

4428

8/15/2000

CAMDEN - FRONTIER

MASTER AGREEMENT

1997 - 2000

*Camden - Frontier School*

1870

1870

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## Camden-Frontier

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"Witnesseth"

## ARTICLE I

### Recognition

- A. The Board hereby recognizes the 4-C Unified Bargaining Association MEA-NEA as the exclusive bargaining representatives, as defined in Section II of Act 379, Public Acts of 1965, for all full-time teachers, regularly employed part-time teachers, guidance counselors, and librarians employed by the Board, but excluding Superintendent, Principal or any other executive personnel. The term "teacher", when read hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organizations other than the 4-C Unified Bargaining Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. The provisions of this Agreement and wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, age, marital status, or membership in or association with the lawful activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin, and to seek to achieve full equality of educational opportunity to all pupils within our district.

## ARTICLE II

### Teacher Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every bargaining unit member employee of the Board shall have the right to organize, to join, and to support the Association for the purposes of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees first that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States and second 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, of his institution of any grievance, complaint or proceeding under this agreement or with respect to any terms or conditions of employment.
- B. The Board and Association recognizes the right of both parties to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, as provided in Sec. 7 of Act 379 of Michigan Public Acts of 1965.
- C. The Association shall have the right to use school facilities for meetings. The Association agrees to abide by the rules and regulations established by the Board for use of school facilities.

The dates must be approved by Administration. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association. Bulletin boards in the staff lounge and teachers' mailboxes shall be made available to the Association and its members.

- D. The Board agrees to furnish the Association with a copy of such public information which may be available concerning the financial resources of the district, tentative budgets and requirements, allocations, and such information which may be necessary to the organization to bargain collectively with the school with respect to wages, hours, and other terms and conditions of employment. The Board further agrees to make available any information legally made available to the public which may be necessary to process any grievance or complaint. The Association agrees that requests for such information will be made in writing through its president or someone designated by him, and that requests will be made sufficiently in advance of their needs so that the school may have ample time to prepare and/or assemble the information. Original records may be examined only at the office of the school.
- E. It is the policy of the Camden-Frontier School that no employee shall be discriminated against on the basis of age. It is recognized, however, that the physical and mental condition of an individual may deteriorate. In order to provide for quality instruction, a teacher may be required by the Board, to submit a statement from a person trained and competent to do so attesting to the teacher's competency to continue teaching. The examination will be conducted by an individual of the Board's choice and the cost of the examination will be borne by the Board. This does not prohibit the teacher or the Association from getting a second opinion with the cost to be covered by the teacher and/or his/her medical insurance program.

### ARTICLE III

#### Board Rights

- 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 and without limiting the generality of the foregoing, and right:
- 1) To the executive management and administrative control of the school system, its properties and facilities, and the activities of its employees in the performance of their duties;
  - 2) To hire all employees and subject them 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 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 aids of every kind and nature;

- 5) To determine class schedules, the hours of instruction, the duties, responsibilities and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.
  - 6) In the event of an emergency, the Board shall have the right to extend the length of the teachers' contract, without additional pay, to provide the required minimum number of instructional days in order to be eligible for State Aid under the laws of Michigan. The following shall be considered as an emergency: mechanical failures, bus breakdown, student and teacher strikes or other conditions which are above and beyond the control of the Board. Teachers need not report on these emergency days.
- 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 judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

**ARTICLE IV**

**Professional Compensation**

1997-1998

<u>STEP</u>	<u>YEARS EXPERIENCE</u>	<u>BACHELOR</u>	<u>MASTER</u>
1	0	\$26,168	\$29,045
2	1	\$27,572	\$30,460
3	2	\$28,981	\$31,876
4	3	\$30,387	\$33,291
5	4	\$31,791	\$34,708
6	5	\$33,200	\$36,122
7	6	\$34,606	\$37,536
8	7	\$36,013	\$38,952
9	8	\$37,419	\$40,367
10	9	\$38,825	\$41,783
11	10	\$40,234	\$43,197
12	11	\$41,639	\$44,614

Longevity \$1,249 2<sup>nd</sup> thru 8<sup>th</sup> year on step 12 BA  
 Longevity \$2,082 9<sup>th</sup> year and up on step 12 BA

Longevity \$1,338 2<sup>nd</sup> thru 8<sup>th</sup> year on step 12 MA  
 Longevity \$2,231 9<sup>th</sup> year and up on step 12 MA

Longevity will be included equally in each pay period (20 or 26 pays).

1,249                  2,082                  1,338                  2,231

Longevity 2-8 yr on BA actual salary	42,888
Longevity 9 <sup>th</sup> yr up on BA actual salary	43,721
Longevity 2-8 yr on MA actual salary	45,952
Longevity 9 <sup>th</sup> yr up on MA actual salary	46,844

1998-1999

<u>STEP</u>	<u>YEARS EXPERIENCE</u>	<u>BACHELOR</u>	<u>MASTER</u>
1	0	\$26,953	\$29,917
2	1	\$28,400	\$31,374
3	2	\$29,850	\$32,832
4	3	\$31,298	\$34,289
5	4	\$32,745	\$35,749
6	5	\$34,196	\$37,206
7	6	\$35,644	\$38,662
8	7	\$37,093	\$40,121
9	8	\$38,542	\$41,578
10	9	\$39,990	\$43,036
11	10	\$41,441	\$44,493
12	11	\$42,888	\$45,952

Longevity \$1,287 2<sup>nd</sup> thru 8<sup>th</sup> year on step 12 BA  
Longevity \$2,144 9<sup>th</sup> year and up on step 12 BA

Longevity \$1,379 2<sup>nd</sup> thru 8<sup>th</sup> year on step 12 MA  
Longevity \$2,298 9<sup>th</sup> year and up on step 12 MA

Longevity will be included equally in each pay period (20 or 26 pays).

1,287          2,144          1,379          2,298

Longevity 2-8 yr on BA actual salary	44,175
Longevity 9 <sup>th</sup> yr up on BA actual salary	45,033
Longevity 2-8 yr on MA actual salary	47,331
Longevity 9 <sup>th</sup> yr up on MA actual salary	48,250



1999-2000

<u>STEP</u>	<u>YEARS EXPERIENCE</u>	<u>BACHELOR</u>	<u>MASTER</u>
1	0	\$27,667	\$30,709
2	1	\$29,152	\$32,205
3	2	\$30,642	\$33,702
4	3	\$32,128	\$35,198
5	4	\$33,613	\$36,696
6	5	\$35,102	\$38,191
7	6	\$36,589	\$39,687
8	7	\$38,076	\$41,184
9	8	\$39,563	\$42,680
10	9	\$41,049	\$44,177
11	10	\$42,539	\$45,672
12	11	\$44,025	\$47,170

Longevity \$1,321 2<sup>nd</sup> thru 8<sup>th</sup> year on step 12 BA  
 Longevity \$2,201 9<sup>th</sup> year and up on step 12 BA

Longevity \$1,415 2<sup>nd</sup> thru 8<sup>th</sup> year on step 12 MA  
 Longevity \$2,358 9<sup>th</sup> year and up on step 12 MA

Longevity will be included equally in each pay period (20 or 26 pays).

