

7240

8/31/98

**Agreement
 Between
 Board of Education
 and
 The Essexville-Hampton
 Education Association
 For The Years**

**1994-95
 1995-96
 1996-97
 1997-98**

Essexville Hampton Public Schools

The Essexville-Hampton Public Schools
 Essexville, Michigan
 Michigan State University
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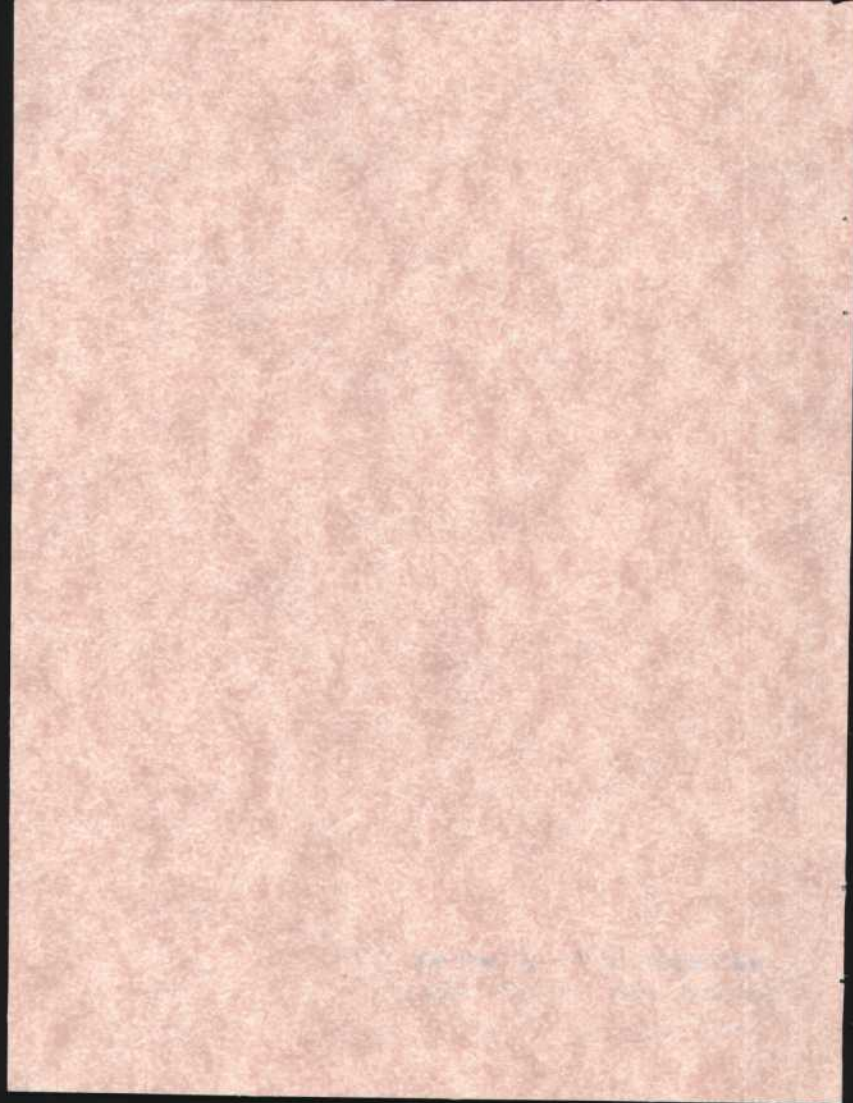


Table of Contents

Article I	Recognition	1
Article II	Rights of the Board	3
Article III	Association and Teacher Rights	4
Article IV	Agency Shop	7
Article V	Teaching Hours	9
Article VI	Teaching Conditions	11
Article VII	Qualifications & Assignments	20
Article VIII	Vacancies and Transfers	21
Article IX	Sick Leave Pay	23
Article X	Leaves of Absence	25
Article XI	Professional Behavior	32
Article XII	Professional Improvement	33
Article XIII	Reductions in Personnel	34
Article XIV	Continuity of Operations	39
Article XV	Teachers' Protection	40
Article XVI	Grievance Procedures	42
Article XVII	Waiver Clause	49
Article XVIII	Negotiations	49
Article XIX	Problem Solving Committee	51
Article XX	Professional Compensation	51
Article XXI	Calendar	65
Article XXII	Teacher Evaluation	68
Article XXIII	Teacher Intern Programs	69
Article XXIV	Duration of Agreement	69
Appendix A	Health Insurance	69
Appendix B	Health Ins. (Pro-rated Benefits)	70
Appendix C	Dental Insurance	70
Appendix D	Disability Insurance	70
Appendix E	Annuity Program	71
Appendix F	Life Insurance	71
Appendix G	Duplication of Insurance Benefits	72
Appendix H	Continuation of Benefits	72
Appendix I	Memorandum of Understanding	73

ARTICLE I

Recognition

- A. This agreement is entered into this 31st day of August, 1994, by and between the School District of Essexville-Hampton, City of Essexville, Michigan, hereinafter called the "Board," and the Essexville-Hampton Education Association, hereinafter called the "Association."
- B. The board hereby recognizes the association as the sole and exclusive bargaining representative for all persons holding positions which comprise the bargaining unit as hereinafter defined.
- C. The bargaining unit is defined to be comprised of those persons who hold positions for which they must be certified by the State Board of Education which include classroom teachers, support teachers, home school coordinators, guidance counselors, librarians, and athletic directors or coordinators. When disregarding the functions of the position, the remaining functions of the person place that person within the bargaining unit as defined herein: teachers of special education, high school department coordinators, driver education instructors, and all other positions which require the performance of the same or similar functions, provided that extracurricular positions which remain unfilled after the required posting period, that could have been filled from the

existing members of the bargaining unit, may be filled with appropriate personnel at the discretion of the board and such persons shall not be members of the bargaining unit and shall not be subject to the provisions of this agreement, except such persons shall pay a representation fee of \$5.00 to the association and shall be paid according to the extracurricular salary schedule.

The bargaining unit is further defined not to be comprised of and hereby specifically excludes those persons holding the positions of superintendent, assistant superintendent, administrative assistant, principal, assistant principal, director of elementary education, director of guidance, community school coordinator, business manager, and all other positions which require the performance of the same or similar administrative or supervisory functions.

The terms "teacher" or "employee," when used hereinafter in the agreement, shall refer to all employees represented by the association in the bargaining unit as defined above.

- D. The association certifies that it has heretofore been designated as such representative by a majority of the employees now in the unit, and that such designation has not been revoked.
- E. It is recognized that no final agreement on the master contract between the parties may be executed

without ratification by a majority of the board of education and a majority of the members of the association.

ARTICLE II

Rights of the Board

The employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States.

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

The parties agree that this contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this agreement.

ARTICLE III

Association and Teacher Rights

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations.
- B. The association and its representatives shall have the right to use school buildings upon approval by the building principal or designated representative, except in cases involving ten or fewer persons, prior approval shall not be needed but notification shall be provided to the building principal or his/her designated representative.
- C. The association shall have the right to use school facilities and equipment including typewriters, mimeograph machines, other duplication equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The association shall not use materials of the school district unless arrangements are made to purchase such materials.
- D. The association shall have the right to post notices of its activities and matters of association concern on teacher bulletin boards provided such notes are not controversial in nature and relate to normal

routine association business of the Essexville-Hampton Education Association. All such communication is to be signed by a representative of the association. The association may use the teacher mailboxes for communication to teachers upon submitting a copy to the superintendent or his designated representative at the time of distribution. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the association on school premises.

- E. The board agrees to furnish the association, in response to reasonable request, personnel and financial information pertinent to the negotiation process and master contract administration. The board agrees to furnish one copy of board minutes to the president of the association.
- F. When department coordinators are selected, the building principal shall confer with the building representative before the final selection.
- G. Act of God days will be made up only to the extent that the law requires. If the law does not require the rescheduling of school because of an act of God, the bargaining unit members shall be excused from reporting to duty without loss of pay.

