	3.63	45,254	3.63	46,548	3.63	47,841	3.63	48,897	3.13
10	44,619	3.53	46,851	3.53	48,190	3.53	49,529	3.53	50,867	4.03
11	46,331	3.84	48,640	3.82	50,022	3.8	51,408	3.79	52,792	3.79
12	48,052	3.72	50,439	3.7	51,870	3.69	53,301	3.68	54,734	3.68
13	49,556	3.13	52,008	3.11	53,478	3.1	54,950	3.09	56,422	3.08
14	49,734	0.36	52,185	0.34	53,656	0.33	55,128	0.32	56,599	0.31
15	49,912	0.36	52,363	0.34	53,834	0.33	55,305	0.32	56,777	0.31
16	50,089	0.36	52,540	0.34	54,011	0.33	55,483	0.32	56,955	0.31
17	50,267	0.35	52,718	0.34	54,189	0.33	55,661	0.32	57,132	0.31
18	50,444	0.35	52,896	0.34	54,366	0.33	55,838	0.32	57,310	0.31
19	50,622	0.35	53,073	0.34	54,544	0.33	56,016	0.32	57,488	0.31
20	50,901	0.55	53,352	0.53	54,823	0.51	56,295	0.5	57,767	0.49
21	51,180	0.55	53,632	0.52	55,102	0.51	56,574	0.5	58,046	0.48
22	51,459	0.55	53,911	0.52	55,381	0.51	56,853	0.49	58,325	0.48
23	51,739	0.54	54,190	0.52	55,661	0.5	57,132	0.49	58,604	0.48
24	52,018	0.54	54,469	0.52	55,940	0.5	57,411	0.49	58,883	0.48
25	52,297	0.54	54,748	0.51	56,219	0.5	57,691	0.49	59,162	0.47
26	52,576	0.53	55,027	0.51	56,498	0.5	57,970	0.48	59,441	0.47
27	52,855	0.53	55,306	0.51	56,777	0.49	58,249	0.48	59,721	0.47
28	53,134	0.53	55,585	0.5	57,056	0.49	58,528	0.48	60,000	0.47
29	53,413	0.53	55,865	0.5	57,335	0.49	58,807	0.48	60,279	0.47
30	53,692	0.52	56,144	0.5	57,614	0.49	59,086	0.47	60,558	0.46

A Longevity payment of \$275.00 will be added for each year of credit starting with year 31

SCHEDULE B
2007-2008 SALARY SCHEDULE

Step	BA	% Inc.	BA+20	% Inc.	MA	% Inc.	MA+15	% Inc.	MA+30	% Inc.
1	32,980		34,630		35,620		36,609		37,598	
2	34,299	4	36,015	4	37,042	3.99	38,073	4	39,102	4
3	35,620	3.85	37,401	3.84	38,469	3.85	39,538	3.85	40,605	3.84
4	36,939	3.7	38,786	3.7	39,894	3.7	41,003	3.71	42,110	3.71
5	38,258	3.57	40,171	3.57	41,319	3.57	42,466	3.57	43,614	3.57
6	39,577	3.45	41,555	3.45	42,743	3.45	43,931	3.45	45,117	3.45
7	40,896	3.33	42,941	3.33	44,168	3.33	45,396	3.33	46,621	3.33
8	42,215	3.22	44,325	3.22	45,593	3.23	46,856	3.22	48,125	3.23
9	43,747	3.63	45,933	3.63	47,246	3.63	48,559	3.63	49,630	3.13
10	45,288	3.53	47,554	3.53	48,913	3.53	50,272	3.53	51,630	4.03
11	47,026	3.84	49,370	3.82	50,772	3.8	52,179	3.79	53,584	3.79
12	48,773	3.72	51,196	3.7	52,648	3.69	54,101	3.68	55,555	3.68
13	50,299	3.13	52,788	3.11	54,280	3.1	55,774	3.09	57,268	3.08
14	50,480	0.36	52,968	0.34	54,461	0.33	55,955	0.32	57,448	0.31
15	50,661	0.36	53,148	0.34	54,642	0.33	56,135	0.32	57,629	0.31
16	50,840	0.36	53,328	0.34	54,821	0.33	56,315	0.32	57,809	0.31
17	51,021	0.35	53,509	0.34	55,002	0.33	56,496	0.32	57,989	0.31
18	51,201	0.35	53,689	0.34	55,181	0.33	56,676	0.32	58,170	0.31
19	51,381	0.35	53,869	0.34	55,362	0.33	56,856	0.32	58,350	0.31
20	51,665	0.55	54,152	0.53	55,645	0.51	57,139	0.5	58,634	0.49
21	51,948	0.55	54,436	0.52	55,929	0.51	57,423	0.5	58,917	0.48
22	52,231	0.55	54,720	0.52	56,212	0.51	57,706	0.49	59,200	0.48
23	52,515	0.54	55,003	0.52	56,496	0.5	57,989	0.49	59,483	0.48
24	52,798	0.54	55,286	0.52	56,779	0.5	58,272	0.49	59,766	0.48
25	53,081	0.54	55,569	0.51	57,062	0.5	58,556	0.49	60,049	0.47
26	53,365	0.53	55,852	0.51	57,345	0.5	58,840	0.48	60,333	0.47
27	53,648	0.53	56,136	0.51	57,629	0.49	59,123	0.48	60,617	0.47
28	53,931	0.53	56,419	0.5	57,912	0.49	59,406	0.48	60,900	0.47
29	54,214	0.53	56,703	0.5	58,195	0.49	59,689	0.48	61,183	0.47
30	54,497	0.52	56,986	0.5	58,478	0.49	59,972	0.47	61,466	0.46

