

PROFESSIONAL NEGOTIATIONS AGREEMENT
between
THE MASON CONSOLIDATED SCHOOL DISTRICT
and
MONROE-MASON ALTERNATIVE EDUCATION ASSOCIATION

The Board of Education for the Mason Consolidated School District, located at 2400 Mason Eagles Drive, Erie, Michigan, 48133, acting as fiscal agent for Monroe County Alternative Education Consortium, hereinafter referred to as Employer, and the Monroe-Mason Alternative Education Association, located at 14576 South Dixie Highway, Unit 1, Monroe, Michigan, 48161, hereby agree as follows:

ARTICLE I
PURPOSE

The Employer and the Association hereby affirm that their mutual interest is the development of educational programs of the highest quality consistent with available community resources, for the benefit of the students participating in the program, the constituent communities and their mutual recognition of teaching as a public trust and a professional calling.

ARTICLE II
RECOGNITION

The Employer hereby recognizes the Association as the exclusive bargaining unit representative, as that term is defined in Section II of 1965, P.A. 379, as amended, for all full and part-time alternative education teachers, counselors/social workers, and excluding all supervisory, and executive personnel, and all others not specifically recognized herein.

The term "teacher," as used in this agreement, shall refer to all employees represented by the Association as a part of this bargaining unit and any reference to male teachers shall include female teachers. The term "Employer" shall include all supervisory and executive personnel, officers, members of the Board of Education and/or their delegated representatives.

ARTICLE III
AGENCY SHOP

Financial Responsibilities and Payroll Deductions

- A. All employees as a condition of continued employment shall either: Sign and deliver to the Board at least one week before the first pay period an assignment authorizing deduction of membership fees and voluntary contributions of the Union (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing:

Or

Cause to be paid to the Union in cash or via authorization for payroll deduction a fee equal to the per member cost of negotiating this Agreement within ten (10) days after the commencement of employment. In no event shall the per member cost exceed the cost of the membership fee. The Union shall deliver to the Superintendent, on or before the

third Monday of September and immediately thereafter whenever a change in the amount is made, a written statement specifying the amount of the fee. If an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Board shall, at the request of the Union, deduct the service fee from the employee's salary and remit same to the Union under the procedure provided below.

1. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a) The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board if compliance is not affected.
 - b) If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Board to make such deduction pursuant to the opening paragraph above.
 - c) The Board, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for same.
2. The Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for Payment) pursuant thereto, applies only to non-Union employees. The remedies set forth in that Policy shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement.
3. The Union will save the Board harmless from any and all costs including witness and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing the provisions of this Article III, Section 2.

ARTICLE IV **BOARD'S RIGHTS**

- A. The School District, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, the revised School Code of 1995, and all other applicable laws, codes and regulations and any modifications made thereto. Further, all rights which ordinarily vest in and are exercised by employers, including the day-to-day operations as required to assure the effective control of personnel, except such as are relinquished herein, are reserved to and remain vested in the School district, including but without limiting the generality of the foregoing, the right:

1. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any new services, materials, or methods of operation;
2. To introduce new equipment, methods, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
3. To determine the number, location and type of facilities and installations;
4. To determine the size of the work force and increase its size, subject to the limitations imposed by this agreement;
5. To hire and lay off employees;
6. To direct the work force, assign work and determine the number of employees assigned to operations subject to the limitations imposed by this agreement;
7. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications. However, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classifications and establishment of wage rates for any new or changed classifications shall be the subject of collective bargaining;
8. To determine lunch, rest periods and preparation, and other break periods;
9. To discipline and discharge employees for just cause, except for probationary employees who shall be at-will employees under this agreement;
10. Furthermore, the Employer shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment not abrogated in this agreement;
11. The Employer retains the right to direct supervisory employees, non-bargaining unit employees, or other administrative personnel to perform bargaining unit duties normally performed by bargaining unit members whenever, in the reasonable determination of the Board or its designated representative, such duties on a temporary basis is necessary to ensure continuity of essential administrative or educational functions of the school district. The performance of such duties shall not, however, result in the displacement or replacement of regular bargaining unit members;
12. To establish, maintain and enforce work rules relative to the job classifications covered by this agreement;
13. To contract or subcontract any and all bargaining unit work according to the need for efficiency and economy in the operation of the District, to the extent permitted by law;
14. The executive management and administrative control of the school system and its properties and facilities, and the school-related activities of its employees;

15. To hire all employees and, subject to the provisions of the law and this Master Agreement, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees;
 16. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, as deemed necessary or advisable by the Board;
 17. To approve the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 18. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereof, and the terms and conditions of employment; and
 19. To adopt rules and regulations for the operation and management of the schools and the Consortium.
- B. The exercise of the foregoing powers, rights and authority, 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 the Constitution and Laws of the United States.

ARTICLE V **EVALUATION**

Evaluation of employees shall be consistent with the provisions of the Michigan Teachers Tenure Act and Michigan's Public Employment Relation Act.

ARTICLE VI **TEACHER RIGHTS & RESPONSIBILITIES**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee, as defined in Article 1, Section A, of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations, and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under cover 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 Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any lawful activities of the Union, or collective professional negotiations with the Board, or his/her institution of any grievance or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission.