If the law requires the rescheduling of school because of an act of God, the following methods will be used:

1. 180 days per year shall be scheduled as student days. If student school days are unable to be held for any reason, and such days are to be rescheduled as required by law, two non-student record days shall be rescheduled as student school days and for the next three days lost as school days for which rescheduling is required, no additional compensation shall be paid to teachers. For each alternate day starting the sixth day lost and rescheduled, 1/180th of each teacher's individual yearly salary shall be paid to each teacher for each alternate day thereafter (e.g., sixth paid, seventh not paid, eighth paid, etc.).
2. In the event the Michigan State Legislature passes legislation allowing a number of days to be lost due to inclement weather or other reasons without the requiring of rescheduling to a minimum of 180 student school days, such allowed lost days shall not be rescheduled. If necessary, two non-student record days shall be additionally used as student school days. After legislatively allowed lost days, and two record days are rescheduled as student days, 1/180th of each teacher's individual yearly salary shall be paid for each day starting the first day after state-allowed lost days.
3. Teachers shall not be required to attend school on the first scheduled records day if no scheduled student days have been lost to that point.

A student day will be rescheduled later in the year to make up for that day if required by law.

4. If any other days are used for act of God make-up days, other than the records day at the end of the first semester, teachers will not be required to report for the records day at the end of the second semester.
5. Make-up days to be added as needed at the end of the school year.

ARTICLE IV

Agency Shop

- A. Each teacher employed on or after September 1, 1971, as a condition of continued employment shall either:
 1. Become a member of the Essexville-Hampton Education Association, the National Education Association, and the Michigan Education Association, and sign and deliver to the district an assignment authorizing deductions of membership dues from the individual teacher's salary, or
 2. Not become a member of the associations but sign and deliver to the district an assignment authorizing deductions of a representation fee equivalent to the membership dues of the three

associations. Payment or assignment of dues must be made within 30 days of the beginning of school.

Pursuant to such authorizations, the board shall deduct one-tenth of such dues, assessments, and contributions from one regular salary check of the teacher each month for ten months, beginning in September and ending in June of each year, provided that each teacher submits a signed authorization and all additional information and details for monetary deductions into the central office by the end of the third school day following the receipt of the teacher's first paycheck.

At the teacher's option, he/she may elect to have the board make such deductions at the rate of one-fifth of such dues, assessments, and contributions from one regular salary check each month for five months, beginning in September and ending in January, provided that the teacher submits a signed authorization and all additional information and details for monetary deductions into the central office by the end of the third school day following the receipt of the teacher's first paycheck. Further, any teacher may pay the full amount to the association in one lump sum.

- B. Any teacher who shall fail to comply with the provisions of Section 1 or 2 of paragraph A shall have his/her employment terminated no later than the end

of the semester, provided that notice of non-compliance and request for termination is made by the association no later than December 1 for the end of the first semester, or April 1 for the end of the second semester.

- C. The association shall indemnify and hold the board harmless against all cost, claims, demands, suits or other forms of costs and liabilities which arise because of compliance with the provisions of this article. The association shall have its choice of attorney and control of any litigation arising under this provision.

ARTICLE V

Teaching Hours

- A. The normal work day for all teachers in the system shall be from 15 minutes before a teacher's first assignment until 15 minutes after a teacher's final assignment, i.e., Garber - 8:00 a.m. to 3:15 p.m., Cramer - 8:00 a.m. to 3:15 p.m., Bush - 8:00 a.m. to 3:15 p.m., Hughes - 8:00 a.m. to 3:15 p.m., Verellen - 7:45 a.m. to 3:00 p.m. The normal weekly maximum amount of time spent by a teacher in direct classroom teaching and/or supervision of students shall not exceed 1,500 minutes. If it should become necessary to assign a teacher outside the above stated times, his/her normal day shall not exceed the total minutes of the above times for the school in which he/she is employed, and his/her

normal day shall not begin before 6:45 a.m. nor end after 5:15 p.m. There shall be no split shifts. It is understood that each elementary school class schedule will include a maximum of one student recess.

- B. Upon agreement by the teaching staff, president of the Essexville-Hampton Education Association, principal, and superintendent, an individual school may alter the normal beginning and ending times of the school day in order to create time for staff development and school improvement activities.
- C. All teachers shall be given a 30 minute duty-free uninterrupted lunch period in the junior and senior high schools and 45 minutes in the elementary schools.

Each teacher with a full-time classroom teaching assignment shall be given a daily conference period minimally equivalent to the shortest classroom teaching period or 45 minutes, whichever is longer, at the junior high and senior high, and no less than 45 consecutive minutes at the elementary schools. Teachers will not leave their building during their conference period without permission of the administrator or designated representative.

- D. A specific day of the week shall be set aside for teachers' meetings. Teachers shall, when necessary and when directed to do so by the principal of the school, remain for an hour after school on that day for purposes of holding teachers' meetings.

ARTICLE VI

Teaching Conditions

- A. The board therefore agrees that the pupil-classroom teacher ratio in the school district will be no higher than 25 to 1 unless lack of sufficient facilities, or lack of sufficient funds, or other cause beyond the control of the board, makes it necessary that the pupil-teacher ratio be increased.
- B. In the event adult education or summer school courses shall be taught where State of Michigan laws require certification, wages, hours, and working conditions will be open to negotiations prior to the implementation of these programs.
- C. The board will set aside one room in each school, if available, for the exclusive use of the professional employees as a faculty lounge which is to be adequately furnished as determined by the board. The teachers may use existing telephone facilities. In the event it becomes necessary at any school to restrict or regulate parking, the teacher shall be granted the same privileges and rights as extended to those employees of the district holding executive or supervisory positions. When facilities are available, the board will provide a lunchroom for employee use.
- D. Teachers shall be informed of a telephone number they may call prior to 7:00 a.m., unless an

unavoidable circumstance prevents such a call, to report their unavailability for work.

- E. 1. At the senior high level, if the total number of students served by a teacher with a schedule of academic courses (including Sales and Law, Shorthand, Bookkeeping, Record Keeping, and General Business) is from 130-139, that teacher, upon request, shall be provided with a maximum of one hour of paraprofessional time per day on a scheduled basis. If the student load in an academic area is from 140-149 students, a teacher, upon request, shall be provided with a maximum of two hours of paraprofessional time per day on a scheduled basis. If the student load in an academic area is from 150-165 students, the teacher, upon request, shall be provided with a maximum of three hours of paraprofessional time per day on a scheduled basis. If the student load in an academic area is from 166-180 students, the teacher, upon request, shall be provided with a maximum of four hours of paraprofessional time per day on a scheduled basis.
2. A minimum of six (6) hours of paraprofessional help will be provided at the high school level regardless of overloads. The teachers qualifying for hours under E-1 are to be given priority in assignment of aide time.
3. At the junior high level, if the total number of students served by a teacher with a schedule

of academic courses is from 156-165, that teacher, upon request, shall be provided with a maximum of one hour of paraprofessional time per day on a scheduled basis. If the student load in an academic area is from 166-175 students, a teacher, upon request, shall be provided with a maximum of two hours of paraprofessional time per day on a scheduled basis. If the student load in an academic area is from 176-190 students, the teacher, upon request, shall be provided with a maximum of three hours of paraprofessional time per day on a scheduled basis. If the student load in an academic area is from 191-205 students, the teacher, upon request, shall be provided with a maximum of four hours of paraprofessional time per day on a scheduled basis.

- F. In each elementary building, the pupil-classroom teacher ratio shall not exceed 25 to 1. Computation of the ratio is to be made by first deleting the special education students and teacher from the total number of students and teachers. Half-day students and half-day teachers are to be counted as halves.
- G. A clerk for teacher use shall be provided at the junior high building on a full-day basis.
- H. Lesson plans for substitute teachers will be provided, by the teacher substituted for, for the first five days of any absence.

- I. A minimum of three (3) hours of paraprofessional/aide help will be provided at each of the three (3) elementary buildings for teacher use only. Schedules of paraprofessionals/aides will be determined jointly by the building principal and the teaching staff within that building.

Paraprofessional/Aide time will be provided for elementary teachers under the following conditions:

- Kindergarten teachers will receive one (1) hour of paraprofessional/aide time each session. If there are 26 or more students in any one session, kindergarten teachers will receive two (2) hours of paraprofessional/aide time.

- Teachers of grades 1-5 with a class load of 27 or more students, but not in a split classroom, will receive one (1) hour of paraprofessional/aide time while teachers with a class load of 30 or more students will receive two (2) hours of paraprofessional/aide time.

- Teachers of split classrooms will receive two (2) hours of paraprofessional/aide time.

Split classrooms in grades 1-2 or 2-3 will be capped at 25 students.

Split classrooms in grades 3-4 or 4-5 will be capped at 27 students.

- J. School Improvement Plan:

"SIP" as used in this article shall mean School Improvement Plan as provided in Act 197, P.A. 1989,

Section 15.1919 (919b) MSA or similar plans, programs or processes such as by illustration and not limitation, P.A. 25, Effective Schools, School/Parent Advisory Teams, Quality of Work Life Committees, Quality Circles, Outcome Based Schools Committees, etc.

