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8/15/99



Master Agreement

**with
Cassopolis
Public Schools
and the
SMEA - MEA - NEA**

Cassopolis Public Schools

1997 - 1999



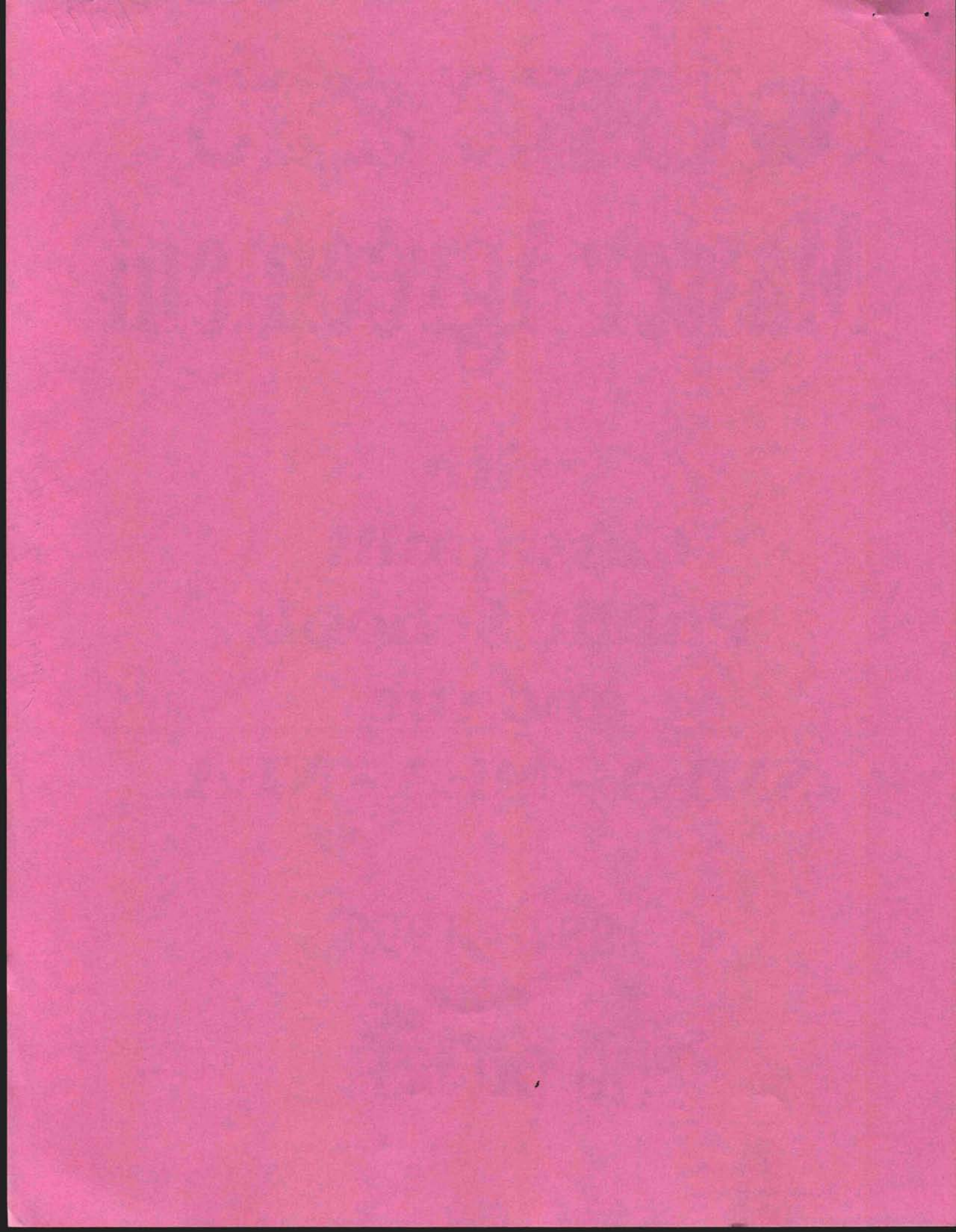


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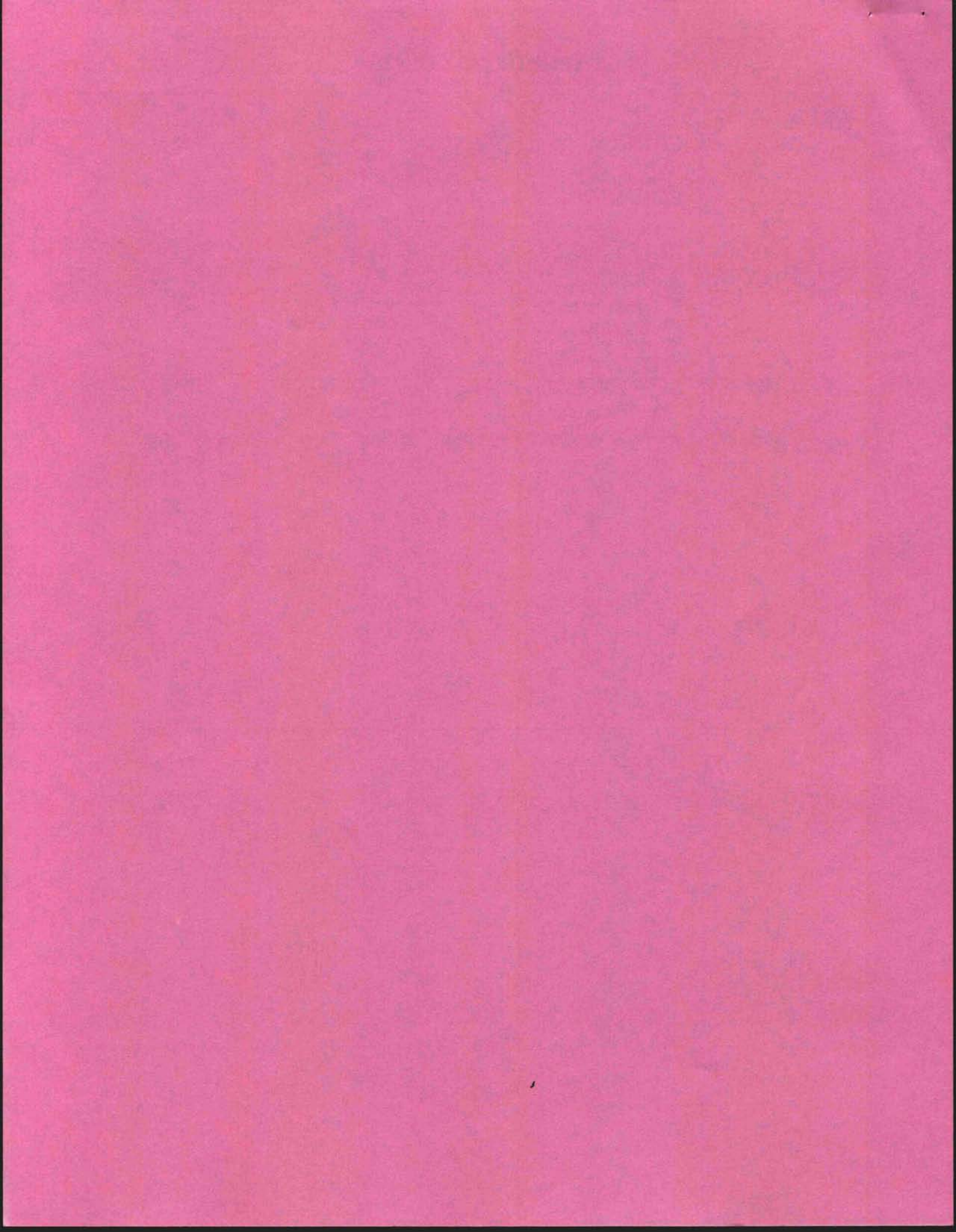
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COLLECTIVE BARGAINING AGREEMENT

This Agreement made as of the date hereinafter set forth by and between the Cassopolis Public School District, Cassopolis, Michigan, acting by and through its Board of Education (hereinafter called the "Board") and the Southwestern Michigan Education Association/Michigan Education Association (hereinafter called "SMEA") and its affiliate, the Cassopolis Education Association (hereinafter called the "Association") which will administer this Agreement.