- C. A teacher shall not seek to advance personal, political or religious views in the classroom.
- D. The Union shall not discriminate against any teacher who refuses to participate in activities of the Union.
- E. A teacher shall insure that all sides of a controversial issue are presented equally and that topic and material used will be appropriate to the maturity level and intellectual ability of the students.
- F. The teacher's position shall not be privileged as to his responsibility for statements which are libelous, slanderous, or which in any way violates the civil rights of others.
- G. Teachers and administrators shall share the responsibility to work with students to reduce anti-social behavior.
- H. The teacher shall be responsible for the supervision and safety of students in his/her respective classrooms and adjacent halls and restrooms.
- I. When in-service training programs or teachers' meetings are held, all teachers involved shall attend for the full time of the program, and contribute to the work at hand. Only in case of an extreme emergency will teachers be excused from attending such meetings, and this must be with the permission of the building principal.
- J. Teaching is a combined effort of many different aspects of learning. There are certain activities, which are necessary to carry on the business of teaching. These jobs will have to be done by teachers, whether on a voluntary or assigned rotating basis, but done so as to keep the educational process moving. Such jobs might be considered as textbook study, corridor bulletin boards and/or showcases.

ARTICLE VII

UNION RIGHTS

- A. The Board agrees to furnish the Union in response to reasonable requests all available information concerning the financial resources of the District, including, but not limited to: Annual financial reports and audits; tentative budgetary requirements including allocation board budgets; membership data; teacher directories; teacher salary schedules; and such other information that will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the teachers.
- B. The Union and its members shall have the right to use school building facilities, subject to Board policies, at all reasonable hours, for union meetings, social meetings, and fund raising activities for the Scholarship Fund. This includes use of equipment necessary for the preparation and conduct of the Union's activities at no expense to the Board of Education.
- C. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Union either on or off school premises.
- D. Bulletin boards and other established media of building, intrasystem, and school-community communication and the school intrasystem and mail delivery service shall be

made available to the Union and its members. The Board, however, shall not be responsible for transporting Union mail.

- E. The Union shall be allowed to set aside two (2) days a month for it's after school meetings. These will be standing dates, agreed upon on an annual basis, and the Administration shall refrain from scheduling meetings or activities involving teachers on these days.
- F. Union business may be conducted during the school day when it does not conflict or interfere with the normal school operations.
- G. Notwithstanding their employment, 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 activities adversely affect the operation or efficiency of the school or education.
- H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, or membership in or association with the lawful activities of any employee organization.
- I. The Board shall provide eight (8) school days per year of release time for the purpose of Union business. No more than two (2) members may be released at any one time and only upon prior arrangement with the Administration.
- J. A teacher engaged during the school day in negotiating on behalf of the Union with any representative of the Board or participating in any professional grievance negotiation with any representative of the Board shall be released from regular duties without loss of salary when authorized in advance by the District Administration.

ARTICLE VIII **DRESS CODE**

All employees covered by the terms of this Agreement shall maintain a professional appearance. Appropriate attire shall include all forms of dress, by way of example and not by way of limitation, falling within the category of "corporate casual." The term shall not include blue jeans, stretch pants, sweat suits, gym clothes, or other such attire.

Employees engaged in teaching activities are entitled to wear clothing consistent with their respective duties and responsibilities. For example, laboratory coats shall be appropriate classroom attire in a science laboratory. Gym clothes are considered appropriate attire during a gym class.

The Administration, with the agreement of the Association, shall have the ability to declare a "theme" day which shall allow for a relaxed form of dress. Other exceptions may be agreed upon by the Administration and staff in a building.

Violations of this policy shall be subject to progressive discipline. The employee shall first be given a verbal warning, followed by a written warning, a three (3) day suspension, and then termination.

ARTICLE IX
TEACHING LOADS & ASSIGNMENTS

- A. Each daytime teacher working a minimum of thirty (30) hours per week at the Orchard Center facility shall have a daily planning or conference period equal in length to a regular class period. If the schedule does not permit, they will be paid one (1) hour per week in lieu of the planning period.
- B. A duplicate copy of lesson plans is due in the principal's office on the Monday after the previous week has ended. The administration shall provide a form that is capable of being duplicated. Probationary teachers may be required to submit lesson plans in advance.
- C. Teaching assignments shall be made by the building administrator. Notification of changes in teaching assignments shall be made in writing for the next school year prior to the end of each school year, if reasonably possible and in any event, as soon as it is feasible. In planning such assignments any teacher who may be asked to accept changes in subject assignment or to change school buildings will be notified by his/her coordinator prior to the finalization of teaching assignments. If a change in a teaching assignment becomes necessary after the end of the school year, the involved teacher(s) and the union will be notified and the matter will be fully discussed as soon as possible. In making teacher assignments:
1. Changes (subjects and building) shall be voluntary to the extent possible.
 2. More than three preparations shall be avoided whenever possible for secondary teachers.
- D. All daytime teachers working a minimum of thirty (30) hours per week at the Orchard Center shall be entitled to a duty-free lunch period. The lunch periods shall have duration of thirty (30) consecutive minutes. The teacher lunch period does include normal passing time after and before classes. Teachers may leave the campus during their lunch periods with the permission of their immediate supervisor.
- E. Provided that at least 48 hours advance notice is given, teachers shall stay, without reimbursement, to attend not more than nine (9) staff meetings per year. Two (2) of these meetings may be up to two (2) hours in length. The rest of said meetings shall not exceed one (1) hour. It will be mutually decided as to whether these meetings take place before or after school.