	1,321	2,201	1,415	2,358
Longevity 2-8 yr on BA actual salary			45,346	
Longevity 9 <sup>th</sup> yr up on BA actual salary			46,226	
Longevity 2-8 yr on MA actual salary			48,585	
Longevity 9 <sup>th</sup> yr up on MA actual salary			49,528	

B. Insurance

1. Annuity

The Board approved a resolution to allow the employees of the Camden-Frontier School District to avail themselves of the annuity purchase and deferred income taxation provisions of Section 403 (B) of the Internal Revenue Code of 1954 as amended. The bargaining unit member will select which annuity company and the amount to be deducted on or before September 13 of each school year. The amount and the company selected will be changed only in emergency cases during the contract year.

2. Health/Dental/Life/LTD; The Board shall provide the following without cost to the employee:

- a. Plan A with MESSA Care: For employees needing health insurance SUPER CARE 1 with \$100 deductible per family or \$50 per individual  
Long Term Disability: 66 2/3%
- |                  |                                  |
|------------------|----------------------------------|
|                  | Plan I                           |
|                  | \$2,500 maximum                  |
|                  | 90 calendar days modified fill   |
|                  | Freeze on offsets                |
|                  | Alcoholism/drug addiction 2 year |
|                  | Mental/nervous 2 year            |
| Delta Dental:    | 60/50/50: \$1,000                |
| Negotiated Life: | \$5,000 AD & D                   |
| Vision:          | VSP-1                            |

The Board agrees to pay the premium for said coverage and also agrees to reimburse each teacher for the annual deductible provided the teacher submits verification indicating that deductible expenses have been incurred and paid by the teacher. Reimbursement of deductible will be made within five school working days after presentation of verification to the business office. Confidentiality shall be maintained at all times.

b. Plan B: For employees not needing health Insurance

Delta Dental:	60/50/50: \$1,000
Vision:	VSP-2
Negotiated Life:	\$10,000 AD & D
Long Term Disability:	66 2/3%
	Same as above

The balance of the single subscriber health insurance premium amount remaining after deducting the cost of Plan B will be available for cash payment or for MESSA/MEFSA nontaxable options for Plan B participants. This said balance shall not exceed \$1,300 per

year. The Board shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All costs relating to the implementation and administration of benefits under this program shall be borne by the Board. To elect a tax-deferred annuity, the employees shall enter into a salary reduction agreement.

#### C. Deductions

1. Teachers shall sign and return to the office a list of authorized payroll deductions by the end of the preschool orientation period.
2. 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, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions, additional insurance and any other plans or programs jointly approved by the Board and the Association.

#### D. Additional Information on Salaries

1. Length of time: 183 working days for teachers. Each additional work day over 183 in any school year shall be compensated at the rate of .005 (1/2%) of the teacher's base pay.
2. If a teacher is employed above the normal 37 weeks, his salary shall be derived in the following manner:  
A = Number of days worked in addition to the 183 day contract  
B = Salary on the above schedule.  
Salary =  $A/183 \times B$
3. Teachers shall be paid every other Friday. Individual teachers shall have a choice of 20 pays or 26 pays. The individual teachers may make the decision of number of pay periods they wish by the first Monday of the new school year.
4. A teacher with a permanent, continuing, or professional certificate will be paid \$160 per semester hour and \$105 per term hour for courses taken. The Board will pay for a maximum of 3 semester hours per semester during the school year, and unlimited hours during the summer session.
  - a. The courses taken must be in the teacher's major or minor field or in his/her planned course of study as approved by the college or university or in courses otherwise approved by the Superintendent.
  - b. The Superintendent shall be informed in writing of courses to be taken.
  - c. Teachers will be paid after courses have been successfully completed as indicated by their grade slip or transcript showing a total G.P.A. of B or better.
  - d. Teachers will be paid only for hours earned while employed by Camden-Frontier School.

5. Extra Services – For 1997-1998, raise Extra Services dollars per hour pay rate by one dollar (\$1.00): \$8.00 per hour; \$8.25 per hour; and \$13.36 per hour. Raise the listed maximum dollar amount to \$175.00. In subsequent year(s), raise all extra service dollar amounts, including the maximums, by the percentage equivalent to the percentage increase of the teachers' salary scale for that year.

For 1998-1999, Extra Services dollar amounts shall be increased 3.0% as follows:

\$8.24 per hour;	\$8.50 per hour;
\$13.76 per hour;	Maximum: \$180.25

Raise Band Director as follows: An additional .05 (five percent) will be paid to the Band Director if the band also participates in the following events: Farmers Day and Memorial Day parades; District and Junior High Honors Band; Fall and Spring Jr. High Solo and Ensembles; and home basketball games.

A Joint "Extra Curricular Study" Committee consisting of two administrators, the Athletic Director, and two Association members, selected by CFEA, shall conduct a study comparing our extra-services pay schedule (pages 7-8) with the pay for similar coaches and advisors within our athletic conference. This committee shall also review such factors as length of season, number of participants, number of meets/games/contests, and number of hours coaching or directing the activity. However, minority biased factors which, upon conclusion of the study, have a negative impact against females, or a minority group, shall be disallowed to prevent illegal discrimination. Based upon this study, this joint committee shall make a recommendation to the Association and to the Board, by September, 1998, regarding appropriate changes in pay for extra services and appropriate job descriptions for each activity. No committee member shall receive extra pay for his or her work on this study.

Advisors: 12 <sup>th</sup>	.02	
	.05	if alternate Senior Trip and responsible for Smorgasbord.
	.10	if Seniors go to Washington D.C. and responsible for Smorgasbord and athletic concessions.
11 <sup>th</sup>	.02	
10 <sup>th</sup>	\$8.25	(per hour if authorized by the administration. Advisors will be assigned to classes but will not be required to do extra after school activities for 7-8-9-10 grades.)
9 <sup>th</sup>	\$8.25	
8 <sup>th</sup>		
7 <sup>th</sup>		

Fair Booth Committee 1 day release time, and \$8.00 per hour up to a maximum of \$175.00

Elementary Christmas Program \$8.00 per hour up to a maximum of \$175.00

Kdg. Graduation \$8.00 per hour up to a maximum of \$175.00

Driver Education Instructor \$13.36 per hour

Band Director	.08	(An additional .05 (five percent) to the Band Director if the band also participates in the following events: Farmer's Day and Memorial Day Parades; District and Junior High Honors Band; Fall and Spring Jr. High Solo and Ensembles; and home Basketball games.)
Debate	.02	
FFA Advisor	.05	
Knowledge Master	.02	
Play	.05	
Planning and Implementing of new academic programs	.03	
Quiz Bowl	.02	
SADD Advisor	.03	
Swing Choir	.02	

Yearbook Advisor:

- a. If assigned as a class, no additional compensation.
- b. If totally extra-curricular, compensation will be 7%.
- c. If assigned in addition to the regular classroom responsibility during the regular school day as well as before or after school, compensation will be \$8.00 per hour for the time before and after school.

