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MASTER AGREEMENT
BETWEEN
WEST IRON COUNTY PUBLIC SCHOOLS
BOARD OF EDUCATION
AND
WEST IRON COUNTY EDUCATION ASSOCIATION

1996-97
1997-98
1998-99

West Iron County Public Schools

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ARTICLE I

RECOGNITION

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to negotiate with the Association as the representative of its certified teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the above designated Association has been recognized by the Board, pursuant to Act 336 of the Michigan Public Acts of 1947, as the negotiating representative for the unit heretofore described, and

- 1.1 The Board recognizes the WICEA as the sole and exclusive bargaining representative for all certified teaching personnel, full or part-time, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the Board. All certificated teachers would be personnel who are qualified and certificated for specific assignments. Such representation shall exclude the superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, substitutes and all other supervisory positions as defined in the Public Employment Relations Act.
- 1.2 The Board agrees to negotiate with no other teachers' organization other than the Association for the duration of this agreement.

ARTICLE II

DEFINITIONS

- 2.1 Whenever used herein, unless the contract clearly states a different usage, the following words or phrases shall have the following interpretations:
- 2.2 The word "Board" shall mean the duly elected, qualified and acting members of the Board of Education of the West Iron County School District.
- 2.3 The word "teacher" shall mean any or all certificated personnel hired by the Board pursuant to this Master Agreement and the subordinate statutory contract required by Section 340.569 of the General School Laws of the State of Michigan.
- 2.4 The word "superintendent" shall mean the duly qualified or acting superintendent of the school district as appointed by the Board.
- 2.5 "Principal" shall mean the person designated as the principal of any school building or buildings.
- 2.6 "Supervisor" shall mean any person who observes and evaluates the work performance of teachers, and shall include principals, superintendent, and any other staff member whose reports become a part of each teacher's individual record or are used for tenure purposes.
- 2.7 The "Association" shall be the West Iron County Education Association.
- 2.8 References to the masculine shall include the feminine and the feminine shall include the masculine.
- 2.9 The term "certificated" shall be as defined by the State Board of Education.
- 2.10 Number of days mentioned without adjectives are calendar days except leave days which are school days.

ARTICLE III

BOARD RIGHTS AND RESPONSIBILITIES

- 3.1 The employer, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves unto staff, 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 the United States unless otherwise limited by the specific terms of this Agreement the right:
- A. To the executive management and administrative control of the school system and its properties and the school activities of its employees.
 - B. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees; transfer employees; assign work, subcontract for non-bargaining unit work; determine the size of the work force and to lay off employees in conformance with this Agreement.
 - C. Determine the services, supplies and equipment necessary to continue its operations.
 - D. Adopt reasonable rules, regulations and educational policies in conformance with the terms and provisions of this Agreement.
 - E. To determine the qualifications of employees and conditions of employment within the limitations of State and Federal law.
 - F. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - G. Determine all financial policies of the school district not contrary to the terms and provisions of this Agreement.
 - H. Determine the size of the management and administrative organization, its functions and authority.

ARTICLE IV

TEACHER/ASSOCIATION RIGHTS AND RESPONSIBILITIES

Teacher Rights

- 4.1 Unless specifically provided for herein or limited by the terms of this contract, the Association and each individual teacher employed as aforesaid, reserves unto itself or himself/herself all of the rights, privileges and immunities granted to it or him/her under the laws of the State of Michigan.
- 4.2 Each teacher has a right to conduct his/her personal and family life within the rights guaranteed to him or her by constitution and law.
- 4.3 A teacher will have the right to review the contents of all records of the district pertaining to said teacher, originating after original employment and the right to have a representative of the Association accompany him/her in such review. No material originating after original employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, not necessarily agreement.
- 4.4 A teacher who sincerely believes material placed in her/his file is not correct or in error, may seek adjustment provided good cause is demonstrated. With good cause shown or demonstrated, the teacher may have the material corrected or if completely incorrect, removed from the file through the grievance procedure.
- 4.5 The Board, its officers, representatives and agents will not interfere with the rights of its teachers to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the Board or any of its agents against any teacher because of membership in the Association.
- 4.6 Employee discipline shall be handled in accordance with the Board's progressive corrective discipline policy adopted January 8, 1985. The Board further agrees that it will not change the policy without negotiation with the Association.

- 4.7 In the event a teacher is to be disciplined, no disciplinary action will be taken until such time as:
- A. The teacher has been notified of the possibility that disciplinary action may ensue.
 - B. If requested, the teacher has an association representative present at any such meeting.

Association Rights

- 4.8 The Board will, at reasonable hours, grant to the Association the right to use any part of the school building facilities for meetings and professional activities, but only at such times as such meetings or activities shall not interfere with the normal school activities and, provided further, that the Association will reimburse the Board for any additional expenses for personnel and utilities incurred by the Board in providing such facilities.
- 4.9 The Board agrees to furnish to the Association, upon reasonable written request, information concerning financial resources of the district, including annual financial reports, audits, employee directory, tentative budget requirements, minutes of Board meetings, Board agendas, salaries paid to Association members and other information that will assist the Association in developing accurate and informed plans for teachers, together with information that may be necessary for the Association to process any grievance which may arise. The Association will abide by time allotments stipulated by the Board for furnishing such information.
- 4.10 The Association shall be given opportunity to consult with and advise the Board concerning matters of:
- Revision of education policy
 - Curriculum
 - Construction of educational facilities
 - Student regulations
 - Educational equipment
 - Textbooks, etc.
- 4.11 The Association's Executive Board shall have the right to have matters of concern placed on the Board agenda by submitting them to the superintendent five (5) days prior to the Board meeting.

- 4.12 The Board shall, whenever possible, inform the Association's Executive Board of proposals relating to the above matters prior to adoption and/or general publication.
- 4.13 Proposed changes in the curriculum shall be discussed with all appropriate teachers before being proposed to the curriculum committee.
- 4.14 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, including arbitration, shall be released from regular duties without loss of salary.
- 4.15 Positions for extracurricular activities, including coaching positions, shall be offered to bargaining unit members first. Only when there are no qualified bargaining unit members applying for extra-curricular positions shall non-bargaining unit members be utilized for these positions.
- 4.16 On the fourth Thursday of each month at 4:00 p.m., the negotiator for the Board and the Association will meet to maintain continuity of discussion and to interpret contract provisions. Meetings may be dispensed with by mutual agreement. These meetings may also be used to discuss pending rules, orders or regulations of the Board, unless they are of an emergency nature.

Responsibilities

- 4.17 It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality of educational program practicable for every boy and girl in the school district. This includes:

Careful preparation for each day's class work.

Participation in and attendance at such meetings of the staff or personnel as may be designated by the Board.

Participation in or supervision of activities of the school such as:

Meetings with parents or other persons responsible for the activities of the pupil.

Open houses and similar functions.

Community activities such as concerts, plays, performances or other extracurricular activities designed to demonstrate to the public the scope of school activities and what participation parents or guardians may make as assisting in the education, welfare, health and safety of the pupils in the district.

- 4.18 Teachers will follow prescribed courses of study for specific subject areas that have been developed by principals and teachers. Teachers hired to instruct in a given curriculum area will concentrate their efforts in that area and not in other disciplines. In other words, teachers will concentrate their instructional skills, experience and knowledge of subject in those curriculum or program areas for which they were hired. However, the teaching of good citizenship and good health habits will be expected from all teachers at all times. Both parties agree that there are times when it is effective to plan and teach some units correlating two or more curricular subjects in a meaningful manner.
- 4.19 Teachers are expected to participate in those activities which are customary to the teacher's specific teaching assignment. Dances and other activities are to be chaperoned by those who volunteered to be in charge or are sponsors of said activities. Teachers who sign up for or are scheduled for recess may leave school immediately following student dismissal on the day of such duty assignment.
- 4.20 The Association recognizes the objective of obtaining the highest level of teacher performance consistent with the standards established by the Board. The Association agrees that its agents and members will not take, authorize or condone any action which interferes with the attainment of this objective.

ARTICLE V

TEACHING CONDITIONS

5.1 The parties recognize that the employees in this contract are professional people, educated and dedicated to the purpose of supplying supervision and possessing mental qualifications necessary for the education of the pupils attending the school and that such employment cannot be encompassed within any regimented schedule of hours or work day. The Board will schedule the professional activities for its teachers and the work which they are expected to do, within the normal school day. An exception shall be participation in parent-teacher conferences.

5.2 Without the same constituting a limitation upon the Board's sole right to schedule, the Board will, for the duration of this Agreement, attempt to establish working hours within this format:

A. All teachers will report to work by 7:45 a.m. and will remain on duty until 2:45 p.m. In the event it becomes necessary to offer classes at a time other than that specified above to ensure students enrolled in vocational programs meet the District's graduation requirements, the following guidelines shall apply:

1. The District may offer up to a maximum of one (1) English and one (1) Social Studies class prior to 7:45 a.m.
2. Any teacher teaching said classes shall report to work at 6:45 a.m. and will remain on duty until 1:45 p.m.
3. Prior to assigning any teacher an early class, volunteers will be sought.
4. If no volunteer comes forward, the District will assign teachers the class on the basis of inverse seniority (i.e., the least senior teacher who is certified/qualified shall be assigned).

B. Elementary teachers shall be guaranteed a minimum of thirty-five (35) minutes of preparation time each day, which shall include time when students are at recess and not supervised by the given teacher.

In addition to the time specified above, elementary unassigned preparation time shall also include a minimum of 150 minutes per week.

The administration shall strive to equalize preparation time on a daily basis by scheduling each preparation period on a different day of the week. The administration shall also strive to equalize preparation time between morning and afternoon sessions.

Should the number of instructional hours be increased to allow the school district to qualify for full state aid, every reasonable effort will be made to proportionally increase elementary preparation time.

In addition to the time specified above, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists, including art, music, physical education, library, foreign language, etc.