ARTICLE X
VACANCIES

- A. Whenever any vacancy in any bargaining unit position occurs or a new bargaining unit position is created in the alternative education program, the Board shall publicize the same by sending or mailing written notice of such vacancy to the President of the Union, and provide for an appropriate posting in every staff lounge. The board shall have the right to fill the vacancy on a temporary basis, until such time as a permanent instructor is selected. In no case shall this be longer than one (1) semester.
- B. Vacancies occurring within a member school district will be posted on the employee bulletin board to the extent that they are received from the constituent districts. Employees covered by this agreement shall have the right to apply for such positions in

accordance with the terms and conditions of the collective bargaining agreements applicable to the available position.

- C. Any certified teacher covered by this agreement may apply for any internal vacancy within this unit. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants and the length of time each has been in the program or school district. All vacancies shall be filled on the basis of qualifications for the position. Qualifications shall include, but shall not be limited to, certification, major and minor fields of study, teaching experience, and evaluations. If qualifications of candidates are essentially equal, seniority will prevail.

ARTICLE XI TRANSFERS

- A. Since the frequent transfer of teachers from one school to another or from one position to another within a building is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized.
- B. Prior to any involuntary transfer, the program coordinator shall provide the affected teacher and the Union written reason(s) for the transfer. Notification will be given ten (10) days in advance, if possible.
- C. 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 XII STAFF REDUCTION

- A. Seniority is defined as length of service within the bargaining unit. All teachers will be ranked on the list in order of their seniority. Unpaid leaves of absence in excess of ninety (90) school days shall be deducted from seniority (except military and sabbatical leave.) In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Union and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Union representatives to be in attendance.
- B. The seniority list shall be published and posted conspicuously in all buildings of the District by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Union. Objections to the seniority list shall be presented by October 30. Thereafter, the list shall be final and conclusive.
- C. All seniority is lost when employment is severed by resignation, abandonment, retirement, and discharge for cause; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.

- D. Layoff shall be defined as a reduction in the work force beyond normal attrition.
- E. Laid off teachers shall be recalled in accordance with the provisions of the Michigan Teachers Tenure Act and Michigan's Public Employment Relation Act.
- F. A laid off teacher who has not lost seniority shall be considered laid off until he/she is reinstated in the district, or accepts employment elsewhere as a teacher. Refusal of an offer from the Board of a position for which the laid off teacher is certified and qualified, or failure to respond within fifteen (15) days of the date of a written offer is mailed, shall be deemed a resignation.
- G. Notification of a recall shall be in writing, with a copy to the Union. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
- H. A laid off teacher may continue his/her health, dental and life insurance benefits by paying monthly the normal, per subscriber group rate premium for such benefits to the Board, according to the provisions of COBRA.
- I. When reduction of staff is necessary, the Board of Education will determine the number of personnel to be maintained in grade and subject matter areas. No teacher shall be laid off pursuant to a reduction of the work force unless said teacher shall have been notified thirty (30) days prior to the beginning date of the layoff.
- J. "Certified" shall be defined as holding valid certification from the Michigan Department of Education.
- K. "Qualified" shall be defined as possessing a major or minor from an accredited college or university in the appropriate subjects to be taught, a teaching certification to teach the course taught, or in appropriate circumstances, previous teaching experience in the Monroe-Mason Alternative/Adult Education Consortium in the subjects to be taught, excluding substitute experience. The employer shall have no obligation to rearrange class schedules or otherwise manipulate course offerings in a manner which retains the most senior teachers.

ARTICLE XIII

NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving matters.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or 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 by a majority of the Board of Education and a majority of the membership of the Union, 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.

- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate, in the absence of a Master Agreement.
- D. Upon the demand of either party, Negotiations between the parties for a new Agreement will begin at least sixty (60) days before the expiration of this contract.

ARTICLE XIV **PROTECTION OF TEACHERS**

- A. The Association and Administration agree that the discipline of students is a shared responsibility. A Student Discipline Code shall be developed by administrators in consultation with the Association. This Discipline Code shall be published to and distributed to teachers and administrators.
- B. Any case of assault upon a teacher performing within the scope of his/her authority shall be promptly reported to the Board or its designated representative and immediate action taken. A teacher incapacitated by such assault in conjunction with the teacher's job shall be covered by Worker's Compensation to the extent that it applies to the situation. An incapacitated teacher may use a proportionate share of his/her accumulated sick days so the employee is receiving full salary in conjunction with his/her Worker's compensation pay.
- C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student in conjunction with the discipline Code, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense to the extent of its statutory obligation.
- D. Any serious complaint by a person other than an administrator directed toward a teacher shall be promptly called to the teacher's attention and the person's name making the complaint shall be made known to the teacher. A teacher may request such complaints be made in writing and shall be signed by the complainant.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable for any damage or loss to person or property, so long as the teachers have acted within their scope of responsibility and authority. Time lost by a teacher in connection with any incident occurring under this Section shall not be charged against the teacher if the teacher has acted within the scope of his/her responsibility.
- F. Students suffering from a contagious disease as identified under the Public Health Code may be temporarily removed from the class.
- G. All teachers shall have a right to review their individual personnel file. Representatives of the Association may accompany the individual teacher during the review. Material contained in the personnel file shall be maintained in accordance with the provisions of the Bullard-Plawecki Employee Right to Know Act.