Sports:

Head Football Coach	.11
Assistant Football Coach	.08
Cross Country Coach	.07
Varsity & JV Cheerleading Coach	.06
Junior High Cheerleading Coach	.02
Junior High Volleyball	.04
Head Basketball Coach	.11
Assistant Basketball Coach	.08
**9 <sup>th</sup> Grade Basketball Coach	.05
Junior High Basketball Coach	.04
Head Volleyball Coach	.08
Assistant Volleyball Coach	.05
Wrestling Coach	.08
Competitive Cheer Coach	.03
Baseball Coach	.08
Head Track Coach	.08 per team
Assistant Track Coach with 30 or more athletes	.05
Junior High Track Coach	.05
Junior High Assistant Track Coach	.03
Softball Coach	.08

\*\*9<sup>th</sup> grade basketball compensation shall be at 4% when 12 or fewer interscholastic games are scheduled.

6a. The percentage for extra services for coaching will be applied to the BA level up to seven years of experience, with the exception that all bargaining unit members on the seniority list prior to 8/24/92 will be recognized up to 12 years.

6b. Coaches shall be paid the established additional compensation for coaching in two equal payments.

The first payment will be made on the payroll immediately following the mid-point of the respective season and the second and final payment the first payroll after completion of his/her coaching responsibilities.

7. If a varsity sport in which there is cheerleading is dropped, the cheerleading advisor's salary shall be reduced by 1%. If a junior varsity sport is dropped in which there is cheerleading, the cheerleading advisor's salary shall be reduced by ½%.

8. The Administration will make every effort to find a substitute teacher when any teacher is absent. The staff teacher who is substituting during his/her planning time will receive additional compensation 1/6 of the daily substitute rate for each clock hour the staff teacher substitutes. Librarians, social workers, counselors, LD teachers, Chapter I/Title I teachers, or similar members of the bargaining unit who are not assigned the regular classroom teaching load and who substitute during their working day will also receive this rate for each hour of substituting. Substituting will be on a voluntary basis. In the event of elementary teachers not receiving their minimum of preparation time as stated in Article VI A, they will be compensated at the above rate.

9. Mileage Reimbursement: With prior approval from the Superintendent or his designee, employees who use their personal automobiles for school related business shall be reimbursed for their mileage at the current I.R.S. allowed rate.

10. Upon employing teachers for the first time in this system, the board will allow up to and including 7 years of experience.

E. If the Board is to offer an Early Retirement Incentive to the CFEA, it will do so by April 1 of any school year.

## ARTICLE V

### Teaching Hours

A. The teacher's normal teaching hours in the secondary and elementary schools shall be as follows:

1. Teachers will be in the building no later than 7:45 a.m. to commence their Continuous School Improvement Planning, staff meeting, or grade level/subject area meeting.
2. Teachers of grades 6 through 12 will meet their first class at their assigned place of duty no later than 8:20 a.m. As long as the breakfast program is in effect, teachers K through 5 will

meet students at their classroom at 8:20 a.m. Breakfast team will report to their assigned place of duty at 8:15 a.m.

3. Staff meetings: Meetings will be held only from 7:45 a.m. to 8:15 a.m. unless mutually agreed upon by the Administration and the CFEA President and the Association Representatives for that level. It is understood that should a teacher have a previous commitment, he/she will not be expected to attend the meeting. However, it is the responsibility of that teacher to apprise himself of the information covered at the meeting.
  4. Teachers shall leave school no earlier than 3:20 p.m. without an administrator's permission. Exception: 3:15 p.m. on the last school day of each week.
  5. All professional personnel are expected to conduct themselves in a reasonable manner regarding their scheduled working hours. Excessive cases of delinquency shall be dealt with by the Administration and a separate committee of two (2) from the Association.
  6. On days when school is closed due to inclement weather or road conditions, the Superintendent will make every effort to call off school by 7:00 a.m. The teacher need not report to school. However, subject to current Michigan Law, the snow days will be made up at the end of the year.
- B. All teachers shall have a duty-free, uninterrupted lunch period of not less than 30 minutes.
- C. Forty Hour Work Week

The Board recognizes the principles of a standard forty hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard work week. The Board will not require teachers regularly to work in excess of such standard work week within or outside of the school building.

## ARTICLE VI

### Teaching Load and Assignments

- A. No departure from the following norms, except in case of emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.
1. The normal teaching load in grades 9 through 12 shall consist of a four (4) block daily schedule of eighty-four (84) minute blocks. Teachers shall teach three (3) daily block periods and a daily half-hour seminar. Teachers will be provided one individual planning period block of 84 minutes duration each day (420 minutes or 7 hours in a normal five day work week). Further, each teacher shall be provided a duty-free lunch period thirty (30) minutes each day.
  2. The normal teaching load in grades 6 through 8 shall consist of forty-five (45) minutes of individual teacher planning time each day, in addition to his/her daily thirty (30) minute

duty-free lunch period. Further, forty-five minutes shall be set aside each day for middle level teaming activities.

3. Elementary teachers, grades K through 5, shall have a minimum of 385 (in 1997-98) and 390 (in 1998-99) minutes of non-pupil contact individual teacher planning time per week in a normal 5 day work week. In addition to the "specials" time allocated for the elementary teacher planning time, elementary teachers shall also be provided the thirty minutes allocated for Continuous School Improvement or staff meetings on two (2) specified mornings each week as determined by the teachers at the building level for the additional teacher planning time in order to attain the 385 (390 in 1998-1999) total minutes per week.

The teacher planning time shall be in segments of no less than twenty-five (25) minutes with the exception of recess. Further, each teacher shall be provided a duty free lunch period of thirty (30) minutes each day.

4. Teachers who have a split assignment between the high school and/or middle school and/or elementary school shall have a minimum of 390 minutes of individual teacher planning time per week in a normal 5 day work week. Teachers with split assignments will also be provided the thirty minutes allocated for Continuous School Improvement or staff meetings on a specified morning each week as determined by the teachers at the building level for individual teacher planning time in order to attain the 390 total minutes per week.

The teacher planning time shall be in segments of no less than thirty (30) minutes. Further, each teacher shall be provided a duty-free lunch period of thirty (30) minutes each day.

- B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates of their major or minor field of study.
- C. Teachers who will be affected by a change in grade assignment in the secondary grades will be notified and consulted by their principal of any changes of a teacher's assignment by the last day of school. Any changes after July 1 will be voluntary, except when changes are necessitated by death or unforeseen resignations or leaves of a bargaining unit member.

## ARTICLE VII

### Teaching Conditions

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

#### A. Class Size

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 with the ultimate goal to be 28 pupils per class except in specialized subjects where more or less would be desirable. A teacher of academic subjects in grades K-6 will come under the following class size guidelines:



1. When a teacher has an average class size over 28, that teacher will be reimbursed \$3.00 per membership day per student over the maximum average class size of 28. Reimbursement will be on the second pay in June.