The provisions contained in this Article shall apply to all School Improvement Plans (SIP) as provided in Public Act 187 of 1989, Section 15.1919 (919b) MSA, as well as to any other SIP as defined by the paragraph above.

In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment or the impact of any wages, hours, and/or other terms and conditions of employment of any bargaining unit members must be by mutual agreement of the board and the association prior to being implemented.

Upon signing of this agreement, the administration shall meet with the association and confer concerning planning activities relating to the implementation of the SIP concept throughout the district.

The conditions that follow shall govern employee participation in any plan, program or project included in the term SIP:

1. Participation by the employee is voluntary.
2. Participation or non-participation shall not be used as a criterion for evaluation, discipline, discharge, assignment or any other terms or conditions of employment.
3. SIP committees will not, in any way, alter the master agreement without the prior written agreement of the association.
4. Employees participating in SIP activities, including training and scheduled committee meetings, will be compensated as follows: released time for meeting or training held during the employee's regular work day.

K. The board of education shall meet and confer with the association prior to entering into any plan, agreement or other arrangement with any other organization (school district, ISD, etc.) which has the effect of reducing, eliminating, transferring, or otherwise diminishing any education program or service so as to reduce the number of actively employed bargaining unit members.

L. LRE/Inclusive Education:

While the parties acknowledge the policy of Least Restrictive Environment (LRE) is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.

1. Regular classroom teachers will be informed by the director of special education or his/her designee of the need to assign special education students to the regular classroom teacher prior to the actual assignment.

If any member, in writing, advises the administration of a reasonable basis to believe that a handicapped student assigned to the member has a current individual educational planning committee (IEPC) report that is not meeting the student's unique needs as required by law, the administration shall forthwith call an IEPC. The member so advising the administration shall be invited to, and attend, the IEPC.

2. Special education or handicapped students will be assigned in equitable numbers across general education grade levels within elementary locations offering special education classes and across sections of identical subject general education classes at the junior and senior high schools whenever possible (i.e., if nine students assigned to Wood Shop having three sections, three students would be assigned to each section).
3. The following conditions shall apply to placement of a low incidence handicapped or special education student in a general education classroom:

- a. Classroom teachers who feel that an injustice exists in an individual situation concerning the assignment of special education students within the concept of least restrictive environment or inclusive education may appeal the student assignment to the superintendent of schools or designated representative. The superintendent or designated representative shall report to the teachers' association, at a problem solving meeting, all appeals received and the disposition of all appeals forwarded under this section. If the teachers' association representatives disagree with the decision of the superintendent of schools, the representatives of the teachers' association may request a problem solving meeting as described in Article XIX.
- b. Administration has previously provided in-service training to the teacher regarding the instruction and behavioral management of handicapped or special education students in the regular education classroom setting, including the differing approaches, problems and techniques to be utilized with varying handicapping conditions and specific training in the area of the student's handicap.
- c. The board of education agrees that in implementing the LRE, the number of handi-

capped or special education students assigned to any regular education academic class is significant to students and teachers. In the event that the number or type of special education students in a class is of concern to the teacher, the administration will consult with the classroom teacher and special education teacher about ways to help the classroom teacher cope with the situation such as: assigning aide time, special consultation, or other intervention as the situation warrants.

4. Except in an emergency, no member shall be required to perform medical, hygiene or other non-instructional procedures for students such as (but not limited to) suctioning, catheterization, diapering, or attending to any personal hygiene or medical need(s) of the student(s).

M. In accordance with Article VI, Section B, of the master agreement, if an adult education program is started in the Essexville-Hampton school district, hours, wages and working conditions will be negotiated with the Essexville-Hampton Education Association. Although the consortium formed between the Essexville and Bangor schools for the purpose of adult education does impact the article, the EHEA at this time waives its right to negotiate. This is not to be construed to mean that the EHEA waives the right to negotiate in the future or that this will set a precedence in any future negotiations or grievances. The EHEA has been guaranteed that

the program is being run by Bangor schools and the finances are being handled and received by the Bangor schools, with only a small room usage fee being received by the Essexville-Hampton schools. If the program expands beyond this point and the Essexville-Hampton schools becomes a more substantial partner and the adult education staff is expanded beyond its present staff, Essexville-Hampton teachers will be given first opportunity for employment in the program and the EHEA will be involved in the negotiating of hours, wages and working conditions.

ARTICLE VII

Qualifications and Assignments

- A. All teachers shall be given written notice of their assignments for the forthcoming year by the last day of school whenever practical. In the event that changes in such assignments occur, teachers affected shall be notified and consulted with as soon as possible. Unless required by an emergency situation, changes in teachers' assignments will not be made after August 1 preceding commencement of school. In the event a teacher refuses such an assignment (on or after August 1), he/she will be released from tenure and contract obligations without prejudice.

B. Supplementary Services

1. All reimbursement for supplementary duties shall be made according to provisions of the master contract, the sole exceptions being adult education and summer school.
2. No extracurricular duty position shall be assigned any teacher without his/her consent.
3. In case of a vacancy in a supplementary duty position, appropriate notices shall be posted and teachers shall be allowed to make application and receive consideration.
4. It is understood that no teacher has a continuing right to an extracurricular assignment.

- C. Secondary teachers shall not be assigned outside their major or minor field of study or teaching certificate except voluntarily and for good cause.

Elementary teachers shall not be assigned outside the scope of their teaching certificates except voluntarily and for good cause.

ARTICLE VIII

Vacancies and Transfers

- A. Transfer - The superintendent of schools shall be responsible for the transfer of all faculty personnel.

Whenever a teacher is reassigned to a different school building, he/she shall be notified of such reassignment and may request a consultation with the superintendent of schools.

B. Procedure

1. Any faculty person desiring a transfer for the next year shall first notify the administrator to whom he/she is responsible and then shall submit his/her request in writing to the superintendent.
2. The superintendent's decision shall be final in all transfer cases.
3. The teacher shall be informed in writing of the reason for denial; however, that reason shall not be subject to the grievance procedure of this agreement and is hereby specifically and expressly excluded from arbitration.

C. Vacancies

Whenever vacancies in the bargaining unit occur during the school year and are to be filled at the start of the following school year, such vacancies will be posted so that interested faculty personnel may apply for such vacancy. In filling vacancies, length of service in the district will be considered.

During the summer vacation period, a representative of the association shall be notified concerning vacan-

cies in the bargaining unit. The association will supply an address to which notification of vacancies will be sent. The association is to be notified concerning administrative vacancies.

ARTICLE IX

Sick Leave Pay

- A. Twelve days sick leave with pay per year will be granted each teacher at the beginning of the school year. Part-time teachers shall be charged with one full day's leave for each regularly scheduled day missed. Unused sick leave shall be accumulated, but shall not exceed a maximum accumulation of 120 days.

- B. Any teacher who is awarded compensation under the Workman's Compensation Law because of a school-connected injury or disease will, for a period covered by the Workman's Compensation Law or during the period of disability, whichever is shorter, be paid his/her regular salary by the school district and will turn over to the school district any compensation check awarded under the Workman's Compensation Law and will not be charged against the sick leave pay of the teacher provided in paragraph A of this article. If the period of disability continues beyond the period covered by Workman's Compensation, such payment will be continued until the unused sick leave pay of the teacher has been thereby paid. If the teacher fails to turn compensation check into the school district, his/her regular paycheck will be withheld.

- C. On the day on which a teacher returns to school after any period qualifying for paid sick leave, that teacher shall file with the principal, on a form to be provided, certification of the illness. This certification shall include a description of the illness and shall be signed by the teacher attesting to the certification's veracity.

The board, at its expense, may require a physician's examination of a teacher and certification that the ailment justifies that teacher not performing the normal teaching functions if the teacher's illness exceeds three (3) days or is a recurring illness.

A teacher who has utilized all accumulative sick leave and/or any granted through the sick leave bank will be granted a leave of absence for a portion of or the remainder of the current or ensuing school year. Such a teacher, or a member of his/her immediate family, in his/her behalf, shall make a written request to the superintendent for such leave of absence, accompanied by a physician's certificate that he/she is unable to perform his/her teaching duties. He/She shall make a written request to the superintendent for reemployment when able to resume his/her teaching duties, accompanied by a physician's certificate evidencing such ability. The teacher shall be assigned to the same position in which employed prior to the illness or injury, or to a substantially equivalent position.