ARTICLE I

PURPOSE

Section A: The purpose of this Agreement is to set forth the wages, hours and other conditions of employment for the members of the bargaining unit, which shall prevail for the duration of this Agreement.

Section B: The parties recognize their obligation to bargain pursuant to Act 336, Public Acts of the State of Michigan of 1947, as amended.

ARTICLE II

RECOGNITION

Section A: The Board recognizes the SMEA as the exclusive bargaining representative for all teaching personnel, including persons teaching under special permit authorized by the State Board of Education pursuant to Public Act 25 of 1990, excluding supervisory and executive personnel, school psychologist, vocational education director, and director of adult education. The Board further agrees that for the duration of this Agreement, it will not recognize or bargain with any entity other than the SMEA with respect to the compensation and working conditions of the teachers.

The District shall notify the SMEA that no certified teachers are available in respect to Public Act 25 of 1990.

Section B: It is agreed by the Board and the Association that neither shall discriminate against any teacher because of race, creed, sex, nationality, religion, nor shall they discriminate against any teacher because of his exercising rights reserved to him under State or Federal Law.

Section C: In accordance with the terms of this Section, each bargaining unit member within 30 days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.

Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

Service Fee Payers. Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

Non-payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

Should involuntary payroll deduction become legally disallowed, the Employer shall, at written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Section is just cause for discharge from employment.

Payroll Deduction. Upon written authorization by a bargaining unit member or pursuant to paragraph 4 of this Section, the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. Following the receipt of the written authorization from the bargaining unit member or the Association, the deductions will be made in equal amounts from the second paycheck of the month, beginning in September and continuing through June. Moneys so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

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

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

Other Deductions. 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 MESSA programs not fully Employer-paid, credit union, savings bonds, annuities, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.

Section D:

The Board and the Association recognize that every teacher shall have the right, pursuant to the Michigan Employment Relations Act, to freely organize, join and support an organization for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board and Association undertake and agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws, that they will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in an organization, participation in any activities of that organization or collective professional negotiations with the Board or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE III

BOARD RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall be limited only by the express provisions of this Agreement and shall remain in full force and effect, unless changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall be limited only by the express provisions of this Agreement and shall remain in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 336 of the Michigan Public Acts as amended. Rights reserved exclusively herein by the district which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees in compliance with the express terms of this Agreement.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including all aspects of instruction, automation thereof or changes therein, the institution of new

and/or improved methods or changes therein limited only by the express terms of this Agreement.

5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions in compliance with State and Federal statutes.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria limited only by the express provisions of this Agreement and in compliance with all State and Federal statutes.

ARTICLE IV

TEACHER'S RIGHTS

Section A: All rights granted to teachers hereunder shall be in addition to those provided by Federal and State statutes.

Section B: Each teacher shall have the right to review the contents of his personnel file by the end of the work day following his request. A representative of the Association may, if the teacher so desires, accompany the teacher during such review. No material, except for statistical information, may be placed within a teacher's personnel file without the teacher being informed prior to or at the time the material is being placed therein. The teacher will be given the opportunity to file a response thereto, which response shall be attached to the original material.

Section C: The parties support the principle of continuing training of teachers and participation by teachers in professional organizations in the areas of their specialization. Teachers who desire to attend selected professional conferences and who have received the prior approval of the administration will be paid actual reasonable expenses for travel if by public conveyance, meals, lodging, and registration fees when bills are submitted to the business office for payment. If a teacher uses his own car, he will be paid at the established mileage rate for the District. When two (2) or more teachers are attending the same meetings, travel expenses will be allowed for only one (1) car unless there are unusual circumstances in the judgment of the administration. Teacher attending such conferences and meetings will be granted sufficient leave time without loss of compensation. Teachers will upon request submit a written report regarding such conferences.

Section D: The Board and the Association recognize that the ability of pupils to progress and mature academically is a shared result of school, home, economic, and social environment.

Section E: Academic Freedom

1. Both the Employer and the Association recognizing the importance of seeking to inspire students to develop respect

for truth, a recognition of individual freedom, social responsibility and the democratic tradition and an appreciation of individual personality are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint. No special limitations shall be placed upon study and investigation of facts and ideas concerning man, human society, the physical and biological world or other branches of learning within curriculum guidelines. Unresolved issues related to course content and curriculum will be brought before the Instructional Council for resolution. Any decision made by the Instructional Council may be appealed to the Board of Education.

2. Bargaining unit members may choose appropriate supplemental materials and generally accepted teaching techniques consistent with the educational goals and objectives of the Board of Education. All instructional materials, methods, lesson plans, other creative or decorative materials, written, composed, created or devised by a bargaining unit member during his/her employment and paid for by the district shall remain the property of the district unless mutually agreed.

Section F: All teacher evaluations, both probationary and tenure, shall be conducted in the following manner:

1. CLASSROOM OBSERVATIONS:
 - a. An administrator must observe a teacher in the classroom. At least every other year, one (1) observation will be made between the 10th and 145th school day for tenured teachers. Every year, probationary teachers will have one (1) observation between the 10th and 90th school day and a second observation between the 60th and 130th school day. Each observation shall consist of a pre-observation conference prior to a scheduled observation of at least fifteen (15) minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

- b. A meeting will be held with the teacher within five (5) school days after each observation.
- c. Should the administrators desire an additional visit for the purposes of evaluation, they may conduct an unscheduled observation within the time lines in (a.) above.

2. WRITTEN EVALUATION:

- a. A written evaluation will be given to teachers being evaluated no later than the 150th school day. There must be a conference between the teacher and the administrator within five (5) working days following the receipt of each written evaluation. Such conferences are for the purpose of clarifying differences of opinion, suggesting the areas of improvement, restating areas of strength, counseling areas of weakness and assisting in the formation of professional growth.
 - b. At the request of the teacher, principal, or the superintendent, a second conference will be held within five (5) working days of the conference described in subsection 2. a. above, for the purpose of again reviewing the evaluation. If the teacher desires, he may have an Association representative or teacher of his choice present at this conference. The conference shall provide a basis for specific comments and discussions of strengths and weaknesses and suggestions for future growth as well as the development of ideas and plans for the present.
3. Should the teacher desire an additional classroom visit, conference, and written evaluation, said teacher can request this in writing within ten (10) school days of the last conference and written evaluation by the administrator.

Section G:

Any complaint made against a teacher by a non-administrator of the Cassopolis School District may be called to the teacher's attention at the administration's discretion, except that:

- 1. If the administration feels that any written complaint might become part of a teacher's personnel file, the administrator will notify the teacher of the complaint within five (5) school days of its receipt.

2. Within five (5) school days after such notification, the teacher may request a conference with the administrator and request the presence of an Association representative if he desires.
3. The administration may, at its discretion, require the presence of the complaining party at said conference. If the teacher requests such a conference, no material will be placed in the teacher's personnel file until after the conference has been held.

Section H:

Teachers who will be affected by a change in grade or building assignment in the elementary school grades and by change in subject or building assignment in the secondary grades will be notified and consulted prior to June 30.

1. Any change from this assignment will be brought to the attention of the teacher as soon as it comes apparent that a change will be made. Such change cannot be made until all attempts have been made to notify and consult said teacher.
2. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers should not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates.

Section I:

1. Any case of physical assault upon a teacher while the teacher is on official legitimate school business shall be reported within seventy-two (72) hours to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault, and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. The Board's obligation toward the above matters shall not exceed three hundred (\$300) dollars.
2. In the event of destruction of a teacher's personal property directly attributable to the performance of his legitimate official school business, the teacher may, within seventy-two (72) hours of such event, petition the Board through the Superintendent for consideration of remuneration. The decision of the Board as to the extent of its obligation shall be final.

3. It is expressly understood that the above obligations of the Board do not apply in incidents where the teacher was either proven negligent or acting outside of the rules and regulations of the District.

Section J: A teacher, at his request, shall be entitled to have present an Association representative when any discipline is being exercised under this Agreement. No action shall be taken with respect to that teacher until such representation is present. Except in cases of emergency, the teacher shall have no more than two (2) school days to obtain an Association representative of his choice.

Section K: Discipline of Teachers

1. No teacher shall be disciplined without just cause.
2. The Board subscribes to a policy of progressive discipline which may include verbal warning, written warning, reprimand, suspension, with discharge as a final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.