B. Assignment of Students

1. When assigning students for the following year, the Administration will make every attempt to balance classes within an elementary grade level according to the following criteria:
  - a. Number of students
  - b. Gender of students
  - c. Academic achievement including remedial and LD
2. Assignment of students shall only be made after consultation with teachers of both the sending and receiving grades. Parental requests for assignment may be honored, but only for valid educational reasons, and with due consideration to the educational impact on all students in the affected grades.
3. Students moving into the District shall be placed in the appropriate classroom to restore or improve imbalances created by attrition.
4. Class lists shall be published no earlier than one (1) week before the starting date of the school year.
5. For the purpose of computing the class size, any student who is mainstreamed under PL 94-142 as EMI, EI or POHI, shall be counted as two (2).
6. In the secondary grades (7-12) there shall be a maximum average class size of 28 excluding classes such as instrumental or vocal music where a larger class size may be mutually agreed upon. For every student over the average maximum, the teacher will be reimbursed at the rate indicated in A1, above.

Reimbursement shall be based on the numbers of students appearing on grade sheets at the end of each of the six marking periods, and shall be made at the conclusion of each marking period.

- C. All study committees would be appointed at the discretion of the Board. Teacher representation will be honored.
- D. The Board, within the financial capabilities of the District, shall provide appropriate texts, supplies, and materials for the purpose of student instruction. Department meetings can be called at the discretion of either party for the purpose of studying and improving educational methods and tools. The Board shall consider as promptly as possible, all joint decisions thereon made by its representative and the Association.
- E. Each teacher shall be permitted to spend a minimum of \$75.00 per year, and \$4.00 per extra student where the number of students exceeds 28, for supplementary educational materials. All material and bills will be presented to and approved by the Superintendent and will become the property of the grade or department ordered for and will remain in the school.

- F. At any time during the school day, supervision of students is the teacher's responsibility. This includes activities in all school areas such as cafeteria, halls, lavatories, assemblies, and any other school place where students may congregate during the normal school day.
- G. Each teacher shall be provided each Fall with a copy of the District's Code of Student Conduct and a list of alternatives to corporal punishment which the District has determined to be appropriate. It is understood that administrators shall support teacher's supervision of students with administrative disciplinary follow-through upon receipt of a student discipline report. The teacher shall be informed by the next school day of his/her referral, and of the administrator's disposition of the case.
- H. Permission is granted for a vending machine to be installed in the teacher's workroom. Teachers shall assume all costs.
- I. Two Parent-Teacher Conferences shall be scheduled. They will consist of a Thursday afternoon and Thursday evening with no school on the Friday of the Fall conference. The two Thursday evenings will count as one teacher work day.
- J. Release time shall be given for a minimum of two (2) faculty in-service meetings per year.
- K. It is recommended that each Secondary teacher have no more than 3 or 4 different preparations for any given school day. As financial resources become available, efforts will be made to meet this recommendation.
- L. Upon request, provisions shall be made for educational field trips in the elementary and high school within reasonable distance and subject to approval by the Administration.
- M. The Board of Education will provide a telephone in the teachers' workroom for the teachers' convenience with the understanding that the teachers will assume the responsibility for all toll calls plus tax. During the period of this Agreement, the Board agrees to provide teacher workrooms in the 1997-1998 locations. However, every effort will be made to find budgetary monies to provide a large, private, and professionally equipped teachers' workroom.
- N. The Board of Education will provide all classroom teachers with a plan book. Complete teaching plans may be required at the discretion of the building principal. In the event of a teacher absence, the teacher will make adequate lesson plans available to the Administration for the substitute instructor.
- O. In case of teacher violation of this contract, where no formal reprimand is contemplated, the Administration may contact the teacher representative who will handle such complaint. The complaint will be filed with the Association Representative in written form.
- P. Individual contracts shall terminate immediately if the holder's permit, provisional or permanent certificate, expires and is not immediately renewed or if the certificate is suspended or revoked by proper legal authority and at such time as the employing district is able to secure the services of a qualified teacher holding a valid and appropriate provisional or permanent certificate.
- Q. Student teachers shall be assigned only to those teachers who voluntarily accept the assignment.

- R. Release time may be granted for committees, such as the elementary career week, as authorized by the Superintendent.
- S. A committee recommending scheduling of music and elementary band, gym, and library times so that teachers within a grade level have the same prep period will be formed. The meeting of this committee of interested teachers and the elementary principal must be held before the last day of school.
- T. The elementary and secondary School Improvement Teams will meet with the principals prior to the last day of school for the purpose of recommending appropriate and relevant in-service days. This will not limit the Administration from calling in-service days that may be necessary.
- U. Teaching Assignments – All teachers shall be given written notice of their assignment for the forthcoming school year no later than June 1. Such notice shall include building, department(s), grade(s), and a listing of courses to be taught. If a teacher's assignment for the forthcoming school year represents a change in the assignment currently held by the teacher, such reassignment shall recognize the teaching preference(s) of the most senior staff and will only be made upon prior consultation with the affected teacher. In the event that a teacher is given a teaching assignment other than his/her stated preference, upon request the Association and the teacher shall be notified in writing as to the reasons for such denial.

## ARTICLE VIII

### Vacancies and Staff Reduction

- A. The Superintendent will give written notice to the Association's secretary of the vacancies as soon as they occur. Vacancies shall be posted on the teacher's work room bulletin board at least 14 days before being filled. During the summer, the notices of a vacancy shall be included with the teachers' pay checks. Teachers not receiving summer pay checks will be notified by mail. In all cases of professional vacancies the Association President will be notified. The Superintendent will have the right to fill any vacancy or opening that occurs on or after the week before the first teacher work day on a temporary basis for a period not to exceed one (1) year, after which time the regular staff may invoke the bumping procedure.

- B. Transfers

An incumbent, certified teacher will be given the vacant classroom position for which he/she applies within the conditions listed:

Teachers may move within the grade level area in which they are currently teaching.  
Definition of grade level area:

K – 8  
7 – 12

If more than one certified teacher applies for the position, the position will be given to the teacher who has the greatest number of years of service to the system.

An incumbent teacher may be given a position outside of the grade level area which he/she is currently teaching with Administrative approval.

C. Placement shall be with the training of the teacher involved. Any deviation shall be with the approval of the teacher and the Association.