- D. There shall be established at the beginning of each school year a sick leave bank, funded with only the

unused personal business days from the previous school year. Teachers who have exhausted their accumulated sick leave shall be entitled to make withdrawals from the bank upon the grant and approval of a majority of the administrative panel of the bank. The administrative panel shall be comprised of three members designated by the association and two members designated by the board.

In the event that the sick leave bank days available in a given contractual year have been exhausted, the administrative panel may authorize days from the next succeeding year's bank. The next succeeding year's sick bank shall be reduced by the number of days borrowed.

ARTICLE X

Leaves of Absence

- A. A teacher whose illness or award under the Workman's Compensation Law continues beyond the unused sick leave period specified in Article IX hereof will be granted a leave of absence without pay for a period not to exceed one year. Such a teacher, or a member of his/her immediate family in his/her behalf, shall make a written request to the superintendent for such leave of absence, accompanied by a physician's certificate that he/she is unable to perform his/her teaching duties. He/She shall make the written request to the superintendent for reemployment when able to resume his/her teaching duties, accompanied by a physician's

certificate evidencing such ability. The board may require the teacher to submit to a physical and/or mental examination by a physician of its choice. If the board determines that the teacher is able to resume his/her teaching duties and his/her leave of absence has not expired, he/she shall be assigned to the same position in which employed prior to the illness or injury, or to a substantially equivalent position, commencing at such date as such a position becomes available.

- B. The phrase "immediate family," as used in this article or elsewhere in this agreement, is defined to mean the mother, father, husband, wife, sister, brother, mother-in-law, father-in-law, or child (natural or adopted), grandfather, grandmother, and grandchild of a teacher. Others may be approved by the superintendent.
- C. A teacher will be granted leaves of absence with pay to the extent only of his/her unused sick leave pay specified in Article IX hereof, each school year, as follows:
 - 1. For not to exceed five days because of critical (hospitalized) illness of each member of his/her immediate family of the teacher. Five days will be considered the maximum number that can be received at any one time.
 - 2. For such period of time as the teacher is necessarily absent from school because of an emergency if a request therefore is made to, and approved by, the superintendent, as soon

as conditions permit the teacher to make the request.

- D. A teacher will be granted leaves of absence with pay, not chargeable against the sick leave pay specified in Article IX hereof, each year as follows:
1. For not to exceed five days because of the death of each member of the immediate family of the teacher. Ten days will be considered the maximum number that can be received at any one time.
 2. For not to exceed those days required to serve as a juror in a court of record, but the pay of the teacher shall be continued at regular salary with all compensation paid to him/her as a juror turned in to the school district. If the teacher fails to turn a compensation check into the school district, his/her last check of the year will be withheld until such payment is made.
 3. For such period of time as designated by the superintendent for administration-approved visitations at other schools or educational conferences or conventions.
 4. For those days necessary to take a Selective Service physical examination. The board may require documentation of the necessary time to take this physical examination.

5. Personal Business Leaves

The parties agree there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. The board agrees that such leave, not to be accumulated nor deducted from sick leave, may be used under the following conditions:

- a. This leave shall be used only in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours, or during vacation periods.
- b. Teachers desiring to use such leave shall submit their request on the application form (provided by the board) at least five working days in advance of the anticipated absence, except in cases of emergency, to the superintendent or his designated representative. In cases of emergency, the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor.
- c. Such leave shall not be used for the purpose of picketing, for seeking other employment unless said teacher has been notified of layoff, rendering services, or working either with or without remuneration for themselves or for anyone else, for hunting, for fishing,

or other vacation or recreational activities. It is further understood such leave shall not be granted for the first or last day of the school year, nor on the first working days preceding or following a vacation period or holiday.

Maximum length of leave shall not exceed two days per school year.

6. Association Business Days

- a. The association will be allowed 15 days during which any association business may be accomplished as long as adequate notification is given and suitable replacements are available.
 - b. Participating teachers shall suffer no loss of pay.
 - c. These may be used by the association in whatever combinations it deems necessary (e.g., it may use three teachers for five days, one teacher for fifteen days, or any other combination so long as no more than fifteen days are used).
- E. A teacher may be granted a leave of absence without pay in order to:
- 1. Pursue studies related to his/her major or minor field.

2. Pursue studies necessary to obtain an additional teaching certificate.
3. Pursue studies, do research or assume special teaching assignments in other school districts when to the benefit of the school district.

Application for such leave of absence shall be made to the superintendent and be granted or denied by the board at its discretion, and, if granted, upon such conditions and for such length of time as the board may determine.

- F. A maternity leave of one year shall be granted without pay. A teacher having been duly granted maternity leave must apply for reemployment on or before March 1st prior to the school term if reemployment is desired.

A teacher returning from maternity leave shall be placed in the same or similar position previously performed.

If a teacher desires an extension of the one year maternity leave, an application for extension shall be made to the superintendent and be granted or denied by the Board of Education at its discretion.

The teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall be placed on the next

step of the salary schedule from which the teacher went on leave, provided that the teacher left on or after the semester break. If a teacher leaves before the semester break, the teacher will return on the salary schedule from which the teacher went on leave.

- G. A teacher who enters the Armed Forces of the United States will be given a leave of absence in accordance with Act 145, 1943, as amended.
- H. The board may grant a teacher a sabbatical leave for professional improvement for such period of time under conditions and with such rights as now or hereafter specified in the School Code of 1976, as amended (School Code Section 1235).
- I. A teacher elected to full-time public office or an officer of an affiliate of the state or national teachers' (MEA or NEA) organization may be granted, upon written request to the superintendent of schools, a leave of absence without pay or fringe benefits for an individual term of office. Requests will be considered by the superintendent. The recommendation of the superintendent concerning the requested leave of absence will be considered by the board of education along with an accompanying analysis by the superintendent as to the potential impact of the leave of absence upon the students within the school district or district curriculum.

ARTICLE XI

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions presently in effect and from time to time adopted by the board or its representatives which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. No teacher shall be disciplined or reprimanded without just cause. Any discipline or reprimand being without just cause may be subject to the grievance procedure hereinafter set forth. However, it is expressly understood that disputes arising over the failure to reemploy a teacher shall be subject to only the procedures set forth in the Tenure Act. Information forming the basis for disciplinary actions will be made available to the teacher and the association upon request.

In the event of repeal of the Michigan Teacher Tenure Act (Act No. 4 of the Public Acts of the Extra Session of 1937, as amended in 1967), the grievance procedure hereinafter set forth shall be used. The procedure shall apply to all teachers that have tenure at the time of repeal or have taught in the system for the equivalent of three full years and have been rehired.

The teacher shall have the right to enter any information in his/her tenure file which is in answer to material therein.

- C. Whenever a teacher is called to an administrative office for the purpose of any investigation which may culminate in a reprimand or disciplinary action, the teacher will be so notified and may request the presence of the building representative or his/her alternate, who will be summoned before the investigation continues. The building representative's presence is for the sole purpose of acting as witness for the teacher at the investigation stage.

ARTICLE XII

Professional Improvement

- A. The administration will, whenever financial resources allow, endeavor to provide, upon application, the necessary funds for teachers who desire to attend professional conferences. Travel, meals, lodging and registration fees shall be deemed reasonable expenses of the school board, as well as the cost of a substitute teacher if needed to relieve the teacher attending such conferences.
- B. Each teacher, upon original employment or in a new assignment, shall have a conference with an administrator as to the nature of the teacher's assignment within the first full week of school, provided that

such conference shall not be construed as a delineation of the exclusive duties and responsibilities of the teacher.

- C. There shall be a Professional Development Committee appointed utilizing the following concept: Committee to be composed of five members, three appointed by the association and two appointed by the superintendent, one of whom shall be the superintendent of schools who shall serve as chairperson of the committee; such appointments to be made no later than August 15 of any year covered by the agreement. The Professional Development Committee shall meet at least once a month during the regular school year. This committee shall be charged with the development of programs and policies for professional development days. The committee shall plan and schedule the professional development days provided in this agreement and such schedule shall be submitted not later than May 15 any year covered by this agreement for the next school year.
- D. The board will pay all membership fees for any teacher wanting to join one state organization in his/her teaching area with the understanding that a maximum of \$2,000 for all teachers will be allowed for this purpose.

ARTICLE XIII

Reductions in Personnel

Should substantial and unforeseen changes in student

population or other conditions make necessary a general reduction in the number of teachers employed by the board, the board will follow the procedures set forth in this article in laying off teachers.

