

4/30/2003

6561

**MASTER AGREEMENT**  
**BETWEEN THE**  
**LES CHENEAUX COMMUNITY SCHOOLS**  
**BOARD OF EDUCATION**  
  
**AND THE**  
**LES CHENEAUX FEDERATION OF TEACHERS**  
**JULY 1, 2000 THRU JUNE 30, 2003**

*Les Cheneaux Community Schools*

## ARTICLE I

### RECOGNITION

#### A. The Association

The Board of Education recognizes the Les Cheneaux Federation of Teachers/MFT/AFT/AFL-CIO as the sole and exclusive negotiation representative of all employees (hereinafter referred to as employee) of the Employer included in the bargaining unit described below:

#### B. Purpose of Representation

The Federation shall represent the negotiation unit for the purpose of collective negotiations in respect to "rate of pay, wages hours of employment, or other conditions of employment". This definition clearly includes salaries and wages, insurance benefits, lunch and rest periods, leave of absence, hours, rights of labor organization officials, and working conditions as policies concerning transfer and promotion, teaching assignments, discharge and disciplining of teachers, expiration date of negotiations agreement, and the grievance procedures.

#### C. Other Teacher Organization and Individuals

The Board agrees not to negotiate with any teachers organization other than the Federation for the duration of this agreement. Individuals and minority organizations may present their views and recommendations to the board at regularly scheduled meetings of the Board.

ARTICLE 2

NEGOTIATION PROCEDURES

A. Initiation

By March 1, 2003, the parties will begin negotiations for a new agreement covering hours, wages, terms, conditions of employment, and shall continue until an agreement is reached.

## ARTICLE 3

### AGREEMENT

#### A. Written

When an agreement is reached, it shall be reduced to writing. When approved and signed by the parties as required by Sec. 15, Act. 336 of the public Acts of 1947 as amended up to and including public Act 379 of 1965, the contract shall be implemented.

#### B. Authority of Agreement

This shall supersede any rule, regulation or practice of the board which shall be contrary to or inconsistent with its term. It shall likewise supersede any contrary or inconsistent terms in any individual teacher's contract heretofore in effect.

ARTICLE 4  
SALARY SCHEDULES

Salary Schedules

The 2000-2001 salary schedule shall increase 2.86% on the base of the 1999-2000 schedule.

The 2001-2002 salary schedule shall increase two point eight six (2.86%) on the base of the 2000-2001 salary schedule. (See corresponding amendment to health insurance)

The 2002-2003 salary schedule shall be tied to health insurance rates. If health insurance rates increase ten percent (10%) or more, from the previous year, the salary increase will be two and one half percent (2.5%) on the base. If the rates increase less than ten percent (10%) the salary rate will increase two point eight six percent (2.86%) on the base.

2000-2001

STEP	BA	BA+20	MA	MA+20
1	25582	26222	27502	28140
2	26862	27534	28876	29548
3	28140	28845	30252	30955
4	29420	30155	31626	32362
5	30700	31466	33003	33769
6	31979	32778	34377	35176
7	33258	34089	35751	36583
8	34537	35400	37127	37990
9	35817	36711	38502	39397
10	37094	38023	39878	40805
11	38630	39596	41528	42492
12	40165	41170	43178	44181
13	41700	42742	44827	45892
14	43235	44316	46477	47559
15	44771	45889	48127	49247

2001-2002

STEP	BA	BA+20	MA	MA+20
1	26314	26972	28288	28945
2	27630	28321	29702	30393
3	28945	29670	31117	31840
4	30261	31018	32531	33287
5	31578	32366	33947	34735
6	32894	33716	35360	36182
7	34209	35064	36774	37629
8	35525	36413	38189	39077
9	36841	37761	39603	40524
10	38155	39111	41018	41972
11	39735	40728	42715	43708
12	41313	42347	44412	45445
13	42893	43965	46109	47205
14	44472	45584	47807	48920
15	46051	47201	49504	50656

2002-2003 +2.5%

STEP	BA	BA+20	MA	MA+20
1	26972	27646	28995	29669
2	28321	29029	30444	31152
3	29669	30412	31895	32636
4	31018	31793	33344	34120
5	32367	33175	34795	35603
6	33716	34559	36244	37087
7	35064	35940	37693	38570
8	36413	37323	39144	40054
9	37762	38705	40593	41537
10	39109	40088	42044	43021
11	40728	41747	43783	44800
12	42346	43406	45523	46581
13	43965	45064	47262	48385
14	45583	46723	49002	50143
15	47203	48381	50741	51922

2002-2003 +2.86%

STEP	BA	BA+20	MA	MA+20
1	27067	27743	29097	29773
2	28420	29131	30551	31262
3	29773	30519	32007	32751
4	31127	31905	33461	34239
5	32481	33291	34917	35728
6	33835	34680	36371	37217
7	35187	36067	37825	38706
8	36541	37454	39281	40194
9	37895	38841	40735	41683
10	39247	40229	42191	43172
11	40871	41893	43937	44958
12	42495	43558	45683	46745
13	44120	45222	47428	48555
14	45744	46887	49174	50319
15	47368	48551	50919	52105



B. Part Time Teachers

Part time teachers shall be advanced one (1) year on the salary schedule for every year they are employed for three-sevenths (3/7) or more of the teaching hours per year.

The salary of a part-time teacher shall be:

$$\frac{\text{Number of work hours contracted per year}}{\text{Number of hours in total teaching year}} \times \text{salary step teacher is on}$$

C. Individual Contracts

Salary on individual teacher contracts shall indicate the amount of the basic teacher salary separate from the amount for supplemental salaries so as to avoid any misunderstanding which may arise from future changes.