D. All letters of resignation or notice of leave shall be presented to the Superintendent and the Association President.

E. Reductions in Personnel, Seniority and Recall

1. On or before every September 30 the Board shall prepare a seniority list. Seniority is defined as length of service within the bargaining unit. All teachers shall be ranked on the list in the order of their date of signing a contract. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.
2. A copy of the seniority list and subsequent revisions and updates shall be an addendum to the Master Agreement.
3. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, seniority is retained if severance of employment is due to lay-off. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of lay-off.
4. Seniority shall continue to accumulate when teachers are on sabbatical, military, study, parental (maternity) health or personal or Association leave.
5. Lay-off shall be defined as a necessary reduction in the work force beyond normal attrition due to decreased student enrollment or shortage of revenues.
6. Teachers to be laid off for the following school year shall be notified in writing prior to the end of the current school year. No teachers will be laid off during the school year unless it is mutually agreed that an emergency exists. In case of an emergency, teachers to be laid off will be given no less than 60 days notice.
7. Lay-offs, when necessitated, shall be effectuated in the following manner:
  - a. Before the Board makes any reductions in personnel, it will first consult with the Association regarding the effects of such reduction. A list of district staff positions shall be published and posted in each building with a copy to the Association. Such list shall be published and posted prior to the implementation of any lay-off.
  - b. Beginning with the first name on the seniority list, each individual shall be placed in an assignment in the following order of priority:

- (1) Current assignment; if not available then,
- (2) Current grade/department; if not available then,
- (3) Another grade/department; if not available then,
- (4) If no vacancy is available in any grade/ department for which the individual is certified, the individual will then be laid off. Written notification in accordance with the timelines herein provided will be forwarded to affected teacher and the Association.

- c. Qualifications for placement in positions shall be based solely on the valid state teaching certificate(s) or license(s) held by the affected teacher.
- d. Part time teachers shall be given no more than an equivalent part-time assignment until all full time teachers have been placed in full time positions.

Refusal of less than a full time position shall not forfeit the teacher's right to remain on the recall list.

It is understood that reduction in assignment shall be considered a lay-off and the bumping procedure shall be followed.

8. Laid off teachers shall be recalled to the first vacancy for which they are certified in reverse order of lay-off.
9. A laid off teacher shall be considered laid off until he/she is reinstated in the district. Refusal of an offer from the Board of a position for which the laid off teacher is certified, or failure to respond within fourteen (14) days of the receipt of a written offer of a position made by the Board shall be cause for termination.
10. Notification of a recall shall be in writing with a copy sent to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
11. During such lay-off, the teacher's seniority shall remain unbroken and all accrued benefits, including but not limited to accumulated sick leave, shall be reinstated upon recall.
12. A laid off teacher shall, upon application, be granted priority status on the district substitute teacher list.
13. During such lay-off, the teacher shall receive no insurance benefits at Board expense. Only those teachers who have taught the full school year and are subject to lay-off for the following school year shall receive full fringe benefits provided herein during the summer months. Under the provisions of the COBRA law, teachers may elect to continue insurance benefits by paying premiums at the payroll office.
14. No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers with a valid state teaching certificate(s) or license(s) to fill any vacancy which may arise. The

recall list shall be maintained for a period of three (3) years. Thereafter, the teacher on lay-off shall lose his right to recall.

- F. To facilitate a regular means of problem-solving and communication, the District will hold a meeting every month with both of the Local Association Presidents. At this meeting, all parties will come with an agenda of concerns and all parties will actively seek solutions to said concerns. The meetings shall not be held during the contractual working hours of either Association President.

#### ARTICLE IX

##### Leave Pay

Any teacher who is absent because of an injury or disease compensated under the Michigan Workman's Compensation, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness with no subtraction of sick leave up to a maximum of one year, and may be extended thereafter at the discretion of the Board.

#### ARTICLE X

##### Leaves of Absence

###### A. Extended Personal Illness

1. Any teacher whose personal illness extends beyond the period not compensated under Leave Pay shall be granted a leave of absence without pay for a period not to exceed one year renewable at the discretion of the Board.
2. Upon return from this leave a teacher shall be assigned to his/her same position if such position still exists. If the position does not still exist then assignment shall be made to the most nearly comparable position.

###### B. Personal Leave

1. Each teacher shall be allowed three (3) days per year for personal leave. Unused personal leave days may be accumulated up to a maximum of five (5) days or may be turned in at the end of the year for a rebate. The rebate will equal the number of unused day(s) multiplied by the current rate of substitute pay.
2. Request for leave shall be submitted at the earliest possible time and no less than one (1) day in advance of the leave except in extreme emergency.
3. The Superintendent reserves the right to refuse more than three applications for personal leave on one given day. No personal leave days shall be taken contiguous to Thanksgiving vacation, Christmas vacation, or spring recess, except under emergency or extenuating circumstances, as determined by the Superintendent.

### C. Sick Leave

1. Sick leave, not to exceed a total of ten (10) days is granted for the following purposes to each member of the teaching and library staff, under a one hundred eighty-three (183) day (instructional) contract with Camden-Frontier School. Borrowing in advance of the current school year on sick leave days shall not be permitted.
2. List of sick leave purposes:
  - a. Personal illness of such nature as to render a member unfit for service.
  - b. Quarantine of member.
  - c. Critical illness in the immediate family of member. The immediate family is understood to include the following only: A member's spouse, mother, father, brother, sister, son, daughter, grandparents, grandchildren, and in-law relatives in the above listed relationships.
  - d. Death of a relative.
3. Temporary Disability Leaves
  - a. Definition – Any illness or injury which would render a teacher incapable of discharging his/her duties for a period of more than five (5) consecutive working days.
  - b. Any teacher wishing to go on leave for a temporary disability and use sick days must, in all cases where possible, give written notice to the Superintendent one (1) week in advance.

Example: Operation, Pregnancy

- c. The teacher applying for such leave must submit a doctor's statement containing:
  1. The nature of the illness or injury.
  2. That he/she is incapable of carrying out his/her usual duties because of the disability.
  3. The date which he/she can return to work.
- d. A teacher with a temporary disability, who wishes to continue working, may be required by the Board to submit periodically a doctor's statement that he/she can carry out his/her teaching duties in a normal fashion.
  1. The examination will be by the teacher's physician.
  2. The cost of such examination will be paid by the Board.

- e. Any teacher using sick days for temporary disability must return to work if school is in session, within one (1) week after his/her doctor has given permission to return to work or when school starts if it is not in session. If the teacher does not do this, he/she must either resign his/her position or take a leave without pay.
4. At the end of each year such unused portion of the ten (10) sick days shall become accumulative, and may be used by the member at some subsequent time, if need be, for the above purposes. Unused sick leave days may accumulate to 150 days. Teachers having unused sick days accumulated beyond 150 days shall be reimbursed at the current rate of substitute pay per unused day. The number of unused days to be reimbursed shall be determined by the total numbers of sick days above 150 on June 15.
  5. Teachers under contract who are working less than full time are allowed sick leave on a prorated basis.
  6. Teachers who are sick should notify the school principal or his/her designee as early as possible and no later than 6:30 a.m. to enable the school to employ a substitute.
  7. Each staff member shall be provided a statement of his accumulated sick leave.
  8. Accumulated sick leave shall be terminated on severance of employment.
- D. Leaves of Absence with Pay Not Chargeable Against the Teacher's Allowance
1. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
    - a. Time necessary to take the selective service physical examination.
    - b. Attendance at professional meetings, conferences, or school affairs when previously approved by the Superintendent.
    - c. The Association shall be allowed two (2) days to be used at their discretion for Association business. Another six (6) days will be available if the Association pays for the substitute.
    - d. Funeral leave for a relative up to a maximum of two (2) days per year. Relative is defined as mother, father, brother, sister, spouse, son, daughter, grandparents, grandchildren and in-law relatives in the above listed relationships.
- E. Child Care Leave
1. A child care leave shall be granted without pay. The use of paid sick leave is unavailable for utilization by teachers with respect to child care, unless one or more of the conditions for permissible use of sick leave (as currently identified in Article X (c) ) is also satisfied during the period of the child care leave. A



teacher may also request a child care leave under the provisions of the Family Medical Leave Act of 1993.