Section L: If a teacher is requested by an administrator to substitute during his/her preparation period, he/she shall be paid at a rate of \$12.00 per hour prorated based on the class period length.

If teachers are requested by an administrator to take another class or portion thereof for an absent teacher for any part of a day, they will be paid a prorated portion of the amount paid to a regular substitute teacher.

ARTICLE V

ASSOCIATION RIGHTS

Section A: The parties agree that every employee suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 1231 of the School Code (MCLA 380.1231, MSA 15.41231) and that every such contract shall contain the following:

"This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Employer and the exclusive bargaining representative of teachers and other employees who are members of the teacher bargaining unit employed by the Employer. The terms of such collective labor agreement are incorporated herein and by accepting and signing this contract, I agree to be bound by all such terms, including provisions of Article V."

Section B: The Board and the Association agree to make available to each other upon written request of one of its executive officers (to be named) all material of a public nature, and that information which the Association is entitled to by law.

Section C: When the Board determines that an instructional vacancy exists, the Superintendent shall notify the Association or the SMEA within five (5) working days of such determination. Such notification shall be made by telephone, certified mail or personal contact. Opportunities shall be provided for teachers to express their desire to fill such vacancy for a period of ten (10) work days after the receipt of the notice by the Association or the SMEA.

Teachers wishing a change in subject or grade assignment or building will notify the administration of their desire by the end of each school year. Such teachers shall be given first consideration in the filling of any vacancies which arise in the positions in which they have expressed interest. However, the decision of the Board in filling such vacancies will be final.

During the summer recess, the Board may fill any vacancies which arise within the thirty (30) calendar day period prior to the first day of

scheduled classes without observing the ten (10) work day posting period, provided that the Association is given prior notification except that no vacancy posted prior to the said thirty (30) day period shall be posted for less than ten (10) working days, except by mutual agreement between the parties.

Section D: Extra Duty Vacancies

1. When the Board determines that an extra duty vacancy exists, the Superintendent shall notify the Association and post the vacancy for ten (10) working days. Teacher applicants from within the district will be interviewed and evaluated. A teacher within the district who meets the qualifications will be selected. Should no teacher meet the qualifications, the position will be re-posted. The district may then select the best qualified applicant from within or outside the district.
2. Positions held by non-teaching and teaching personnel need not be re-posted until there is a vacancy.
3. Evaluation of head coaches shall be conducted by the Athletic Director. Evaluation of assistant coaches shall be conducted by the Athletic Director with input from the head coach.
4. The content of any evaluation is not grievable.
5. Should a teacher leave the bargaining unit during the school year, they may remain in the coaching position at the discretion of the Board.

Section E: The Association shall have the right to use the school buildings and facilities, typewriters, mimeographing machines and other duplicating equipment provided that such use is cleared with the building administrator. The Association will furnish its own supplies.

Section F: The SMEA shall have the right to post notices of activities and matters relating to SMEA business on teacher bulletin boards in the teacher lounges. All material to be posted shall contain nothing of a defamatory nature.

Section G: The SMEA may use the regularly established district mail service and teacher mail boxes for communication of SMEA business to teachers,

provided nothing of a defamatory nature is transmitted therein. All material placed in the District mail shall be signed by an official of the SMEA.

Section H: The Board agrees that prior to the effective date of any rules or personnel policies established by it relating to salary, hours and working conditions of teachers, it shall give the Association reasonable notice of any such rule or policy. Such notification shall be given to afford the Association the opportunity to consult with the Board as to the same before its effective date.

Section I: The first Wednesday of each month shall be reserved for Association executive meetings. The third Wednesday of each month shall be reserved for Association general meetings. Members shall be allowed to leave their buildings in sufficient time to attend Association meetings which shall not start earlier than ten (10) minutes after the dismissal of the latest building.

Section J: Teachers shall not be required to report in advance of the regular reporting date for teachers according to the adopted school calendar, nor be required to remain after the regular closing date for school according to the school calendar, unless mutually agreed to by the teacher and the Board or by the Association and the Board. Compensation shall be pro-rated on the basis of the teacher's current salary, unless otherwise indicated in this Agreement.

Section K: The President of the Association may use his/her conference or planning period to conduct the bargaining unit's business without loss of pay or other benefits, provided it does not interfere with his/her assigned duties and responsibilities with the District.

Section L: Authorized representatives of the Association whose names shall be submitted to the Superintendent and building principal in advance, shall be permitted to transact official Association business related to this contract under conditions which will not interfere with nor impair a teacher's assignment or the normal operation of the school.

Section M: Copies of this Agreement entitled "Professional Agreement between the Cassopolis Public Schools and the SMEA-MEA-NEA" shall be printed at the expense of the Board within thirty (30) days or as soon thereafter as possible after the Agreement is signed and presented to all regular full time teachers now employed or hereafter employed. Further, that the Board shall furnish ten (10) copies of the master agreement to the Association for its use.

Section N:

At the beginning of the school year, the Association shall be credited with four (4) days to be used by the Association officers with the approval of the Superintendent. The Association agrees to request such days no less than three (3) calendar days in advance and shall pay for the cost of the substitute.

ARTICLE VI

TEACHING CONDITIONS

- Section A:
1. Classroom Teachers. The normal work week of thirty-five (35) hours for full-time teacher regularly assigned as K-12 classroom teachers shall include:
 - a. Twenty-five (25) hours of classroom teaching or supervised study per week;
 - b. Five (5) hours of preparation per week; and
 - c. Five (5) additional hours of student supervision, preparation, or conference time, provided that elementary teachers in grades one (1) through five (5) shall have two (2) uninterrupted preparation periods per day of at least fifteen (15) minutes each, which periods may, in the discretion of the principal, coincide with the student's recess period.

Elementary teachers shall have no noon hour supervision of students. Elementary teachers will supervise any students that they "keep in", but not those who bring in an excuse to stay inside.

Secondary teachers shall not be required to supervise students during noon-hour.

Secondary teachers shall have a thirty minute uninterrupted lunch period and a minimum of 40 minutes uninterrupted preparation period.

2. Other Teachers. The normal work week for full-time guidance counselors, speech therapists, librarians, physical education instructors and others engaged in activities involving special instruction shall be substantially equivalent to the work week of teachers at the grade level or levels to which assigned.

3. Part-time Teachers. The normal work week for part-time teachers shall be adjusted on an individual basis in accordance with the number of hours employed and the duties assigned.
4. Lunch Period. Each full-time secondary teacher shall have an assigned, duty-free lunch period of thirty (30) minutes, such lunch period shall be scheduled between 10:15 AM and 1:15 PM.

Each full-time elementary teacher shall an assigned, duty-free lunch period of forty (40) minutes, provided, however, that the duration of the lunch period may be reduced to not less than thirty (30) minutes with the consent of the teacher and provided further that, except as a teacher shall otherwise agree, such lunch period shall be scheduled between 10:15 AM and 1:15 PM.

Section B: On Fridays and on days preceding holidays or vacations, the teacher's day shall end at the end of the pupil's day.

Section C: Teachers shall be at their buildings on days when students are not in attendance at the regularly established time and shall not leave the building except for a sixty (60) minute lunch period until the end of the established time. Teacher record days shall be reserved basically for working on records and teaching materials, with one (1) hour which may be used for administration meetings.

Section D: Extracurricular activities may begin immediately after the close of the pupil's regular school day provided arrangements have been made with the principal for the teacher to fulfill his regular obligations in Section A.

Section E: Hours in Section A are mandatory, provided that the building principal may excuse a teacher earlier for a specific purpose.

Section F: Teachers, unless excused by the principal, will attend all meetings called by the administration. Teachers will have forty-eight (48) hours notice prior to such meetings except in cases of emergency. A limit of four (4) hours per month will be allowed.

Section G: The Board shall make available, whenever possible, in each school building, a lunchroom, rest room, and lavatory facilities exclusively for teacher use. At least one room, appropriately furnished, shall be reserved for use as a faculty lounge.