- H. A teacher shall, at all times, be entitled to have present a Union representative when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. Any such meeting between the teacher and the administrator, and the Union representative, if requested, will normally take place after the teacher's last class of the day, when a request for such representative of the Union is present.
- I. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or any agent or representative thereof shall be subject to the professional grievance procedure set forth in Article XV.

ARTICLE XV

PROFESSIONAL GRIEVANCE PROCEDURE

A. Definition

1. A grievance is a claim by a member or members, or the Union, that there has been a violation, misinterpretation or misapplication of the terms of this Agreement, established law, or written policy of the Board.
2. The term "Member" shall include any group of teachers who are certified and who are members of the bargaining unit.
3. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action, or against whom action might be taken in order to resolve the grievance.
4. The term "days" when used in this Article shall, except where otherwise indicated, mean working days.
5. The "grievant" is the person or persons, including the Union, making the claim.

B. Purpose

The primary purpose of the procedure set forth in this Article is to secure in the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure. Nothing contained herein shall be construed as limiting the right of any member or the Union having a grievance to discuss the matter informally with any appropriate member of the administration.

It is expressly understood by the Union and the Board that the Grievance Procedure beyond Level Three shall not apply to the following areas, and that should a dispute arise in such areas, the remedy shall be the first three levels of the Grievance Procedure and, where applicable, those procedures provided under the Tenure Act: (1) discharge and demotion; (2) termination of probationary teachers.

C. Procedure

In the event a grievance is pending as of June 1st, it shall be resolved prior to the beginning of the next ensuing school year. In this case, the term "days" shall mean work

days. A number of days at each level shall be considered a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent and in writing.

1. **Level One**

An alleged grievance shall first be discussed informally with the coordinator of alternative education, within ten (10) days of the alleged violation. The grievant, at his/her option, may be represented by the Union in the discussion.

2. **Level Two**

If the grievance is not resolved at Level One, the grievance may be submitted, within ten (10) days of the discussion at Level One, in writing to the program director. The program director shall render a decision in writing within five (5) days.

3. **Level Three**

If the decision at Level Two does not resolve the grievance, the grievant may appeal the decision in writing within five (5) days of said decision to the Superintendent and request a meeting. Within five (5) days after the written request is filed with the Superintendent, he/she shall have a meeting with the grievant and/or the Union representative concerning the alleged grievance. Within five (5) days after said meeting the Superintendent shall, in writing, render his/her decision upon the grievance.

If the matter is still in dispute after submission of the superintendent's response to the grievance, the parties may mutually agree to submit the grievance to the mediation processes of the Michigan Employment Relations Commission prior to arbitration of the dispute.

4. **Level Four**

If the alleged grievance is not settled at Level Three, the matter may be referred to arbitration. Either party may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within five (5) working days from the date of the Superintendent's written decision at Level Three and the matter is appealed to the American Arbitration Association within twenty (20) working days from the Superintendent's written decision at Level Three. The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association. A teacher or group of teachers shall not be authorized to process a grievance to Level Four without the consent of the Union.

The arbitrator shall hear the grievance in dispute and shall render his/her decision within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration. The arbitrator shall confine his/her decision to the particular case submitted to him/her. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall have authority to act upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.

The arbitrator shall not render any decision, which would require or permit an action in violation of the Michigan School Laws.

The arbitrator's fee and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any non-teacher witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

All time limits stated above may be extended by mutual consent of both parties.

- D. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- E. Any party of interest may be represented at all meetings or hearings at any level of the grievance procedure by another teacher or other person. However, any teacher in no event shall be represented by an officer, agent, or other representative of any organization other than the Union, or its parent organization. Further, when a teacher is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.
- F. A grievance may be withdrawn without prejudice or record, at any level; however, if, in the judgment of the Union the grievance issue affected a group of teachers, the Union may process the grievance at the appropriate level.

Failure to appeal a decision at any level by either the grievant or the Union within the specified time limits shall be deemed an acceptance of the decision at that level.

The grievance discussed and the decision rendered at Level One shall both be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest. Failure of the employer to issue a decision on the grievance within the time limits specified shall permit the grievant to move the grievance to the next step of the grievance procedure within the time limits specified.

No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

Forms for filing and processing grievances shall be prepared and distributed by the Union in cooperation with the program coordinator.

Access shall be made available to all parties of interest, of places and records for all information necessary to the determination and processing of the grievance.

ARTICLE XVI

TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the teacher 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 at ensuring that the energy of the teacher is primarily utilized to this end.

- A. The Board and the Union agree to maintain class sizes to a manageable number giving due consideration to finances, space, and size of teaching staff.

Where special education students are "mainstreamed" or "included," teachers shall be allowed to participate on the IEPT and in writing the IEP. Teachers shall have access to a copy of the IEP for all Special Education students assigned to their classrooms.