2. The teacher shall be entitled to return from such leave at any time to the position, if available, or shall be assigned to a suitable or an equivalent position when available. The teacher shall be entitled to a leave of not more than one (1) year.
3. Adoption procedure shall carry the same priority as child care leave.

#### F. Military Leave

1. In times of war, national emergency or compulsory military service, military leave of absence for one military term shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.
2. Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in the active service of the school system.

#### G. Severance Pay

A teacher who leaves the employ of the Camden-Frontier School after fifteen (15) years of service in the system shall receive a sum equal to one-half (1/2) of the unused sick days credited to the teacher's account as of that date, times the current rate of substitute pay, except that any teacher hired prior to January 1, 1980, who would have a minimum of twelve (12) years of service in the system on or before the end of this Agreement would qualify for severance pay under this heading. In the event that a teacher who qualified for this pay dies, said severance pay shall be paid to the teacher's named beneficiary.

#### H. Civic Leave

When a teacher is called for jury service or as a witness in any case connected with the teacher's employment for the school, or whenever the teacher is subpoenaed to attend any proceeding, the school shall pay the difference between his salary and his compensation for jury service or his fee as a witness. These days shall not be deducted from sick leave days or business days.

#### I. Leave Without Pay

No teacher shall take more than one day for the purpose of hunting, fishing, vacationing, other work or for any purpose which does not fall under the emergency category. Absences must be approved in advance by the Superintendent.

#### J. Family Medical Leave

Following one year of employment and upon request, a teacher shall receive up to twelve (12) weeks unpaid Family (or Self) Medical Leave. In conformance with the Family Medical Leave Act, the teacher shall continue to receive his/her usual fringe

insurance benefits, paid by the employer, during this leave. The teacher has the right to return to his/her former position upon conclusion of a Family Medical Leave.

- K. The Board may grant any teacher upon written request, an unpaid leave of absence of up to one (1) year for personal reasons. A written agreement stating conditions for returning will be made between said teacher and Superintendent.
- L. Recognizing that the educational improvement of the teacher is beneficial to the school system and should be encouraged, each teacher shall be allowed to attend seminars and professional workshops, or have in-service training, approved by the Administration. The Camden-Frontier School will pay expenses up to \$75 per conference, plus mileage (or furnish transportation) for a maximum of one (1) conference per teacher per year.

## ARTICLE XI

### Teacher Evaluation

- A. With the exception of probationary teachers and teachers recommended for tenure, the Board and the Association agree to a moratorium on teacher evaluations for the 1997-1998 school year. The current evaluation form shall be used until a new one is ratified. During this time (1997-1998) an "authentic assessment process" for teacher performance will be developed which aligns with the "principles of authentic instruction" provided that the sections listed below are effective immediately and shall be incorporated into the new evaluation process and instrument. It is understood that the new evaluation process and evaluation instrument shall be subject to the ratification process of both parties.
  - 1. Teacher evaluation will be made by classroom visitation by the Administration. Visitations will be made in the first 170 days of the school year. A written Teacher Evaluation Report will be given within ten (10) school days of each visitation of 45 minutes or more. The teacher shall be free to see and discuss the same with the administrator. When an appointment is made between a teacher and an administrator every effort will be made to honor that appointment.

Each probationary teacher evaluation shall consist of at least one (1) classroom visitation of forty-five (45) minutes or more. Each probationary teacher will be evaluated a minimum of two (2) times per year at least sixty (60) days apart. Each tenure teacher evaluation shall be held at least once every three (3) years and shall consist of at least one (1) classroom visitation of forty-five (45) minutes or more.
  - 2. Each teacher shall be notified in writing by September 30, in the year they are to be evaluated and prior to the start of the evaluation process. To begin, the administrator shall hold a pre-evaluation conference with the teacher in order to review the administrator's expectations, to review the Individual Development Plan where applicable, to arrange an observation schedule, and to provide a tentative time schedule for the evaluation cycle completion. An evaluation cycle shall be defined as having: 1) a pre-observation conference, 2) classroom

- observation(s), 3) post observation conference(s), and 4) a written evaluation(s). The completed written evaluation form shall be presented to the teacher at least two (2) days prior to the evaluation conference.
3. Unsubstantiated statements, hearsay, or rumors made by parents, students, or other district employees shall not be included in a teacher's evaluation.
  4. In the event a probationary teacher is not recommended for continuing employment due to professional incompetence, the reasons for non-renewal shall be consistent with the criteria found in the Individual Development Plan and the evaluation instrument (Addendum B).
- B. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. A teacher who disagrees with an observation, evaluation, or recommendation may submit a written answer which shall be attached to the file copy of the observation in question.
- C. 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 discipline or delinquency in professional performance when the same shall be added to his personnel file. 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, provided a meeting can satisfactorily be arranged within 72 hours or the next school day, whichever is later.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any breach thereof shall be subject to the Professional Grievance Procedure hereinafter set forth. The above sections of this article shall be in compliance with the State's existing tenure policy.
- E. It is expressly understood that teachers shall not acquire tenure status in extra curricular positions listed in Article IV, D, 5 of this agreement.
- F. The form used for the purpose of evaluation shall be part of this Master Agreement as Addendum B.
- G. All monitoring or observation of a teacher's work will be conducted openly and with full knowledge of the teacher.
- H. The administrator shall hold a post-observation conference with the teacher for the purpose of clarifying the evaluation. Such a conference shall be held within ten (10) days of the submission of the written report to the teacher.

## ARTICLE XII

### Protection of Teacher

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears to a classroom teacher that a particular pupil requires special attention, it shall be reported immediately to the Administration for investigation and possible action.
- 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 such matter. These requests shall be made in writing to the Superintendent who shall make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board and the extent thereof. The Superintendent's findings shall be reported to the Board whose decision shall be final.
- C. If any teacher is complained against or sued because of disciplinary action taken by the teacher against a student, the Board will provide preliminary legal counsel to assist the teacher, in his defense, provided the teacher has acted within the scope of Board policy.
1. Scope of Board Policy: The Board of Education supports the teachers in all necessary action to maintain discipline in the school, on the premises and at all school activities at home or away. School personnel are responsible and authorized to maintain discipline at all times. The Board of Education does not condone the student(s) questioning or resisting the authority of school personnel. Henceforth, all complaints shall be presented to the Principal, then if necessary, to the Superintendent.
  2. Disciplinary procedures used by the teachers shall follow the policies as set forth in the Code of Student Conduct.
- D. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under Workman's Compensation, shall not be charged against the teacher until such time as he may be adjudged guilty by a court of competent jurisdiction. But in no event will the compensation period extend beyond the current school year. This article shall in no way conflict with the rights of the teacher and the Board of Education under the Michigan teacher tenure act.
- E. The Board of Education will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher due to vandalism in the school or on the school premises, loss of which is not covered by personal insurance.
1. The maximum amount of loss covered shall not exceed one hundred dollars.
  2. In the event of loss in a car, the car must show evidence of forceful entry.