Section H:

The Board agrees to provide the following whenever possible:

1. Typewriters, duplicating machines and necessary materials to aid teachers in preparation and presentation of instruction.
2. Paved accesses and parking facilities and an area to be reserved near each building for the loading and unloading of materials and equipment.
3. Telephone facilities for professional and/or other reasonable purposes. Teachers are to pay for any personal toll calls. Telephones should be used at times when the use thereof does not interfere with the teaching assignment except in case of an emergency. If the call is confidential in nature, the principal shall make a phone available that may be used privately. In the event this privilege is abused, the building principal shall take steps necessary to correct the abuse.
4. A desk for each classroom teacher.
5. Space which can be locked shall be provided for teacher's personal articles.
6. Storage space in each classroom and/or building for instructional materials.
7. A "teacher edition" when practicable, or a copy of each text used in the subject matter a teacher is assigned to teach.

Section I:

All teachers are required to prepare and keep up-to-date records of their students' progress, lesson plans, and such other necessary records and/or information as may be required. Cumulative records shall be kept up-to-date. Building principals may request at any time that all of a teacher's records be delivered to the principal's office for inspection and verification as soon as teaching responsibilities permit.

Section J:

The assignment of duties to non-certified employees shall be the responsibility of the principal. The assignment of such employees to a classroom, study hall, library, cafeteria, playground or any other area over which a teacher has primary responsibility will be made after the building principal has conferred with the teacher or teachers who are charged with the supervisory responsibility of the students. In the event a non-certificated employee interferes with a teacher in the

execution of his responsibilities, the teacher shall notify the building principal of the interference and as soon thereafter as is reasonably possible submit a signed written report of the incident setting forth all the facts and the teacher's recommendation.

Section K: The Board recognizes that the pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees that where in its judgment, smaller classes will enhance the learning opportunities of the pupils, it will continue its efforts to maintain class size as much in keeping with this necessity as is dictated by the financial conditions of the District, the building facilities available, the availability of qualified teachers and the best interest of the District as administratively deemed feasible. When the number of students assigned to a kindergarten, first, second, third or fourth grade teacher is thirty (30) or more as of the tenth day of school, the Board of Education will actively seek teacher aides for that section or sections with thirty (30) or more students. When the number of students assigned to teachers in the middle school or senior high school having sections with thirty-three (33) or more (except study hall, music, P.E., or typing) as of the fourth Friday count, the Board of Education will actively seek teacher aides for that section or sections with thirty-three (33) or more students. The Board may assign aides to any teacher when, in their opinion, an aide is needed.

Section L: A parent-teacher conference on released time will be scheduled for each elementary student on a day designated at least once each semester for the purpose of reporting to the parent a student's progress and to promote better communications between the teacher and the parent. The conference will be fifteen (15) minutes in duration and there will be a five (5) minute break between conferences. A copy of the parent-teacher conference schedule will be filed in the principal's office to ensure the coordination of the schedule with other teacher's schedules. Parent-teacher conferences must be completed six (6) weeks prior to the end of each semester.

Section M: The administration shall continue to support and assist teachers with respect to the maintenance, control and discipline in the classroom. Whenever it appears to the administration and the teacher that a particular pupil would benefit from special counseling or services of a social worker, law enforcement personnel, physician or other professional person, the administration will take reasonable steps to the extent practical and possible with respect to such pupil. Discipline

matters which the teacher feels require the enforcement of the discipline code should be referred to the building principal in a manner consistent with the discipline code.

Section N: No departure from these norms, except in the case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure.

Section O: All challenges to a teacher's assignment of a grade shall be handled in accordance with PA 1988 No. 232 (MCLA 380.1249) and Board policy.

ARTICLE VII

PROFESSIONAL COMPENSATION

Section A: The salaries of teachers covered by this Agreement are set forth in Appendix A, attached hereto and incorporated in this Agreement. Appendix A is based upon a normal work load during normal working hours.

Section B: Pay day for teachers shall be every other Friday throughout the calendar year unless teachers elect one of the following options:

1. Twenty-one (21) pay periods -- teachers shall notify the business office at least thirty (30) days prior to the start of each school year.
2. Lump-sum pay -- teachers wishing that the amount to cover the 21st to 26th checks will be issued as a final pay check on the next scheduled pay day following the teacher's last work day shall give written notice thirty (30) days prior to the close of the teacher's school year unless mutually otherwise agreed.

To the extent possible, pay check will be distributed on the last work day prior to a pay day which falls on a holiday. During the winter and spring breaks, however, pay checks will be available on the scheduled payday at the Administration office during designated hours. This provision does not apply when normal conditions are interrupted due to an emergency situation.

Except during days when school is not in session, paychecks will be placed in the teacher's mailboxes by the beginning of the first teacher lunch period in each building.

ARTICLE VIII

PROFESSIONAL GROWTH

Section A: Tuition Reimbursement

1. The Board will pay the actual cost of tuition for classes taken up to the current charge per graduate credit at Western Michigan University for tenured, bachelor teachers enrolled in an approved advanced degree program.
2. Limits The Board limits its responsibility to a maximum total payment of \$3,000 per contract year (September 1 - August 31) for all teachers involved. No teacher shall receive payment for a second class unless the maximum total payment has not been reached.
3. No Payment No tuition payment shall be in addition to tuition paid under any other grant or scholarship.
4. Prior Approval Prior approval of the course must be given by the Superintendent.
5. Successful Completion To receive tuition reimbursement, evidence of successful completion of the approved course must be presented to the Superintendent.

Section B: Teachers on the MA and MA+30 salary schedule may qualify for an additional \$500 at Step 20 and \$500 at Step 25.

1. To qualify at Step 20, a teacher must earn five (5) approved graduate level credits after reaching Step 17.
2. To qualify at Step 25, a teacher must earn five (5) approved graduate level credits after reaching Step 20.

ARTICLE IX

ILLNESS OR DISABILITY LEAVES

Section A: At the beginning of each school year, each teacher shall be credited with ten (10) days of leave, the unused portion of which shall accumulate from year to year not to exceed one hundred sixty (160) days. Teachers not completing a full school year shall have their annual sick leave for that year prorated. Excessive use of personal sick leave shall be deducted from the teacher's pay. The leave days may be taken by a teacher for the following reasons and subject to the following conditions based on current court decisions:

1. Personal illness or disability. The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities, caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated on the same terms and conditions as are applied to other temporary disabilities, including but not limited to those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.
2. Illness in the teacher's immediate family, to include present spouse, son, daughter, mother, father or legal dependent.
3. When sick leave is to be used for a doctor's appointment, the teacher shall notify the principal of his intended absence at least twenty-four (24) hours in advance except in cases of emergency. Such leave shall be in half day increments.

Section B: Any teacher hired after the beginning of the school year shall accumulate one (1) day of paid sick leave for each month he is under contract.

Section C: Upon request by the Board of Education, a teacher must submit a certificate from a doctor indicating the nature of his illness and a statement to the effect that such teacher is physically or mentally able to return to his classroom duties.

Section D: The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total accumulated sick leave credited to him.

Section E: In addition each teacher shall be allowed two (2) days of personal leave per school year to be taken a full day or half day at a time. The first day shall not be charged against the teacher's leave, and the second day shall be deducted from the teacher's accumulated sick leave. Both shall be for the purpose of permitting the teacher to transact that personal business which is of an urgent nature that cannot be transacted at another time and provided arrangements for leave have been made at least twenty-four (24) hours in advance to the Superintendent's office and approved by the Superintendent of Schools. Personal leaves requested the day before or after vacation or holiday must include the reason for taking the day. Personal leave requested shall be in writing. In an emergency situation verbal requests will be considered, however if granted it must subsequently be documented in writing by the employee.

Section F: In the event of an absence due to an injury or illness which arises out of and in the course of employment, the employer shall pay the bargaining unit member, at their request, the difference between his/her salary and the weekly benefits received under the workers' compensation act for the duration of their sick leave benefits.

If an employee becomes disabled (as a result of a work related injury and/or disease) and said employee returns to work within a calendar year, he/she is entitled to return to his/her same position, otherwise said employee is entitled to return to a position for which he/she is properly certified and qualified upon recovery from that disability.

Section G: By the Fourth Friday of each school year, at the discretion of the Association, each teacher participating in the sick bank shall contribute one (1) or two (2) days of the foregoing sick leave allowance to a common bank to be administered by the Association. Days in the bank shall not exceed five hundred (500), with any in excess of five hundred (500) being dropped at the end of each school year.