D. Salaries Beyond the Bachelor's Degree

Any salary adjustment for the gaining of college credits beyond the bachelor's degree shall be subject to the following conditions: All payments for the movement to the BA + 20 semester hour, the MA or the MA + 20 semester hours track shall be made at the beginning of the school year, providing that appropriate proof of the degree and/or credits are received by the superintendent prior to September 20.

E. Additional Salaries, Courses for Teaching Improvement

It is the responsibility of each professional employee to receive their initial professional certificates. However, the Board of Education will assist the teachers who must keep those certificates current by paying for one-half of the tuition for those courses necessary for maintaining their continuing certificate (i.e., the six (6) hours every three (3) years, minus any CEU's that revert to credit, that are received).

If a teacher is paid tuition plus expenses for course work by an out-of-school organization, such as the Intermediate School District or a government sponsored organization, then they will not be reimbursed by the Les Cheneaux Community School District.

F. Daily Rate

The teachers daily rate of pay shall be his basic teacher salary divided by one hundred eighty two (182) days.

G. Length of Individual Contract

The individual teacher contract shall be of forty (40) weeks duration to include days of school (students present for instruction) holidays, work and records days and vacation days.

In the event that the school year must be extended due to weather or other reasons which require those days to be made up, it is understood that this length of a teacher contract shall be extended by the same amount of days as provided in Article 17.

H. Experience Credit

Effective July 1, 1989, the Board may grant to newly hired teachers experience credit on the salary schedule equal to the actual teaching time served pending proper certification and qualifications.

I. Extra Class Assignments

Classes assigned to be taught on hours before or after the regularly scheduled school day for a total of one hundred eighty (182) days of instruction for credit shall pay the teacher an additional one-seventh (1/7th) of his teachers salary.

ARTICLE 5  
SUPPLEMENTAL SALARIES

Supplemental salaries are calculated as a percent of the BA schedule with up to 10 years experience for each category. All salary adjustments are to be based on the BA schedule in effect at the beginning of the current school year.

A. Athletic Coaching

Football

Varsity Coach	10
Assistant (Varsity)	7
JV Coach	7
Assistant (JV)	6

Basketball

Varsity	10
JV	7
9th Grade	4.4
8th Grade	3.7
7th Grade	3.7
4th, 5th, 6th Grade	3.0

Track

Varsity Boys	10
Varsity Girls	10
Jr. High	7.0

Cross Country

Varsity	10
JV	7
Jr. Hi	3

B. Advisors

National Honor Society	2.0
Plays	4.0
Musical Director for Musical Plays	2.0
Annual Staff	7.0
Paper	.7
Senior Class	1.5
Junior Class	1.5
Student Council	2.0
High School Quiz Bowl	2.0

Cheerleaders	
Varsity	3.5
J.V.	2.5
8th Grade	1.5
7th Grade	1.5
 Band Director	 9.4

To qualify for the supplemental amount for the band director the band must perform at 50% of the home football and basketball games. Participation is also expected in both the solo and ensemble festival, band festival, plus other traditional programs and concerts. Participation equaling less than 50% will result in a direct proration of the 50%. (Note: These payments do not relate to summer theater)

C. Extra Service

Services required in connection with activities sponsored by the school, its classes or its organizations, which involve persons other than students of Les Cheneaux Community Schools shall include selling and/or collection of admission, minor officiating (scorer, timer, down box, yardage chain, etc.) Security and such other services shall be first available to teachers and then at the Administrator's discretion on a volunteer basis. In the event that voluntary performance of services is inadequate, the board through its administrators shall make assignments for performance of services on a rotation for K-6 students, to teachers of K-6 students, activities for 7-12 grade students to teachers of 7-12 students. Compensation for services shall be paid as a contracted service at the rate of twenty (\$20.00) dollars per service activity. Two events in an evening, i.e., a junior and senior varsity games or 7th and 8th grade events, shall be considered one (1) service activity. Timekeepers and official scorers shall be paid at fifteen (\$20.00) per service activity.

D. Driver Education

One-seventh (1/7th) of daily rate for BA base/hr.

E. Extra Curricular Compensation

The salary schedule for extra-curricular activities (schedule 5A and B) has been agreed to be based upon the Boards indication that criterion has been utilized in determining said schedule reflecting a single-rated pay existing for teachers doing similar jobs, requiring equal effort, time and responsibility.

F. All positions referred to in Article 5 are "non-tenure" positions.

G. Mentor Teachers

If a teacher is assigned to mentor a new teacher, the mentor will receive 1.5% of the BA base plus receive substitute teachers substitute pay for days outside of the contract year that they must attend training sessions either with or for the new teacher to be mentored.

A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of Public Act 335 (1993) and shall perform the duties of a Master Teacher as specified in the act.

Mentor Teachers shall be assigned in accordance with the following:

The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.

The Mentor Teacher shall be a tenured teacher.

Participation as a Mentor Teacher shall be voluntary to the extent possible.

Whenever possible, Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification.

Whenever possible, the Mentee shall be assigned to only one (1) Mentor Teacher at a time.

The Mentor Teacher assignment shall be for one (1) year, subject to review by the administration, Mentor Teacher and the Mentee after three (3) months. The appointment may be renewed in succeeding years.

Mentor teachers may have up to two (2) mentees if so desired.

Because the purpose of the mentor/mentee match is to acclimate the teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee nor shall the Mentee be called as a witness in any grievance or administrative hearing involving the Mentor Teacher. This article does not apply to unethical, illegal or immoral activities on the part of either the mentor or mentee.

Mentor teachers shall be paid 1.5% on the BA salary schedule for each mentee they accept.

## ARTICLE 6

### INSURANCE PROTECTION

Insurance Benefits are provided for full time employees. Those working less than full time will have their insurance benefits pro-rated based upon a full day being 7 hours.