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board shall undertake promptly to implement all joint decisions thereon made by the Board representative and the Union. The Board agrees, at all times, to keep the schools reasonably and properly equipped and maintained, if funds are available.
- C. In each school, the Board shall make available restroom and lavatory facilities exclusively for teachers and adult use.
- D. Telephone facilities shall be made available to teachers for their reasonable use in a non-exclusive private location, wherever possible, but teachers are to pay for all personal long distance calls. Permission for long distance calls should be obtained from the principal's office.
- E. Teachers who cannot use their classroom for conference periods should make arrangements with the building principal for available work areas.
- F. Teachers shall have the right to discuss transfers with the building administrator within two (2) weeks of the implementation of transfers occurring near the commencement of the school year or within two (2) working days of transfers occurring at other times. If the building administrator is not available, the discussion shall be rescheduled for a mutually convenient date. If the teacher is dissatisfied with the discussion with the building administrator, he/she shall meet with the program director.

ARTICLE XVII

LEAVES OF ABSENCE

(PAID)

- A. **Absence because of sickness and unforeseen absences.** In order to ensure the best substitute teacher available, it is necessary to know at the earliest feasible time the fact that a teacher will be absent from work. Teachers will be given the number to call in case of absence at the beginning of each school year. All teachers are specifically required to observe the following rules for requesting substitutes:

1. Place your call the evening before if at all possible, but in no event should the teacher call later than 7:00 a.m. on the day of the absence.
 2. On week-ends call at a time acceptable within normal hours in which to conduct business.
 3. Teachers who fail to report sick will lose the day in pay.
 4. The Board agrees to make every reasonable effort to see that substitutes are available for those teachers who are absent.
- B. All teachers, regularly employed for twenty-five (25) hours or more per week, and who are absent from duty on account of personal illness, injury, or any other approved reason shall be allowed twelve (12) days per year, cumulative to a maximum of one hundred fifteen (115) days.
- The employee absence form will be completed for sick days, business days and funeral leave. The approval of sick and business pay by the immediate supervisor and the consortium director is always conditional upon the employee having days accrued.
- C. Three (3) personal business days per year, with pay, shall be available to teachers for the purpose of emergency or for conducting business which cannot be normally carried on after school hours or on Saturday. These days shall be non-cumulative. Request for a business day shall be made at least twenty-four (24) hours in advance, unless this is not possible due to a legitimate emergency. Requests for such business days shall be made with the Program Coordinator, who will not unreasonably withhold approval. Reasons for personal business days shall not be required.
- D. Acceptable reasons for sick leave with pay shall be: Personal illness or injury; and/or serious illness in the immediate family requiring the employee to be present with the seriously ill family member. For immediate family illness, the Administration has a right to require the employee to provide medical verification from the family member's attending physician that (1) the individual under his care is seriously ill, and (2) that the illness requires the employee to be present with the family member. This verification by the attending physician shall be in a form provided by the District. "Immediate Family" shall be interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, grandparents or any other member of the family who is a permanent resident of the household in which the employee is residing.
- E. Any teacher on sick leave for a longer period than that, which they have accumulated, shall have one day of their salary deducted for each day's absence beyond the number of accumulated sick leave days, unless otherwise provided by the FMLA.
- F. When it becomes apparent to a building coordinator that a teacher is abusing his sick day leave, it will be the coordinator's responsibility to inform the teacher involved. If the situation still exists, the program coordinator will be notified and may have the teacher substantiate future absences for the remainder of the year. Teacher's illness will not be charged against his/her sick days when school is not in session.
- G. The Board will furnish each teacher with a written statement at the beginning of each year setting forth his/her total sick leave and business day credit.

- H. **Jury Duty** - If, during the school year, the program coordinator is not able to get a teacher excused from jury duty, the Board will pay the regular salary for jury duty. Any check for such duty will be sent to the Board.

- I. Leaves of absence with pay not chargeable against the teacher's sick leave allowance or business day allowance shall be granted for the following reasons:
 1. Teachers shall be granted a maximum of five (5) bereavement days as needed per event for immediate family members. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, children, grandchildren, step related family members and grandparents, or permanent residents of the employee's household. Unused funeral/bereavement leave shall not be cumulative. Five (5) additional days with pay may be granted for travel or personal business by the Superintendent at his/her discretion. An employee may submit a request to the Superintendent for one (1) day paid funeral leave due to the death of an individual whose relation with the present employee warrants such attendance. The employee's personal business days, if any, will be allocated first followed by days from the employee's sick bank assuming personal days have been exhausted.
 2. Court appearance as a witness in any case connected with the teacher's employment or the school, except a labor dispute where the teacher is a witness adverse to the school district.
 3. Approved visitation at other schools or for attending educational conferences or conventions.

- J. **Inclement Weather.** When school is officially cancelled, teachers do not report to work. These employees will receive their regular pay for a maximum of 30 hours. After 30 hours, all inclement weather days will be made up. If the employee is absent on the scheduled make-up day, he/she will not be paid.

- K. The employer shall be obligated to comply with the Federal Family and Medical Leave Act according to the language contained in Article XVIII, Section H. The Board of Education retains the right to exercise all rights afforded under the Federal Family and Medical Leave Act.