- C. Teachers employed and engaged in instruction on the secondary level will be scheduled so that they will have a normal weekly teaching load not to exceed twenty-five (25) hours per week of direct pupil contact involving class instruction or personal remedial help and assistance. The remaining hours of established school work will be used by such teachers, principally for preparation of coming work and assignments or such other normal functions in their particular subject or school activities as may be assigned to them by supervisors.
 - D. The Board agrees to establish uniform policies in West Iron County elementary schools with regard to pupil supervision during recess. Policies need not be the same in elementary and high schools.
- 5.3 All teachers shall be provided a duty-free lunch period equal in length to the students' lunch period, but in no event less than thirty-five (35) minutes.
 - 5.4 The school year calendar shall be attached to this agreement as Schedule E. The counting and make-up of snow days shall be governed in accordance with State laws and State Board of Education requirements.
 - 5.5 It is recognized and understood by the Board of Education and the West Iron County Education Association that the Master Agreement allows for preparation time for secondary teachers. It is also recognized by both parties that conditions may necessitate that the Board of Education request that a teacher teach a class at a time designated as planning time. Employment of staff will only occur under the following conditions:

- A. The affected teachers volunteer to do so, without duress;
- B. Teachers will receive their regular salary plus 20%;
- C. No more than two staff members may be employed for this purpose for any given year;
- D. Any staff asked to teach during their planning period must be asked during the spring of the preceding year, except in case of emergency;
- E. The request is to be made in writing and signed by the teacher, and;
- F. Selection of teachers will be made on the basis of seniority and their qualifications and certification in the subject of need, as per Article X, paragraph 10.1C, of the Master Agreement.

5.6 Teachers shall not be expected or required to perform sanitation or mechanical services, but shall report needs to building principals, who will arrange for necessary services to be performed as soon as possible.

5.7 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 major responsibility of the teacher is to teach the child and that the organization of the school and the school day should be so directed as to promote maximum achievement of this goal within the realities of practicality.

- 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. The Board shall adhere as closely as possible to the standards of secondary class size recommended by our accrediting agency, the North Central Association. Elementary class size shall tend toward an optimum twenty-five (25), with thirty (30) maximum whenever possible. Whenever it appears that the maximum will be exceeded, the administration will consult with the teacher involved.

- B. The parties recognize that appropriate equipment and materials are essential tools of the teaching profession. Any teacher or group of teachers having similar assignments, interests or needs (such as a group of teachers who are teaching the same grade or who are members of the same department) will confer with each other and with the appropriate administrative personnel for the purpose of selection and effective use of educational equipment and methods. Such joint decisions made by the teaching and administrative personnel, upon the recommendation of the superintendent, will be implemented by the Board within the limitations imposed by the budget.
- C. The Board agrees in principle that the employment of aides for non-professional duties is desirable and will strive to relieve teachers of cafeteria, patrol, bus, noon hour, and other non-teaching duties when finances and practicality permit. The duty assignment of aides, when available, shall come under the immediate control of building principals.
- 5.8 When a teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her 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. No teacher shall be required to administer medication to a student.
- 5.9 Should inclusive education be considered by the District, all teaching conditions shall be bargained prior to implementation.
- 5.10 Out-of-school inservice programs, summer meetings or meetings scheduled beyond the normal work day or on non-school days shall be voluntary. IEPC meetings outside of the contracted school day or on non-school days or any mandated inservice programs or meetings conducted outside the contracted school day or on non-school days shall be paid the full established rate for substitute teachers. The administration must be notified in advance of any meeting that would result in extra pay in accordance with this provision. However, in a bona fide emergency, a meeting may be scheduled outside the normal school day without additional compensation in accordance with the terms and conditions found in this Master Agreement.

Nothing shall prevent a teacher and administrator from mutually agreeing to attend meetings outside the school day without additional compensation.

5.11 The length of each school day and the length of the school year shall be increased to allow the district to remain in compliance with state mandated requirements when necessary (only the minimum amount of time shall be added when necessary). The Board may modify or extend the school day and/or the school year as needed to comply with State mandates and/or to maximize its receipt of State aid after consultation with the Association subject to the State aid after consultation with the Association subject to the terms and conditions found in this Master Agreement.

ARTICLE VI

PROTECTION OF TEACHERS

- 6.1 The Board and the school administrative officers agree that they will give reasonable support and assistance to the teacher in the maintenance of discipline as outlined in Board policy in the classroom, elsewhere in the school buildings, on the school grounds, on school sponsored trips, and otherwise as the teacher is performing his/her assigned and related or unrelated duties. The Board further recognizes that the teacher may not fairly be expected to assume the responsibility for emotionally disturbed students, nor to be charged with responsibility for psychotherapy. It shall be the duty of the teacher(s) concerned to advise the building principal and the superintendent concerning a pupil who seemingly may be having difficulty making educational, social or psychological adjustment(s) to his individual learning situation. Whenever it appears that such a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil, either temporarily or permanently as the individual situation may require.
- 6.2 Any case of assault upon a teacher on school property, or by a student anywhere, or by a parent anywhere when related to a school situation, shall be reported promptly by the teacher to the building principal and superintendent. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. A teacher may use such force as is necessary to protect himself/herself or a student from injury in case of such assault. The Board shall also render assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- 6.3 If any teacher is complained against or sued by reason of proper disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- 6.4 Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher's accumulated leave time.
- 6.5 If loss, damage or destruction of clothing or personal property of a teacher shall result from any of the incidents or conditions described in this article, the Board will assist the teacher in obtaining financial compensation from the parents of the pupil or pupils involved. If this should prove impossible, the Board will reimburse teachers a fair amount for any loss suffered while the teacher was

involved in any of the incidents described in 6.2 above. In case of dispute regarding the value of the property involved, the matter will be referred to the negotiators for settlement. If a teacher is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board within the extent of liability imposed by the Michigan Workers' Compensation Act, and income will be maintained as detailed in Article XI (Sick Leave).

6.6 No complaint arising from a teacher's performance of duties as an employee of the West Iron County Public Schools by any parent or pupil shall become a part of the teacher's personnel file without adherence to the following procedures:

- A. The complaint shall be submitted in writing and signed by the complainant to the administration and a copy shall be submitted to the involved teacher along with copies of any evidence submitted with the complaint. In the event the complaint arises in a public meeting it shall be referred to the administration and must be submitted in writing in order for said complaint to be acted upon.
- B. The administration shall conduct an investigation into the merits of the complaint, which shall include an investigative conference with the involved teacher at which the parties (i.e. teacher and complainant) may be brought together.
- C. The teacher shall have the right to issue a written response to the administration.
- D. If the administration determines that the complaint is not valid, it shall not be placed in the teacher's personnel file, unless the complaint is subsequently found to be valid by the board pursuant to appeal of the administration's determination.
- E. If the administration determines that the complaint is valid and is to be included in the teacher's personnel file, a meeting involving the superintendent, involved teacher, association representative, and the teacher's immediate supervisor, shall be convened for the purpose of communicating the administrative disposition of the complaint.

6.7 A teacher shall have the option of requiring twenty-four (24) hours notice prior to discussing a complaint against him/her. It shall be the teacher's prerogative to be accompanied and advised by his/her legal counsel or an Association representative at any such discussion.

- 6.8 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 except in the case of gross negligence or gross neglect of duty as defined in the Michigan School Code, and after due process of the law.
- 6.9 The school district has heretofore and will continue to carry a public liability policy in the minimum amount of one hundred thousand dollars (\$100,000) to protect it and its teaching personnel and employees from liability for any school or school activity connected accident or responsibility.
- 6.10 The Board recognizes its responsibility to continue to give administrative backing and support to its teachers in the matter of control and discipline in the classroom. The employees recognize, however, that the primary responsibility for such control and discipline remains in the teachers and that their actions and methods shall be reasonable and just and in accordance with established Board policy. The teacher is expected to maintain reasonable control and discipline, but if an incident of a nature serious enough, in the opinion of the teacher, to require further study or decision, the teacher shall immediately report the same to his/her principal. The principal shall advise the teacher of his/her disposition of such incident and the discipline inflicted, if any.
- 6.11 A teacher shall be entitled to have present a representative of the Association for any disciplinary action. No longer than five (5) school days may elapse before disciplinary action is taken after a teacher has received notice of disciplinary action and has requested an association representative.
- 6.12 Whenever a result of a reprimand or disciplinary action for any infraction of discipline or delinquency in professional performance is reduced to writing by the administrator, the findings and decision of the administrator shall be filed, in writing, in the teacher's personnel file, and a copy thereof given to the teacher. The teacher shall have the opportunity to prepare a written answer to the charges which shall be attached to and filed with the reprimand. The teacher shall meet with the administrator to develop a planned program to correct the deficiencies cited by the administrator.
- 6.13 No teacher shall be issued a reprimand, suspension, discharge, or reduced in compensation without just cause.
- 6.14 All reprimands, criticisms and evaluation conferences shall be conducted in private to the extent permissible under law.

ARTICLE VII

STUDENT TEACHERS

- 7.1 When a student teacher is accepted in this system, conditions and terms under which supervisors will work shall be as follows:
- A. No teacher will be summarily assigned a student teacher.
 - B. No teacher shall be pressured into accepting a student teacher.
 - C. No teacher shall have a student teacher twice in one school year.
 - D. Monies made available to the district by the placing university shall be administered by a joint committee composed of the University Coordinator, the supervising local teachers, and a representative of the administration, in a manner determined by a majority of the committee.
 - E. The Association agrees to accept student teachers as honorary members during their student teaching period and include them in appropriate meetings and activities of the Association.