A Longevity payment of \$275.00 will be added for each year of credit starting with year 31

SCHEDULE B
USE OF SALARY SCHEDULE

1. Credit for advancement on the salary schedule shall be given for graduate level course(s) on a planned program in teaching, counseling, school administration, or graduate level course(s) that compliment a teacher's subject matter from an accredited university.
2. It is agreed that the BA+15 will ultimately be phased out. Teachers hired during or before 1992-93 shall be grandfathered. Teachers hired after 1992-93 shall not be eligible for the BA+15 salary column.
3. The Board will allow up to ten (10) years for outside teaching experience in any Michigan School District or teaching experience in a public (i.e., not charter) school district in any state.
4. One full semester of experience in any recognized school district in Michigan or any other state will qualify a teacher for one step on the salary schedule.
5. Teachers who have served in the regular Armed Forces of the United States may be given experience credit up to two (2) years including active duty in the National Guard. ROTC not to be included.
6. The above degrees and credits will be computed as of the date of hire.
7. Teachers will be paid every two weeks. Teachers shall have the option of receiving their salary in twenty-one (21) or twenty-six (26) payments.
8. Regular teachers who substitute during their conference/planning hours will be paid for such time at the end of each semester.
9. Credit hours that apply to a change in placement on the salary schedule will be granted only at the completion of the course work and prior to the beginning of the school year or at semester time. All credits used for BA+15, BA+20, MA+15, and MA+30 salary categories must be earned after completion of that appropriate degree (exceptions will be allowed through August 30, 2002).

SCHEDULE C

EXTRA PAY FOR COACHES AND SPECIAL ACTIVITY ADVISORS

Coaching Positions - The percent assigned to each coaching position will be calculated from the BA column 5th Step.

For each year of coaching a specific sport or special activity advisor in the Atlanta system, the coach/advisor will be compensated \$25.00 for each year after their 10th year.

Example: 12 years as a basketball coach in Atlanta.
 12 years - 10 years = 2 years x \$25.00 = \$50.00
 to be added to the extra pay schedule.

<u>COACHES</u>	<u>PERCENT APPLIED TO BA STEP 5</u>
Head football	9.5
Assistant football	6
JV football	5
JV Asst. football	4
Cross Country	4

Boys & Girls

Head basketball	9.5
JV basketball	6
Jr. High basketball	4.75
Head volleyball.....	6
Assistant volleyball.....	4
Head track.....	6
Assistant track.....	4
Jr. High Track.....	4
Baseball.....	6
Softball	6
Golf.....	4
Cheerleading.....	5.5
Jr. High Cheerleading.....	2

<u>SPECIAL ACTIVITY ADVISORS</u>	<u>2004-05</u>	<u>2005-06</u>
Band	\$3,567	\$3,656
Ski Club	374	383
*SR. Class Advisor	516	529
JR. Class Advisor	597	612
10th Class Advisor	344	353

SPECIAL ACTIVITY ADVISORS

	<u>2004-05</u>	<u>2005-06</u>
9th Class Advisor	349	358
8th Class Advisor	222	228
7th Class Advisor	222	228
Play Director (per play)	747	766
National Honor Society	261	268
Drama Club (elementary)	298	305
Knowledge Bowl	374	383
**Student Council	374	383
Elementary Yearbook	222	228
Mentor Teacher	257	263
Elementary Student Council	374	383
Elementary Talent Show	133	136
Camp Experience (Two Nights)	318	326
*Added for Senior Trip	332	340
**Added for Lock-In	133	136

NOTE: Class Advisor's experience shall be applied to any grade level for longevity.