3. In the event of damage to a motor vehicle, evidence must be shown the damage occurred while the vehicle was on school grounds.
- F. Any major complaint by a parent or student directed toward a teacher shall promptly be called to the teacher's attention.

## ARTICLE XIII

### Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information, and otherwise constructively considering and resolving any such matters.
- B. In the event the salary schedule is re-opened for negotiations by either party, if and when provided in this agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. In the year in which the contract will expire the parties will start the negotiations process no later than March 1, for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiation, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.
- E. The parties recognize that principals, the Superintendent and other supervisory, administrative and executive officials are excluded from the bargaining unit. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any such supervisory or executive officials because of any decision, actions, or statement made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement, or the educational policies of the Board. The Board and the Administration agrees that they will neither take nor threaten to take any reprisals, directly or indirectly, against the Association nor any member thereof because of any decisions, actions, or statements made either personally or in the course of their official duty relative to collective bargaining.

## ARTICLE XIV

### Professional Grievance

- A. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties, both agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently.
- B. Grievance is to mean a claim that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or written Board policy relating to wages, hours, terms, and conditions of employment. The Grievance form shall be an Addendum to this contract.
- C. The number of days indicated at each level are a maximum and every effort should be made to expedite the progress. The time limits may be extended by mutual consent. Days shall be defined as work days.
- D. Any teacher or group of teachers may be represented at all meetings and hearings at any level of the grievance procedure by a designated Association representative. Should a teacher choose not to be represented by the Association, the Association's representative shall have the right to present and to state the Association's views at all stages of the grievance procedure.
- E. Step 1:
1. Within ten (10) days of the alleged violation, a teacher (or teachers) with a grievance shall present the grievance, in writing, to the principal.
  2. The teacher ( or teachers) may present the grievance individually, together with the Association Representative, or through the Association Representative.
  3. In the absence of the principal, the grievance must be presented in writing to the Superintendent.
  4. Within five(5) days of the receipt of the grievance, the principal will:
    - a. meet with the grievant ( and Association Representative) ; and,
    - b. provide a written response to the grievant.
- Step 2:
1. If dissatisfied with the response, the grievant may present the grievance within five (5) days of the principal's response, to the Association's Professional Rights and Responsibilities Committee (PR&R Committee) which shall serve as the Association's grievance committee.

2. Within five (5) days of receipt of the grievance, the PR&R Committee shall present the grievance to the Superintendent, with their determination as to the legitimacy of the grievance recorded thereon. (The grievant shall be notified by the PR&R Committee as to their position on the grievance; if they do not believe that the grievance has merit, the grievant may continue to process the grievance on his/her own).
3. Within ten (10) days of the receipt of the grievance, the Superintendent shall:
  - a. Hold a grievance hearing with the grievant, principal, and the PR&R Committee and/or Association Representative; and
  - b. Provide a written response to the grievant.

- Step 3:
1. If dissatisfied with the response, the grievant may present the grievance to the Board of Education, via the PR&R Committee. The grievance will be given to the Superintendent within five (5) days of his response to the grievance, and he shall include the grievance as an action item at the next regularly scheduled meeting of the Board of Education.
  2. The grievant shall be represented by the Chairperson of the PR&R Committee and the Chairperson of the Association's Negotiations Team.
  3. A written response will be provided to the grievant within ten (10) days of the hearing of the grievance by the Board.

Step 4: If dissatisfied by the response, the Association may submit the grievance to arbitration before an impartial arbitrator.

1. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.
2. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
3. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
4. The fees and expenses of the arbitrator shall be shared equally by the parties.

#### F. Miscellaneous

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

2. All documents, communications, and records, dealing with a grievance shall be filed separately from the personnel files of the participants.
3. Access shall be made available to all parties and records for all information necessary to the determination and processing of the grievance except confidential records furnished by outside sources.
4. A teacher or a group of teachers directly involved and the representative participating during the school day in any professional grievance negotiation, including mediation, shall be released from regular duties without loss of salary.

## ARTICLE XV

### Miscellaneous Provisions

- A. All future individual teacher contracts shall be made expressly subject to the terms of the agreement or any subsequent agreement covering the same school year as the individual contracts. The provisions of this agreement shall be incepted into and be considered part of the established policies of the Board.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed and hereafter employed by the Board.
- C. If any provisions of this Agreement or any application of the Agreement to any employee, group of employees, or employer 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.
- D. Any teacher 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 an amount up to the amount of dues uniformly required to be paid by members of the Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as hereinafter provided ("Association Dues or Fees and Payroll Deductions"). In the event that a teacher shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as hereinafter provided, the Association shall have the right to collect the fee in an action at law.
- E. The Board agrees to deduct Association dues, assessments and contributions in ten (10) equal monthly payments throughout the school year and to promptly transmit the dues to the party designated by the Association.
- F. The Board and/or its agents agree to meet with Association officers annually for the purpose of clarifying the ensuing year's calendar. Orientation days, record days, parent-teacher conferences as well as other variables will be mutually inserted into the calendar.



- G. Copies of this Agreement between the Camden-Frontier Board of Education and the 4-C Unified Bargaining Association, MEA-NEA shall be printed at the expense of the Board within thirty (30) days after ratification and presented to all teachers now employed and hereafter employed. Further, that the Board shall furnish ten (10) copies of the Master Agreement to the Association for its use.
- H. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to continue employment of its employees in such consolidated districts.

## ARTICLE XVI

### No Strike Clause

The Association recognizes that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan) by teachers are contrary to law and Public Policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this agreement, it shall not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or any group of teachers.

## ARTICLE XVII

### Mentor Teacher

- A. In accordance with the Michigan School Code (380.1526), each bargaining unit member in his/her first three (3) years in the classroom shall be provided a mentor teacher. In no instance will an administrator serve as a teacher mentor. The mentor shall be selected by the Administration from a list of tenured teachers in the district who have indicated an interest in mentoring and who meet the criteria of the Department of Education publication, "Guidelines and Recommendations for the New Teacher Induction/Teacher Mentoring Process in Michigan." Teachers in the district will not be forced to be mentors. Every effort will be made to match mentor teachers and mentees who work in the same building and who have the same area of certification. Where possible, the mentor teacher and the mentee shall be assigned common preparation time. If there is an insufficient number of mentor teachers, retired teachers or college professors may serve as a mentor teacher provided that he/she shall be paid at the rate listed in Section C below.
- B. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentoring assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. It is understood that the mentor-mentee relationship shall be confidential and shall not be a matter included in the evaluation of the mentor teacher nor of the mentee. Neither the mentor nor the mentee shall be permitted to participate in the evaluation of the other. The job description for mentors shall be in accordance with the

Michigan Department of Education publication, "Guidelines and Recommendations for the New Teacher Induction/Teacher Mentoring Process in Michigan."