ARTICLE VIII

TEACHER EVALUATION

- 8.1 Evaluation Procedures: The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals:
- A. Probationary teachers shall be observed for the purposes of evaluation at least three times during the school year. These observations shall occur at least one month following a teacher's commencement of service, four months after a teacher's commencement of service and ninety days prior to the end of the probationary year. Tenure teachers shall be observed for the purposes of evaluation at least once every two years. If the supervisor indicates that the teacher needs to make improvements in certain areas of his/her teaching, the teacher shall be allowed fifteen (15) days to make such improvements before he/she is observed again. Supervising personnel charged with making observations and written evaluations of tenure teachers before the middle of May, but preferable no later than the end of the first week in May.
 - B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator, working the same building or otherwise familiar with the teacher's subject area, who shall be designated by the Board or superintendent. Notification shall be given to the bargaining unit member one week prior to any formal evaluation that such evaluation will take place sometime during the following week.
 - C. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes in the elementary school and a full class period in the high school. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices, without the teacher's knowledge, shall be strictly prohibited.
 - D. Each observation of thirty minutes or more in the elementary class-rooms and one full period or more in the middle School and high school classrooms that will be used for a written evaluation to become part of a teacher's file shall be reduced to writing and a copy given to the teacher within five (5) days of the evaluation.

In the event that a teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her evaluation file and may request to have a second evaluation by another individual.

This does not in any way limit the number of observations a supervisor or principal can make in a class room.

- E. Each evaluation of a teacher shall be followed by a personal conference between the teacher and his/her evaluator for the purposes of clarifying the written evaluation report. This conference will take place within five (5) days of the evaluation.
- F. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. In subsequent evaluation reports, in the same subject area observed, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- G. Each teacher, upon his/her employment or at the beginning of the school year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated by being given a written copy of the evaluation instrument. The evaluation instrument shall provide a section to rate the overall performance of the teacher as "acceptable" or "unacceptable".
- H. No later than March 15 of each probationary year, a written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association and provide for a hearing before the superintendent and/or the Board of Education where requested.

- I. When the administration and teacher mutually agree that a specific assignment is unusual or more difficult than an ordinary assignment, the principal in charge as the supervisor will consider the unusual circumstances when evaluating the teacher. Unusual circumstances would include extraordinary size of a class, uncommon composition of a specific class, with large numbers of learning disabled, or receiving an assignment unrelated to a teacher's training.
- J. The evaluator(s) will evaluate coaches within three to four weeks of the last event of a specific athletic program. Evaluations should be followed by a personal conference between the coach and his/her evaluator(s) to clarify specifics of the written evaluation.
- K. When, in the opinion of the administration, a teacher on tenure has ceased to perform his/her duties in a satisfactory manner, the following steps will be taken:
 - 1. The teacher shall be notified in writing that his/her work is unsatisfactory. The areas causing dissatisfaction shall be listed with suggested steps to be taken by the teacher to improve.
 - 2. The teacher shall be given at least four (4) school months to show improvement.
 - 3. At the end of two (2) months following the initial notification, the teacher shall receive in writing from the administration a report as to the progress that has been made in correcting the deficiencies.
 - 4. At the end of four (4) months following the initial notification, the teacher shall again receive in writing a report from the administration as to progress that has been made in correcting the deficiencies.
 - 5. If no attempt has been made by the teacher to correct existing weaknesses during the preceding four (4) school months, the superintendent may, at his/her discretion, file formal charges with the Board. Providing that in no case shall such charges be filed less than sixty (60) days before the close of the school year.
 - 6. If formal charges are filed, procedures shall follow the tenure law.

- L. Any material of a derogatory nature including, but not limited to, letters of reprimand, complaints, etc. shall be removed from the teacher's file after three (3) years providing there has been no further incidents of a similar nature.
- M. No bargaining unit member shall be evaluated solely on the basis of student test scores.
- N. If an administrator fails to evaluate a teacher as deemed by the tenure law and this agreement, that teacher's performance shall be considered satisfactory.

ARTICLE IX

TEACHING ASSIGNMENTS, VACANCIES AND TRANSFERS

- 9.1 Whenever a vacancy for any reason occurs in a teaching position during a school year necessitating it be filled as soon as practicable, that vacancy shall be filled by the Board of Education for the remainder of the school year by appointment, transfer or a substitute teacher. If the position is temporarily filled by a substitute, the position will then be posted in the prescribed manner.
- 9.2 A substitute teacher who assumes full responsibility for a regular teacher who is absent more than 15 consecutive days will be paid the daily rate which shall be 95% of the amount provided the principal informs the superintendent the substitute teacher's work is adequate and effective. Principals will evaluate the substitute in the classroom during this period.
- 9.3 At least ten (10) days before the end of the school year, a vacancy under 9.1 above will become a permanent vacancy and notice of such vacancy and all other vacancies in permanent teaching positions for the ensuing year will be posted on office bulletin boards in all schools in the district. The vacancies posted will not be filled for at least ten (10) days subsequent to the posting.
- 9.4 Any teacher under contract with the District, having the proper certificate and experience may apply for such position.
- 9.5 The superintendent will consider in good faith all applicants, both from within and from outside the school district and will make his/her recommendation to the Board on the basis of such evaluation. When possible, special consideration will be given to those teachers currently employed in the system, when and if their qualifications and certification are comparable and equal.
- 9.6 In an emergency the Board may temporarily transfer any teacher to the position it deems proper and necessary for the proper functioning of the school system.
- 9.7 A teacher will not be permanently transferred from his/her regularly assigned class or position until he/she has been notified in writing at least two weeks before the transfer and had an opportunity thereafter for a conference with the district superintendent.

- 9.8 All teachers shall be assigned by the superintendent to that level of instruction for which they are qualified and within the areas of teacher competence, teaching certificate of their major or minor fields of study, provided, however, that the superintendent may make such other assignments on a temporary basis for cause which in his/her discretion he/she deems reasonable under the circumstances.
- 9.9 All teachers currently assigned will be notified of their subject, grade and building assignment for the following year prior to being presented with an individual contract or June 1, whichever shall be first, and if subsequent changes become necessary, the teacher concerned shall be notified immediately, and if so desired by the teacher, released from his/her individual contract, providing release is requested within ten (10) days of notification.
- 9.10 Vacancies occurring during summer vacations will be posted as in 9.3 above, and also mailed to the home address of interested Association members. It shall be the responsibility of Association members to notify the superintendent if they are interested in receiving notice of vacancies and provide an address at which they wish to receive mailings.
- 9.11 No teacher shall be required to teach in the Community Schools Program.
- 9.12 The Board shall post any position covered under Schedules C & D which are filled by non-teaching personnel. However, the Board is not required to hire a teacher for these positions stated above. All other vacancies will be filled by the proper posting procedures in compliance with the express terms and conditions of this Agreement.

ARTICLE X

REDUCTION IN PERSONNEL, SENIORITY AND RECALL

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

- 10.1 In the event of a general cutback or reduction of teachers through layoff from employment, the following procedure will be utilized:
- A. Specially certificated teachers in the specific positions being reduced or eliminated will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all of the duties of the laid-off teachers.
 - B. If reduction is still necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully qualified, fully certificated teachers to replace and perform all of the duties of the laid-off teachers.
 - C. If further reduction is still necessary, the Board shall first retain those teachers possessing current teaching certificates with the longest period of continuous service in the school district (including the former Bates, Iron River and Stambaugh School Districts) who are qualified to teach in those areas or disciplines to be preserved. For grades 7 through 12, to be qualified means to have majors or sufficient credits as required by the North Central Association or to have taught in those areas to be preserved. In the event that certification and length of service are equal for two or more teachers, then other factors such as ability, attitude, past performance, evaluations and interest will be considered before a reduction is made. By October 31 of each school year a seniority list of all certified personnel will be posted in each building.

- 10.2 If, after a reduction of teachers as outlined above, there are teaching positions that become vacant; laid off teachers who are certified and qualified will be recalled in the reverse order of layoff. The Board shall assist any released teacher in an effort to secure other employment and shall tender re-employment to any teacher released when a vacancy arises within his or her area of competence and certification. Mailing of notice of tender of re-employment to the last address on file with the School District shall constitute tender within the intent of this contract. Following mailing of such tender of re-employment, Restricted Delivery, Return Receipt Requested, if the former teacher fails to accept such tender within the fifteen (15) day time limit provided for in posting of positions under the terms of this contract after receipt or after return if undeliverable, the former teacher shall be deemed to have rejected such tender of re-employment. It is the terminated teacher's responsibility to keep the Board advised of his or her current mailing address. Laid off teachers shall be kept on the rehire list for a period of five (5) years following layoff.
- 10.3 In the event of layoff, the Board will furnish, upon request of the discharged teacher, a full report of the latter's competence to the end that separated personnel may be assisted in obtaining another teaching position.
- 10.4 Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Board. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association.
- 10.5 In conjunction with Article XVIII which provides that the individual contract executed between each teacher and the Board is subject to the terms and conditions of this Agreement, it is intended that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article.
- 10.6 No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel for any school year unless said teacher shall have been notified of said discharge or layoff at least sixty (60) calendar days prior to such layoff.
- 10.7 All seniority is lost when employment is severed by resignation, retirement or 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 and sick leave accumulated as of the effective date of layoff.

- 10.8 Layoff shall be defined as necessary reduction in the work force due to decrease in student enrollment, lack of financial resources or discontinuance of special State or Federal programs.
- 10.9 A teacher who receives a termination of employment notice at the end of the school year shall continue to receive all fringe benefits, as specified in the current contract through the summer months.
- 10.10 When obtaining substitutes, principals will make an effort to provide those teachers who are both on layoff and on the substitute list with as many days as possible. Principals will always attempt to secure substitutes best qualified for the specific assignment.
- 10.11 Administrators will not possess retreat rights into the teaching ranks.