#### A. HOSPITAL MEDICAL

The Board agrees to furnish to the employee the SET/SEG Health Insurance Medical Plan protection for a twelve (12) month period through August 31 for the employee and his/her entire family and any other eligible dependents as defined by SET/SEG.

Sponsored dependents shall be considered eligible dependents for health insurance. For 2000-2001 this will include a \$2.00 co-pay for prescriptions.

For the 2001-2002 year the prescription co-pay will increase to \$5.00.

For 2002-2003 the prescription co-pay will cost the employee \$5.00. If the premium increase exceeds 15% of the previous year the co-pay will be \$10.00.

However, the Board will reimburse the employee, semi-annually, (February & July) the \$5.00 for each prescription costing in excess of \$5.00 or the lesser amount of the total prescription cost if under \$10.00. To qualify for the reimbursement, the employee must submit a listing of all prescription receipts, to the business office by either January 30 or June 30 of that fiscal year.

#### Example:

Total cost of prescription:	\$8.50
Employee pays:	\$5.00
Employee reimbursement:	\$3.50

B. EFFECTIVE DATE

Insurance coverage subsidized by the Board shall take effect in the month in which a teacher begins active service.

C. CONTINUATION FOR RETIREMENT

A retiring teacher shall be continued in the Federation for the purpose of this article only for a period of three months beyond the month in which retirement is effective in order to provide uninterrupted coverage during transfer to a retirement group or personal coverage health insurance program.

D. TERMINATION

Insurance coverage benefits will be discontinued at the end of month of any employee termination.

Insurance coverage benefits will be discontinued at the end of month following any Board termination or layoff.

E. RESPONSIBILITY

The responsibility of the Board shall be limited to providing the contractual premium and deductible payments to SET/SEG.

F. INSURANCE PROTECTION

The Board shall provide the SET Incentive Dental Plan for all employees of the Bargaining unit and their eligible dependents, 60/60/60 orthodontic rider with \$1500 lifetime maximum payment for orthodontic work.

G. VISION INSURANCE

The Board shall provide vision insurance to all employees of the bargaining unit and their eligible dependents.

The following rates will apply:

1. Examination: \$55  
A complete vision exam up to but not exceeding
2. Regular lenses: \$73  
A single vision prescription up to but not exceeding  
(each pair of lenses)



## ARTICLE 7

### TEACHERS RIGHTS AND RESPONSIBILITIES

#### A. Use of Building and Facilities

The Federation and its members shall have the right to use school building facilities, outside of the school day as it is defined in this agreement, for meeting in accord with the Board policy for non-school sponsored organizations. Any additional costs incurred for the use of the facilities shall be borne by the Federation.

#### B. To Enter School Premises

Representatives of the parent organization of the Federation and any person or persons having need to contact Federation officers or members with regard to Federation of personal business or activities, shall enter school premises only by permission of the administration provided always that there shall be no interference with school functioning and the purpose and the need for the visit shall be made clear to the superintendent or his representative.

#### C. Forms and Reports

The teacher shall complete and submit all forms and reports requested by the Board and the Administration. Time limit for submitting shall be stated on all forms and reports.

#### D. Bulletin Boards and School Boxes

Bulletin boards shall be made available to the Federation and its members. The Federation may place its material in the mail system or post notices of meetings and results of Federation meetings or election results and the like. The material shall be signed by a Federation official. Materials other than the above shall be submitted to the superintendent for approval before posting or placement in school boxes. Bulletin boards shall be in the vicinity of the school mail boxes.

E. Insignia and Pins

No teacher shall be prevented from wearing the insignia or pin of membership in the Federation either on or off school premises.

F. Teachers Records Kept By The Board

Each teacher shall have the right upon request to review the contents of his/her personal file. The file shall include record of employment, contracts, evaluations, transcripts, certification and data requested by the Board. A representative of the chapter may, at the teachers request, accompany the teacher in this review.

G. Teachers and Students

No Federation or Teacher's view on matters relating to supervisor-teacher or Board-Federation relationships, or personal problems will be discussed by a teacher in the presence of a student in the performance of teaching duties and during school hours.

## ARTICLE 8 BOARD RIGHTS

### INTRODUCTION

The Board, on its own behalf and on the behalf of the district, hereby retain and reserve unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Michigan and of the United States, but without limiting the generality of the foregoing right.

The board reserves the right:

- a. **Control**  
To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- b. **Hiring**  
To hire all employees and subject to the provision of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer such employees.
- c. **Course of Instruction**  
To establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- d. **Methods and Materials**  
To decide upon the means and methods of instruction, the selection of the textbooks and other materials, and the use of teaching aids of every kind and nature-making consultation with the teacher or teachers concerned.
- e. **Schedules and Assignments**  
To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

f. Conclusion

The exercise of the following powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and the practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specified and express terms of this agreement.

ARTICLE 9  
TEACHING DAY

A. Teaching Day

The regular day shall begin at 8:00 A.M. and shall end at 3:15 P.M. at the appointed place of instruction and/or conference, except by permission or request of administration. The teaching week shall consist of five days, Monday through Friday.

B. Lunch Hours

The Board shall provide for teachers assigned to grades K through 12 a thirty minute duty free lunch period subject to emergency situations or problems connected with the inclement weather and with exception of hall duty.

C. Prep. Time

Each elementary teacher shall have an equal amount of time as secondary teachers for purposes of preparation of materials for classroom presentation. This time shall be spent in an assigned room in the building except as administrative permission allows otherwise. Every attempt shall be made to give teachers planning time in blocks of 30 minutes or more. (The exception to 30 minute block time would be for those teachers assigned to teach specials, i.e., Music, art and physical education.)