- L. Leaves of absence with pay (e.g. sick days, personal business days) can only be taken in quarter day, half day, or whole day increments.

ARTICLE XVIII
LEAVES OF ABSENCE
(UNPAID)

- A. Any teacher whose personal illness extends beyond the period compensated under Article XVII shall be granted a leave of absence, without pay, for the duration of the illness, not to exceed one (1) year, renewable at the discretion of the Board. Upon expiration of such leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position, subject, however, to the reduction of staff provisions of this contract.

- B. Any teacher who can anticipate a prolonged disability which would cause the teacher to be absent from work for five (5) consecutive days or more (such as scheduled surgery, other confinement to home or hospital, including maternity) shall notify his/her immediate supervisor, in writing, as soon as possible. The notification shall contain the projected dates of absence. It is understood that use of sick leave shall be only for the duration of the actual incapacity. The Board reserves the right of written verification from a physician. Any teacher that can anticipate a prolonged disability shall have the option of an unpaid leave of absence for up to one (1) year or receiving whatever sick leave benefits may be available only for the duration of the actual incapacity.
- C. Teachers who are officers of the Union shall, upon proper application, be given a leave of absence for one (1) year without pay for the purpose of performing duties for the Union. This leave may be extended for up to one (1) year with approval of the Board of Education. Teachers given this leave of absence without pay shall receive credit toward annual salary increments on the schedule appropriate to their rank. Said teacher shall notify in writing the Board of Education prior to March 1 of his/her intent to return to his/her previous position for the forthcoming year. Sick days will not be earned while on an unpaid leave or while on workers' disability.
- D. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States (limited to two years). Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system. This provision shall only apply to the first enlistment of employees voluntarily entering the military.
- E. The Board shall grant a leave of absence without pay to any teacher to campaign for himself/herself, or serve in, a public office for up to two (2) years. This leave may be extended for up to one year with approval of the Board of Education. Said teacher shall notify, in writing, the Board of Education prior to March 1 of his/her intent to return to his/her previous position for the forthcoming year.
- F. Sabbatical leaves for professional improvement may be permitted on the basis of the law as stated in the Revised School Code of 1995. Any Board, after a teacher has been employed for seven or more consecutive years, shall grant said teacher a sabbatical leave for professional improvement for a period not to exceed two semesters at any one time provided that the teacher holds a valid teaching certificate. During said sabbatical leave, the teacher shall be considered to be in the employ of the said Board, shall have a contract, and may or may not be paid compensation as provided in the rules and regulations of said Board; provided, however, that said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave. Request for sabbatical leave shall be made directly to the Superintendent's office of the fiscal agent and are subject to approval by the board of education. No more than two (2) teachers shall be allowed such leaves each year.
- G. All unpaid leaves shall be granted without insurance benefits. However, the Board of Education may grant, without setting a precedent, insurance benefits to an individual on an unpaid leave if there are extraordinary circumstances.
- H. The unpaid leave provisions of this agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act.

Upon proper and timely application, an eligible teacher will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29 USC 2601) for a total period of up to twelve (12) weeks per year.

The board may require a teacher to utilize and the teacher may elect to utilize available paid leave time (e.g., sick leave, etc.) within the limitations set forth in the Master contract. Such contractual leave time that corresponds to the purposes, for which unpaid time is afforded under the Act, will be utilized in computing available time off under the Act.

- I. Maternity Leave: Application must be submitted in writing at least sixty (60) calendar days prior to the requested starting date to provide the district ample time to obtain a replacement. Such notice shall be directed to the personnel office and shall include an estimated delivery date and requested calendar date for the last day of work. Upon return from maternity leave, teacher shall be assigned to the same position, if available, or a substantially equivalent position and subject; however, subject to the reduction of staff provisions of this contract. If sick leave is requested, it must be used in conjunction with the Family Medical Leave Act of 1992 (FMLA).
- J. Child Care Leave: At the termination of maternity leave, a teacher may request a child care leave due to extenuating circumstances which may be granted at the discretion of the Employer in accordance with Policy 3430 and 3430.1, Family Medical Leave Act of 1992 (FMLA). If sick leave is requested, it must be used in conjunction with the Family Medical Leave Act of 1992 (FMLA).
- K. The twelve (12) weeks of leave per year allowed to eligible employees under FMLA shall be based on the fiscal year (July 1 through June 30). If sick leave is requested, it must be used concurrently with leave under FMLA.
- L. Both the Union and Board recognize that as to those leave provisions that are applicable, they will be applied in a manner consistent with the Family Medical Leave Act of 1992 (FMLA), and employees requesting and eligible for leaves subject to that Act shall be granted leaves in accordance with the provisions of this Article, if applicable, or the Act if the Act provides greater benefits or rights to the employee. The benefits and provisions of the requested leave will be in accordance with FMLA and this collective bargaining agreement. The Board of Education will only require substitution of the FMLA for leaves permitted under the collective bargaining agreement, where allowed by the Act.

The twelve (12) weeks of leave per year allowed to eligible employees under the FMLA shall be based on the fiscal year (July 1 through June 30).

The District may elect to apply the restrictions applicable to leaves for instructional employees near the end of a school term with regard to any leave allowable under the FMLA, in accordance with the FMLA.