ARTICLE XI

LEAVES OF ABSENCE

- 11.1 All teachers employed by the Board who are covered by this contract will continue, effective with the commencement of this contract, to accumulate sick leave at the rate of one (1) day per month after each four-week school month worked during each year in the West Iron County Public Schools, plus two (2) additional days upon the completion of the fall semester of the school year and plus three (3) additional days upon the completion of the spring semester of the school year, for a total of fourteen (14) days per school year. Said teacher may continue to accumulate such days of sick leave from year to year hereafter until the teacher has a total maximum accumulation of three hundred (300) days of sick leave.
- 11.2 Any teacher may use any part or all of his/her accumulated sick leave as follows:
- A. Any teacher who is absent from work because of illness will be allowed to use such portion of such sick leave as may be necessary for such personal illness including dental appointments which shall be charged against sick leave to the nearest hour.
 - B. If possible, the teacher must request sick leave from the superintendent, but if the teacher is unable to report at the commencement of any normal working day, he/she shall at the earliest opportunity advise his/her principal of his/her absence, or, if unable to reach the principal, the superintendent or his/her other properly designated representative.
 - C. The Board, at its discretion may require from any teacher proof of illness signed by a properly accredited physician. If the teacher is absent for illness in excess of ten (10) consecutive working days, the Board may at its own expense require an examination of the teacher by an independent physician.

- D. Each full-time teacher shall be granted three (3) personal leave days. Each part-time teacher shall be granted one and one-half (1 1/2) personal leave days. These personal leave days shall not be accumulative and shall not be deducted from said teacher's accumulated sick leave. The personal leave days may be used for any purpose by said teacher to conduct business that cannot be taken care of after school or on weekends. Said teacher planning the use of a personal leave day shall notify his/her principal at least three (3) days in advance. In case of an emergency, a one-day notice for a one-day personal leave shall be permitted, provided a substitute is available. Personal leave days not used during the school year will transfer to sick days at the end of the school year.
- E. Regular permanent full-time teachers will be allowed to use up to a maximum of five (5) days to attend a funeral of a member of such teacher's immediate family, which days so used will be deducted from sick leave. For the purpose of this paragraph, immediate family is defined to be limited to the teacher's spouse, brother, sister, children, father and mother (father and mother herein used shall mean the parents of the teacher or the spouse of the teacher, whether such parent is the natural parent or step-parent), grandmother, grandfather, or dependent of the immediate household. Additional leave time may be granted at the discretion of the Board and/or the Superintendent, upon request.
- F. A maximum of five (5) days per school year, non-accumulative, charged to such sick leave will be allowed each teacher to attend to a serious illness in the immediate family or to arrange for necessary medical or nursing care. The Board MAY require written substantiation from the doctor (M.D. or O.D.) that such illness was of a serious nature. An additional ten (10) days may be granted by the Board if it deems the seriousness of the illness warrants the absence of the teacher, and said condition is certified by a physician, if desired by the Board. For purposes of this paragraph, "immediate family" will mean members of the teacher's household, unmarried children not members of the household and other relatives as defined in paragraph 11E for whom the teacher may be the only available aide.

- G. Each teacher will be allowed three (3) non-accumulative days per school year to be charged to his/her accumulated sick leave. These shall be defined as:

Funerals of relatives other than defined above and close personal friends

Arrangements must be made with the superintendent prior to any such proposed absence, including a specific agreement on the time that such teacher will not be in attendance at his/her usual occupation. Additional leave time may be granted at the discretion of the Board and/or the Superintendent, upon request.

- H. With the consent of the superintendent, a leave which shall be charged against accumulated sick leave, may be allowed a teacher to appear in court as a principal character or as a witness in any case connected with a teacher's employment; provided, however, that such allowance shall not be granted if the teacher has been suspended by the Board.
- 11.3 The Board, in its sole discretion, from time to time may determine what conferences, study programs or educational events may be desirable and useful for the teachers to attend, in which event the Board will grant to each teacher desiring to attend such function a leave with pay and agreed expense allowance for the period of time necessary to attend the same.
- 11.4 Upon application of a teacher qualified to make useful progress in further educational study, the Board in its sole discretion may grant a sabbatical leave without pay to any teacher, provided that such sabbatical leave shall be in conformity with the laws of the State of Michigan.
- 11.5 The Board may place on unrequested leave of absence with pay any tenure teacher deemed to have a physical or mental disability, pending determination by qualified medical and/or psychiatric examination, which examination shall be commenced within five (5) days of the beginning of the leave.

When a teacher has been examined and has been found to be physically or mentally unable to continue in an assignment, he or she may be placed by the Board on unrequested sick leave until either or both of Workers' Compensation or accumulated sick leave have been exhausted, including sick bank days for which the teacher is eligible. When sick leave has been exhausted, the teacher shall be granted a leave of absence without pay for the remainder of the school year (to mean school year through August 31), which leave may be renewed for another year upon written request by the teacher. The Board agrees to provide the health insurance benefits provided by this Master Agreement for the rest of the year in which sick leave is exhausted.

- 11.6 A teacher having attained full tenure under the laws of the State of Michigan will be granted a leave of absence without pay for such time as may be necessary for such teacher's recovery in excess of the amount of sick leave which such teacher has earned up to that time, including sick bank days for which the teacher is eligible; provided, however, that such leaves of absence shall not exceed the limitations of the statutes of the State of Michigan and shall be in conformity therewith.
- 11.7 Leave Without Pay: During the school year a teacher may use up to three (3) days of leave, without compensation, for personal reasons. Statement of need for personal leave shall be made in writing to the building principal in time to permit arranging for a substitute. In an emergency, shorter verbal notice may be given. Any unusual cases involving more than three days will be negotiated by the persons concerned and the superintendent.
- 11.8 The Association is able to assign to its officers and members, leave days with pay and without cost for substitutes, up to fifteen (15) days per year. Such days will be requested by the Association at least one week in advance of the leaves. Such leaves are to be used for Association business, attendance at state association meetings and workshops and to serve as appointed and elected state association officials and State Association committee members.
- 11.9 At the end of the school year each teacher shall be furnished with a statement of his/her accumulated leave.
- 11.10 Teachers new to this system shall have the use of three (3) days sick leave beginning with the first day of employment. These three days may be used at any time up until December 1. (For example, they may all be used in September, if needed) For any days beyond three from the beginning of school in September to December 1, the teacher will lose pay.

Any teacher who suffers a loss of pay at any time during the school year as a result of having less accumulated sick leave than the length of illness shall be reimbursed at the end of the school year for such loss up to the number of days he/she has accumulated by the end of the year. (For example, if a teacher has accumulated sick days in December, and misses five days of school due to illness, he/she will be docked for two days. If by the end of the school year the teacher has accumulated two or more sick days, he/she will be reimbursed for the two days of lost pay in December.) This right of reimbursement terminates with the end of the school year.

- 11.11 During any school year a teacher may use not to exceed two (2) days of his/her accumulated sick leave for governmental business. Such governmental business leave shall not be cumulative from year to year. Governmental business is hereby defined as any activity of government, local, state or national, in which the teacher is obligated to partake as a result of the position or office to which he/she was appointed or elected. Campaigning for office or for re-election to any public office, or campaigning or electioneering for some other candidate for office is specifically exempted from this paragraph.

A teacher required to serve on jury duty during school hours or who is subpoenaed to testify in any judicial or administrative matter or who shall be asked to testify in any arbitration or fact finding for this district will be required to turn in to the Board any compensation received. The teacher will be paid his or her regular wages while serving on a jury panel or other above named matters, without the loss of any sick leave.

These activities require the attendance of a teacher during the school day and are of such a nature that they cannot be attended to at times when the teacher is not engaged in normal school activities or when school is not in session.

So as not to supplement a teacher's contract wage, any governmental business leave granted is done so without pay, unless the said governmental unit grants a wage less than the loss incurred by the teacher by way of his/her contract. In such cases the school district shall pay the loss differential, in whole or part. Proof of wage offered for the governmental activity must be exhibited prior to settlement.

An application for such a leave, specifying the reasons, must be submitted in writing at least one (1) week in advance to the superintendent; provided, however, that in the event of an emergency the superintendent in his/her discretion may accept a shorter notice.

11.12 Maternity/Paternity leave shall be granted at any time for a period not to exceed one year without loss of tenure rights. A teacher on maternity/paternity leave will be allowed to resume employment at the start of a semester or earlier at the discretion of the Board.

11.13 The Board of Education at its discretion may grant a one-year leave of absence for a teacher whose child may require special care due to long-term illness, or terminal illness requiring long-term care out of state. Reinstatement would be to the former position held by the teacher or one very similar for which the teacher is qualified. Seniority credit within the system would not be earned for the year on leave.

11.14 Teachers elected or appointed to state education or athletic committees will not have time spent at the meetings charged to sick leave.

Membership on education or athletic committees does not assure that teachers attendance at the state or regional sessions is automatic. Requests to attend will be processed like all other conference requests.

If funds and substitute teachers are available to carry on a continuity for pupil instruction, the requests will be given reasonable consideration.

11.15 Any teacher who is under contract, physically works a fractional portion of the school year, and is subsequently granted a leave of absence, with or without pay, requested or unrequested, shall have his/her fringe benefits continue through said leave of absence, including the summer months (June, July, August). Said teacher shall also be given credit for a total of one (1) year teaching experience for the purpose of the salary schedule, longevity and seniority rights.

Part-time teachers will have their fringe benefits continue the same as above and will be granted a fractional part of a year of teaching experience for the same purposes as above on a pro-rata basis.

11.16 Sick Leave Bank

A. The purpose of sick leave bank benefits is to provide compensable leave coverage to teachers who are absent due to extended disability because of personal illness or injury.

B. Teachers shall become eligible to receive sick leave bank benefits when they have been absent ten (10) consecutive school days and they have exhausted all of their personal sick leave days.