NMEA - ATLANTA
GRIEVANCE REPORT FORM

Grievance # _____ School District _____

Distribution of Form

1. Superintendent
2. Principal
3. Association
4. Teacher

GRIEVANCE REPORT

Submit to Principal in Duplicate

_____	_____	_____	_____
Building	Assignment	Name of Grievance	Date Filed

STEP 2

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature

Date

D. Position of Grievant and/or Association _____

Signature

Date

If additional space is needed in reporting Sections B1 & 2 of Step 2, attach an additional sheet.

STEP 3

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP 4

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature

Date of Decision

NOTE: All provisions of Article XXV of the Agreement dated August 24, 1982 will be strictly observed in the settlement of grievance.

ATLANTA COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND

NORTHERN MICHIGAN EDUCATION ASSOCIATION

MEMORANDUM OF AGREEMENT

Re: Article XIX MAINTENANCE OF STANDARDS

This Memorandum of Agreement is entered into this 30th day of January, 2007 by and between the Board of Education of Atlanta Community Schools, hereinafter "Board", and the Northern Michigan Education Association, hereinafter "Association", as follows:

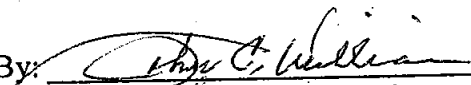
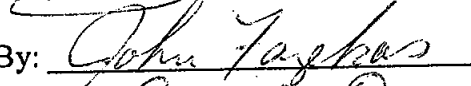
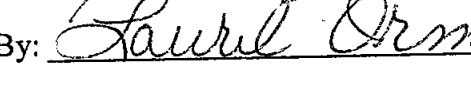
WHEREAS, the Board and the Association have engaged in collective bargaining for a successor agreement and have reached agreement as a result thereof,

It is hereby mutually acknowledged and agreed by and between the Board and the Association that as a condition of the terms of the 2006-2008 successor agreement between them the provisions of Article XIX Maintenance of Standards shall be suspended and of no effect for the term of the 2006-2008 successor agreement.

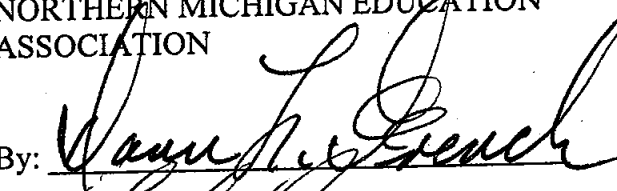
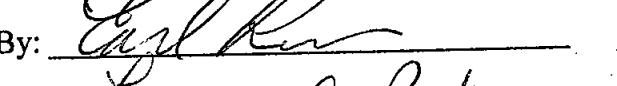
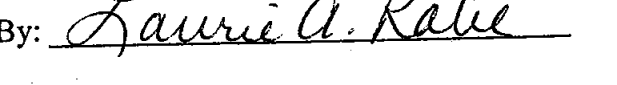
This Memorandum of Agreement is effective upon ratification of the 2006-2008 successor agreement by the Board and the Association and continues in full force and effect until August 31, 2008 when it shall expire with the expiration date of the 2006-2008 successor agreement.

This Memorandum of Agreement is entered into this 30th day of January, 2007, by and between the Board and the Association whose authorized representatives have affixed their signature(s) attesting thereto as follows:

BOARD OF EDUCATION
ATLANTA COMMUNITY SCHOOLS

By: 
By: 
By: 
By: _____

NORTHERN MICHIGAN EDUCATION
ASSOCIATION

By: 
By: 
By: 
By: _____

ATLANTA COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND

NORTHERN MICHIGAN EDUCATION ASSOCIATION

MEMORANDUM OF AGREEMENT

Re: MEA-PAC/NEA-PAC CONTRIBUTION DEDUCTIONS

This Memorandum of Agreement is entered into this 30th day of January, 2007 by and between the Board of Education of Atlanta Community Schools, hereinafter "Board", and the Northern Michigan Education Association, hereinafter "Association", as follows:

WHEREAS, the Board and the Association have engaged in collective bargaining for a successor agreement and have reached agreement as a result thereof,

It is hereby mutually acknowledged and agreed by and between the Board and the Association that as a condition of the terms of the 2006-2008 successor agreement between them the provision of Article IV Association Dues, Service Fees And Payroll Deductions, Section E. for deduction of MEA-PAC/NEA-PAC contributions upon appropriate written authorization from the bargaining unit members shall be suspended and of no effect during the term of the 2006-2008 successor agreement.

This Memorandum of Agreement is effective upon ratification of the 2006-2008 successor agreement by the Board and the Association and continues in full force and effect until August 31, 2008 when it shall expire with the expiration date of the 2006-2008 successor agreement.