- C. The mentor teacher assignment shall be for one (1) school year subject to review by the mentor teacher and mentee in April of each school year. The assignment may be renewed in succeeding years upon concurrence of the mentor, mentee and the Administration. The mentor teacher shall be paid four hundred dollars (\$400.00) per mentee, per school year.
- D. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching.

ARTICLE XVIII

Duration of Agreement

This Agreement shall be effective as of August 15, 1997 and shall continue in effect until the 15<sup>th</sup> day of August, 2000. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

BY Ned Wyse  
President

BY Clinton R. Slusher  
Secretary

Date Signed 6-30-98

4-C UNIFIED BARGAINING ASSOCIATION

BY Patricia A. Ross  
President

BY Paula A. Briner  
Secretary

Date Signed June 4, 1998

BY Judith K. Vance, MEd  
MEA Uniserv Director

BY Cynthia P. Moore  
Local President

Board:

Clinton Slusher  
Ned Wyse

Association:

Paul Briner  
Cynthia Moore  
Dorothea Finegan  
Cindy Lutz  
John Moody  
Mike McConnell  
Ruth Anne Bonnau  
Linda Shiffler  
Brian Eves  
Kelly Cook

GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_ School District \_\_\_\_\_

Distribution of Form

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

Grievance Report  
Submit to Principal in Duplicate

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Building	Assignment	Name of Grievant	Date Filed
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Step I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Statement of Grievance \_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Note: Continued

Step II

A. Date Received by Superintendent or Designee \_\_\_\_\_

E. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

F. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Step III

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Step IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Note: All provisions of Article \_\_\_\_\_ of this Agreement dated \_\_\_\_\_, 1997-2000, will be strictly observed in the settlement of grievances.

CAMDEN-FRONTIER SCHOOL DISTRICT  
TEACHER EVALUATION REPORT – NARRATIVE

TEACHER \_\_\_\_\_ DATE \_\_\_\_\_

SUBJECT(S) \_\_\_\_\_ OBSERVATION TIME \_\_\_\_\_

RATING SCALE: 3-exceeds expectations 2-fulfills expectations 1-does not fulfill expectations

I. OBSERVATION RECORD:

- A. TOTAL SCHOOL PROGRAM: (Suggested areas of concern are relationships with other staff members, follow-through on assigned tasks, submission of materials, punctuality, attendance, attitude and behavior, flexibility, relationships with students and parents, extra-curricular responsibility, etc.)

\_\_\_\_\_  
3                      2                      1  
\_\_\_\_\_  
\_\_\_\_\_

COMMENTS:

B. CLASSROOM PERFORMANCE:

1. PLANNING AND PREPARATION: (Suggested areas of concern are knowledge of subject, method of presentation, attention to detail, meaningful activities, organization of materials, etc.)

\_\_\_\_\_  
3                      2                      1  
\_\_\_\_\_  
\_\_\_\_\_

COMMENTS:

2. MANAGEMENT AND CONTROL: (Suggested areas of concern are attention to special needs, reinforcement of acceptable behavior, methods of altering behavior, rapport with students, grading and attendance records.)

\_\_\_\_\_  
3                      2                      1  
\_\_\_\_\_  
\_\_\_\_\_

COMMENTS:

3. PHYSICAL APPEARANCE: (Suggested areas of concern are bulletin boards, housekeeping, desk cleanliness, etc.)

\_\_\_\_\_  
3                      2                      1  
\_\_\_\_\_  
\_\_\_\_\_

COMMENTS:

- II. COMMENTS AND RECOMMENDATIONS: (Suggestions for improvement will accompany any problem areas which are noted.)

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\_\_\_\_\_  
DATE                                      TEACHER                                      ADMINISTRATOR

The teacher's signature indicates the report was received; it does not necessarily denote agreement with every factor of the evaluation. The teacher has the right to attach a statement to this evaluation if the teacher disagrees with factors included in this report.

(Check one) The Teacher's performance is

\_\_\_\_\_ Satisfactory  
\_\_\_\_\_ Needs Improvement  
\_\_\_\_\_ Unsatisfactory

SENIORITY LIST DECEMBER 2, 1997

Paul Briner	07/06/64
Dorothea Finegan	05/20/66
Marilyn Pontius	05/25/67
Ken Vallieu	09/03/68
Rob Lutz	08/02/71
Cindy Lutz	01/24/72
Ruth Anne Bonnau	07/10/72
Moreen Bailey	06/18/73
Angela Gautsche	10/12/76
Linda Shiffler	05/10/77
JoAnn Cooper	10/10/77
Marvin Daglow	07/14/80
Cynthia Moore	12/20/82
Elizabeth Dillon	07/01/85
Kelly Cook	08/19/85
Lesa Laser	08/19/87
Chris Brown	01/19/88
Dawn Follis	08/02/90
Dave Follis	06/17/91
Brian Eves	07/15/91
Mike McConnell	07/13/92
Janet Lane	08/17/92
Brad Bohner	11/09/92
Gerri Newell	08/23/93
Marge Scott	06/20/94
Shelly McNeil	06/20/94
John Moody	06/30/94
Renee Walkup	08/29/94
Sara Traxler	01/23/95
Robert Hamblin	07/21/95
Lonnie Hopkins	08/11/95
Barbara Balbo	08/14/95
Carol Kelley	08/31/95
Amy Ash	02/19/96
Robin Boswell	07/02/96
Keith Rushing	07/02/96
Denise Gendron	07/16/96
Lance Horwath	08/26/96
Marilyn Grasse Brubaker	12/09/96
Andrew Brown	06/26/97
Rebecca Fowler	06/26/97
Amy Nicholls	06/26/97
Natasha Montgomery	06/26/97
Jennifer Bever	07/21/97
Marilyn Dauer	07/21/97
Mary Jane Holcomb	07/29/97
Alyson Merillat	08/19/97



1997-1998 CALANDAR

New Teacher Orientation.....	August 23	NEED NEW DATES
Teacher Orientation.....	August 26	
First Day of School.....	August 27	
Labor Day (No School).....	September 2	
Fair Day (No School).....	September 23	
First Marking Period Ends.....	October 11	
Parent/Teacher Conferences.....	October 17	
No School.....	October 18	
½ Day School-In-service.....	November 6	
Second Marking Period Ends.....	November 6	
Thanksgiving Vacation (No School).....	November 28 & 29	
Christmas Vacation (No School).....	December 23	
School Resumes.....	January 6	
First Semester Ends.....	January 17	
Record Day (No School).....	January 20	
½ Day of School-In-service.....	February 5	
Fourth Marking Period Ends.....	February 28	
Parent/Teacher Conferences.....	March 27	
Good Friday (No School).....	March 28	
Spring Break (No School).....	March 31	
School Resumes.....	April 7	
Fifth Marking Period Ends.....	April 18	
Memorial Day (No School).....	May 26	
Last Day of School (Subject to make-up days).....	June 4	