- C. An eligible teacher shall receive his/her contractual rate of pay while disabled for a period not to exceed two hundred forty (240) days, with committee review every twenty (20) days.
- D. Applications for sick leave bank benefits shall be made in writing to the Sick Leave Bank Committee through the superintendent and shall include medical verification of disability. The superintendent shall convene the committee as soon as possible. When a determination is made, the applicant will be informed in writing with copies to the superintendent, business manager, and committee members. The administration office shall do all paperwork and record keeping.
- E. No applicant will be denied less days than she/he has contributed. A record of each teacher's contribution shall be maintained by the administration office.
- F. All sick leave days loaned to an eligible teacher shall be returned to the bank by the teacher. The teacher shall pay back to the sick leave bank three (3) days per year from each year worked until all days borrowed are repaid to the bank. Payment shall begin at the end of the year in which the teacher returns to work. A teacher who has less than three (3) days accumulated sick leave at the end of the school year will pay to the sick bank those days available. All payments of loaned sick leave bank days will be waived if the teacher resigns or retires prior to payment in full.
- G. To establish and continue the sick leave bank, the following procedures shall be followed:
 - 1. The bank shall be capped at a maximum of three hundred (300) days. In the event the bank is depleted to one hundred fifty (150) days, each bargaining unit member shall contribute two (2) additional days to the bank. Teachers may contribute additional days to the bank for the duration of this agreement.
- H. This bank will be administered by two (2) representatives of the Board and three (3) teachers designated by the Association.

ARTICLE XII

PROFESSIONAL GRIEVANCE PROCEDURE

12.1 A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. There shall be no suspension of work on account of such claim, but an earnest effort shall be made to settle it promptly under the provisions of this article. A reasonable effort shall first be made to settle such claim between the employee and the principal of the school in which such employee is then working. If, as a result of such discussion, a satisfactory adjustment is not immediately made within one normal school day after the discussion, then the employee and/or the Association shall reduce such complaint to writing, within ten (10) school days, on a form provided by the Board (This form shall indicate the specific section of the Master Agreement contested and the requested remedy), which complaint shall then be processed as follows:

Step 1: The matter shall be discussed by the employee and/or a representative of the Association and the principal of the school in which the employee is so employed. The principal may have present another administrator of his/her choosing if the principal feels this is necessary or desirable. The principal shall, in writing, make a decision on such complaint within five (5) school days from the date on which it was first submitted and discussed with him/her. If the employee does not agree with such disposition, he/she may appeal it to the superintendent of the district through the grievance committee of the Association.

Step 2: The complaint shall then be discussed at a mutually satisfactory time by the superintendent of the district and/or his/her duly designated representative and the employee and/or a representative of the Association. Such discussion shall be held not more than ten (10) school days after the disposition made by the principal of the school in Step 1. Such discussion may be adjourned from time to time according to the mutual agreement of the parties and each of the parties may confer with or obtain the assistance of such other persons as they may deem necessary or proper for the proper presentation of the complaint and the discussion thereof. The discussion of the complaint, however, shall be limited to the superintendent of the district or his/her representative and the employee involved and/or the representative of the Association. The superintendent shall make a decision on such complaint in writing, not later than fifteen (15) school days from the last day upon which any such discussion was had concerning such complaint. If such decision is not satisfactory to the employee, mediation of the decision may be considered with the mediator (s) to be mutually acceptable to the Association and to the Board. An extension of the fifteen (15) school days may be granted by mutual agreement.

Step 3: If the grievance has not been settled in Step 2 and if it is to be appealed to Step 3, the grievant and/or Association representative or representatives shall notify the superintendent in writing within ten (10) school days after receipt of the superintendent's Step 2 answer if they desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the Board or its designated representative or representatives, the superintendent, the grievant and the Association representative or representatives within ten (10) school days after receipt by the superintendent of the notice of desire to appeal. A written answer shall be given by the Board's representative to the aggrieved teacher and the Association representative within ten (10) school days after the date of the Step 3 meeting.

If the decisions in Steps 1, 2, and 3, by administrators, are not made within specified times, it is agreed that the relief sought shall be granted.

Step 4: If the Association does not agree with the dispositions of the superintendent, it may appeal said disposition to arbitration, in which case the Association shall appoint a single representative and the Board shall appoint a single representative, who together shall promptly select an arbitrator to dispose of the complaint. Failing to agree upon such impartial person, the arbitrator shall be selected from a list of impartial arbitrators to be furnished by the American Arbitration Association. The representative of the Board and the representative of the Association shall each in turn strike two names from such list and the named person remaining shall be the arbitrator. The decision of the arbitrator shall be final and binding upon the school district, the Association and the employee involved. The expense and salary incident to the services of the arbitrator shall be shared equally by the district and the Association, and each of the parties shall, separately, bear its own expenses incurred in such arbitration.

- 12.2 Complaints as so reduced to writing shall be dated and signed by the employee concerned and three copies shall be presented to the principal in the initial written step of this procedure.
- 12.3 If the Association does not appeal the decision of the principal in Step 1 within five (5) school days from the date of such decision, and within ten (10) school days from the date of the disposition of the superintendent in Step 2, the dispositions as then made shall be conclusive and binding upon the employee and the Association.

- 12.4 A decision of the arbitrator concerning any complaint which may be submitted to it shall in no case be made retroactive to a date prior to the date on which such complaint shall first have been presented in writing under Step 1, except that an award concerning rates of pay or compensation shall be made retroactive to the date of the occurrence or non-occurrence of such event, but in no case prior to thirty (30) school days before such complaint shall have been first presented in written form in Step 1.
- 12.5 It is recognized by the parties that harmonious relations can be best achieved by prompt disposition of any misunderstandings or complaints and to that end, the employee will make any such complaints promptly. In any event, no complaint need be considered by the Board or any representative of the Board under this article, unless the complaint is presented in writing not more than fifteen (15) school days after the occurrence or non-occurrence of the event giving rise to such complaint. The Board shall grant up to fifteen (15) additional school days upon written request of the Association.

For the period of time between June 1 and August 31 when school is not in session, all days above (Sections 12.1 - 12.5) shall be interpreted to mean work days, excluding holidays and weekends.

- 12.6 The arbitrator to which any such complaint shall be submitted shall have jurisdiction and authority only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the complaint, but he/she shall not have jurisdiction or authority to alter or amend in any way the provisions of this Agreement.
- 12.7 For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative or legal proceedings, including, but not limited to, grievances and tenure proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies but not originals of his/her personnel file and any other files or records of the Board which pertain to the teacher and any issue in the proceeding in question. The cost of duplication of such files or records is to be borne by the employee. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference, including credentials received from institutions of higher learning, secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.
- 12.8 Notwithstanding the expiration of this agreement, any claim or grievance arising before the expiration date of the contract may be processed through the grievance procedure until resolution.

- 12.9 If the superintendent and the Association mutually agree, a grievance may be processed through the steps outlined in the alternative grievance procedure thereafter called the expedited route as outlined below:

Step 1: The grievance shall be submitted in writing to the superintendent or his/her designee. Within four (4) days after submission, the superintendent or his/her designee shall schedule a meeting with the Association in an effort to resolve the disagreement.

Step 2: If the problem is still not resolved to the Association's satisfaction within six (6) days of the initial hearing between the superintendent or his/her designee and the Association, as above described, the Association may appeal the grievance to the Board. The Association representative or representatives shall notify the superintendent in writing of their desire to appeal within five (5) days after receipt of the superintendent's answer. When such request to appeal is made, the grievance shall be reviewed at a meeting between the Board or its designated representative or representatives, the superintendent, the grievant and the Association representative or representatives within five (5) days after receipt by the superintendent of the notice of desire to appeal. A written answer shall be given by the Board's representative to the aggrieved teacher and the Association representative within five (5) days after the date of the Step 2 meeting.

Step 3: If the Association does not agree with the disposition of the Board, the Association may appeal the grievance to the American Arbitration Association in accord with its rules of expedited arbitration.

Step 4: The arbitrator of grievances processed via this expedited process shall have no power to alter, add to nor subtract from, the terms of this agreement.

- 12.10 Any teacher employed by the Board shall not be prevented by the terms of this contract from presenting a complaint and having the complaint adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this agreement. The Association shall be given an opportunity to be present at the time of any such adjustment.

ARTICLE XIII

EARLY RETIREMENT

13.1 The Board shall provide the following early retirement plan for the 1997-98 school year only. A teacher who has acquired a minimum of twenty (20) years of service in the West Iron County School District and qualifies for retirement under the MSPERS may, at his/her option, take early retirement. The Board agrees to provide an annual stipend according to the following schedule:

Seven-year plan - \$11,000 first year; six annual stipends of \$4,000.

Six-year plan - \$10,000 first year; five annual stipends of \$4,000.

Five-year plan - \$9,000 first year; four annual stipends of \$4,000.

Four-year plan - \$8,000 first year; three annual stipends of \$4,000.

Three-year plan - \$7,000 first year; two annual stipends of \$4,000.

Two-year plan - \$6,000 first year; one annual stipend of \$4,000.

One-year plan - \$5,000.

13.2 The stipend will be paid on September 1st of the year in which the retiree is eligible to receive same.

13.3 The stipends will be discontinued in the calendar year in which the retiree becomes eligible for retirement benefits under the Social Security system.

13.4 The teacher choosing this plan must provide notification to the Board by February 15th of the year in which he/she retires.

13.5 A copy of the attached Retirement and Release Agreement must be signed in order to participate in Article XIII.

EARLY RETIREMENT INCENTIVE PLAN

Retirement and Release Agreement

A. Retirement

By my signature below, I voluntarily elect to retire from my employment with the West Iron County Public Schools effective as of June ____, 199___. In electing early retirement, I understand that in order to receive the incentive benefit, I must remain in full time active employ of the District throughout the 199__ 199___ school year.

B. Release

In exchange for the early retirement incentive benefit I will receive, I voluntarily and knowingly release and discharge the District from any and all claims or causes of action, known or unknown, based upon any fact, circumstance or event occurring or existing at or prior to my signing this Agreement.