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.
 - a. 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 the probationary teacher is vacating; or
 - b. Unless the position that the probationary teacher is vacating is being eliminated altogether.
2. If 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 seniority except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first. For the purpose of this article, "seniority" is defined to mean the amount of time an individual is continuously employed as a certified teacher within the school district.

3. A tenure teacher who is laid off pursuant to this article has the right to be placed in a teaching position for which the teacher is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purpose of this article, "qualified" shall be defined in the following manner:
 - a. For placement in a K-6 grade level elementary classroom position, a tenure teacher is qualified if the teacher has elementary certification and has a minimum of one (1) year's experience at the K-6 level within the last five (5) years of employment within the district. For placement in music or library services, a teacher must be elementary certified and have a major or minor in the position sought. For placement in developmental kindergarten, a teacher must have a major or minor in early elementary education or special education. K-6 teachers to be qualified for an assignment to the 7th and 8th grade levels shall have a minimum of one (1) year's teaching experience within the past five (5) years in the specific subject area the teacher is attempting to be assigned or agree to take a minimum of three (3) semester hours of academic training in that specific subject area for two (2) consecutive semesters for a total of six (6) semester hours credit. Such academic training shall commence with the next regular semester in which such subjects are taught at an ac-

credited institution of higher education. Furthermore, the expense of this training shall be incurred by the teacher and the classes shall be taken during off-duty hours. Failure to comply with the provisions set forth in this section shall result in the forfeiture of all seniority rights and benefits gained pursuant thereto.

- b. For placement in a secondary teaching position (7-12), a tenure teacher is qualified if the teacher either has a minimum of one year's teaching experience within the past five years in the specific subject area or agrees to take three semester hours of academic training in that specific subject area for two consecutive semesters for a total of six semester hours of credit. Such academic training shall commence with the next regular semester in which such subjects are taught at an accredited institution of higher education. Furthermore, the expenses of training shall be incurred by the teacher and the classes shall be taken during off-duty hours. Failure to comply with the provisions set forth in this section shall result in the forfeiture of all seniority rights and benefits gained pursuant thereto.
- c. When a reassignment has been made involuntarily and that assignment is for no more than one class period outside the area in which the teacher is qualified, the require-

ment of additional academic training shall be waived. When the reassignment is for more than one class period, the superintendent shall determine if a waiver of additional training shall be granted. Should the waiver not be granted, the school district shall pay the cost incurred for additional academic training upon submission of an itemized statement of costs limited to tuition, required textbooks, and mileage not to exceed 50 miles one way.

When a teacher requests a reassignment outside of his/her area of certification and qualification in order to maintain a teaching position, the superintendent shall determine if a waiver of additional academic training shall be granted. Should a waiver not be granted in this circumstance, the teacher will be responsible for the costs of academic training.

B. Recall Procedure

Recall of teachers shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that a teacher, in order to be reassigned, shall be certified and qualified as herein set forth to teach the specific course he/she is being assigned.

C. Individual Contract

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.

ARTICLE XIV

Continuity of Operations

The association and board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy.

The association and board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The association therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other similar interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of this article shall be cause for whatever disciplinary action is deemed necessary by the board.

ARTICLE XV

Teachers' Protection

A. Damage to Personal Property

If, in the performance of regular or assigned teaching duties of a teacher, without negligence on his/her part, the teacher shall suffer damage to or theft of his/her clothing or other personal property, but not including damage to automobiles or loss of money, to the extent of \$5.00 but not more than \$100.00 per year, the board shall make reimbursement. The board may require subrogation, assignment and full cooperation by such teacher in seeking recovery from any party responsible for said loss.

B. Problem Children

1. 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. This support will include the identification and, if necessary, the removal of the severely retarded or emotionally disturbed child from the classroom.
2. Identification of the 'problem' child would begin with the recommendation of the classroom teacher. This recommendation would include the documentation by the classroom teacher of the behavior or symptoms of the child. The administration would then follow through with steps such as calling in parents, the family physician,

and such experts as might be available to the school system. (Such special personnel might include guidance counselors assigned to the elementary, junior high or senior high; school psychologist; school visiting teacher; speech therapist; or other specialist with training in child behavior or psychology. In the absence of school specialists, the administration would call upon agencies available in the community such as United Fund family casework agencies, the Child Guidance Clinic, etc.).

3. Upon expert recommendation, the teacher's responsibility for the individual child would be established, treatment of the child would be indicated, if necessary, and the board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

C. Assault

1. Any case of job-related assault upon a teacher shall be promptly reported to the board or its designated representative. The board will provide legal counsel to inform the teacher of his/her legal rights and obligations with respect to unprovoked job-related assaults and shall render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
2. If any teacher is complained against or sued by reason of disciplinary action taken by the

teacher against a student, the board will provide legal counsel and render all necessary assistance to the teacher in his/her defense, provided the teacher was performing his/her duties in accordance with board and school policies and was not unreasonable.

3. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher, if the teacher was acting in a reasonable manner.
4. It is understood by the parties that the current errors and omissions coverage will be continued which provides potential liability coverage for members of the board of education as well as the teaching staff.

ARTICLE XVI

Grievance Procedures

A. Definition

1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been as to him/her a violation, misinterpretation or inequitable application of a specific provision of this agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

2. As used in this article, the term "teacher" may mean a group of teachers having the same grievance.
3. The association shall have the right to file a grievance in its own name subject to the same time requirements governing individual grievances and shall be entitled to appeal from any decision at any level of the grievance procedure in its own name without the consent of the aggrieved teacher(s).

B. Procedure

1. The teacher who feels that he/she has a grievance should first take the matter up verbally with the principal of the school, within 15 days following the act or condition which is the basis of his/her grievance, who will attempt to resolve it for him/her.
2. If this fails to resolve the grievance, the teacher shall reduce the grievance to writing, within 10 days, specifying the section of the contract he/she alleges is violated, the events that caused the alleged violation, and the remedy he/she seeks.
3. Within five working days of receipt of the grievance, the principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the teacher may appear personally or

he/she may be represented by an association representative or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.

4. Within five working days of such conference, or longer if mutually agreed to in writing, the principal shall answer such grievance in writing. If the principal does not answer such grievance within the specified five day period, and no extension of this period has been mutually agreed to, the grievance as presented will be accepted and the remedy applicable thereto be applied.
5. If the grievance is not appealed from the written answer within five working days, the principal's decision will be final.
6. If the association does not accept the principal's answer, the grievance may be appealed to the superintendent of schools by sending such notice to him within five working days from the date of the principal's decision.
7. Within ten working days of receipt of the appeal, the superintendent or his designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher.

8. Within ten working days, or longer if mutually agreed to in writing, the superintendent or his designated representative shall answer such grievance in writing. If the superintendent does not answer such grievance within the specified ten day period, and no extension of this period has been mutually agreed to, the grievance as presented will be accepted and the remedy applicable thereto be applied.
9. Such answer shall be final and binding unless appealed to the next step within ten working days from the date of the decision.
10. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration at the election of either the teacher association or the board of education. The matters to be arbitrated shall be submitted to a board of three arbitrators as follows:
 - a. Within ten days referred to above (step 9), the party choosing to arbitrate must give written notice to the other party setting forth specifically the nature of the dispute to be arbitrated and designating one arbitrator selected by it.
 - b. Within five working days from the receipt of such notice, the other party shall notify the first party of the arbitrator selected by it, and may also serve on the first party its statement of the matters to be arbitrated.

- c. Within five days after the selection of the second arbitrator, the two arbitrators shall select a third. If they are unable to agree on a third arbitrator within five days, the aggrieved party may, within 15 days, submit the grievance to arbitration before an impartial arbitrator. He/She shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration hearing.
11. This agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Board of Arbitration in the same manner as other collective bargaining agreements. The function and purpose of the Board of Arbitration is to determine disputed interpretations of terms actually found in the agreement, or to determine disputed facts upon which the application of the agreement depends. The board shall therefore not have authority nor shall it consider its function to include the decision of any issue not submitted or to so interpret or apply the agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The board shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this agreement. Past practice of the parties in interpreting or applying terms of the agreement can be relevant

evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction) of written terms of this agreement. The Board of Arbitration has no obligation or function to render decision or not to render decision merely because in its opinion it is unfair or inequitable.