Teachers who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals, as determined by the Association, from the common bank for personal illness or disabilities provided that there are sufficient days in the bank, and provided that no teacher may use more than sixty (60) days per incident, and sixty (60) days per year. The Association will, within five (5) school days,

notify the business office of each withdrawal from the bank. The bank shall be administered in accordance with the guidelines published for the 1981-82 school year. Said guidelines may be amended by the Association with the prior approval of the Superintendent.

ARTICLE X

FUNERAL LEAVE

Section A: A funeral leave exclusive of accumulated sick leave, shall be granted with pay for a period not to exceed five (5) days per incident to attend the funeral of a teacher's immediate family, to include the present spouse, son, daughter, father, mother, brother, and sister.

Section B: A funeral leave exclusive of accumulated sick leave, shall be granted with pay for a period not to exceed two (2) days to attend the funeral of a teacher's son-in-law, daughter-in-law, sister-in-law, and brother-in-law, mother-in-law, father-in-law, and grandparents, grandchildren and stepchildren.

ARTICLE XI

FAMILY CARE LEAVES

Section A:

Subject to the provisions herein, the Board shall grant the following unpaid leaves of absence, which may be extended at the Board's discretion:

1. Maternity Leave. A leave for a pregnant teacher which shall commence either at the end of her disability period due to pregnancy, or as provided in subsection 2 below.

Teachers requesting such leaves (due to an anticipatory disability) shall notify the Superintendent by the end of the sixth month or pregnancy and provide a written statement from her physician that there is no medical reason why the teacher cannot continue to fully perform her duties until the date the leave commences.

2. Child Care Leaves. A leave so that the teacher may tend primarily to the care of his/her child.

Teachers requesting such leaves shall make application to the Superintendent two (2) months prior to the effective date of such leave.

3. Adoptive Leave. A leave so that the teacher/foster parent may tend primarily to the care of a pre-school age adopted child.

Teachers requesting such leaves shall make application to the Superintendent at least one (1) month prior to the effective date of such leave.

4. Family Care Leave. A leave granted so that a teacher may tend primarily to the care of an ill or disabled parent, child, or spouse.

Teachers requesting such leaves shall make application to the Superintendent at least two (2) months prior to its effective date, except in cases of emergency.

Any of the above leaves may be granted consecutively or for similar purposes at the discretion of the Board.

- Section B: Child care, adoptive and family care leaves shall commence at the beginning or ending of a marking period, semester, or school year, as determined by the Board, considering individual circumstances.
- Such leaves shall be granted for a period not to exceed one (1) year, but may be extended at the Board's discretion.
- Section C: A teacher shall give written notice to the Board of his/her intent to return by April 1 or sixty (60) days prior to the termination of said leave, whichever is sooner.
- Section D: Such leaves will be granted without compensation, experience credit, or sick leave accumulation. Upon returning from such leave, the teacher will be restored to his/her former step on the salary schedule as when he/she left, shall retain seniority and be entitled to benefits accrued prior to said leave.
- Section E: A teacher whose leave is for less than ninety (90) days shall be reinstated to his/her former position upon returning. A teacher returning from a leave of ninety (90) days or longer shall be returned to a position for which he/she is qualified.
- Section F: Failure to return from such leaves at the time specified shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.

ARTICLE XII

SABBATICAL LEAVE

Section A: Sabbatical leave shall be granted to any teacher of the school district. Qualifications which should be met by the person applying for sabbatical leave are:

1. Applicant must hold a life or permanent type certificate.
2. Applicant must have seven (7) years of satisfactory service as a full-time teacher in the Cassopolis Public Schools.
3. Subsequent sabbatical leave may be authorized after eligibility has been re-established by service of an additional seven (7) years of satisfactory service as a full-time employee.
4. Sabbatical leave may be granted for a period of not less than one (1) full semester nor more than two (2) full consecutive semesters.
5. A teacher shall file a written agreement stipulating that he will remain in the service of the Cassopolis Public Schools for a period of at least one (1) school year after the expiration of such leave.
6. Request must be made ninety (90) days prior to beginning of leave.
7. No more than two (2) teachers may be on sabbatical leave during any year, based on the order in which the applications are received.
8. Sabbatical leave may be granted for one (1) of the following reasons:
 - a. Formal study at an accredited college or university toward an advanced degree.
 - b. Research work under guidance of competent research personnel.

- c. Special program as recommended by a committee composed of the Superintendent, the building principal, the President of the Association, and the requesting party and approved by the Board of Education.

Section B: The following conditions pertain to the sabbatical leave.

1. The compensation of the teacher on sabbatical leave shall be twenty-five (25) percent of the salary he would receive if on active staff status for the period in which the leave is effective.
2. Payment of salary to a teacher on sabbatical leave shall be made in accordance with the provision of the Board.
3. A term of sabbatical leave shall entitle a teacher to an automatic salary scheduled increment at the beginning of the next full year of school following his return to service in the system.
4. The sick leave policy shall apply to teachers on sabbatical leave.
5. A sabbatical leave granted to a regular teacher shall also operate as a leave of absence without pay from all other school activities.
6. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the Michigan State Board of Control of the Public School Employee Retirement Fund.
7. A teacher upon return from a sabbatical leave, shall be restored to his teaching position or a substantially equivalent position.
8. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board of Education made pursuant to law.
9. If a teacher completes the planned program of the leave, but does not return to service in the Cassopolis Public Schools, he shall, within two (2) years, repay to the Board of Education the amount received by him during the sabbatical leave.

ARTICLE XIII

HEALTH AND HARDSHIP

- Section A: The Board of Education shall grant leaves of absence to teachers for reasons of health. Such leave shall be granted for a maximum of one (1) year or any unfinished year, at the end of which leave the teacher must either return or resign unless a special extension is recommended by the Superintendent of Schools. If an extension request is accompanied by a doctor's statement verifying the need for additional leave, the leave shall be extended for a period of time not to exceed three (3) years total leave on a yearly basis. Any extensions taking the leave over the three (3) years shall be at the discretion of the Board.
- Section B: Such leave shall be granted upon the recommendation of a physician's statement certifying the teacher's inability to continue the position. It shall be within the right of the Board of Education to have a teacher examined by a physician designated by the Board. A notice of intent to return must be given at least ninety (90) days prior to expiration of the leave of absence or extension sought, otherwise the teacher's resignation will become automatic. The teacher shall be notified fifteen (15) days in advance of the ninety (90) day period regarding this policy. Upon acceptance of his/her application for return to position, said teacher shall be assigned to the same position or to one for which he/she is qualified.
- Section C: A teacher returning to duty after an absence due to a contagious disease or a nervous or mental disorder must present a statement from a physician. The Board of Education may require such a teacher to submit to an examination by a physician designated by the Superintendent of Schools and/or the Board of Education, to be paid for by the Board of Education.

ARTICLE XIV

POLITICAL LEAVE

- Section A: The Board of Education shall grant, without pay, a leave of absence to any teacher who has served a successful probationary period to campaign for, or serve, in a public office.
- Section B: Since the time required to campaign for, or serve in, a public office varies greatly, the Board of Education shall grant a leave of absence on an individual basis.
- Section C: The teacher shall make a written request for a leave of absence well in advance of his political campaign.
- Section D: The Board of Education shall give the teacher a written answer to the request for a political leave no more than thirty (30) days after the written request has been received.
- Section E: The Board of Education shall not be obligated to grant a leave of absence for a longer period than one (1) term of office or one (1) unsuccessful campaign.
- Section F: Upon his return from leave, the teacher shall be placed on the same step on the salary schedule as he had upon his leave.
- Section G: The teacher shall at all times during his campaign or term of office adhere to professional ethics.
- Section H: The teacher shall make clear his actions do not represent the views of the school system.
- Section I: A teacher shall not use school materials, time, equipment or facilities for personal political advancement.

ARTICLE XV

MISCELLANEOUS LEAVES OF ABSENCE

Section A: Teacher who enter the military service by draft or enlistment shall be granted a leave of absence for that period, and at the conclusion of said leave, shall be reinstated in accordance with all applicable provisions of the Selective Service Training Act and any other law then effective.

Section B: Any teacher who must report for jury duty or who is subpoenaed to give testimony before any judicial or governmental tribunal requiring an absence from work from the District shall be paid the difference between his rate of pay for time missed and any remuneration the teacher may receive from serving such duty.