## ARTICLE 10

### TEACHING LOAD AND ASSIGNMENT

#### A. Assignments

One of the primary responsibilities of the principal and the superintendent shall be to assign the equitable amount of class and extra class work throughout the entire facility

#### B. Teaching Load

The normal weekly teaching load in the junior and senior high schools will be 30 teaching periods and five unassigned preparation periods. With out his/her consent, no teacher shall be assigned more than 30 hours of pupil contact per week. Assignment to a supervised study period shall be considered a teaching period for the purpose of this article. The normal teaching load in the elementary school shall not exceed 27 1/2 hour of pupil contact per week.

C. The Federation shall give the board room for consideration of such factors as the availability of qualified teachers, the growth in the number of pupils served, the limitations of school facilities and space, and avoidance of short time and half day desirability of providing specialized instruction through lectures of audio-visual instruction, and similar consideration.

#### D. Transfers

1. The word "transfer" shall mean a change in:

- A. Building assignment
- B. Grade Level assignment in grades (K-6)
- C. Subject area assignment grades (7-12)
- D. non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc.
- E. Special education assignment such as learning disability, emotionally impaired, etc.

2. The board recognizes that it is desirable making assignments to consider the interests and aspirations of its' teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing no later than April 1st. A copy of which shall be filed with the superintendent and a copy may be filed with the Federation.

The application shall set forth the reason(s) for the transfer, the grade or position sought, and the applicant's qualifications. Such request shall be renewed by the teacher once each year to assure active consideration by the board.

3. Involuntary transfers shall be minimized and avoided whenever possible. No transfer of assignment shall be made without prior discussion with the teacher. The superintendent shall notify the teacher and the federation of the reason(s) for such transfer. Teachers shall be assigned within the scope of their certification and/or major or minor field of study.
4. All teaching assignments will be made on a tentative basis by May 1 to ensure a reasonable period of time to prepare for the upcoming school year.

#### E. Teaching Load

##### Elementary

1. The board shall attempt to meet and maintain the state recommended standards for class size.
2. Each teacher shall have an equal amount of time as secondary teachers for purposes of preparation of materials for classroom presentation. This time shall be spent in an assigned room in the building except as administrative permission allows otherwise. Every attempt will be made to give teachers planning time in blocks of 30 minutes or more. (The exception to 30 minute block time would be for those teachers assigned to teach specials, I.E., music, art and physical education.)

## Secondary

1. In determining the teaching loads, consideration shall be given to the following components: The number of periods of class teaching, study hall duty, class size, guidance and supervisory activities, and the duty involved in the sponsorship of pupil activities.
2. Each teacher shall have one period per day for conference and preparation. This period shall be spent in an assigned room in the building except if administrative permission allows otherwise. These periods will be pro-rated according to any fractional day of the teacher's annual contract.



## ARTICLE 11

### VACANCIES

#### 11.1 Temporary Vacancy

Shall mean a bargaining unit position held by a teacher on leave of absence up to a year in duration.

#### 11.2 Permanent Vacancy

Shall mean a bargaining unit position newly created (including by not limited to positions created by increased enrollment, revised curriculum, and increased grades or subject areas) or bargaining unit positions the board intends to fill because of the resignation, retirement, dismissal for just cause or death of the teacher previously assigned to said bargaining unit position.

#### 11.3 The board shall be required to fill all vacancies

11.4 Whenever any vacancy exists which is not filled by the recall of a teacher laid off from this district, the board shall publicize the same by posting the vacancy period of not less than ten (10) calendar days and mailed to designated Les Cheneaux Education Federation representatives and those teachers that submitted a statement of intent, (including types of positions, extra curricular, etc. ) prior to the end of the school year. The vacancy shall not be filled during the time of the posting.

11.5 Any qualified teacher may apply for any permanent vacancy for which he/she is certified and qualified. All applicants for a position shall be notified by the board when said position is filled.

11.6 In filling a temporary vacancy, the following provisions shall govern:

A. The vacancy shall be filled by the recall of a teacher on lay-off from this school district if the teacher is certified and qualified. If there is not a teacher on lay-off or there are not laid off teachers who wish to take part-time positions, who are certified and qualified for the vacancy, the board may fill the vacancy from any source.

11.7 In filling a permanent vacancy, the following provisions shall govern:

A. Any teacher may apply for the vacancy. The following factors shall be considered, however, only when factors 1,2, and 3 are relatively equal shall length of continuous service be the determining factor:

1. Professional preparation
2. Professional experience
3. Availability of replacement for the teacher wishing to fill the vacancy.

The board shall have the right to consider and hire any employee for the vacant position.

## ARTICLE 12

### PAYROLL DEDUCTIONS

- A. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he/she receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regards to whether or not any employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit but not only for members in the Union, and this agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this agreement.

Within thirty days of the beginning employment by the Board a teacher may sign and deliver to the Board, through the Federation secretary, an authorization for payroll deduction of the membership dues of the Federation. Such dues shall be deducted from the basic teacher's annual salary and remitted monthly to the Association. An authorized deduction form agreed upon by the Federation and the Board shall be used.

Any teacher who is not a member of the Federation in good standing or who does not make application for membership within thirty days (30) from the date of commencement of teaching duties, shall, as a condition of employment, pay as a Representative Benefit Fee, to the Federation, an equal amount to the professional dues of the Federation. The teacher may authorize payroll deduction for such fees in the same manner as regular dues are deducted.

This article shall be effective retroactively to the date of this Agreement and all sums payable hereunder shall be determined from said date.