12. If either party shall claim before the arbitrators that a particular grievance fails to meet the tests of arbitrability, as the same are set forth in this article (Grievance Procedure), the arbitrators shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrators shall have the authority to determine whether they will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrators determine that such grievance fails to meet said test of arbitrability, they shall refer the case back to the parties without a recommendation of the merits.
13. Unless expressly agreed to by both parties, in writing, the Board of Arbitrators are limited to hearing one issue of grievance upon its merits at any one hearing. Separate Boards of Arbitration shall be constituted for each grievance appealed to binding arbitration.
14. All cases shall be presented to the arbitrators in the form of a written brief prepared by each party setting forth the facts and its position and

the arguments in support thereof. The arbitrators may make such investigation as they may deem proper and may, with the joint consent of the association and the board, hold a public hearing and examine the witnesses of each party and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings. Within 30 days after the close of the hearing, or the date established for filing Post Hearing Briefs if so desired by either party, the Board of Arbitration shall issue its decision, which shall be final and binding.

15. Cost of Arbitration

The fee and expenses of the third impartial arbitrator, the cost of transcripts (if such be requested by the Board of Arbitration), and the cost of the room shall be borne equally by the association and the board. All other expenses incurred shall be paid by the party incurring them.

16. If a grievance is filed on or after May 15th, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

ARTICLE XVII

Waiver Clause

The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

It is understood by the parties that the above paragraph may be modified by mutual consent of the parties concerning items of mutual concern that would not include the following items: salary scale, health insurance, tuition, life insurance premiums, and long term disability premiums.

ARTICLE XVIII

Negotiations

A. Negotiation Days

1. The association shall be granted a maximum of 25 days in which members selected by the association shall be relieved of teaching duties without loss of pay in order to participate in contract negotiations whenever suitable replacements are available if negotiations are held.

2. The association shall reimburse the board for the substitutes' pay for each of these days used.
 3. These days may be used by the association in whatever combinations it deems necessary (e.g., it may use five teachers for five days each, or one teacher for 25 days, or any other combination, so long as no more than 25 days are used).
- B. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect and the invalid portions open to negotiations within 20 days.
- C. On or before April 1st of the school year in which this agreement terminates, the parties agree to commence negotiations for, and to diligently endeavor to reach agreement as to a new contract covering the rates of pay, wages, hours of employment, or other conditions of employment of the employees of the school district who are represented in bargaining by the association as defined in Article I, Section C, of this agreement.
- D. Each of the parties recognizes the right in the other to select bargaining representatives of its own choice. The execution of this agreement, or any supplemental agreement, shall constitute a certification

by the association that the provisions and the execution thereof has been duly approved by such percentage of its members as necessary under its Constitution or Bylaws by resolution adopted at a meeting thereof duly called for such purposes; and as to the board of certification that the provision and execution hereof has been duly authorized by a majority of the members constituting the board and evidenced by a resolution adopted at a legal meeting of the board.

ARTICLE XIX

Problem Solving Committee

Once each month, or whenever mutually agreeable, a "problem solving committee" composed of administrators and teachers shall meet in order to discuss items of concern to all parties. Regular membership on the committee will be composed of three administrators and three teachers. However, either group may request other interested persons to attend. It is understood by the parties that the association representatives may request that the president of the board of education appoint up to two (2) board members to attend a problem solving meeting.

ARTICLE XX

Professional Compensation

- A. It is understood that same process for hourly rate development for drivers training will be applicable as it is to the salary schedule. Driver education teachers shall receive the following hourly rates:

	94-95	95-96	96-97
Behind the Wheel	\$17.77	\$18.13	\$18.67
Classroom	\$20.06	\$20.46	\$21.07

1997-98 compensation to be determined by negotiations.

- B. Both parties recognize the advisability of furnishing tutoring and/or homebound instructional services in circumstances of student need, as determined by the superintendent.

It is understood that an individual performing instructional services in a tutoring or homebound capacity will be paid at a rate of \$15.53 per hour for 1994-95, \$15.84 per hour for 1995-96, and \$16.31 per hour for 1996-97. The 1997-98 compensation will be determined by negotiations. The extent of the services to be controlled by the superintendent.

- C. 1. *Semester hours must be in major teaching field, or toward Masters or BA +30 and in major teaching field, or toward an advanced degree for MA +30.
2. In placing new personnel on the salary schedule, credit for previous regular K-12 teaching experience only will be given as follows:
- One (1) year of experience for each of the first five (5) years.
 - One-half (1/2) year of experience for each of the next six (6) years.

- c. Under no circumstances shall the total experience allowed exceed eight (8) years.
 - d. If accepted experience as calculated by the above three procedures equals other than a whole number, the experience accepted will be reduced to the nearest whole number.
 - e. The district may give credit for other previous teaching experience only with the agreement of the association.
3. After initial placement on the salary schedule, a teacher's advancement on the schedule will be determined by a combination of initial placement and succeeding years or parts of years service. Should this determination result in a fraction of a year, the placement will be rounded up or down to the nearest whole number (.5 and greater will be rounded up; .49 and less will be rounded down).
- D. A teacher required in the course of his/her employment to use his/her personal automobile shall be reimbursed according to board policy.

E. Teacher Salary Schedules — 1994-95

Step	BA	BA + 30/MA	MA + 30
1	\$24,184	\$26,525	\$27,908
2	26,206	28,653	30,036
3	28,121	30,781	31,951
4	30,142	32,909	34,079
5	31,951	35,037	36,207

6	33,973	37,271	38,229
7	35,888	39,399	40,357
8	37,910	41,527	42,485
9	39,931	43,762	44,613
10	41,953	45,890	46,847
11	44,273	48,451	49,308
15	45,159	49,420	50,294
20	46,062	50,408	51,300
27	47,805	52,755	54,083

1995-96

Step	BA	BA + 30/MA	MA + 30
1	\$24,918	\$27,306	\$28,716
2	26,980	29,476	30,885
3	28,933	31,647	32,840
4	30,995	33,817	35,011
5	32,890	35,988	37,181
6	34,652	38,016	39,494
7	36,606	40,187	41,164
8	38,289	41,942	43,335
9	40,330	44,200	45,059
10	42,373	46,349	47,315
11	44,273	48,451	49,308
13	45,230*	50,146*	51,577*
17	46,560*	51,524*	52,856*
22	48,357*	53,520*	54,904*
27	50,155*	56,014*	57,465*

*See Memo of Understanding dealing with the salary schedule for 1995-96 / 1996-97.

**Teachers were frozen on their 1993-94 step for the 1994-95 school year, however, they will be returned to their proper step for the 1995-96 school year (i.e., if a teacher was on step 6 in 1993-94, he/she would be on step 6 for 1994-95 and on step 8 for 1995-96).

1996-97

Step	BA	BA + 30/MA	MA + 30
1	\$25,666	\$28,125	\$29,577
2	27,789	30,360	31,812
3	29,801	32,596	33,825
4	31,925	34,832	36,061
5	33,877	37,068	38,296
6	35,692	39,156	40,679
7	37,704	41,393	42,399
8	39,438	43,200	44,635
9	41,540	45,526	46,411
10	43,644	47,739	48,734
11	45,601	49,905	50,787
13	46,700*	51,776*	53,253*
17	48,073*	53,199*	54,574*
22	49,929*	55,259*	56,688*
27	51,785*	57,834*	59,333*

*See Memo of Understanding dealing with the salary schedule for 1995-96 / 1996-97.

F. Extracurricular Percentages	Percentage Level
1. Educational Specialist	14
2. High School Athletic Director	11
Head Varsity Basketball - Boys	11
Head Varsity Basketball - Girls	11
Head Varsity Football	11
3. Drama/Musical	10
Head Track - Boys	10
Head Track - Girls	10
Baseball	10
Softball	10
Volleyball	10
Wrestling	10
Head Swimming - Boys	10
Head Swimming - Girls	10
4. Head Tennis - Boys	8
Head Tennis - Girls	8
Golf	8
Cross Country - Boys	8
Cross Country - Girls	8
J.V. Basketball - Boys	8
J.V. Basketball - Girls	8
Freshman Basketball	8
Freshman Football	8
J.V. Football	8
Assistant Varsity Football	8
Band Director	8
Yearbook	8
Journalism	8

5. Coordinators	7
High School Cheerleading	7
6. Assistant Track - Boys	6
Assistant Track - Girls	6
J.V. Baseball	6
J.V. Softball	6
J.V. Volleyball	6
J.V. Wrestling	6
Freshman Volleyball	6
Assistant Swimming	6
Junior High Athletic Director	6
7. Asst. Freshman Basketball -Boys	5
J.V. Tennis	5
Assistant J.V. Football	5
Assistant Freshman Football	5
J.V. Golf	5
Junior High Basketball	5
7th-8th Grade Volleyball	5
Junior High Wrestling	5
Vocal Music	5
Debate	5
Forensics	5
Assistant Debate and Forensics	5
Junior High Track	5
8. Junior High Band	4
Dance Troupe	4
Junior High Cheerleading	4
Asst. High School Cheerleading	4
Science Olympiad	4
9. Junior High Academic Track	3
(2 positions)	(each position)

10. Assistant High School Band Director 2

11. After-school elementary music program will be paid on the basis of one-half percent (.5%) for each building assignment.

