

4277

8/31/2001

AGREEMENT
BETWEEN THE

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

AND THE

ATLANTA COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION

1998-99, 1999-2000, 2000-01

Atlanta Community Schools

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The agreement entered into this 24th day of August, 1998, by and between the Board of Education of the Atlanta Community School District of Atlanta, Michigan, hereinafter called the "Board", and the Atlanta teachers as members of the Northern Michigan Education Association, MEA/NEA, hereinafter called the "Association".*

WITNESSETH:

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

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

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

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

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

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

ARTICLE I

RECOGNITION

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

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

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

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

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

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

ARTICLE II
ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly encourage, discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance under this Agreement.

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

C. The Association and its representatives, with the approval of the administration, shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms before the commencement of the school day or until 6:00 p.m.

D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property between 6:00 a.m. and 6:00 p.m., provided that this shall not interfere with or interrupt normal school operations.

E. The Association, with the approval of the administration, shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the prevailing cost of all materials and supplies incident to such use.

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

G. The Board shall inform the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration, it being expressly understood that the Board reserves unto itself the sole and unquestionable right to determine what fiscal budgetary or tax programs will or will not be instituted and that such information given to the Association is by way of courtesy and that any comment by the Association to the Board in response to such information shall be advisory only.

H. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher unless such activity adversely effects operation of the school.

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

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

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

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

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

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

ARTICLE III
MANAGEMENT RIGHTS CLAUSE

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

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

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

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

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

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

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

ARTICLE IV

ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

A. Each employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association of an amount determined by the Association. Those employed exclusively in Schedule C positions are excluded from this Article. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association deduct the Service Fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each employee. Moneys so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.

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

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

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

C. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

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

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

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

D. Any bargaining unit member who is a member of the Association or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of Dues, Assessments and Contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

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

ARTICLE V
TEACHING HOURS AND CLASS LOAD

A. No teacher shall be required to report for duty earlier than twenty-five (25) minutes before the opening of the pupils' regular school day each morning. Teachers shall be permitted to leave fifteen (15) minutes after close of the pupils' regular school day. Teachers are to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher.

B. The normal weekly teaching load in the junior and senior high school will be thirty (30) teaching periods and five (5) unassigned preparation periods or not to exceed six (6) hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. However, the principal may assign a teacher to a class during his unassigned preparation period in an emergency when no substitute is available. The rate of pay for this period (50 minutes) shall be \$20.00.

C. All teachers shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes. Twenty (20) minutes in the afternoon will be provided for elementary teachers free of student contact.

D. Elementary teachers will be provided one thirty (30) minute relief period each day for preparation. No departure from this norm, except in case of emergency, shall be made without prior consultation with the Association. If an Elementary Teacher should be required to substitute and is caused to lose his assigned preparation time, remuneration for said substitution will be paid at \$20.00 per fifty minute period.

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

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

G. A telephone, listed in the name of the Association, shall be made available to teachers for their reasonable use in the lounge area. All costs for such phone will be paid by the Association.

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

ARTICLE VI
TEACHING CONDITIONS

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

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

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

- | | | |
|----|---------------------------------------|---|
| 4. | Remedial Reading
and Remedial Math | Determined by the Title I
plan as approved by the State
Dept. of Education. |
| 5. | Pre-School | Determined by the Title I
Plan and the Early Childhood
Development Grant Application
as approved by the State Dept.
of Education. |

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

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

D. The Board agrees to make available typing, duplicating, stencil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material.

E. The Board shall provide if funds are available:

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

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

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

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

ARTICLE VII
QUALIFICATIONS AND ASSIGNMENTS

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

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except for good cause, outside the scope of their teaching certificates or their major or minor field of study. In the event of layoff or a reduction in the workforce, Article XX, Section B, shall apply and will supersede this article. It is understood that Chapter I and early childhood development teachers (Pre-K) shall fall within the scope of Article XX, Section B.

C. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education and extra duties as enumerated in Schedule C, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

ARTICLE VIII
TEACHER EVALUATION

A. All monitoring or evaluation of the classroom performance of a teacher shall be conducted openly and with knowledge of the teacher.

B. Standardized test results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's service or fitness for retention.

C. A classroom teacher evaluation shall consist of a minimum of thirty (30) uninterrupted minutes.

D. The administrator shall prepare and submit a written report and recommendations for improvement (if needed) to the teacher within ten (10) school days of the evaluation and shall within fifteen (15) school days meet in a post-evaluation conference with the teacher for the purpose of clarifying the report and recommendations.

E. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

F. A teacher who disagrees with an evaluation or recommendation for improvement may submit a written rebuttal within ten (10) school days which shall be attached to the file copy of the evaluation.

G. Evaluation of teachers shall be conducted by the building principal or Superintendent's designee.

H. The evaluation form and general procedure to be followed will be presented to the teacher before the evaluation process begins.

ARTICLE IX
VACANCIES, PROMOTIONS, AND TRANSFERS

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

B. The Board declares its support of a policy of filling vacancies from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly notify the Association. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant. All vacancies will be posted in the teachers' lounge and in the school office. The Superintendent will notify the Association President, or his designee, of all vacancies which occur during the summer recess.

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

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

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

ARTICLE X
ILLNESS OR DISABILITY

- A. At the beginning of each school year each teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher or death in the immediate family when bereavement and personal business days have been exhausted. The unused portion of such allowance shall accumulate from year to year up to one school year of student contact days.
- B. The Board reserves the right to request a doctor's statement before compensating a teacher if it has reasonable cause to believe that the teacher was not absent for the reasons specified.
- C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay or additional sick leave for the duration of such illness or disability up to one year, and the leave may be renewed each year upon written request by the teacher and approval by the Board.
- D. Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up any accumulated "sick leave" provided herein. The "sick pay" will be computed on the basis of the teacher's pro-rated salary per day at the time he becomes absent because of injury or disease.
- E. The Board may request a doctor's statement before allowing a teacher to resume his duties following any sick leave.
- F. Teachers required to be absent because of an emergency illness of a member of the immediate family may draw their regular salary, not to exceed ten (10) days in any one year. The emergency illness absence days will be deducted from sick leave days.

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

ARTICLE XI
BEREAVEMENT ABSENCE

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

B. The term "immediate family" in this section will be defined to include spouse, children or step-children, parents or step-parents, brothers or step-brothers, sisters or step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law, of the teacher and/or spouse, brothers-in-law, sisters-in-law.

ARTICLE XII
PERSONAL BUSINESS/EMERGENCY

A. Three days a year of personal/emergency leave allowance may be used for personal/emergency business. Additional days may be granted and charged against sick leave if approved by the superintendent. The purpose of this leave is to relieve teachers in situations over which they have no control.

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

C. An application for a personal business leave must be submitted in writing at least five school days in advance, except in the event of an emergency*. Legal matters are an acceptable reason for personal business. General reasons will have to be stated in other matters. (Sick days shall be used for the individual teacher's doctor appointment(s).)

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

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

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

ARTICLE XIII

JURY DUTY

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

ARTICLE XIV
ASSOCIATION LEAVE

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

ARTICLE XV
UNPAID LEAVES OF ABSENCE

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

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

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

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

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

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

ARTICLE XVI
PERSONNEL FILE

A. Each teacher shall have the right upon request to review the contents of his own personnel file except indicated confidential material from outside sources. The teacher has the right to add material to his personnel file in the presence of the Superintendent. A representative of the Association may, at the teacher's request, accompany the teacher.

B. Freedom of Information Act

The Board agrees to notify the teacher by either telephone or FAX when the Board receives a request for all or part of that teacher's personnel file under the Freedom of Information Act.

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

ARTICLE XVII
PROFESSIONAL BEHAVIOR

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

B. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional behavior. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present but this shall not delay the meeting more than seventy-two (72) hours.