ARTICLE XVI

GRIEVANCE PROCEDURE

Section A: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

Section B: First Step. A teacher who believes he/she has a grievance shall first discuss the matter with his/her principal personally or accompanied by an Association representative within ten (10) school days after the first occurrence of the event or when the teacher first had knowledge of such event. In the event the resolution of the matter does not take place within this ten (10) day period, the grievance must be reduced to writing and given to the principal within one (1) school day after the above ten (10) days has elapsed. Written grievances shall contain the following:

1. It shall be signed by the grievant(s) or an Association officer in the event the Association is the grievant.
2. It shall specify the article that was allegedly violated.
3. It shall contain a synopsis of the facts giving rise to the allegation.
4. It shall contain the date of the alleged violation.
5. It shall specify the relief requested.

Section C: Second Step.

1. If no decision is rendered within three (3) school days of filing the written grievance with the principal, or if the principal's disposition is unsatisfactory to the grievant, the grievant or the Association may within five (5) days of the disposition file said written grievance with the Superintendent. Within five (5) school days of receipt of the written grievance, the Superintendent, or his designated representative shall meet with the grievant and/or Association representative. Within five (5) school days after this meeting, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy to the grievant, the Association, and the building principal in which the grievance arose.
2. A grievance filed by the Association will begin at Step Two, the Superintendent's level, and shall be presented in writing, as

stated above, within ten (10) school days of the occurrence of the event precipitating the grievance or when the Association first had knowledge of the event.

Section D:

Third Step. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration. Within fifteen (15) calendar days of the receipt of the Superintendent's answer, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within ten (10) working days to select an arbitrator according to the following procedure:

1. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
2. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
3. The parties will alternate the initiation of the elimination process with each successive grievance.

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

Should either the Board or the Association wish to terminate the use of the preselected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give six (6) month's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

Section E:

If the grievance has not been submitted to arbitration within said fifteen (15) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be paid by the loser.

Section F: In the event any teacher under the jurisdiction of the Association shall be discharged from his employment from and after the date hereof and he believes he has been unjustly discharged, such discharge shall constitute a case arising under the laws of the State of Michigan to include the Tenure Act of 1937, as amended.

No grievance concerning the dismissal of a probationary teacher due to unsatisfactory performance of his/her classroom duties and responsibilities shall be advanced beyond the Second Step of the grievance procedure contained herein. The Association shall have the right, however, to advance the grievance of a probationary teacher to arbitration if the grievance is not based on unsatisfactory classroom performance.

Section G: The presentation and discussion of grievances provided for in this Article shall take place outside of the regular school hours, except during the first two (2) steps of this procedure (Sections B and C of this Article) which will be held during school hours so long as all persons involved can so meet without interference with their assigned duties.

Section H: In the event grievances filed under this Article shall not be satisfactorily settled during the school year, they shall continue after the end of the school year with the weekdays Monday through Friday being as if they were school days in determining the time limits set forth above.

ARTICLE XVII

INSTRUCTIONAL COUNCIL

- Section A: The Board and Association recognize that there are certain matters that need continuing study and improvement relating to the school instructional program. It is agreed that the parties will continue to operate whereby the administration and teachers may recommend and suggest desirable changes and innovations in teaching methods and techniques, class composition, curriculum, and other phases of the instructional program.
- Section B: The Instructional Council shall be composed of all administrators, to include the Superintendent, department chairpersons, grade level representatives, and the President of the Association or his/her designated representative.
- Section C: The Instructional Council shall hold its organizational meetings under the chairmanship of the Superintendent prior to September 15 of each year for the purpose of electing a permanent chairperson and other officers, and to establish regularly scheduled meetings to be held not less than once a month. Reports of each meeting, prepared by the chairperson, shall be directed to the Board. In no event are such meetings to be used for the discussion of existing grievances, matters properly within jurisdiction of any other established committee or by either party to demand any modification of this Agreement.
- Section D: Additional ad hoc committees or subcommittees may be added as deemed necessary by the Instructional Council.

ARTICLE XVIII

PROFESSIONAL ADVISORY COMMITTEE

- Section A: A professional advisory committee shall be established to meet on a regular basis in an attempt to maintain open communication between the Board and Administration and the teachers and to establish a vehicle for handling general professional concerns of both parties provided that said concerns have not been resolved at the building level after reasonable attempts have been made to do so. In no event are said meetings to be used for discussions of existing grievances, properly within the jurisdiction of an established committee, or to pursue a modification of the Master Agreement.
- Section B: The PAC shall be composed of the Superintendent, the building Principals, the Association President, and the Association building representatives. Board members may be asked to attend said meetings by either party and may do so at their discretion, although no more than three (3) shall attend any one meeting.
- Section C: The PAC shall meet regularly three times a year at a date and time established by the committee once each during the months of October, February, and May. Additional meetings of the PAC shall be convened at the request of the Superintendent and Association President. Each meeting will be chaired alternately by the Superintendent and the Association President beginning with the Superintendent.
- Section D: A written report of the meetings shall be made jointly by the Superintendent and the Association President to the Board within a week of each meeting if possible.
- Section E: The PAC may make recommendations to the Board regarding such concerns provided such recommendations are endorsed by both the Superintendent and the Association President.
- Section F: This article may be made null and void by the written notice of either party to the other during June of any year of this agreement.

ARTICLE XIX

LAYOFF AND RECALL PROCEDURE

Section A: Should the Board determine that a layoff of personnel is necessary, the following procedure shall prevail:

1. The Board shall give a minimum of forty-five (45) calendar days prior notice of layoff to the individual involved.
2. Layoff Procedure. There will be one seniority list maintained on a district-wide basis. Seniority is defined as length of continuous service within the District from the date of hire. In the event two (2) or more teachers have the exact same length of service within the District, seniority will go first to the teacher who has had the most teaching experience outside the District. Should the length of service both inside and outside the District be the same, then the teacher with the greater number of graduate hours will be granted higher seniority. Teachers shall be laid off in the inverse order in which they were last hired by the Board as follows:
 - a. To the extent permitted by law, probationary employees shall be laid off first, provided there is a tenured teacher who is certified and qualified to perform the duties of the position being vacated by the probationary teacher unless such position is being eliminated altogether.
 - b. If further reduction is necessary, then tenure teacher(s) in the specific position(s) being reduced shall have the right to replace the least senior teacher within the notified teacher's area of certification and qualification.
3. If for any reason the Board anticipates a reduction in staff, it shall, before taking action, consult with the Association to give it the opportunity to make recommendations regarding priorities to be followed. Such recommendations shall not be binding upon the Board, but will merely serve as suggested guidelines, except that procedures as outlined in the contract shall be followed.

Section B: Changes in a teacher's certification while on layoff shall not affect the teacher's status during the layoff period. Teachers subject to layoff for the following school year shall not lose their fringe benefits or previously earned salary over the summer months negotiated under this Agreement nor their individual or supplemental employment contracts.

Section C: Recall Procedure. The Board shall recall teachers in the inverse order in which they were laid off provided that:

1. The teacher is certified and qualified to perform the duties of the position to be staffed.
2. The obligation to recall a teacher shall terminate twenty-four (24) months following layoff or upon the failure of the teacher to report his acceptance of the offered position within fifteen (15) days from the date of notice of recall (unless an extension is granted by the Board in writing), whichever shall first occur. Notice shall be given to the teacher at the last address furnished the Board by such teacher in writing. Notice shall be sent to the teacher by registered or certified mail.

ARTICLE XX

VOCATIONAL AGRICULTURE TEACHERS

Section A: Length of Employment. The vocational agriculture teachers shall be employed on a twelve (12) month basis.

Section B: Salary Determination. Vocational agriculture teachers shall be employed on a twelve (12) month basis and shall be compensated financially at the same rate during the summer months as during the period of the regular school year. Vocational agriculture teachers' summer pay shall be computed on the basis of 52/37 of his appropriate salary schedule step, as adopted within the master contract.

Section C: Vacation. Vocational agriculture teachers shall be granted three (3) weeks of paid vacation per year.

1. Two (2) of these weeks shall be taken during regular summer school recess, with these weeks being scheduled within the summer program and at the option of the teacher.
2. The third week of paid vacation shall be taken either during the regular Christmas or Spring vacation and may be divided within both at the option of the teacher.
3. The agriculture teachers will notify their building administrator of dates of vacation.

Section D: Advance Study.