I acknowledge that this release includes, but is not limited to, any claims or actions arising out of or during my employment with the District and/or my separation of that employment, including any claims for discrimination under state or federal law, the federal Age Discrimination in Employment Act of 1967, as amended, or any other claim or actions whatsoever whether founded upon contract, tort, statute or regulations (federal, state or local), common law or any other theory. In signing this Agreement, I acknowledge that:

- (1) I have been advised in writing to consult with an attorney before signing this agreement.
- (2) I am entitled to at least forty-five (45) days (i.e., until _____, 199___) to consider the Agreement.
- (3) I understand that this Agreement shall not become effective or enforceable until seven days after I sign this Agreement and deliver it to the District. I also understand that I may revoke the Agreement during this seven day period by delivering a written revocation to the District. I further understand that this agreement will become effective and enforceable after the seven-day period without any further action by either the District or me.
- (4) I am signing this Agreement voluntarily. No representative of the District has coerced my decision to sign this Agreement.
- (5) I received from the District any information in its possession that I believed was relevant to my decision to elect early retirement.

I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE EARLY RETIREMENT INCENTIVE PLAN. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE TERMS OF THIS RETIREMENT AND RELEASE AGREEMENT.

Employee's Signature

Employee's Printed Name

I received this Retirement and Release Agreement on

_____, 199__.

By _____

Its _____

Approved this _____ day of _____, 199__.

West Iron County Public Schools
Board of Education

By _____

Its _____

ARTICLE XIV

GENERAL PROVISIONS

14.1 Each school will have designated areas, apart from the students, for use as teachers' lavatory, teachers' dining room or teachers' lounge. The teachers' lounge will include furnishings remaining at the end of the 1986-87 school year. Provision for such facilities will be made in all future buildings.

14.2 TOBACCO-FREE SCHOOLS

To protect and enhance indoor air quality and contribute to the health and well being of all students, employees and visitors, the West Iron County School district shall be entirely tobacco free, effective September 1, 1993.

- A. Use of tobacco products is strictly prohibited within any building or vehicle owned, leased or operated by the school district. Use of tobacco products is also prohibited on any real property owned, leased or operated by the school district. This policy applies to all employees, contractors, students and visitors on the premises of the school district.
- B. Copies of this policy shall be distributed to all employees and communicated to other affected parties on a periodic basis. Prominent signs displaying the following statement will be posted at all entrances throughout school district buildings:

USE OF TOBACCO PRODUCTS IS PROHIBITED IN THIS BUILDING PURSUANT TO THE MICHIGAN CLEAN INDOOR AIR ACT PA 348

C. ENFORCEMENT OF POLICY

The success of this policy will depend upon the thoughtfulness, consideration and cooperation of tobacco users and nonusers. All employees and other affected parties share in the responsibility for adhering to and enforcing the policy.

Complaints Persons observing a violation of this policy should bring it to the attention of school administrators or designees.

Investigations Upon receiving a complaint, the administrator will investigate and take action to resolve the issue as soon as possible.

Violators Employees and students found to have violated this policy will be subject to disciplinary action(s) in the same manner and magnitude as violations of other school policies. Visitors found to have violated this policy will be informed of the policy and requested to comply. If compliance is not achieved, visitors may be asked to leave.

- 14.3 This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- 14.4 If any provision of this agreement or the application thereof to any employee or group of employees shall be found contrary to law, then such provision or application shall be invalid and all other provisions or application shall continue in full force or effect.

ARTICLE XV

ACADEMIC FREEDOM

- 15.1 Academic freedom is a philosophical position statement which does not lend itself to simple or meaningful interpretation or application.

Teachers should be free to make effective use of the expertise and knowledge of other social agencies or institutions such as the DNR, Health Department, State Police or regulatory government personnel.

Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interest of the schools and to exhibit by appropriate examples the basic objectives of a democratic society. Religious and political convictions of the individual student shall be respected.

Since the teaching and learning process involves many and varied facets of investigation, interpretation, development of concepts, presentation of facts and ideas all related to humanity and social interrelationships, teachers should have assurance of being able to conduct their teaching of the various learning disciplines limited only to widely held and accepted standards of professional responsibility.

- 15.2 Lesson Content: In the investigation, presentation, and interpretation of facts and ideas within the prescribed course of study, teachers shall be free to examine, present and responsibly discuss various points of view in an atmosphere of open inquiry, provided that the instruction, material or discussion:

1. is appropriate to the age and maturity level of the students;
2. is related to and consistent with the prescribed curriculum, course of study, and textbook/materials for the class in question; and
3. is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias or partisanship.

- 15.3 Appeal Procedure: If lesson content is the subject of a challenge or complaint to the principal by a student, parent, administrator or other person, the teacher shall be given appropriate notice and a reasonable opportunity to respond. Such a response shall be given (either verbally or in writing) in a private conference between the employee, the principal, and the complainant, if appropriate. If the lesson content or speaker is disapproved or restricted by the principal or other district administrator, the reason(s) shall promptly be provided to the teacher in writing.
- 15.4 This appeal procedure is intended to provide an avenue for review of administrative restrictions which have not resulted in disciplinary action or unsatisfactory evaluation or in critical material placed in the personnel file. Nothing herein shall preclude recourse to the grievance procedure for matters which are otherwise grievable under Article VIII, Teacher Evaluation.

ARTICLE XVI

INSURANCES

- 16.1 The Board of Education will provide to the teacher the MESSA-PAK Plan as described below for a full 12 month period for each year of the contract at the premium rate provided the Board each year by MESSA, with internal and external coordination of benefits for dental and vision insurance only.
- 16.2 Employees not electing health insurance coverage will select MESSA-PAK Plan B and may apply the current single subscriber MESSA Super Care 2 premium toward the purchase of MESSA nontaxable fixed and/or variable option program, and/or the nontaxable MEAFS insurance, annuities and/or other programs. If a husband and wife are employed as teachers, only one of them may elect health insurance coverage; the other may elect the options noted. Any amount exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the groups. The option programs are subject to the rules and regulations of the provider (MESSA and MEFSA).

PLAN A for employees electing health insurance

| | |
|----------------------|--|
| Health | Super Care 2 (including \$5,000 Basic Term Life) |
| Long Term Disability | None |
| Negotiated Life | \$30,000 AD&D |
| Vision | VSP-3 plus |
| Delta Dental | 100:90/90/90:\$1,500 (\$1,000 maximum Class I & II) (Plan Year July 1 through June 30) |

PLAN B for employees not electing health insurance

| | |
|----------------------|--|
| Negotiated Life | \$35,000 with AD&D |
| Vision | VSP-3 plus |
| Delta Dental | 100:90/90/90:\$1,500 (\$1,000 Maximum Class I & II) Plan Year July 1 through June 30 |
| Long Term Disability | None |

- 16.3 Teachers who have Board approved insurance are responsible to contact the carrier within thirty (30) days of termination for conversion provisions available after termination.
- 16.4 The Board agrees to provide the above mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the Master Agreement held by the policyholder.
- 16.5 All benefits and coverage shall be subject to and conditioned upon proper application by the teacher for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.
- 16.6 The teacher who works less than a full day, as defined herein, shall receive a prorated amount of the maximum rates applicable to the teacher based upon hours worked.
- 16.7 Changes in family status shall be reported by the teacher to the business office within thirty (30) days of such change. The teacher shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.
- 16.8 A teacher eligible for Medicare shall enroll for Medicare benefits within thirty (30) days of his/her first eligibility date. The teacher shall be held responsible for any overpayment of insurance premiums made by the Board for failure to comply with this paragraph.
- 16.9 All teachers over age 65 will be given the option to elect primary coverage under the Board's group health plan or Medicare. If the teacher chooses the employer provided group health plan, Medicare coverage will be secondary.
- 16.10 Payments made under Workers' Compensation insurance shall be supplemented by the Board from the teacher's accumulated sick leave so that the teacher's net income shall not be reduced. Only the time equivalent to the supplemental pay by the Board shall be deducted from accumulated sick leave. Provisions of law pertaining to contagious diseases shall not be affected by this policy.
- 16.11 In the event a National Health Program is implemented during the duration of this Agreement, the Board of Education and the WIC Education Association will renegotiate this Article.

ARTICLE XVII

COMPENSATION

- 17.1 Attached hereto and made a part hereof is Schedule A which sets forth the salary schedule for teaching personnel for the school years 1996-97, 1997-98 and 1998-99.
- 17.2 Attached hereto and made a part hereof is Schedule B which sets forth the rate of pay which will be paid to any teaching personnel assigned to any job or occupation listed in Schedule B for the hours he/she is engaged in such Schedule B activity.
- 17.3 Attached hereto and made a part hereof are Schedules C and D which set forth the rate of pay which will be paid to any teaching personnel assigned to any job or occupation listed in Schedules C and D for the hours he/she is engaged in such Schedules C and D.
- 17.4 All new employees shall be given salary schedule and longevity credit for their years of experience in public schools up to 3 years. Incoming employees with 4 years or more previous experience in public schools shall be given a minimum of 4 years to a maximum of 7 years experience at the discretion of the superintendent. All private school teacher years shall be given experience credit at the discretion of the superintendent, not to exceed 7 years of certificated teaching.
- 17.5 A beginning teacher who is continued on probation beyond the second year shall not be placed on the third level of the salary schedule. If this person is granted tenure status after three (3) years of experience, he/she shall be placed at the fourth level of the schedule. (Thru 94-95 only)
- 17.6 Henceforth, for salary purposes, all credits beyond a bachelor's degree must be approved in advance by the Board. Following approval, payment for extra credits will become a permanent part of the individual contract. No teacher's current status on Schedule A will be reduced by this article.
- 17.7 Payments for extra credits will begin on the first day of the next semester following completion of the course requirements, if such completion has been certified to the Board on or before October 1 or March 1, respectively.
- 17.8 Teachers whose employment commences at the beginning of the second semester shall receive credit for experience at each anniversary of the start of their employment.

Half-time teachers shall receive one-half (1/2) of the annual experience increment after each school year. They shall also receive one-half (1/2) of any improvement in the salary schedule at their experience level and one-half (1/2) value in any fringe benefit.

17.9 Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive the same car allowance as other school personnel who are reimbursed for mileage. The mileage rate is \$.29 per mile. The same allowance shall be given for Board authorized use of personal cars for field trips or other business of the District. The Board shall provide liability insurance as per Board policy for teachers when their personal automobiles are used as provided in this section.