The Federation agrees to assume the legal defense of any suit or action brought against the Board regarding sections A through E of this Article of the collective agreement. The Federation further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
  2. The Federation, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  3. The Federation has the right to choose the legal counsel to defend any suit or action.
  4. The Federation shall have the right to compromise or settle any claim made against the Board under this section.
- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bond, charitable donations, or any other plans or programs jointly approved by the Federation and the Board.
- C. The Federation shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer or in reliance upon signed authorization cards or lists furnished to the employer by the Federation for the purpose of payroll deduction of dues.

## ARTICLE 13

### SEVERABILITY

If any provision of this agreement or any application of the agreement to any employee shall be found contrary to law, then such provision of application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this agreement and govern the relation of the parties thereunder.

## ARTICLE 14

### LEAVE OF ABSENCE

#### A. Professional Leave

A teacher may be released from regular duties without loss of salary two days each school year for the purpose of participating in departmental meetings and workshops as are deemed fundamental in improvement of one's teaching field, dependent on availability of substitutes and superintendent approval.

#### B. Sick Leave

A teacher shall be granted annually twelve (12) days sick leave. Unused sick leave shall accumulate from year to year to a maximum of 182 days. Sick leave may be used for personal illness or illness of spouse, children, mother, father, parent of spouse, grandparents, brother and sister only in the event these persons are living in that household. Upon depletion of accumulated sick leave, deduction for additional days missed shall begin immediately from that pay period. Any employee having sick accumulation in excess of 182 days on June 30, 1985 shall be frozen at that accumulation level.

A teacher may be granted the use of five (5) sick leave days (non-accumulative) for dealing with family illnesses, for those family members not living in the immediate household. Family for this provision is defined as father, mother, parents of spouse, child, stepchild or grandparents.

#### C. Statement

The Board shall furnish each teacher with a written statement on or near the beginning of each school year setting forth the total sick leave credit.

#### D. Bereavement Leave

Up to five days of accumulated sick leave, upon employee request may be used for death in the immediate family. Immediate family is interpreted to mean: father, mother, spouse, parent of spouse, brother, sister, child, grandparents, or dependents in immediate household.

#### E. Personal Business Leave

Teachers may be granted three (3) days per year non-cumulative, personal business leave if requested in writing and approved by the administration. Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it can not be attended to at a time when schools are not in session. (Teachers needing an additional personal business day for emergency purposes can take a day from their accumulated sick leave.)

If personal business days are not used, personal business days shall accrue as sick leave. An application for a personal business leave must be submitted in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable). No more than (3) teachers in the system may take business days on the same date unless approved by the administration. Personal business days are not to be used on days prior to nor after a scheduled vacation day(s). If, however, in cases of emergency or special situations, the use of a personal business day prior to a vacation day, or after a vacation day, will be at the discretion of the administration. Failure on the part of the administration to approve the use of a personal business day prior to or after a vacation will not be an issue for a grievance.

#### F. Jury Duty Leave

Teachers who are called to serve on juries shall be granted the difference in daily rate of pay over and above the amount to be paid by the court.

## G. Family Care

1. Family care leave without pay is available to any bargaining unit member upon request. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. The purpose of Family Care Leave shall be for caring for a new born child, an adopted child, or a seriously ill child or a catastrophic or personal illness of a member in the immediate family.
2. In order to provide for continuity within the classroom between pupil and member, if possible, the member shall provide the superintendent's office in writing at least thirty (30) days prior to the expected commencement date of leave so that necessary arrangements can be made to procure the member's replacement.
3. This leave may be renewed for one full year upon teacher's written request and approval of the Board. Written notice of intention to either return or resign shall be given to the Superintendent of schools by March 1 of the year in which the leave expires.
4. In the event of death of the object member of the leave, the leave of absence may be terminated under the following conditions;
  - a. the original requested leave was for twelve weeks or less,
  - b. any request for return within those twelve weeks requires a ten day notification period,
  - c. requests of more than twelve weeks shall be taken in their entirety



#### H. Exchange Teacher Leave

The Board may grant upon recommendation of the Superintendent a leave of absence to a teacher for not more than two semesters for exchange teaching. An employee while engaged upon an exchange teaching service shall be paid the same salary he would receive were he carrying on his regular assignment. An employee, upon completion of an exchange teaching service, shall agree to return to the service of the Board for a period of two years.

#### I. Extended Personal Business Leave

Unless otherwise indicated, the following conditions shall apply to the approved extended leave of absence without pay for personal business:

1. Request for leave shall be made in writing.
2. Eligibility shall be based on a minimum of two (2) years continuous employment in the district.
3. All extended leaves shall be limited to one year. Further extensions shall be at the will of the Board.
4. Salary increments shall not accrue.
5. Sick leave days shall not accrue but unused sick leave held at the start of the leave shall be reinstated.
6. Written notices of intention to either return or resign shall be given to the superintendent of the school by March 1, of the year in which the leave expires.
7. Re-employment during the school year shall be at the discretion of the Board.

J. Military Leave

Any teacher who may be conscripted into the defense forces of the United States for services or training shall be granted a military leave. He/she shall be reinstated to their position in this school system with full credit including the annual increment, under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of the said position. The application for retaining the position shall be made in writing upon receiving notice of induction into the military service. Upon release from military service the teacher must notify the superintendent of their intentions within ninety (90) days of date of discharge.

K. Under Workman's Compensation

Any teacher who is absent because of an injury or disease compensable under Michigan's Worker's Compensation Act shall receive from the Board the difference between the allowance under the Act and his regular salary.

L. Childhood Disease Leave

A teacher who is absent because of mumps, scarlet fever, measles, or chicken pox shall not be charged with sick leave up to a limit of ten (10) days when proof of such illness is shown by a doctor's statement.