Prorated elementary and junior high vocal music.

G. Extra annual pay for extracurricular activities outside of the normal work day, work week, or school year shall be paid to the following positions as next stated: Each teacher will receive a percentage increase of the first seven steps of the Bachelor's scale based on the number of years experience in this system in the field of his/her extracurricular activity.

1. The position of high school athletic director is to be at 11%, in addition to 3-3/5 hours of released time to perform the duties of high school athletic director. The position of junior high athletic director is to be at 6%, in addition to one (1) hour of released time to perform the duties of junior high athletic director. The teacher who performs the duties of high school athletic director or junior high athletic director pursuant to the terms of this provision shall be retained in a full-time classroom teaching assignment should the teacher exercise the option to refuse the duties of the high school athletic director or junior high athletic director for subsequent years or should the board decide not to offer the position to the teacher or eliminate the position, provided that the board reserves its rights under the Tenure Act to take action pursuant to just cause should such a situation arise.

2. The board shall indemnify and hold the association harmless against all costs, claims, demands, suits or other forms of costs and liabilities which may arise because of litigation alleging discrimination on the basis of sex because of the association's agreement to the percentages as set forth herein. The board shall have its choice of attorney and control of any litigation arising under this provision.
- H. The board will assume the five percent (5%) retirement payments on teacher compensation.
- I. In receiving his/her regular teaching salary for a school year, a teacher shall elect one of the following three plans at the beginning of the school year. The teacher must make the election known to the Central Office at least one week prior to the first pay day of the school year or plan # 1 will be used.
1. Twenty-one (21) equal biweekly pay periods.
 2. Twenty-six (26) equal biweekly pay periods.
 3. Twenty-six (26) equal biweekly pay periods, with the privilege of collecting the balance at the 21st pay.

In the event that a pay day falls within three (3) days after the start of a vacation period, payroll checks will be delivered to the teachers on the last regularly scheduled work day prior to the start of the vacation period, and dated as of that day, when possible to execute within the framework of the data processing department of the Bay-Arenac Intermediate School District.

J. In an individual year that Yearbook or Journalism are scheduled as part of a classroom assignment, the extracurricular percentage of eight percent (8%) will not be paid.

K. Teachers engaged in curriculum development work outside the normal school year will be compensated at the rate of \$16.07 per hour worked for 1994-95, \$16.39 for 1995-96, and \$16.88 for 1996-97. The 1997-98 compensation will be determined by negotiations. All curriculum development work must have the approval of the superintendent. No teacher will be required to do summer curriculum work, nor is the district required to provide such work to any teacher.

L. Retirement Options

The board of education shall provide options to eligible teachers as defined herein subject to the defined restrictions and provisions. Each eligible teacher may select one of the following options:

Option 1:

Full-time teachers with 20 (twenty) or more years of service in the Essexville-Hampton Public Schools may, upon retirement, elect a board-paid severance payment. The severance payment shall be one-half day's pay for each day of accumulated sick leave to a total maximum amount of \$10,000.

Option 2:

Full-time teachers with 10 (ten) or more years of service in the Essexville-Hampton Public Schools

may elect to apply for the position of Educational Specialist. The board of education shall create five (5) such positions per year. The eligible teacher may select this option for one, two, or three years of 50 (fifty) hours of work.

Teachers must apply for the positions in writing to the superintendent of schools by October 1 specifying the area or areas in which they would prefer to be assigned. The positions will be filled on the basis of seniority if there are more applicants than positions available. Teachers applying for these positions must have a minimum of 10 (ten) years in the Essexville-Hampton system and a working knowledge of the district's policies, practices and curriculum. Those serving in these positions shall be given an individual extracurricular contract setting forth the duties expected (curriculum writing, school improvement, research, preparation of materials, etc.).

If a teacher selects Option 2, his/her \$10,000 maximum terminal leave payment (one-half day's pay for each day of accumulated sick leave) will be reduced by \$1,500 for each year this option is chosen. If a teacher selects this option for three years, the maximum terminal leave payment will be \$5,500.

The positions will be compensated at the rate of 14% (fourteen percent) on the extracurricular schedule (14% of Step 1, BA, for the first year; 14% of Step 2, BA, for the second year; and 14%

of Step 3, BA, for the third year; Article XX, Professional Compensation, Section F) for each of the three years served.

Once a teacher chooses an option, he/she must stay with that option.

M. Overloads

It is understood that teacher overloads is a practice that is discouraged by both the board and the association. A legitimate attempt will be made to hire a certified teacher to fill all positions without creating an overload (e.g., newspaper advertisement, contact with college placement services, etc.).

If the board is unsuccessful in its attempt to hire a certified teacher, an overload will first be offered to the most senior teacher who is certified and qualified in the subject area (qualified as defined in Article XIII).

If the most senior teacher refuses such assignment, the overload will then be offered to the next senior teacher, etc. Under no circumstances will a teacher be required to accept an overload assignment. An overload assignment will not be offered to any probationary teacher.

An overload assignment will be for only one normal class period per teacher. If overload assignments are necessary, there will be a limit of no more than two overload periods per day per building at the senior and junior high.

Pay for an overload assignment will be one-fifth (1/5) or twenty percent (20%) of the assigned teacher's normal teaching salary (e.g., normal teacher's salary \$40,000, overload pay $1/5$ (\$40,000) = \$8,000; total salary = \$48,000).

A teacher assigned an overload will still be assigned one conference period per day. The conference period will be for a time of one (1) hour. With the mutual consent of the teacher and the building principal, this time will be assigned prior to the start of the normal school day (e.g., 8:00 a.m.), after the end of the normal school day (e.g., 3:15 p.m.), or it may be divided between the two time periods.

Overload assignments and teacher selection will first be discussed with the association before the assignment is made.

N. Reading Recovery

1. All expenses incurred by the Reading Recovery teacher will be paid for by the board. This will include, but not be limited to, mileage, meal expenses, tuition, books, etc.
2. Reading Recovery teachers will retain their current building and grade assignments for the one-half (1/2) day not devoted to Reading Recovery activities.

3. Reading Recovery teachers will be a part of the decision-making process when selecting their team partner in the regular classroom.
4. Reading Recovery teachers will not be counted in the pupil/classroom teacher building and district ratios (Article VI, Sections A and F).
5. Teachers participating in the Reading Recovery program are expected to make a three year commitment to the program, however, if circumstances are such that a teacher feels he/she no longer can participate in the program, he/she will be allowed out of the program without prejudice.
6. It is the intent of the administration/board to return Reading Recovery teachers to their current buildings and assignments after they have completed their participation in the program. Unforeseen circumstances may affect future assignment, however, Reading Recovery teachers will not be reassigned without input from individuals affected as well as the teacher association.
7. Reading Recovery teachers will not suffer any loss in their daily conference/preparation time.

O. Conservation Course

It is understood between the parties that if a Garber High School teacher is assigned to the 'conserva-

tion course' and the required curriculum for students involves four (4) overnight trips, two (2) days of compensation time off will be granted to the Garber teacher upon request to the building principal.

It is further understood that the days off must be scheduled within 15 (fifteen) working days after the return from the required trip.

It is further understood that these days are not to be charged to sick or personal days that may have accrued to the individual teacher or may have accrued to teachers in general.

ARTICLE XXI

Calendar

The working year for the 1994-95, 1995-96, 1996-97 and 1997-98 school years shall be 185½ days, of which 180 days will be academic days where students and teachers are in attendance and five and one-half (5 ½) days will be inservice and record keeping. Teachers new to the district shall be required to attend one additional day prior to the first inservice day for all teachers which shall be called "new teacher inservice."