ARTICLE XVIII
PROFESSIONAL IMPROVEMENT

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

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

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

ARTICLE XIX
MAINTENANCE OF STANDARDS

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

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

ARTICLE XX
REDUCTION IN PERSONNEL

A. It is realized that, in education, curriculum and staff to a large degree depend upon the economic facilities available to the Board and upon student enrollment. With this understanding as a basis, it is understood that in some instances it may be necessary to reduce the educational program, curriculum and staff as the Board of Education deems necessary.

B. The certified Teacher(s) in the specific position(s) being reduced or eliminated shall be notified of lay-off at least thirty (30) calendar days before the effective date of lay-off. The certified Teacher(s) notified of lay-off shall have the right to replace another member of the certified staff who is the least senior person within the reduced or eliminated certified Teacher's certification. A major or minor, in the specific teaching area, from an accredited college or university will be required in grades 7 and 8. It is understood that Chapter 1 and early childhood development teachers (Pre K) shall fall within the scope of this section. This section supersedes Article VII, Section B.

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

D. Changes in Teacher's certification after the first work day of the next school year following lay-off shall not permit the teacher to be recalled by bumping.

E. Certified Teachers on lay-off shall be recalled in inverse order of lay-off provided the teacher is certified for the vacancy. A major or minor, in the specific teaching area, from an accredited college or university will be required in grades 7 and 8. No new teachers shall be employed by the Board of Education while there are certified employees of the District who are laid-off unless there are no laid-off certified employees who are certified to fill the vacancy.

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

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

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

ARTICLE XXI
SCHOOL CALENDAR

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

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

C. If at any time during the life of this agreement it becomes lawful to count as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities, it is agreed that "Act of God" days missed in excess of two (2) may be made up at the discretion of the Board of Education by extending the school calendar.

ARTICLE XXII
PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. All teachers newly employed shall be given credit on the Salary Schedule as set forth in Schedule B.

C. The Salary Schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.

D. Teachers involved in extra duty assignments set forth in Schedule C which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof.

E. Teachers required, in the course of their work, to drive personal vehicles from one school building to another shall receive a car allowance equal to the amount as set by the IRS. The same allowance shall be given for use of personal vehicles for approved business of the district, provided the school does not supply transportation.

ARTICLE XXIII
SPECIAL TEACHING ASSIGNMENTS

A. Assignments for adult education (high school completion, adult basic education, and G.E.D.), driver education, and summer and after school programs will be made by the Board on the basis of preference to teachers regularly employed in the district during the normal school year. A list of openings for special teaching assignments will be posted on the teachers' bulletin board before a hiring decision is made. The teacher with the best requisites, qualifications, and experience shall have priority for the particular job but the final decision for employment rests with the Board.

ARTICLE XXIV
TERMINAL LEAVE

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

ARTICLE XXV

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

B. Any case of assault upon a teacher which had its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his designated representative. In the event of such an assault, the teacher involved may request assistance of the Board in writing to the Superintendent who shall make a determination as to whether the request justifies any assistance from the Board.

C. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workmen's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.

D. Time lost by a Teacher in connection with any incident mentioned in this Article shall not be charged against the Teacher providing negligence cannot be proved against the Teacher.

ARTICLE XXVI
GRIEVANCE PROCEDURE

A. A claim by a teacher that there has been a violation of any provision of this Agreement may be processed as a grievance as follows, provided a written claim is filed with his immediate administrator and association within ten (10) calendar days from the time the teacher becomes aware of the situation.

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

1. The termination of services of any probationary teacher.
2. Any area in which the Tenure Act prescribes a procedure or authorizes a remedy.
3. The termination of services of a teacher's extra- curricular position.
4. Any matter involving the content of the written teacher evaluation.
5. Board policy.
6. Individual Development Plans.

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

D. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the grievant in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

E. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his designee shall meet with the grievant on the grievance and

shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

F. If the grievant is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting (or six (6) school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) school days thereafter. A copy of such disposition shall be furnished to the Association.