M. Federation Leave

At the beginning of every school year, the Federation shall be credited with a total of eight (8) days to be used by teachers who are officers or agents of the Federation: Such use to be at the discretion of the Federation. The Federation agrees to notify the Board no less than forty eight (48) hours in advance of taking such leave. The first four (4) days of substitute costs will be the responsibility of the Board of Education the second four (4) days will be the responsibility of the Federation. No one teacher can be out of the classroom more than four (4) days total nor more than two (2) consecutive days under this provision.

## ARTICLE 15

### PROFESSIONAL GRIEVANCE PROCEDURE

#### A. Grievance-Definition

A grievance shall be reduced to a written statement of the ALLEGED violation of a provision of this agreement. The grievance shall be signed by the aggrieved teacher or teachers. It shall contain a statement of facts upon which the grievance is based with reference to the article and section of the agreement which have been allegedly violated and shall state the relief requested.

#### B. Oral Discussion of Grievance

A teacher or teachers with a grievance shall first discuss the matter with the principal, with the objective of solving the matter informally. The teacher or teachers may be accompanied by an Association representative. Such resolution shall be reported by the principal to the superintendent.

#### C. Written Presentation of Grievance

If the grievance is not resolved at the principal's level, the aggrieved teacher or teachers shall file a written grievance with the superintendent.

#### D. Filing

If the aggrieved teacher or teachers do not file grievance in writing with the principal or the superintendent within twenty (20) school days after the occurrence of the alleged violation then the grievance shall be considered waived.

E. Superintendent's Consideration

Within five school days of receipt of written grievance the superintendent shall meet with the representative of the Association and the aggrieved teacher or teachers in an effort to resolve the grievance. The superintendent shall within two working days after completion of said meeting or meetings make a written response to the Association and the aggrieved teacher or teachers. If mutually resolved the grievance shall cease. If not mutually resolved, the grievance shall be referred to the Board within two working days after the superintendent's written response.

- F. The Board shall, upon receipt of the grievance, and the superintendent's written response, meet within 10 working days (Monday through Friday) to consider the action. If resolution is not reached by the board within 10 working days of their consideration of the grievance, it may be submitted to arbitration before an impartial arbitrator selected by the American Arbitration Association, in accord with the rules which shall likewise govern the arbitration ruling.

G. Arbitrator Power

The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties shall agree to be bound by the award of the arbitrator, and agree that judgment thereon may be entered in any court of competent jurisdiction.

H. Cost

The cost of any arbitrator under this article shall be paid equally by the Association and the Board. All other costs involved shall be paid by the party incurring such costs.

I. Exclusions

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article.

- a. The termination of service or failure to re-employ any probationary teacher.
- b. The placing of a non-tenure teacher on a third year of probation.
- c. Any matter involving the content of a teacher's evaluation.
- d. Days cancelled or rescheduled due to inclement weather or other school closings on regularly scheduled dates.

## ARTICLE 16

### PROTECTION OF TEACHERS

#### A. In Discipline of Students

Since the teachers authority and effectiveness in his classroom is undermined when students discover there is insufficient administration backing and support of the teacher, 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.

#### B. Parent Complaints

Any complaint by a parent of a student directed toward any teacher shall be promptly called to the attention of the teacher by the administration.

## ARTICLE 17

### MISCELLANEOUS PROVISIONS

#### A. School Closing

Nothing in this agreement shall require the board to keep school open in the event of severe inclement weather or when otherwise prevented by an act of God. When the schools are closed to the students due to the above conditions, teachers shall not be required to report to duty. In the event closing, for inclement weather, occurs after school has started, teachers shall not be required to stay after students are dismissed.

The Federation agrees that if make-up days are necessary to be in compliance with state pupil instruction days requirement, the following provision will apply:

1. The make-up days will be made up at the end of the school calendar.
2. The 1st 4 make-up days will be made up without additional compensation.
3. Make-up days in excess of 4 shall be made up at the per diem rate.

#### B. Save Harmless

The Federation agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the board for the purpose of complying with this agreement.



- C. If at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When an Act of God or an employer directly forces the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

- D. If room temperatures drop below 60 degrees or rise above 80 degrees and the problem can not be rectified in a 24 period, the administration will prepare an alternative room or excuse the affected students from coming to school until the problem can be resolved.

## ARTICLE 18

### REMOTE INSTRUCTION BY TELEVISION

#### I. Definitions

- A. "Telecommunications" or "Telecommunications Classes" shall be defined as the teaching of students via a two-way interactive television system known as two-way interactive delivery system for schools.
- B. "Originating Site District" shall be defined as the location/designation in which the responsible teacher is located and wherein the telecommunication class is being taught.
- C. "Remote Site District" shall be defined as the location/designation where class instruction is being received via television.

#### II. Responsibilities of Originating and Remote Site Districts

- A. The originating site shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating site district and at all remote site districts.
- B. Behavior or discipline and supervision of students remote sites shall be the responsibility of the remote site district. If teachers are regularly assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervise remote site students during the teacher's preparation period.

### III. Working Conditions

#### A. Class Size

The parties mutually agree that the purpose of interactive television is to provide quality, cooperative academic programming in order to enrich education opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including students at the originating site district and those at remote sites, shall not exceed twenty-five (25) students per teacher, per class hour.

#### B. Class Preparations

A teacher assigned to teach via interactive television shall have a maximum number of three class preparations including the tele-communications classes. However, if it is necessary to exceed the maximum number of preparations the teacher shall receive a stipend of \$500 per semester.

#### C. Class Preparations

Originating sites agree that for a teacher acting as a presenter of a telecommunications class (during the regular school day) the telecommunications course taught shall count as one (1) preparation as reflected on the daily teaching schedule.