17.10 The Board shall make payroll deductions from teachers for savings bonds, United Fund, tax-deferred annuities purchased from current companies and any new companies to which a minimum of six teachers shall subscribe, or other programs or plans jointly approved by the Association and the Board subject to Article 18.6 of this agreement.

17.11 The Board of Education will add the following additional payments for longevity service in this School District (including service in the former Bates Township School District, the Iron River Public Schools or the Stambaugh Township Public Schools) plus credit for up to seven years of service in districts other than West Iron County (including the former Bates, Iron River and Stambaugh Districts), this representing the amount of transfer credit granted incoming teachers on the salary schedule for service in other districts:

| | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|------------------------|---------------|---------------|---------------|
| 11-13 years of service | \$ 638 | \$ 657 | \$ 677 |
| 14-17 years of service | 1040 | 1071 | 1103 |
| 18-21 years of service | 1429 | 1472 | 1516 |
| 22-25 years of service | 1820 | 1875 | 1931 |
| 26 years and over | 2208 | 2274 | 2343 |

Fractional parts of years may be combined to form whole years, but only whole years will be counted toward longevity. Part-time teaching will be considered to be the equivalent fractional parts of years. Credit for military service will not be counted toward longevity. This longevity agreement will remain in force without change for the duration of this Agreement.

17.12 Any member who substitutes during a preparation period for a teacher shall be paid ten dollars (\$10) per class period. Every effort shall be made by the administration to equalize this time among the teachers available; however, all substituting shall be on a voluntary basis.

If any member (i.e. librarian, study hall teacher) is assigned as a substitute teacher for another teacher's students, he/she will be compensated as in 1) above.

17.13 Any bargaining unit member who has in excess of three (3) preparations at the secondary level shall receive .5% of the B.A. Step 10 for each preparation over three. An elementary teacher who has two (2) grade levels in one (1) self-contained classroom shall receive .5% of the B.A. Step 10.

17.14 Payment of accumulated sick leave shall be paid to the teacher on the last payday of his/her services on retirement, provided said teacher has been an employee of the district for a period of at least ten (10) consecutive years prior to retirement. Payment of one half of the members accumulated sick leave days shall be paid at the rate of \$50 per day at the time of retirement. An employee eligible for this provision must be eligible for retirement as stipulated by the Michigan Public School Employees Retirement Act.

17.15 Upon proof of possession of a currently valid teaching certificate with vocational endorsement from the Michigan Department of Education, a teacher will receive a one-time stipend of One Thousand Dollars (\$1,000.00).

This stipend will not be included in the teacher's salary for the purpose of calculating any other form of compensation.

ARTICLE XVIII

AGENCY SHOP, ASSOCIATION DUES AND SERVICE FEES

- 18.1 Any bargaining unit member who is a member of the Association or who has applied for membership, may sign and deliver to the Board of Education an assignment authorizing deduction of dues and assessments as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Michigan Education Association Constitution and By-laws. Pursuant to such authorization, the Board shall deduct one-tenth of such dues and assessments from the regular salary check of the bargaining unit member each month for ten (10) months beginning in September and ending in June each year.
- 18.2 Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association in an amount equivalent to dues uniformly required to be paid by members of the West Iron County Education Association; including local, state and national dues provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided below. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payroll deduction, as herein provided, the Board shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this article is just cause for discharge from employment.
- 18.3 The Association in all cases of discharge for violation of this article shall notify the bargaining unit member 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 discharge may be filed with the Board of Education in the event compliance is not affected. If the employee in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Board limited to the questions of whether he/she has failed to pay the service fee.

- 18.4 Bargaining unit members employed less than full-time will be requested to pay dues or service fees on a pro-rata basis as determined by Association/MEA/NEA guidelines. These guidelines are as follows:

WICEA

0% to 50% 1/2 of annual dues / service fees
51% to 100% Full dues / service fees

MEA

0% to 25% 1/4 of annual dues / service fees
26% to 50% 1/2 of annual dues / service fees
51% to 75% 3/4 of annual dues / service fees
76% to 100% Full dues / service fees

NEA

0% to 50% 1/2 of annual dues / service fees
51% to 100% Full dues / service fees

- 18.5 If the school district issues annual contracts to all teachers, either tenured or probationary, the parties agree that every bargaining unit member will be required each school year to sign an individual contract of employment as provided in Article 2, Section 1231 (380-1231) of the Michigan General School Laws and that every such contract shall contain the following:

“This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of Association members and other teachers who are members of the teacher bargaining unit employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article XVIII, Agency Shop, Association Dues and Service Fees.”

18.6 The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this article or upon reliance of any list, notice, assignment or authorization card furnished under any of the provisions of this article, provided:

- A. The Board gives timely notice of such action to the Association and permits the Association intervention as a part if the Board so desires, and
- B. The Board 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 above does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.)

ARTICLE XIX

CONTINUITY OF OPERATION

- 19.1 The Association agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act, or permit any of its representatives to engage in or assist in any unfair labor practice.
- 19.2 Recognizing the desirability of continuous operation of the instructional program throughout the school year, the Association agrees that it will not, during the period of this agreement, engage in any teachers strike against the West Iron County School District.
- 19.3 The Association agrees that neither it nor any of its officers or members will engage in any Association activity during normal assigned teaching hours and will not carry on any Association activity on any of the property of the school district in any manner which shall interfere or tend to interfere with the normal scheduled operations of the school system as such. This shall not be construed to prevent released time for Association activities. Association representatives will notify the building principal's office that they are in the building.
- 19.4 The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined in Section 10, of the Public Employment Relations Act or permit any of its representatives to engage in or assist in any unfair labor practice.

ARTICLE XX

SCHOOL IMPROVEMENT

- 20.1 The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools, as provided in Act 197, P.A. 1987 (Section 15.1919 (919b) MSA) or other similar plans.
- a. Participation by the employee is voluntary.
 - b. Participation or nonparticipation shall not be used as a criterion for evaluation, discipline, or discharge.
 - c. If meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay to attend the meetings. If SIP meetings or activities are scheduled beyond an employee's regular work day and/or year, the employee shall be paid at the substitute teacher's hourly rate for all time spent beyond the regular work day/year. Work scheduled beyond the regular work day/year shall be voluntary on the part of the employee unless modified by a specific provision of this agreement. Substitute's hourly rate is defined as substitute daily rate divided by student contact hours (i.e., 5).
 - d. The Master Agreement may not be modified in whole, or in part by the SIP Committee, except by mutual, written agreement by the Association and the Board.

ARTICLE XXI

ALCOHOLISM AND DRUG ABUSE

21.1 Testing for Alcohol and Drug Abuse

During the term of this Agreement, the Employer will not engage in the testing of bargaining unit members through the taking of blood, urine, or breath samples in order to determine if they are working under the influence of alcohol or drugs. In particular, the Employer agrees not to perform or require random testing, testing prior to promotion or the award of tenure, periodic testing, or testing as a part of any physical or psychological examination otherwise required. The failure or refusal of a bargaining unit member to submit to such testing will not be grounds for discipline.

21.2 The Association and the Employer jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such pursuant to the application of the terms and conditions of this Agreement.

21.3 A bargaining unit member, while successfully participating in an alcohol or drug abuse program, shall not be subject to discharge or discipline for alleged alcohol and/or drug abuse or for acts/omissions connected with such alleged abuse. The Employer's determination that a bargaining unit member is not successfully participating in the program shall be subject to the grievance-arbitration procedure found elsewhere in this Agreement.

21.4 The parties' concern is limited to alcoholism and drug abuse problems which cause poor attendance and unsatisfactory performance on the job.

21.5 The Employer agrees that any bargaining unit member with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.

21.6 When an administrator observes a bargaining unit member experiencing difficulties in maintaining his/her performance and those difficulties, in the opinion of the administrator, are due to alcohol and/or drug abuse, he/she will discuss the apparent difficulties with the bargaining unit member at a specially scheduled interview. The bargaining unit member shall be afforded the right to have appropriate Association representative(s) present at such interview. In all instances, the Association representative(s) shall be notified in advance that such an interview is scheduled.

21.7 All reports of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective bargaining unit member.

ARTICLE XXII

DURATION OF AGREEMENT

- 22.1 This Agreement shall be effective August 31, 1996 and shall continue in full force through August 30, 1999.
- 22.2 Contract provisions concerning items of mutual concern may, by mutual consent of the parties, be reopened for renegotiation at any time during the term of this contract.
- 22.3 It is the intent of the parties to bind the Association and all local officers and representatives of the Association, all teachers as defined herein, the Board, its officers and representatives, to observe and adhere to the terms of this Agreement.
- 22.4 If any provision of this Agreement or the application thereof to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be invalid and all other provisions or application shall continue in full force or effect.
- 22.5 The parties agree to meet no later than sixty (60) days before the end of the 1998-99 school year to negotiate the opening date of school for the 1999-2000 school year and other calendar concerns.
- 22.6 It is further understood by both parties that the number of days of teacher responsibility shall not increase except by mutual consent.

IN WITNESS WHEREOF, the respective parties have caused this document to be executed this 30th day of August, 1996.