1. Vocational agriculture teachers shall be entitled to three (3) weeks of advanced study annually which shall include the two (2) week summer vacation period.
2. At least once every three (3) years, an additional three (3) weeks of advance study shall be made available. This coupled with the one (1) week for advanced study and the two (2) week summer vacation period in Section D, subsection 1, would enable the teacher to participate in a six (6) week session for the express purpose of expanding professional competence provided the teacher has agreed to return the following year.

Section E:

Class Preparations and Period Assignment.

1. Vocational agriculture teachers shall not be required to conduct classes necessitating more than four (4) preps per day during any given semester of the school year. This shall include adult and young farmer supplementary class preparations.
2. Assuming six (6) class periods per day to provide for the department head:
 - (a) No more than two (2) periods of classroom instruction in one (1) day school vocational agriculture classes; unless mutual consent of teacher to teach a third class;
 - (b) One (1) period for supervised agriculture experience program, including land laboratories;
 - (c) One (1) period for adult class and/or young farmer's classes.
3. Assuming six (6) class periods per day would provide for all other agriculture instructors:
 - (a) Five (5) periods of classroom instruction in day school vocational agriculture classes;
 - (b) A duty-free lunch period of thirty (30) minutes, scheduled between 10:30 - 1:30.

ARTICLE XXI

DEPARTMENT CHAIRPERSON AND GRADE LEVEL CHAIRPERSON

- Section A: Incumbent chairpersons shall be given the choice to continue based on a positive evaluation. If a chairperson chooses not to continue, the members of the department/grade level shall recommend to the administration a person for appointment as department chairperson for the following year. If no agreement can be reached by May 1, the administration may appoint.
- Section B: The position of the department/grade level chairperson shall not be considered as a supervisory position.
- Section C: The department/grade level chairperson shall provide leadership and coordinate departmental activities including curricular review and instructional improvement and is responsible for attending instructional council meetings.
- Section D: Each chairperson will be furnished with a job description.

ARTICLE XXII

GENERAL

- Section A: There shall be no strike or withholding of services, during the life of this agreement.
- Section B: If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for provision.
- Section C: This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. During the term of this Agreement the parties may mutually agree to enter into supplemental agreements which must be reduced to writing and signed by the parties hereto to be valid.

ARTICLE XXIII

DURATION

All articles of this Agreement shall be retroactive to August 15, 1997, and extended to August 15, 1999. Either party may terminate this Agreement as of August 15, 1999, by giving written notice to the other party on or before May 1, 1999. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination is given on or before May 1 on any subsequent contract anniversary date.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

By Christine Locke
President of the Board

By Suzanne Hayes
President of the Association

and Dani W. Kumer
Secretary of the Board

and Tom Phillips
Uniserv Director,
SMEA-MEA-NEA

"DISTRICT"

"ASSOCIATION"

John Ostrowski
Team Member

Cal Litwa
Team Member

Bill Swanson
Team Member

Maria W. McHenry
Team Member

Kelly S. Hangrove
Team Member

APPENDIX A

Section A:

Basic Compensation

1997-1998

STEP	BA	MA	MA + 30
1	\$24,925	\$26,539	\$28,153
2	\$25,840	\$27,457	\$29,071
3	\$26,760	\$28,378	\$29,990
4	\$27,680	\$29,297	\$30,912
5	\$28,601	\$30,217	\$31,827
6	\$29,560	\$31,137	\$32,748
7	\$30,439	\$32,057	\$33,668
8	\$31,357	\$32,974	\$34,531
9	\$32,279	\$33,896	\$35,507
10	\$34,633	\$36,319	\$38,006
11	\$35,592	\$37,276	\$38,966
12	\$36,549	\$38,236	\$39,956
13	\$37,508	\$39,193	\$41,003
14	\$38,467	\$40,153	\$41,840
15	\$39,424	\$41,112	\$42,796
16	\$40,383	\$42,071	\$43,757
17	\$41,341	\$43,028	\$44,714

APPENDIX A (continued)

Section A: Basic Compensation 1998-1999

STEP	BA	MA	MA + 30
1	\$25,673	\$27,335	\$28,998
2	\$26,615	\$28,281	\$29,943
3	\$27,563	\$29,229	\$30,890
4	\$28,510	\$30,176	\$31,839
5	\$29,459	\$31,124	\$32,782
6	\$30,447	\$32,071	\$33,730
7	\$31,352	\$33,019	\$34,678
8	\$32,298	\$33,963	\$35,567
9	\$33,247	\$34,913	\$36,572
10	\$35,672	\$37,409	\$39,146
11	\$36,660	\$38,394	\$40,135
12	\$37,645	\$39,383	\$41,155
13	\$38,633	\$40,369	\$42,233
14	\$39,621	\$41,358	\$43,095
15	\$40,607	\$42,345	\$44,080
16	\$41,594	\$43,333	\$45,070
17	\$42,581	\$44,319	\$46,055

APPENDIX A (continued)

3. Recognition on the salary schedule for completion of requirements for the MA degree or MA+30 degree (subject to subsection 4 below) shall be made at the beginning of the first semester following such academic advancement, subject to the following guidelines:
 - a. The teacher shall, not later than the beginning of the semester following completion of the requirements, submit proof thereof to the Office of the Superintendent.
 - b. If proof is not provided pursuant to (a) above, an adjustment in basic compensation shall in any event take effect at the beginning of the semester following submission of such proof.
 - c. An adjustment in basic compensation which takes effect at the beginning of the second semester shall be prorated.

4. All teachers who have obtained a Masters plus 30 by the beginning of the school year shall be placed immediately on that column at the proper step.

Any teacher on a University approved course of study at the beginning of the school year, shall be placed on the MA+30 column for the following school year upon presentation of proof that he/she has completed those hours.

All teacher obtaining thirty (30) hours above a Masters, must obtain those hours in courses approved by the Board in order to be placed on the MA+30 column.

A teacher desiring course approval shall petition a committee consisting of two (2) teachers of the petitioners choice, the Superintendent or his designee, and the petitioner's principal. The committee will take its recommendation to the Board for its consideration and approval.

5. Credit on the salary schedule may be given at a rate of one (1) year credited for every one (1) year of experience to a maximum of six (6) years. Experience shall be defined as teaching under a regular teaching contract in a K-12 public or private school district and/or in a position requiring state certification.

Section B: Insurance

1. Health and Medical Insurance. Subject to the provisions hereinafter set forth, each full time teacher shall have the right to select one (1) of the following plans, namely:

PLAN A - For each full time teacher electing hospitalization insurance, the Board shall contribute the premium of MESSA Super Care I.

PLAN B - For those teachers not participating in Plan A above, the Board will contribute up to the amount of the self only premium per month towards cash. The employee may use a salary reduction to purchase MESSA/MEA-FS variable options or T.D.A.'s.

HUSBAND AND WIFE COVERAGE - If a husband and wife are both employed full time by the Board, one spouse may elect Plan A and the other may elect Plan B or if neither elects Plan A, either or both may elect Plan B. Also, if a full time teacher is covered by an insurance plan through such teacher's spouse, such teacher may elect Plan B.

DOUBLE COVERAGE - The Association agrees to cooperate with the Board in order to discourage insurance coverage which will result in double coverage with no reasonable benefit to the insured.
2. Group Term Life Insurance. The Board shall provide each full time teacher Group Supplemental term Life Insurance, including Accidental Death and Dismemberment, in the face amount of \$10,000.
3. Dental Insurance. The Board shall offer each full time teacher, Delta Dental Insurance Plan C (50% Basic, 50% Major, 50% Orthodontics, with a lifetime maximum of \$1,000) with no internal or external coordination of benefits.
4. Vision Insurance. Effective March 1, 1995, the Board shall offer each full time teacher, MESSA Vision VSP-3.
5. Part-time Teachers. The contribution of the Board for fringe benefits on behalf of part-time teachers shall be proportionately reduced, provided that no contribution toward group health and medical

insurance or group term life insurance shall be made for a teacher whose hours of employment are less than those required by the insurance carrier for membership in the group.

6. The above insurance shall be provided subject to the rules and regulations of the underwriters.

Section C: Retirement. The Board will pay the contribution to the Retirement System for Public School Employees as required by law.

Section D: Any employee retiring (as defined by the Michigan Public School Employees Retirement System) shall be paid \$10.00 per day for all unused accumulated sick leave to a maximum of \$1,600.00.