#### D. Classes Outside The Normal School Day/School Year

Teachers who are full time employees presenting telecommunications classes which are scheduled outside the normal school day shall be compensated at the community rate for classes.

E. Classes Outside The Normal School Day/School Year

Teachers presenting telecommunications classes which are scheduled outside of the normal school day or normal school year shall be compensated at a negotiated rate of pay at the originating site for such classes.

F. Training

Initial and on-going training in using telecommunications as an alternative educational system shall be made available to teachers who will be presenting telecommunications classes. Telecommunications teachers participating in training outside of the normal school day/school shall be compensated at the rate of .0007 times the average BA base for EUPISD K-12 bargaining units, per hour, for such training.

G. Teacher Evaluation

The evaluation of teachers of telecommunications courses shall be specifically subject to the evaluation process contained in the local collective bargaining agreement of the originating site district. All evaluations/observations shall require the physical presence of the evaluator. No observation for the purposes of evaluation shall be done or conducted by electronic means.

H. Mileage

Originating site district teachers who, from time to time, may be required to use their personal automobile to travel between sites or to training or to other meetings regarding interactive telecommunications shall be reimbursed for their allowable mileage in a manner consistent with their local collective bargaining agreement.

#### IV. Job Security

- A. The intent and purpose of the interactive telecommunications project is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts and to provide educational resources to the students of the districts in a cost effective and efficient manner.
- B. It is not the intent and purpose of the interactive telecommunications project to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of interactive telecommunications. Local reduction in personnel language shall prevail if staff reductions are necessary.
- C. It is specifically understood that any local school district teachers presenting a K-12 telecommunications class during the day shall be a member of the bargaining unit.

#### V. Scheduling and Assignments

- A. The interactive telecommunications program committee shall develop processes, procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations. The interactive telecommunications governance committee shall make the final determination of course offerings, and site locations on or before June 1 of each year.
- B. On or before June 15, of each year, (December 15 for second semester courses) the employer will post, in each building, a list of classes to be provided via two way instructional television during the following school year. The list will indicate, with respect to each class, the districts that will be receiving same. The list will also identify the number and type of positions required to provide the classes listed. Each district is to receive a copy of each posting.

- C. Teachers shall make their interest in teaching such classes known by sending notification of same to the superintendent or designee in their school district.
- D. Assignments to telecommunications courses shall be made on a yearly basis and shall be by mutual agreement of the employee and the originating site district. Such positions shall be filled on the basis of; 1. certification in the subject area; 2. demonstrated ability to use the system; 3. seniority and; 4. employed by the originating site district.
- E. Breaking Ties:

Should seniority ties occur between individuals bidding on telecommunications classes, such ties shall be broken and the assignment awarded on the basis of random draw.

#### IV. BROADCAST AND REBROADCAST CONDITIONS

In accepting any assignment to teach telecommunications course, the teacher assigned agrees to and acknowledges the following:

- A. A telecommunications class may be televised for demonstration purposes by mutual consent of the teacher and the originating site district. Videotapes of telecommunications classes may be used for other purposes by mutual consent of the teacher and the originating site district.
- B. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class.
- C. Videotapes of telecommunications classes are the property of the originating site district.

- D. All instructional presentations broadcast of instructive telecommunications classes, which teachers are paid to create, and produce, may be copyrighted by, and are the sole property of, the designated originating site district.

#### VII. Addenda Review Procedure

- A. It is agreed that representatives of the interactive telecommunications governance committee and the employee designated team will meet annually on or before March 1 for purposes of reviewing and if necessary, modifying this agreement between the districts.
- B. Inasmuch as the implementation and use of instruction by two-way interactive television in general is developmental, the parties agree that it may be necessary to meet from time to time, in order to resolve issues that were not contemplated or addressed in this addenda and shall be subject to the approval process.
- C. Either the Federation, Association or EUPISD may initiate interim dialogue regarding this agreement by mutual consent that such is desired.

#### VIII. Grievance Procedure

- A. The locally bargained grievance procedure shall be used.

#### IX. Courier Services

The Eastern Upper Peninsula I.S.D. delivery system may be used to provide regular courier service for the purpose of transporting documents, homework, classwork, tests and materials between the various originating and remote site districts.

## ARTICLE 19

### CHAPERONING

Proper chaperoning of students of the Les Cheneaux Community Schools is a high priority with the Board of Education and administration.

Teachers of classes or organizations sponsoring activities requiring chaperones, shall secure the services of parents, or other responsible adults, to act as chaperones, before such an activity may be held.

The student/chaperone ratio must receive administrative approval prior to the event taking place.

Activities requiring chaperones shall be:

1. Any social event of a class or organization
2. Any trip except field trips conducted within the regular school day.
3. Other activities as provided for above.



## ARTICLE 20

### TEACHER EVALUATION

The superintendent and/or principals shall evaluate every tenured teacher at least annually. Said evaluations shall include classroom visitations or 45 minutes for grades kindergarten through grade 5 and/or one scheduled class day period for grades six through twelve. This evaluation is to be an uninterrupted time in which instruction is being conducted by the teacher.

Non-tenured teachers shall be evaluated at least twice annually. Said evaluations shall include classroom visitations of 45 minutes for grades Kindergarten through five and/or one scheduled class day period for grades six through twelve. This evaluation is to an uninterrupted time in which instruction is being conducted by the teacher.

Written evaluations are to be made available to the teacher within three days of the observation. The teacher may request other evaluations and visitations if he/she so desires and such request shall be honored by the administration in so far as other administrative duties make it possible.

## ARTICLE 21

### REDUCTION IN PERSONNEL

#### LAYOFF AND RECALL PROCEDURE

It is hereby specifically recognized that the Board has the right to reduce the educational program, curriculum and staff and that the procedures set forth in this policy shall be used in laying off personnel subject to those limitations expressly set forth in the Master Agreement between the Board and Association.