This Memorandum of Agreement is entered into this 30th day of January, 2007, by and between the Board and the Association whose authorized representatives have affixed their signature(s) attesting thereto as follows:

BOARD OF EDUCATION
ATLANTA COMMUNITY SCHOOLS

By: *John C. Williams*

By: *John Farbas*

By: *Paula Dorn*

By: _____

NORTHERN MICHIGAN EDUCATION
ASSOCIATION

By: *Wanda McFrench*

By: *Carl*

By: *Laurie A. Rake*

By: _____

ATLANTA COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND

NORTHERN MICHIGAN EDUCATION ASSOCIATION

MEMORANDUM OF AGREEMENT

Re: Withdrawal of Unfair Labor Practice Charge


This Memorandum of Agreement is entered into this 30th day of January, 2007 by and between the Board of Education of Atlanta Community Schools, hereinafter "Board", and the Northern Michigan Education Association, hereinafter "Association", as follows:

WHEREAS, the Board and the Association have engaged in collective bargaining for a successor agreement and have reached agreement as a result thereof,

It is hereby mutually acknowledged and agreed by and between the Board and the Association that as a condition of the terms of the 2006-2008 successor agreement between them upon ratification of the 2006-2008 successor agreement by the Board and the Association, the Association will withdraw the unfair labor practice charges filed and pending in MERC Case No. C06 H-195.

This Memorandum of Agreement is entered into this 30th day of January, 2007, by and between the Board and the Association whose authorized representatives have affixed their signature(s) attesting thereto as follows:

BOARD OF EDUCATION
ATLANTA COMMUNITY SCHOOLS


By: 

By: 

By: 

By: _____

NORTHERN MICHIGAN EDUCATION
ASSOCIATION

By: 

By: 

By: 

By: _____

ATLANTA COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND

NORTHERN MICHIGAN EDUCATION ASSOCIATION

MEMORANDUM OF AGREEMENT

Re: School Calendars

This Memorandum of Agreement is entered into this 30th day of January, 2007 by and between the Board of Education of Atlanta Community Schools, hereinafter "Board", and the Northern Michigan Education Association, hereinafter "Association", as follows:

WHEREAS, the Board and the Association have engaged in collective bargaining for a successor agreement and have reached agreement as a result thereof,

It is hereby mutually acknowledged and agreed by and between the Board and the Association that as a condition of the terms of the 2006-2008 successor agreement between them the school calendar for the 2006-2007 school year will be the 2006-2007 school calendar tentative agreement agreed upon in bargaining and the 2007-2008 school calendar shall be developed through discussions between the Superintendent of Schools and an Association Calendar Committee and shall correspond to the student instruction time and teacher work time contained in the 2006-2007 school calendar.

This Memorandum of Agreement is entered into this 30th day of January, 2007, by and between the Board and the Association whose authorized representatives have affixed their signature(s) attesting thereto as follows:

BOARD OF EDUCATION
ATLANTA COMMUNITY SCHOOLS

NORTHERN MICHIGAN EDUCATION
ASSOCIATION

By: *John C. Wheeler*
By: *John Faykas*
By: *Laurel Orm*
By: _____

By: *David R. French*
By: *Carl [unclear]*
By: *Laurie A. Rabe*
By: _____

ATLANTA COMMUNITY SCHOOLS
BOARD OF EDUCATION \

AND

NORTHERN MICHIGAN EDUCATION ASSOCIATION

MEMORANDUM OF AGREEMENT

Re: Teacher Assistants Grievances and UC Petition

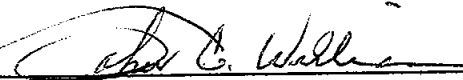
This Memorandum of Agreement is entered into this 30th day of January, 2007 by and between the Board of Education of Atlanta Community Schools, hereinafter "Board", and the Northern Michigan Education Association, hereinafter "Association", as follows:

WHEREAS, the Board and the Association have engaged in collective bargaining for a successor agreement and have reached agreement as a result thereof,

It is hereby mutually acknowledged and agreed by and between the Board and the Association that as a condition of the terms of the 2006-2008 successor agreement between them the teacher assistants grievances pending arbitration hearings in AAA Case No. 54 390 01025 and AAA Case No. 54 390 01026 shall be held in abeyance and will not proceed to hearing until after a decision and disposition has been issued by the Michigan Employment Relations Commission in the pending unit clarification petition regarding teacher assistants in MERC Case No. UC06-014.

This Memorandum of Agreement is entered into this 30th day of January, 2007, by and between the Board and the Association whose authorized representatives have affixed their signature(s) attesting thereto as follows:

BOARD OF EDUCATION
ATLANTA COMMUNITY SCHOOLS


By: 

By: 

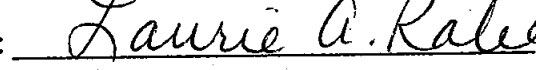
By: 

By: _____

NORTHERN MICHIGAN EDUCATION
ASSOCIATION

By: 

By: 

By: 

By: _____