1994-95 SCHOOL CALENDAR

	M	T	W	T	F
August	22 *29	23 30	24 31	25	26
September	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30
October	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28*
November	7 14 21 28	1 8 15 22 29	**2 9 16 23 30	**1 10 17 24	4 11 18 25
December	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30
January	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27
February	6 13 20 27	7 14 21 28	1 8 15 22	2 9 16 23	3 10 17 24
March	13 20 27	2 9 16 23 30	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31*
April	**10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28

** NOTE: Parent/teacher conferences will be arranged at the building level.

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<u>May</u>	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
<u>June</u>	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Symbols:

- End of 9 week marking period at Cramer and elementary schools.
- △ New teacher inservice (8/23/94).
- ▽ All staff inservice (8/24/94).
- Students in session.
- Holiday
- Recess/Vacation
- * August 29 / June 8 - First/last day of school for students.
- ** Nov. 2-3 / April 10-11 - Regular school days, after school parent/teacher conferences.
- ▷ March 6 - Act of God make-up or no school.
- ◇ April 13 - Teachers released if inservice requirements have been met and approved by building principal. Teachers who have not met the requirements will attend building meeting or inservice designed by administration.
- *** June 9 - Records day or Act of God make-up day. Teachers released upon completion of checkout procedures.

Oct. 28 - End of 1st marking period - elem. & Cramer
Jan. 19 - End of 2nd marking period - elem. & Cramer
Mar. 31 - End of 3rd marking period - elem. & Cramer
June 8 - End of 4th marking period - elem. & Cramer

Approved: Board of Education (11/9/92)

ARTICLE XXII

Teacher Evaluation

- A. All administrative observation of the work performance of a teacher shall be conducted openly and with knowledge of the teacher.
- B. The board will maintain a continuing separate personal tenure file as to each teacher employed by it, which can be reviewed by that teacher upon request, and with right in the teacher to have a member of the Professional Rights and Responsibilities Committee present if the teacher requests such a representative to be present.
- C. Each teacher will be evaluated in accordance with the Essexville-Hampton professional evaluation criteria as established in June, 1980, and revised in 1981 and 1982.
- D. It is understood that if a teacher receives an unsatisfactory supervisory evaluation which, in the opinion of the superintendent, could lead to separation from the school district, the superintendent of schools will offer a one-time severance payment according to the following schedule:
 - 1. Teachers with 15 or more years of service may qualify for \$8,000.
 - 2. Teachers with 10 to 14 years of service may qualify for \$5,000.

3. Teachers with less than 10 years of service may qualify for \$2,000.

ARTICLE XXIII

Teacher Intern Programs

Salaries for teacher interns will be determined by negotiations between the board and the association. The board shall consult with the association upon the formulation of guidelines for intern programs.

ARTICLE XXIV

Duration of Agreement

This agreement shall be effective upon ratification by both parties and shall continue in effect for four years until the date of August 31, 1998. The contract will be re-opened only for the purpose of negotiation of salary, fringe benefits, and compensation based on the salary schedule such as drivers education, tutoring, curriculum development work, etc., for the final year of the contract 1997-98.

APPENDIX

- A. It is understood that the board of education shall pay the total premium for MESSA Super Care I (one) health care protection for the duration of the contract.
 1. \$150.00 per month will be allowed toward all individual options on insurance coverage to each full-time teacher electing not to carry health

insurance paid for by the board of education. Can be applied to optional insurance coverage and/or a TSA.

2. The board of education is to pay for all identified fringe benefit insurance coverages in situations of total disability of an individual full-time teacher until the individual teacher begins to receive social security disability insurance.
- B. The board shall contribute an amount toward all insurance coverage for full-time, part-time teachers which is determined by prorating the amount the board contributes toward a full-time teacher's insurance coverage according to the part-time teacher's teaching assignment in relation to a full-time teacher's teaching assignment.
- C. The board shall provide to full-time teachers MESSA dental insurance plan A + 01.
- D. The board shall provide long term disability insurance coverage with the following general specifications:
1. 60% of salary to a monthly maximum of \$3,000.
 2. Individual waiting (elimination) period of 120 days.
 3. Employees receiving benefits from the long term disability insurance coverage would not be authorized to utilize the district sick leave bank.

If an insurance company other than the present carrier is selected, there shall be no interruption in benefit coverages. The benefits provided by current carrier shall be utilized as guidelines for future bid specifications. It is understood that prior to award of contract to an insurance carrier, the board and association will meet to agree on specifications and benefits.

- E. Individual teachers may enter into a tax-deferred annuity program. If the facilities permit, the board of education will make deductions and purchase annuities which meet the requirements of Section 403(b) of the Code for such teachers who make application therefore in a manner satisfactory to the school district. The school district shall select the companies and have no responsibility for the tax or financial results to any employee of such purchases. Other than the above listed, there will be no alternative benefits paid to those who do not receive this.

It is hereby agreed that employee payroll deductions for the following companies for purposes of tax sheltered annuities will be authorized:

1. Equitable Life Insurance Company
2. VALIC
3. Western Reserve Assurance Company
4. Washington National
5. Northern Life (GLP)
6. Templeton Fund
7. Lincoln National

- F. Term life insurance in the amount of 100% of the teacher's base salary to the nearest \$10.00 will be

provided for all teachers during the term of the contract. Accidental death and dismemberment insurance shall be provided in addition to the life insurance.

Life and AD&D Benefits. The insured employee's benefit amount will be reduced 35% at age 65, an additional 25% of the "original" amount at age 70. Entitlement to board-paid term life will terminate at age 75. Individual teachers beyond the age of 75 will be paid premium cost for each year of a three year contract as a cash benefit in addition to salary during the 1994-95, 1995-96, 1996-97 and 1997-98 school years.

- G. There shall not be duplication of either health or dental insurance coverage paid by the board. Where applicable, one employee shall be designated as the insured and the other as a covered dependent. The employee named as the insured shall be at the option of the employees involved.
- H. An individual who has exhausted his/her individual accrued sick leave and is placed on a leave of absence pursuant to Article X, Section A, without collecting days from the Sick Leave Bank in Article IX, Section D, shall have all fringe benefits defined in the Appendix continued throughout the balance of the school year.

June 12, 1992

MEMO OF UNDERSTANDING

between the

ESSEXVILLE-HAMPTON BOARD OF EDUCATION

and the

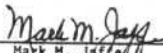
ESSEXVILLE-HAMPTON EDUCATION ASSOCIATION

It is understood by the parties that if a teacher voluntarily attends the fifth grade overnight session at Hartley, as required by the school district curriculum, the individual teacher will be granted one day compensation time off upon request to the building principal.

It is further understood that the day off must be scheduled within 15 (fifteen) working days after return from Hartley.

It is further understood that this day off is not to be charged to sick or personal days that may have accrued to the individual teacher or may have accrued to teachers in general. The total number of days granted per year will be limited to the number of fifth grade teachers.

ESSEXVILLE-HAMPTON
BOARD OF EDUCATION


Mark W. Jaffe
President


Robert J. Winters
Superintendent

ESSEXVILLE-HAMPTON
EDUCATION ASSOCIATION


Michael O'Neill
President


Charles Rochow
Chief Negotiator

MEMO OF UNDERSTANDING
between
ESSEXVILLE-HAMPTON BOARD OF EDUCATION
and the
ESSEXVILLE-HAMPTON EDUCATION ASSOCIATION

April 13, 1992

NORTH CENTRAL ACCREDITATION

1. Coordinators: Coordinators will be chosen at each building level - (1) elementary, (2) junior high, (3) high school. Teachers at each level will submit their name for the coordinator's position at their level. The school improvement team at each level will choose the coordinator and submit the name to the superintendent for approval. The coordinator's position may be split between two individuals at each level.
2. Coordinator Compensation: \$5,000 per year for each coordinator at each level. If the coordinator's position is split between two individuals, each will be compensated \$2,500.

A coordinator at a given level may choose to have released time of one hour per day rather than the \$5,000 stipend. If the coordinator's position is split, the released time will not be an option.
3. Teacher Compensation: Teachers, other than the coordinator, engaged in North Central Accreditation work outside the teacher's normal work day or year will be compensated at the rate equal to that paid for curriculum development work.

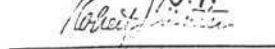
FOR THE ESSEXVILLE-HAMPTON
EDUCATION ASSOCIATION


Michael O'Neill, President


Charles C. Rochow
Chief Negotiator

FOR THE ESSEXVILLE-HAMPTON
BOARD OF EDUCATION


Mark H. Jaffe, President


Robert J. Winters
Superintendent

ESSEXVILLE-HAMPTON BOARD OF EDUCATION

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Frank H. Davenport, Secretary

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Dena J. Wirt, Trustee

By: Gary O. Bartow
Gary O. Bartow, Trustee

ESSEXVILLE-HAMPTON EDUCATION ASSOCIATION

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