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

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

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

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

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

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

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

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

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

P. During vacations or summer break, all days shall be calendar days excluding Saturdays, Sundays and holidays.

ARTICLE XXVII

P.A. 25

The provisions contained in this section shall apply to all P.A. 25 provisions.

The Atlanta Schools District-Wide Committee shall stand as the system-wide school improvement committee. It shall develop the school district's mission statement and perform other district-wide coordinating activities under P.A. 25. Two SBD committees shall be established at the elementary and secondary levels under P.A. 25. These committees shall deal with building level planning and implementation pursuant to P.A. 25.

Any provision(s) of P.A. 25 or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the association prior to being adopted and/or implemented.

The conditions which follow shall govern employee participation in any and all plans, programs or projects including P.A. 25.

1. Participation by the employee is voluntary.
2. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.

SITE BASED DECISION MAKING

1. Site-based decision making is the process by which the teachers at the work site jointly make decisions affecting their working conditions. Decisions made by SBD committee shall not violate the agreement. Decisions made by the SBD committee will be approved by the Association and Board prior to implementation of the decisions.

2. Participation on an SBD committee is voluntary and shall not be a part of a teacher's evaluation, or otherwise be used to discipline the teacher.

3. Committee decisions will be by consensus. The chairperson of the committee will be selected by the committee.

4. Committee decisions that require a deviation from the agreement will be permitted only after a properly executed letter of agreement between the Association and Board.

ARTICLE XXVIII
ANNEXATION, CONSOLIDATION OR OTHER
REORGANIZATION OF THE DISTRICT

In the event that this district shall be annexed, consolidated or otherwise reorganized with one or more districts in whole or in part, the Board will use every effort possible to assure the continued recognition of the Association/Union and the continued employment of its members in such district. If any of the above causes a negative impact upon a bargaining unit member employed by the successor Board pursuant to this agreement, a resolution of the negative impact shall be negotiated between the successor Board as one party and the bargaining unit members of the successor school district as the other party.

ARTICLE XXIX

LEAST RESTRICTIVE ENVIRONMENT/MEDICALLY FRAGILE

A. LEAST RESTRICTIVE ENVIRONMENT

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

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

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

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

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

B. MEDICALLY FRAGILE STUDENTS

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

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

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

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

ARTICLE XXX
NEGOTIATION PROCEDURES

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

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

C. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE XXXI
EXTENT OF AGREEMENT

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

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

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

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

ARTICLE XXXII

INSURANCE

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

Plan A -- For Teachers needing health insurance

Health	Super Care I
Long Term Disability	66 2/3% \$3,500 maximum 60 calendar days - modified fill Maternity Coverage Pre-existing Condition Waiver - Yes Freeze on Offsets - Yes Alcoholism/drug 2 year Mental/nervous same as any other illness COLA - no
Delta Dental	80/80/80:\$3,000 or 50/50/50:\$3,000
Negotiated Life	\$40,000 AD & D
Vision	VSP-3 plus

Plan B -- For Teachers not needing health insurance

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

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

C. Part time teachers will receive pro-rated insurance benefits.

D. Coverage for any teacher leaving the Atlanta Community School shall end effective August 31, except when the teacher leaves before he completes his 183 teaching days, in which case the coverage is pro-rated.

E. The Board will not contribute toward the cost of insurance for a teacher on leave of absence.

ARTICLE XXXIII
EARLY RETIREMENT INCENTIVE POLICY

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

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

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

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

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

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

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

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

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

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

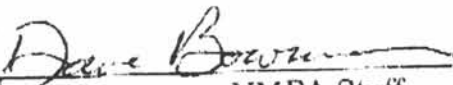
H. Teachers obtaining Early Retirement Incentive shall sign a Waiver and Release.

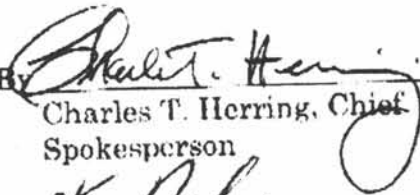
ARTICLE XXXIV
DURATION OF AGREEMENT

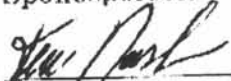
A. All provisions of this Agreement shall be effective as of August 31, 1998 and shall continue in effect until August 31, 2001.