Where applicable, contract leaves, paid and unpaid, shall run concurrently with FMLA leaves to the maximum permitted by law.

Both the Union and the Board recognize that any issue that may arise as to the FMLA shall be excluded from the grievance arbitration procedure.

ARTICLE XIX
PROFESSIONAL COMPENSATION

- A. In no event shall the number of days of student instruction be less than the minimum allowed by the State Department of Education.
- B. The school calendar shall follow the school calendar of the fiscal agent unless student program attendance would be enhanced by following the calendar of the district in which the building is located and to which the teacher is assigned. Teacher's assigned to special units shall follow the school calendar of the fiscal agent to the extent possible and subject to the approval of the special unit involved.
- C. Compensation will only be made by direct deposit in the teacher's selected financial institution. Paychecks will not be issued.
- D. Teachers may, during the term of this agreement, sign and deliver to the Board an assignment authorizing payroll deductions for: credit union payments, tax sheltered annuity installments, premiums for school approved insurance programs, and United States bond payments sufficient to purchase the smallest denomination bond. Additional Federal and/or State income tax shall be deducted at the teacher's request in writing. Such written authorization or cancellation may be submitted to the Business Office at any time.
- E. Teachers voluntarily (i.e., including retirement and resignation) leaving the employ of the Board after at least ten (10) years service shall be paid eight dollars (\$8.00) per day for each unused accumulated sick and/or business leave day in excess of sixty-five (65) days. Payment shall not be made for more than one hundred fifteen (115) days. In the event of the teacher's death, payment will be made to his/her estate.
- F. Teachers who substitute during their prep period will be paid \$35.00 per period. If administration can't secure a substitute teacher, teachers on their prep period will be mandated to substitute on a rotational basis.
- G. Teachers teaching more periods than a normal load shall be paid an additional rate of pay commensurate with the formula $1/n$ times base pay where n equals the number of periods of instruction per day.
- H. The reimbursement rate for academic advisers/counselors will be paid per diem for required time beyond the normal school year as scheduled and approved by administration.
- I. Mentoring teachers will be compensated \$100.00 each for mentoring those teachers required to be mentored.
- J. A teacher will be compensated \$1000.00 per school year for serving as the ESP coordinator.
- K. Five (5) Department Chairs will be compensated \$500.00 each.
- L. For extra work previously approved by administration not compensated by those items in this section or under Schedule B (e.g. detention supervisor), the teacher shall be entitled

to appropriate additional professional compensation at an established hourly rate of \$25/hour. These hours must be recorded on a timesheet and submitted bi-weekly.

Note: The administration and the union agree to annually discuss the need for items I, J, K, and L. If both parties agree to include any or all of these items in the master agreement, payment will be made as noted only if the budget allows. These items will be reviewed on an annual basis by a joint committee of administration and teachers. This review will begin by July 1st annually along with items on Schedule B.

ARTICLE XX

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established practices of the Board.
- B. 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 permitted by law, but all other provisions or application shall continue in full force and effect.
- C. Since books are a primary tool of the teaching profession, teachers will be allowed to purchase books through the librarian with moneys going through the library account of the Internal Account. The purchaser will pay the sales tax to the seller.
- D. A teacher shall not leave his or her class unattended at any time except when proper procedures are followed.
- E. No teacher shall leave the premises of the school in which he/she teaches anytime during the school hours, including during the teacher's duty-free lunch period, without authorization of the principal in the building.
- F. Room temperature shall be conducive to learning.
- G. The agenda for the regular scheduled board meetings will be made available to the Union on the Friday prior to the regular Board meeting.
- H. The Board and the Union have the right to demand a clinical examination, either physical or mental or both, at board expense, when in their estimation, the health of the teacher is such as to make him unfit for service in the school system. The teacher may select a second psychiatrist at his expense and a third psychiatrist shall be used if necessary at divided cost. The parties shall take all precautions necessary to comply with applicable federal and state law and to protect the privacy interests of the individual teacher.
- I. In the event that Performance Contracting is entered into by the Board, the program will be developed by teaching and administrative personnel.

- J. Any portion of the Master Agreement may be reopened for negotiation at any time by mutual consent of both sides.
- K. The parties to this contract mutually recognize and hereby establish in writing their practice of paying teaching employees on days when school is closed due to inclement weather, severe storms, fires, epidemics or health conditions. On days when school is called due to inclement weather, if at all possible, the buildings will be open for teachers to make use of the facilities. In no event shall the number of such days exceed two (2), and the parties agree that all days of school needed to meet the minimum standards of state law shall be made up when necessary to insure that the district receives all state financial aid.
- L. If necessary, the parties agree to negotiate unforeseen issues, which would require an agreement or letter of understanding during the tenure of this contract.
- M. A "Chain of Command, Emergency Reporting Procedure" will be developed that will inform employees when their supervisors will be absent, and of whom to contact during these absences. Reporting procedures will be spelled out so that teachers will know whom to contact, and what steps to take, in certain unusual situations and emergencies.
- N. The employer shall reimburse employees covered by this agreement for actual and necessary mileage incurred on behalf of the alternative education program at the rate commensurate with Board policy.
- O. The Board agrees to pay all actual and necessary expenses of any employee attending educational conferences if approved in advance by Administration.
- P. Computer program guided classes will be monitored by a certified teacher. Such staff will take attendance, monitor behaviors, and assist students with their studies.