##### A. Layoff Procedure

In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used:

1. Probationary teachers shall be laid off first. Layoff shall proceed on the basis of performance evaluation and inverse seniority. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified and available to perform the duties of the position of the probationary teachers.
2. If probationary teachers are laid off and the reduction of teaching personnel is still necessary then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of certification and seniority, i.e., for those with the least seniority are to be laid off first. For the purpose of this policy "seniority" is defined to mean the amount of time an individual is employed as a certified teacher with the school district.
3. A tenure teacher, who is laid off pursuant to this policy, has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purpose of this policy "qualified" shall be defined in the following manner:

- a. For placement of a K-6 grade level elementary position a tenure teacher is qualified by elementary certification. K-6 teachers to be assigned to the 7th and 8th grade levels shall meet all requirements for certification at the assignment level under the Michigan Teacher Certification Code and shall have at least a recognized minor in the subject matter area to be taught.
- b. For placement in a secondary teaching position 7-12, a tenure teacher is qualified if the teacher has certification to teach the specific course which he/she is attempting to be assigned.

#### B. Recall Procedure

1. Any teacher on layoff shall be recalled in inverse order of layoff provided the teacher is certified and qualified for the vacancy.

#### C. Individual Contract

1. The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article, if the individual position is eliminated.
2. In the event of a need to lay off due to a decreased student enrollment or shortage of revenue, the Board will give teachers 60 days written notice of lay off.

#### D. Non Grievable

The parties agree that nothing contained herein in this article shall be subject to grievance proceeding by, or on behalf of, any teacher or group of teachers.

## ARTICLE 22

### TERMINAL LEAVE PAY

Any teacher who has taught in the Les Cheneaux Community School system for ten (10) years and has been accepted into the Michigan Teacher Retirement Program shall be eligible for either, but not both, of the following benefits:

- A. \$100 for each year of service to the district up to a maximum, of thirty years upon retirement.
- B. Payment for unused sick days paid at the rate of one half (1/2) the substitute rate of daily pay. In the event of an employee's death, payment shall be to the employee's designated beneficiary.
- C. Retiring teachers under the age of (62) will receive an annual \$3500 stipend for 7 years, or until age 62, which even comes first. Payments shall be made on the teachers retirement anniversary date. The final years payment shall be pro-rated based upon the number of days the retiree is 62 years old during that year.

#### Examples:

- 1. A teacher retiring in June, at age 61, and whose 62nd birthday is July 10 of the same year, will qualify for 10/365 of the \$3500.
- 2. A teacher retiring in June, at age 55, and whose birthday is August 10 will qualify for 6 years at \$3500 and 41/365 the last year.

OR

#### EARLY RETIREMENT INCENTIVE

The board of education recognizes that there may be times when it could be beneficial for both the board and the individual teacher to have the teacher retire early. With that concept in mind the board may agree to assist teachers who may be interested or needing to retire early by purchasing universal buy-in credit. To qualify for Early Retirement Incentive the following stipulations will apply:

- A. The teacher must have at least ten (10) consecutive years of service with the Les Cheneaux Community Schools.
- B. The teacher must actually retire under the Michigan Public School Employees Retirement System.
- C. The purchase of universal buy-in credit shall not provide more than thirty (30) years of service credit, nor shall the board contribution exceed a maximum of five (5) years of universal buy-in credit.
- D. The board of education may purchase up to a maximum of five (5) years of retirement credit for an employee.
- E. The payment to the employee of the full cost of service credit, excluding any tax liability, shall be done prior to the employee actually retiring but after the employee has made application to retire during the designated time period.
- F. The teacher, through requesting board purchase of universal buy-in credit, agrees to accept such purchase as waiver/satisfaction of any other claim for compensation (e.g., unemployment comp., etc.) against the Les Cheneaux Community Schools.
- G. There shall be a limit of two (2) employees approved for board purchase of universal buy-in credit per year, unless expressly mutually agreed otherwise between the board and the union for good cause. The refusal to grant requests for universal buy-in credit beyond the first two (2) per year shall not be the basis of a grievance.
- H. Teachers considering this option must inform the board of education in writing between January 1 and March 1, preceding the school year in which they plan to retire. (Example: A teacher hoping to retire June 30, 1995, must submit a letter of application to the board between 1/1/95 and 3/1/95. If only two applications are received, which meet the above criteria, both may be honored. If more than two applications are received see letter G above.) Applications for mid-year retirement must be received between October 1 and November 1 and will only be considered for emergency purposes.

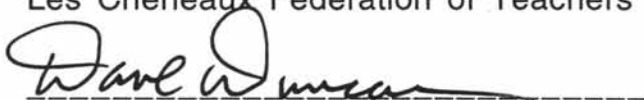
This contractual clause will be in effect for the duration of the Master Agreement only. It will become null and void upon the expiration of this agreement, June 30, 2003, unless mutually agreed upon by both parties to extend it.

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2000 and shall continue in effect through June 30, 2003. THE PARTIES AGREE THAT ALL NEGOTIABLE ITEMS HAVE BEEN DISCUSSED DURING NEGOTIATIONS LEADING TO THIS AGREEMENT, AND THEREFORE AGREE THAT NEGOTIATIONS WILL NOT BE REOPENED ON ANY ITEM, WHETHER OR NOT CONTAINED HEREIN OR WHETHER DISCUSSED AT ANY TIME DURING NEGOTIATIONS, DURING THE LIFE OF THIS AGREEMENT.

This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Les Cheneaux Federation of Teachers

  
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The Board of Education of the  
Les Cheneaux Community Schools

  
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