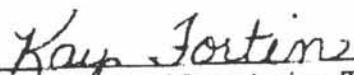
NORTHERN MICHIGAN
EDUCATION ASSOCIATION,
MEA/NEA

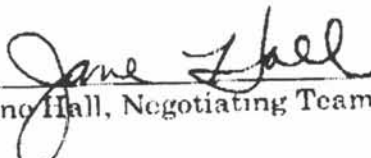
By 
Dan Bennett, NMEA/President

By 
David Bowman, NMEA Staff


By 
Charles T. Herring, Chief
Spokesperson


By 
Ken Nash, Negotiating Team

By 
Kay Fortin, Negotiating Team

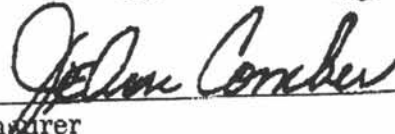
By 
Jane Hall, Negotiating Team

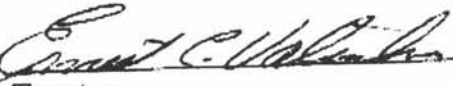
ATLANTA COMMUNITY SCHOOLS

By 
President

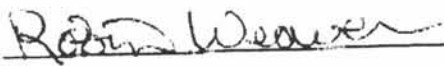
By 
Vice-President

By 
Secretary

By 
Treasurer

By 
Trustee

By 
Trustee

By 
Trustee

Dated this 24th day of August, 1998.

SCHEDULE A
SCHOOL CALENDAR FORMULA

Starting Date	To be determined by the Atlanta Board of Education
Safety Days	November 15 and 16 shall be days off when these dates fall on a weekday.
Thanksgiving	Thanksgiving day and the next day shall be days off.
Christmas	December 21, or the first preceding weekday if December 21 falls on a weekend, shall be the last day of classes. January 3, or the next following weekday if January 3 falls on a weekend, shall be the first day classes resume.
Easter	Good Friday is a day off.
Spring Break	Mutual agreement between the ATEA and the Atlanta Board of Education.
Memorial Day	The Monday observed as Memorial Day shall be a day off.
Closing Date	The last day of session for students shall be computed by counting 181 days of session from and including the 1st day of session established above.
184 Teacher Days (180 Student Days)	<ol style="list-style-type: none">1. Day prior to the first student day.2. Inservice Day. (One of the 181 student session days will be canceled as a student day and used for an inservice day).3. End of first semester records day.4. End of second semester records day.

Last Day of School	This will be 1/2 day for students and a full day for teachers.
Conference Days	1/2 day on Thursday and 1/2 day on Friday following the end of the 1st and 4th marking periods.
Marking Periods	<ul style="list-style-type: none"> • 1st marking period ends on the sixth session Friday from the start of school • 2nd marking period ends on the 12th session Friday from the start of school. • End of first semester: On the Friday next following the 90th session day from the starting date. • 4th marking period ends on the sixth session Friday following the end of the first semester. • 5th marking period ends on the twelfth session Friday following the end of the first semester.

SCHEDULE A
1998-99 SCHOOL CALENDAR

August 28	Friday	Teachers' Orientation
August 31	Monday	Students' First Day
September 7	Monday	Labor Day
October 9	Friday	End of first marking period – Elem.
October 21-22	Wed.-Thurs.	P-T Conf. 6-9 p.m.; 1-4 p.m.
October 23	Friday	Professional Development
October 30	Friday	End of first marking period – Jr-Sr High
November 16	Monday	Safety Day
November 20	Friday	End of second marking period – Elem.
November 26-27	Thursday-Friday	Thanksgiving
December 21	Monday	Christmas break begins 3:30 p.m.
January 15	Friday	End of first semester
January 18	Monday	Records Day
January 19	Tuesday	Second Semester Begins
February 26	Friday	End of fourth marking period – Elem.
March 4-5	Thursday-Friday	P-T Conf. 6-9 p.m.; 1-4 p.m.
March 19	Friday	End of third marking period – Jr-Sr High
April 2	Friday	Easter Break Begins
April 12	Monday	School in session
April 16	Friday	End of fifth marking period – Elem.
May 31	Monday	Memorial Day
June 8	Tuesday	End of marking period & semester
June 9	Wednesday	Teachers' Record Day