1997 - 1998 SCHOOL CALENDAR

August 22	New Teachers
August 25	All Teachers
August 26	First Day for Students
September 1	LABOR DAY - NO SCHOOL
October 24	End of First Marking Period
November 24	Parent Teacher Conference (1/2 day)
November 25	Parent Teacher Conference (1/2 day)
November 26	1/2 Day of School - Students and Teachers
November 27-28	Thanksgiving Recess
December 22, 1997 - January 2, 1998	Christmas Break
January 16	1/2 day of School /End of 2nd Marking Period
January 19	Records Day - NO SCHOOL
February 27	SNOW DAY MAKEUP or WINTER BREAK - NO SCHOOL
March 13	SNOW DAY MAKEUP or WINTER BREAK - NO SCHOOL
March 20	End of 3rd Marking Period
April 1	Parent Teacher Conferences (1/2 day)
April 2	Parent Teacher Conferences (1/2 day)
April 3	1/2 Day of School - Students and Teachers
April 6-10	Spring Break
May 25	Memorial Day - NO SCHOOL
June 3	Last Day for Students (1/2 day)
June 4	Last Day for Teachers

1998 - 1999 SCHOOL CALENDAR

August 21	New Teachers
August 24	All Teachers
August 25	First Day for Students
September 7	LABOR DAY - NO SCHOOL
October 16	Staff Inservice - NO SCHOOL
October 23	End of First Marking Period
November 23	Parent Teacher Conference (1/2 day)
November 24	Parent Teacher Conference (1/2 day)
November 25	1/2 Day of School - Students and Teachers
November 26-27	Thanksgiving Recess
December 21, 1998 - January 1, 1999	Christmas Break
January 15	1/2 day of School /End of 2nd Marking Period (48days)
January 18	Records Day - NO SCHOOL
February 26	Staff Inservice - NO SCHOOL
March 19	End of 3rd Marking Period (43 days)
March 30	Parent Teacher Conferences (1/2 day)
March 31	Parent Teacher Conferences (1/2 day)
April 1	1/2 Day of School - Students and Teachers
April 2	Good Friday - NO SCHOOL
April 5 - 9	Spring Break
May 31	Memorial Day - NO SCHOOL
June 3	Last Day for Students (1/2 day) (47 days)
June 4	Last Day for Teachers

This calendar basically follows the format of the past two years. Days in session by month are:

	1997-1998		1998-1999	
	Teachers	Students	Teachers	Students
August	5 + New	4	6 + New	5
September	21	21	21	21
October	23	23	22	21
November	18	18	19	19
December	15	15	14	14
January	20	19	20	19
February	19	19	20	19
March	21	21	23	23
April	17	17	16	16
May	20	20	20	20
June	4	3	4	3
Total	183 + New	180	185 + New	180

The 1997/98 schedule provides 43 days in the first marking period, 48 days in the second marking period (91 days first semester), 47 days the third marking period, and 42 days in the final marking period (89 days the second semester).

Four half days are provided for conferences K-12 (Nov. 24, Nov. 25, Apr. 1, and Apr. 2).
Two half days are provided for exams (Jan. 16 and June 3).

Two half days are provided as compensation for teachers having evening paren/teacher conferences (November 26 and April 3).

Principals and staff shall develop a mutually agreeable exam schedule for each building.

180 student days; 183 work days for returning teachers; 185 work days for new teachers

The 1998/99 schedule provides 42 days in the first marking period, 48 days in the second marking period (90 days first semester), 43 days the third marking period, and 47 days in the final marking period (90 days the second semester).

Four half days are provided for conferences K-12 (Nov. 23, Nov. 24, Mar.30, and Mar. 31).

Two half days are provided for exams (Jan. 15 and June 3).

Two half days are provided as compensation for teachers having evening paren/teacher conferences (November 25 and April 1).

Principals and staff shall develop a mutually agreeable exam schedule for each building.

180 student days; 185 work days for returning teachers; 187 work days for new teachers

Section B: Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions, (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum of 180 days of student instruction as is required by Section 101 of the State School Aid Act and the rules of Michigan Department of Education. Teachers will receive their regular pay for days that are cancelled but shall work on the rescheduled days with no additional compensation. The rescheduling of days shall be done by the Board.

The parties further agree that this contract provision has been negotiated with the intention of complying with the above provisions of the State Aid Act and/or the Michigan Department of Education to ensure that the district will incur no loss of state aid.

Section C: Curriculum and special project work requested to be done by the Superintendent when school is not in session will be reimbursed at the current substitute rate.

Section D: The number of student days and professional development days will be determined by state requirements. It is the intent of the Board to follow these requirements. All professional development days will be within the school calendar. However, if in an emergency, Board requirements exceed state requirements for professional development days or student days (excluding '97-'98 school year) teachers will be reimbursed per diem

of the BA step one salary schedule. If an emergency exists, teachers will be notified 48 hours prior to the additional day unless a shorter notification period is mutually agreed to by both the Board and the Association.

APPENDIX C

EXTRA DUTY COMPENSATION

Section A: The pay for extra duties in this Appendix shall be based on a percentage system. A teacher will be paid a percentage of \$24,000 for each extra duty in the 1997-98 school year and \$25,000 for the 1998-99 school year.

ACTIVITY	0 - 2	3-4	5-6
CLASS I	19%	20%	21%
Football Wrestling		Basketball Band	
CLASS II	11%	12%	13%
Football Assistant, Varsity (2) JV Football JV Basketball, Girls/Boys (2) Wrestling Assistant Freshman Football Freshman Basketball Baseball Softball		Track Cross Country Tennis Golf Volleyball Plays (2) fall, spring Yearbook Advisor (without a class) Auditorium Manager	
CLASS III	7%	8%	9%
Cheerleading Combo, Varsity & JV JV Baseball JV Softball		JV Volleyball Assistant Varsity Track	
CLASS IV	6%	7%	8%
Jr. High Wrestling Jr. High Basketball Jr. High Track Student Council (9-12)	Jr. High Volleyball	Technical Director (Plays) fall, spring (2) Varsity Cheerleading (2) football, basketball	
CLASS V	3.5%	4.5%	5.5%
Jr./Sr. Class Advisors (2) K-6 Grade Level Chairpersons (7) Yearbook (with a class)		Newspaper FFA Advisor JV Cheerleading, football, basketball (2)	

ACTIVITY	0-2	3-4	5-6
CLASS VI	2.5%	3.5%	4.5%
Afro Club		Future Problem Solvers (MS & HS) (S)	
Thespians		Jr. High Cheerleading	
Spanish Club		7-12 Department Heads (6)	
CLASS VII	2%	3%	4%
Freshman/Sophomore Class Advisor (2)			
National Honor Society			
Student Council 3-6, 7-8			
CLASS VIII	1.5%	2%	3%
Varsity Club		Science Olympiad EL, MS, HS (3)	
SADD		Forensics	
Job Corps 3-6		Spanish Honor Society	
Spelling Bee for 4-8 (5)		Authorized Math Competitions	
Elementary Music (3 performances) K-6		(3-6, 7-8, 9-12)	

Section B: Bus Supervision. If bus supervision goes beyond the teacher's normal teaching day (excluding field trips, etc.), the teacher will be remunerated at the following rates:

<u>1997-1998</u>	<u>1998-1999</u>
\$14.75 pr/hr	\$15.36 pr/hr

Section C: Extra duty assignments shall be compensated as heretofore provided. The Board may add or delete activities during the contract period. An activity not included in Appendix C shall receive such compensation as determined by the Board at the time the activity is approved after consultation with the Association.

Teachers will be actively involved in the planning of all inservice programs. Teacher involvement will be channeled through the Instructional Council and/or School Improvement Team. The primary intent of this section is to inservice groups including but not limited to departments, individual grade levels, and curriculum committees. If needed, this may be expanded to a district wide program.

Section D: When changing classification categories (example: Classification I to Classification III), experience will be granted if classification is decreased. If classification is increased (example: Classification III to Classification I), experience does not transfer.

Section E:	<u>Drivers Education</u>	<u>1997-1998</u>	<u>1998-1999</u>
	Inexperienced	\$16.20	\$16.87
	Experienced	\$16.68	\$17.37
	Director	\$17.15	\$17.87