APPENDIX A
2010-2013 SALARY

Step	BA	BA+20	MA	MA+20	EDS
1	\$ 33,000	\$ 33,660	\$ 35,006	\$ 35,706	\$ 37,134
2	\$ 34,650	\$ 35,343	\$ 36,757	\$ 37,492	\$ 38,992
3	\$ 36,383	\$ 37,111	\$ 38,595	\$ 39,367	\$ 40,942
4	\$ 38,202	\$ 38,966	\$ 40,525	\$ 41,336	\$ 42,989
5	\$ 40,112	\$ 40,914	\$ 42,551	\$ 43,402	\$ 45,138
6	\$ 42,118	\$ 42,960	\$ 44,678	\$ 45,572	\$ 47,395
7	\$ 42,618	\$ 43,460	\$45,178	\$46,072	\$47,895

LONGEVITY PAY

7-9	Years Service	\$500
10-14	Years Service	\$750
15-19	Years Service	\$1000
20-24	Years Service	\$1250
25+	Years Service	\$1500

Payment for longevity will be made in equal installments for the duration of this agreement.

WAGE AND HEALTH BENEFITS REOPENER

There will be a wage and health benefits reopener for the 2011-12 school year and the 2012-2013 school year for economic reasons and an allowance for both the Union and the District the ability to propose no more than five (5) contract language changes.

SCHEDULE B

The administration and the union agree to annually discuss the need for a Schedule B (extra compensation) for school-related activities. If both parties agree to include any or all of the activities in Schedule B in the master agreement, payment will be made as noted only if the budget allows. Schedule B will be reviewed on an annual basis by a joint committee of administration and teachers. This review will begin by July 1st annually.

Activity	# of Persons	Total Payout
Art Club Supervisor	1	\$525.00
Little Red Schoolhouse/Exhibitions	1	\$525.00
Sewing Club	1	\$525.00
Student Council	1	\$525.00
Total Schedule B Payout		\$2100.00

APPENDIX B HEALTH CARE

The Board will pay the full cost of the following for all employees scheduled "full time." "Full-time" shall be defined as employment for a minimum of thirty (30) hours per week.

For those employees choosing Health Insurance (Pak A):

MESSA Choices II
\$100/\$200 Deductible
\$10.00/\$20.00 Prescription co-pay
\$10 Office co-pay
Life Insurance \$10,000 and Accident Death and Dismemberment
\$10,000
Delta Dental (80/80/80): \$1,000/year max
VSP 3 Vision Insurance

For those employees not choosing Health Insurance (Pak B):

Life Insurance: \$10,000 and Accidental Death and Dismemberment:
\$10,000
Delta Dental (80/80/80): \$1,000/year max
VSP 3 Vision

OR

IN LIEU OF INSURANCE

If a teacher does not select MESSA Choices 2, he/she will receive Pak B. An in lieu payment of 50% of the full family rate for MESSA Choices 2 (medical only) will be paid to all member of the bargaining unit who elect not to take the insurance on an annual basis. Pak B will still be provided at no cost to all employees.

ATTENDANCE REWARD ACCOUNT

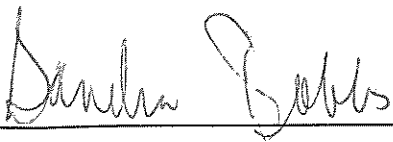
Recognizing the importance of good teacher attendance, student classroom achievement, and the costs associated with the employment of substitute teachers, an attendance reward account will be established. At the beginning of each school year, each MEA-Alternative teacher who works 30 hours or more per week will be credited with an attendance reward account of \$700. On the first day of absence, \$100 will be deducted from the teacher's attendance reward account. Thereafter, \$100.00 per absence will be deducted up to the maximum of \$700 for the school year. At the end of the fiscal year, the employee will be paid the balance in his/her attendance reward account.

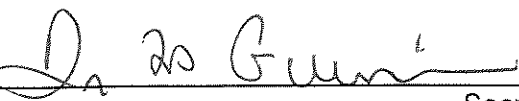
- Funeral leave not applicable
- Personal/Business days are applicable
- Sick days are applicable
- Association days are not applicable
- School conference or workshop attendance is not applicable

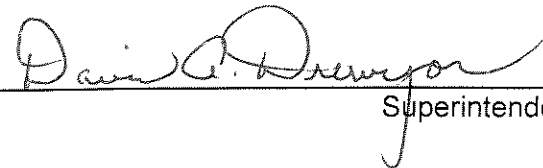
ARTICLE XXI
DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2010 and shall continue in effect for three (3) years until August 31, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

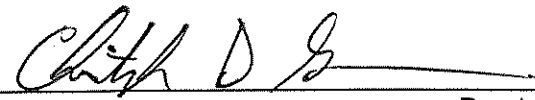
FOR THE BOARD
MASON CONSOLIDATED SCHOOL DISTRICT

By 
President

By 
Secretary

By 
Superintendent

FOR THE UNION
MONROE-MASON ALTERNATIVE EDUCATION ASSOCIATION

By 
President

By 
Bargaining Team Member

By 
Uniserv Director

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