SCHEDULE A

1999-2000 SCHOOL CALENDAR

August 27	Friday	Teachers' Orientation
August 30	Monday	Students' First Day
September 6	Monday	Labor Day
October 8	Friday	End of first marking period – Elem.
October 21-22	Thursday-Friday	P-T Conf. 6-9 p.m.; 1-4 p.m.
October 29	Friday	End of first marking period – Jr-Sr High
November 15-16	Monday-Tuesday	Safety Days
November 19	Friday	End of second marking period – Elem.
November 25-26	Thursday-Friday	Thanksgiving
December 21	Tuesday	Christmas break begins 3:30 p.m.
January 14	Friday	End of first semester
January 17	Monday	Records Day
January 18	Tuesday	Second Semester Begins
February 18	Friday	Mid-Winter Break Day
February 27	Friday	End of fourth marking period – Elem.
March 2-3	Thursday-Friday	P-T Conf. 6-9 .m.; 1-4 p.m.
March 17	Friday	End of third marking period – Jr-Sr High
April 7	Friday	End of fifth marking period – Elem.
April 17	Monday	Easter Break Begins
April 25	Tuesday	School in session
May 29	Monday	Memorial Day
June 6	Tuesday	End of marking period & semester
June 7	Wednesday	Teachers' Record Day

SCHEDULE A

2000-01 SCHOOL CALENDAR

August 25	Friday	Teachers' Orientation
August 28	Monday	Students' First Day
September 4	Monday	Labor Day
October 6	Friday	End of first marking period – Elem.
October 19-20	Thursday-Friday	P-T Conf. 6-9 p.m.; 1-4 p.m.
October 27	Friday	End of first marking period – Jr-Sr. High
Nov. 15,16,17	Wednesday-Friday	Safety Days
November 22	Wednesday	End of second marking period – Elem.
November 23-24	Thursday-Friday	Thanksgivings
December 21	Thursday	Christmas Break Begins 3:30 p.m.
January 3	Wednesday	School in session
January 12	Friday	End of first semester
January 15	Monday	Records Day
January 16	Tuesday	Second Semester Begins
February 16-19	Friday-Monday	Mid-Winter Break Day
March 2	Friday	End of fourth marking period – Elem.
March 1-2	Thursday-Friday	P-T Conf. 6-9 p.m.; 1-4 p.m.
March 23	Friday	End of third marking period – Jr-Sr High
April 12	Thursday	End of fifth marking period – Elem.
April 13	Friday	Easter Break Begins (no school Good Friday)
April 23	Monday	School in session
May 28	Monday	Memorial Day
June 6	Wednesday	End of marking period & semester
June 7	Thursday	Teachers' Record Day

SCHEDULE B
1998-99
SALARY SCHEDULE

Step	BA	*BA+15	BA+20	MA	MA+15	MA+30
1	26,361		27,679	28,470	29,261	30,052
2	27,415		28,786	29,609	30,431	31,254
3	28,470		29,893	30,747	31,602	32,456
4	29,524		31,001	31,886	32,772	33,658
5	30,579		32,108	33,025	33,942	34,860
6	31,633		33,215	34,164	35,113	36,062
7	32,688		34,322	35,303	36,283	37,264
8	33,742		35,429	36,441	37,454	38,466
9	34,797		36,536	37,580	38,624	39,668
10	35,851		37,644	38,719	39,795	40,870
11	36,905	38,013	38,751	39,858	40,965	42,072
12	37,960	39,099	39,858	40,997	42,135	43,274
13	39,014	40,185	40,965	42,135	43,306	44,476