WEST IRON COUNTY
EDUCATION ASSOCIATION

WEST IRON COUNTY
PUBLIC SCHOOLS
BOARD OF EDUCATION

President

President

Secretary

Secretary

Negotiator

Superintendent

WEST IRON COUNTY PUBLIC SCHOOLS
 SCHEDULE "A"
 SALARY 1996-97

| <u>STEP</u> | <u>BA</u> | <u>BA+22</u> | <u>BA+36</u> <u>MA</u> | <u>MA+16</u> | <u>ED.SP.</u> <u>MA+32</u> |
|-------------|-----------|--------------|---------------------------|--------------|-------------------------------|
| 1 | 23,401 | 24,103 | 25,741 | 26,255 | 26,780 |
| 2 | 24,571 | 25,308 | 27,027 | 27,568 | 28,120 |
| 3 | 25,799 | 26,573 | 28,379 | 28,946 | 29,525 |
| 4 | 27,089 | 27,902 | 29,798 | 30,394 | 31,001 |
| 5 | 28,443 | 29,296 | 31,288 | 31,913 | 32,552 |
| 6 | 29,866 | 30,761 | 32,852 | 33,509 | 34,179 |
| 7 | 31,359 | 32,300 | 34,494 | 35,185 | 35,888 |
| 8 | 32,926 | 33,915 | 36,220 | 36,944 | 37,683 |
| 9 | 34,574 | 35,610 | 38,031 | 38,792 | 39,567 |
| 10 | 37,789 | 38,815 | 41,567 | 42,283 | 43,128 |

WEST IRON COUNTY PUBLIC SCHOOLS
SCHEDULE "A"
SALARY 1997-98

| <u>STEP</u> | <u>BA</u> | <u>BA+22</u> | <u>BA+36</u> <u>MA</u> | <u>MA+16</u> | <u>ED.SP.</u> <u>MA+32</u> |
|-------------|-----------|--------------|---------------------------|--------------|-------------------------------|
| 1 | 24,101 | 24,824 | 26,511 | 27,040 | 27,581 |
| 2 | 25,306 | 26,065 | 27,835 | 28,392 | 28,961 |
| 3 | 26,570 | 27,368 | 29,228 | 29,811 | 30,408 |
| 4 | 27,899 | 28,736 | 30,689 | 31,303 | 31,928 |
| 5 | 29,293 | 30,172 | 32,224 | 32,867 | 33,525 |
| 6 | 30,759 | 31,681 | 33,834 | 34,511 | 35,201 |
| 7 | 32,297 | 33,266 | 35,525 | 36,237 | 36,961 |
| 8 | 33,910 | 34,929 | 37,303 | 38,049 | 38,810 |
| 9 | 35,608 | 36,675 | 39,168 | 39,952 | 40,750 |
| 10 | 38,919 | 39,976 | 42,810 | 43,547 | 44,418 |

WEST IRON COUNTY PUBLIC SCHOOLS
 SCHEDULE "A"
 SALARY 1998-99

| <u>STEP</u> | <u>BA</u> | <u>BA+22</u> | <u>BA+36</u> <u>MA</u> | <u>MA+16</u> | <u>ED.SP.</u> <u>MA+32</u> |
|-------------|-----------|--------------|---------------------------|--------------|-------------------------------|
| 1 | 24,824 | 25,569 | 27,306 | 27,851 | 28,408 |
| 2 | 26,065 | 26,847 | 28,670 | 29,244 | 29,830 |
| 3 | 27,367 | 28,189 | 30,105 | 30,705 | 31,320 |
| 4 | 28,736 | 29,598 | 31,610 | 32,242 | 32,886 |
| 5 | 30,172 | 31,077 | 33,191 | 33,853 | 34,531 |
| 6 | 31,682 | 32,631 | 34,849 | 35,546 | 36,257 |
| 7 | 33,266 | 34,264 | 36,591 | 37,324 | 38,070 |
| 8 | 34,927 | 35,977 | 38,422 | 39,190 | 39,974 |
| 9 | 36,676 | 37,775 | 40,342 | 1,151 | 41,973 |
| 10 | 40,087 | 41,175 | 44,094 | 44,853 | 45,751 |

SCHEDULE "B"

| | |
|--------------------------------------|-------------------|
| Ticket Sellers | \$18.50 per event |
| Ticket Collectors | \$18.50 per event |
| Scorers, Timers and Announcers | \$18.50 per event |
| Driver's Education Teacher | \$20.00 per hour |

SCHEDULES "C" & "D"

The percentages specified below shall be applied to the Bachelor's Base. Percentages have been rounded to the nearest one-tenth (.1).

SCHEDULE "C"

FOOTBALL:

| | |
|--------------------------------------|-------|
| Varsity Coach | 14.0% |
| Assistant Varsity Coach (es) | 9.3 |
| Junior Varsity Coach | 9.3 |
| Assistant Junior Varsity Coach | 8.7 |
| Freshman Coach | 8.7 |

BASKETBALL:

| | |
|------------------------------------|------|
| Varsity Coach (Boys) | 14.0 |
| Junior Varsity Coach (Boys) | 9.3 |
| Freshman Coach (Boys) | 9.3 |
| Varsity Coach (Girls) | 14.0 |
| Junior Varsity Coach (Girls) | 9.3 |
| Freshman Coach (Girls) | 9.3 |
| 8th Grade Coach (Boys) | 3.5 |
| 7th Grade Coach (Boys) | 3.5 |
| 8th Grade Coach (Girls) | 3.5 |
| 7th Grade Coach (Girls) | 3.5 |

TRACK:

| | |
|--------------------------------------|-----|
| Head Coach (Boys) | 7.1 |
| Assistant Coach (Boys & Girls) | 6.5 |
| Head Coach (Girls) | 7.1 |

TENNIS:

| | |
|---------------------|-----|
| Coach (Boys) | 8.0 |
| Coach (Girls) | 8.0 |

GOLF:

| | |
|---------------------|-----|
| Coach (Boys) | 6.2 |
| Coach (Girls) | 6.2 |

SKIING:

Coach 5.5%

CROSS COUNTRY:

Coach 4.6

WRESTLING:

Coach 11.7

Assistant Coach (if hired) 6.3

VOLLEYBALL:

Varsity 9.0

Junior Varsity 6.0

SCHEDULE "D"

| | |
|--|---------|
| Art Club (Tentative) | 2.1% |
| 8th Grade Class Advisor | 2.0 |
| Freshman Class | 2.0 |
| Sophomore Class | 2.0 |
| Junior Class | 2.6 |
| Senior Class | 2 @ 4.2 |
| 8th Grade Cheerleader Advisor | 3.0 |
| Varsity Cheerleader Advisor | 5.0 |
| Majorettes | 2.6 |
| Color Guard / Flags | 2.6 |
| French Club | 2.1 |
| Chess Club | 2.1 |
| Varsity Club | 2.1 |
| High School Student Council | 5.5 |
| Middle School Student Council | 2.9 |
| Pep Band | 8.0 |
| Annual | 9.8 |
| High School Bowl | 2.1 |
| Drama Club (One 3-Act play per semester or equivalent) | 7.2 |
| Forensics | 3.9 |

| | |
|--|---------|
| High School Newspaper (7 editions) | 3.3 |
| Middle School Newspaper (7 editions) | 3.3 |
| Odyssey of the Mind | |
| Lower Elementary | 2.1 |
| Upper Elementary | 2.1 |
| National Honor Society | 2 @ 4.0 |
| SADD Advisor | 3.0 |
| Y.E.S. | 4.0 |
| Business Professionals of America | 2 @ 4.0 |

SCHEDULE "E"
WEST IRON COUNTY SCHOOL CALENDAR
1996-1997

| | |
|--|-----------------------|
| Teacher Orientation | August 26 |
| First Day of School | August 27 |
| Labor Day | September 2 |
| Hunting Day | November 15 |
| Minimum Day | November 27 |
| Thanksgiving Day | November 28-29 |
| Christmas Recess | December 23-January 3 |
| End of Semester (1/2 students 1/2 records) | January 10 |
| Winter Break | February 21 |
| Minimum Day | March 27 |
| Easter Recess | March 28-April 6 |
| Memorial Day | May 26 |
| 1/2 students 1/2 records | June 3 |
| 1/2 students 1/2 records | June 4 |

SCHEDULE "F"

WEST IRON COUNTY SCHOOL CALENDAR

Calendars for 1997-98 and 1998-99 school years will be mutually developed by the Board of Education and the Association during this contract.

ADDENDUM 1

SHARED PROGRAMMING

If the West Iron County School District enters into shared programming with another district, the following agreement shall be adopted:

This Agreement is entered into this _____ day of _____, 19___, by and between the West Iron County Education Association, an affiliate of the MEA/NEA, hereinafter referred to as the "Association" and the constituent Boards of Education for _____ and _____, hereinafter referred to as the "Employer". In consideration of the following, it is hereby agreed:

1. A shared program is defined as a class or program by the school district which involves staff and/or students giving or receiving instruction in conjunction with staff and/or students from another school district.
2. "Host District" will be the school district in which a specific shared program class is being offered.
3. "Itinerant District" will be the school district whose students are being transported to enable them to participate in a shared program class.
4. The parties mutually agree that the purpose of the shared program shall be to provide quality cooperative academic programming in order to be able to enhance the educational opportunities for students by providing class offerings in the host district which are not available in the itinerant district.
5. Class sizes shall be based upon the appropriate number of students and stations available for the specific learning activity. Total class size including students from the host district and those from the itinerant district (s) shall be mutually agreed upon prior to students enrolling in the classes.
6. Shared programs shall not directly or indirectly cause the layoff, reduction in hours, salary or benefits of any bargaining unit member. Both parties understand, however, that insufficient numbers may result in a class or classes being withdrawn from the schedule in one district and being offered in the other.
7. Prerequisites in the host district for student enrollment in a class shall also be a prerequisite for students enrolling in the class from the itinerant district.

ADDENDUM 2

Letter Of Understanding:

It is agreed upon by both parties that should teleinstructional broadcasting be implemented in the West Iron County School System, language governing it shall be negotiated into the Master Agreement.

ADDENDUM 3

A specific revision to Article XXII (Alcohol and Drug Abuse) shall be mutually developed by the Board of Education and the Association during the 1993-94 school year.

ADDENDUM 4

Letter of Agreement

JUNIOR HIGH BASKETBALL

Junior High Basketball shall be coached by volunteers for a two (2) year period beginning with the 1993-94 school year. At the end of this two (2) year period, the junior high coaching positions shall be posted according to the master agreement. This is a one-time concession on the part of the WICEA and is not to be construed as precedent setting in any way.