SCHEDULE B
1999-2000
SALARY SCHEDULE

Step	BA	BA+15	BA+20	MA	MA+15	MA+30
1	27,284		28,648	29,467	30,285	31,104
2	28,375		29,794	30,645	31,497	32,348
3	29,467		30,940	31,824	32,708	33,592
4	30,558		32,086	33,003	33,919	34,836
5	31,649		33,232	34,181	35,131	36,080
6	32,741		34,378	35,360	36,342	37,325
7	33,832		35,524	36,539	37,554	38,569
8	34,924		36,670	37,717	38,765	39,813
9	36,015		37,816	38,896	39,977	41,057
10	37,106		38,962	40,075	41,188	42,301
11	38,198		40,107	41,253	42,399	43,545
12	39,289	40,468	41,253	42,432	43,611	44,789
13	40,380	41,592	42,399	43,611	44,822	46,034

SCHEDULE B
2000-01
SALARY SCHEDULE

Step	BA	BA+15	BA+20	MA	MA+15	MA+30
1	28,444		29,866	30,720	31,573	32,426
2	29,582		31,061	31,948	32,836	33,723
3	30,720		32,255	33,177	34,099	35,020
4	31,857		33,450	34,406	35,362	36,317
5	32,995		34,645	35,635	36,624	37,614
6	34,133		35,839	36,863	37,887	38,911
7	35,271		37,034	38,092	39,150	40,208
8	36,408		38,229	39,321	40,413	41,505
9	37,546		39,423	40,550	41,676	42,803
10	38,684		40,618	41,779	42,939	44,100
11	39,822		41,813	43,007	44,202	45,397
12	40,959		43,007	44,236	45,465	46,694
13	42,097	43,360	44,202	45,465	46,728	47,991

SCHEDULE B
USE OF SALARY SCHEDULE

1. A longevity payment of \$175.00 for each year of credit beyond 10 years credit will be added starting with year 11. A longevity payment of \$275.00 for each year of credit beyond 19 years credit will be added starting with year 20.
2. Credit for advancement on the salary schedule shall be given for graduate level course(s) on a planned program from a Michigan accredited university or graduate level course(s) that compliment a teacher's subject matter.
3. It is agreed that the BA+15 will ultimately be phased out. Teachers hired during or before 1992-93 shall be grandfathered. Teachers hired after 1992-93 shall not be eligible for the BA+15 salary column.
4. The Board will allow up to five (5) years for outside teaching experience in any Michigan School District or teaching experience in a public (i.e., not charter) school district in any state.
5. One full semester of experience in any recognized school district in Michigan or any other state will qualify a teacher for one step on the salary schedule.
6. Teachers who have served in the regular Armed Forces of the United States may be given experience credit up to two (2) years including active duty in the National Guard. ROTC not to be included.
7. The above degrees and credits will be computed as of the date of hire.
8. Teachers will be paid every two weeks. On the last pay day in June, teachers will receive the remainder of their salary.
9. Regular teachers who substitute during their conference hours will be paid for such time at the end of each semester.
10. Credit hours that apply to a change in placement on the salary schedule will be granted at the completion of the course work and prior to the beginning of the school year.

<u>SPECIAL ACTIVITY ADVISORS</u>	<u>1998/99</u>	<u>1999/00</u>	<u>2000/01</u>
7th Class Advisor	187	195	203
Play Director (per play)	630	652	680
National Honor Society	220	228	238
Drama Club (elementary)	252	261	272
Knowledge Bowl	315	326	340
**Student Council	315	326	340
Elementary Yearbook	187	195	203
Mentor Teacher	217	225	234
*Added for Senior Trip	280	290	302
** Added for Lock-In	112	116	121

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

NMEA - ATLANTA
GRIEVANCE REPORT FORM

Grievance # _____ School District _____

Distribution of Form

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

GRIEVANCE REPORT

Submit to Principal in Duplicate

_____	_____	_____	_____
Building	Assignment	Name of Grievance	Date Filed

STEP 2

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature Date

C. Disposition by Principal _____

Signature Date

D. Position of Grievant and/or Association _____

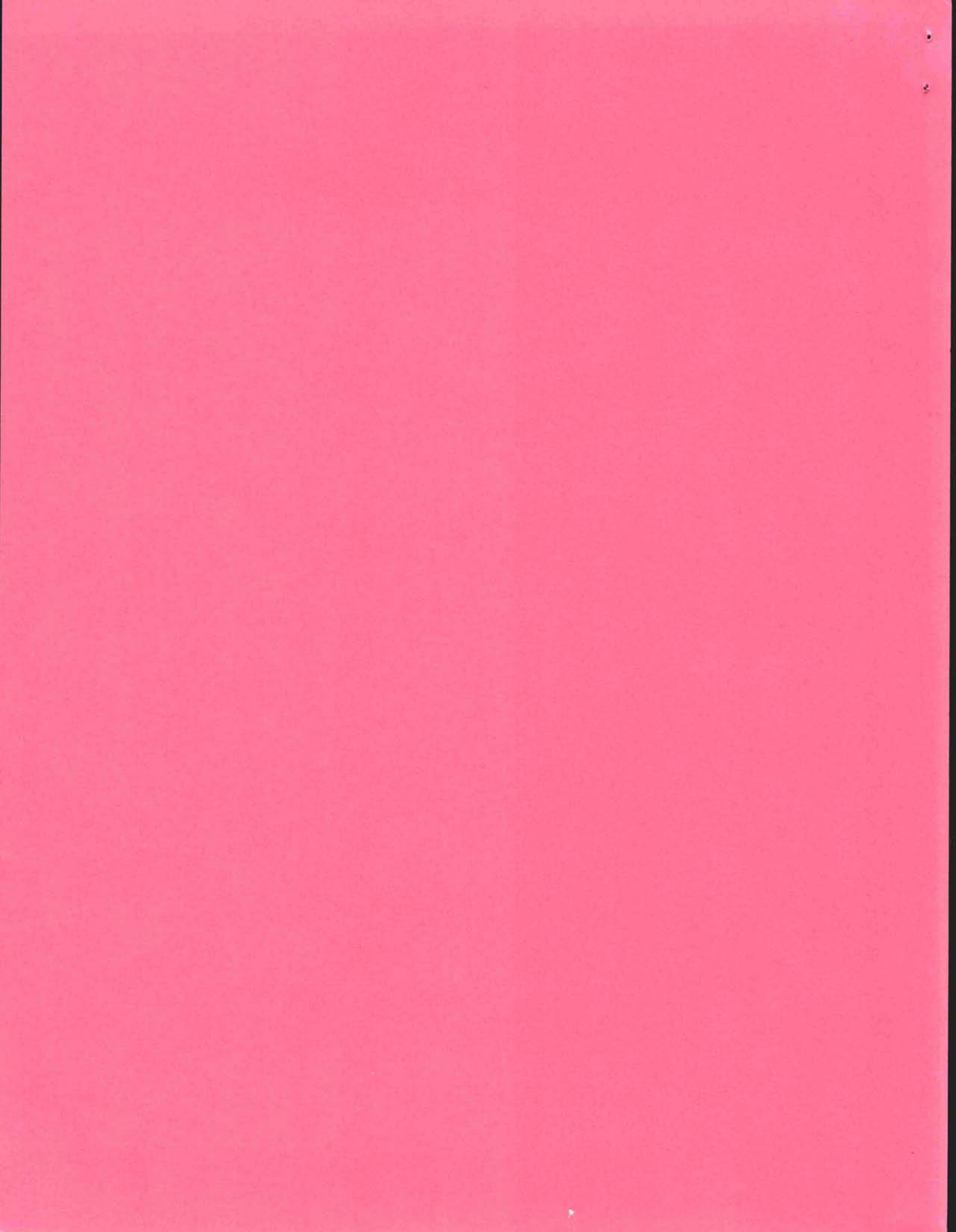
Signature Date

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

George Washington

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