

8/31/94

MASTER AGREEMENT

THE PUBLIC SCHOOLS OF OSCEOLA TOWNSHIP
BOARD OF EDUCATION

COPPER COUNTRY EDUCATION ASSOCIATION

1993-94

Osceola Township Public Schools

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PREAMBLE

Pursuant to the requirements of Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965, the Board and the Association herein set forth agreements with respect to the wages, hours and other terms of employment.

ARTICLE 1

RECOGNITION

The Board hereby recognizes the Copper Country Education Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all regularly employed certified teaching personnel under contract, but excluding substitute teachers, per diem appointment teachers, non-regularly employed part-time teachers, supervisory and executive personnel, teacher aides, office, clerical, and maintenance operating employees and bus drivers.

ARTICLE 2

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the academic activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions of their continued employment; or their dismissal, and to promote, and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of Michigan and Constitution and laws of the United States.

ARTICLE 3

ASSOCIATION RIGHTS

- A. The Association has the right to information as provided by the Michigan School Code.
- B. The Association and its members shall have the right to use school building facilities provided this use is requested of the Superintendent and does not:
 - 1. Require after hour use that will incur extra maintenance or service costs;
 - 2. Interfere with school hours or scheduled activities;
 - 3. Violate any terms or conditions set by the Board and/or the Superintendent in designating when and where the facilities may be used for such purpose.
- C. The Association may use the school bulletin boards for notices of its meetings or posting of official Association material provided:
 - 1. It does not interfere with the usual school functions of such boards;
 - 2. The Superintendent is given the right to approve or disapprove all material except notice of a meeting before posting;
 - 3. Teachers' mail boxes may be used for the distribution of Association literature.

ARTICLE 4

CHECK-OFF OF ASSOCIATION DUES AND FEES

- A. Any teacher who is an employee of the Osceola Township School District may sign and deliver to the Board an assignment authorizing deduction of membership dues in the CCEA/MEA/NEA according to the dues schedule. Such authorization shall continue in effect from year to year. The Board shall deduct one-tenth of such dues from the first regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June. The Board agrees promptly to remit the CCEA/MEA/NEA dues to the Michigan Education Association, accompanied by an alphabetical list of the teachers for whom such deductions have been made.
- B. The Board recognizes the legal obligation incumbent upon bargaining unit members to contribute to the Association dues or service fees as established by the Association and that such a contribution represents the unit member's obligation to pay his/her fair share for the services by the Association. Thus, any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay a service fee to the Association, an amount equivalent to the dues uniformly required to be paid by members of the Association, provided however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A.
- C. In the event that a teacher shall not pay such service fee directly to the Association, or authorize payment through payroll deduction as provided in the preceding article, the Board shall deduct said amount from the bargaining unit member. The Board recognizes the right of the Association to pursue legal remedies for those teachers who are in non-compliance with regards to the dues and/or service fee provisions of this contract and such teacher's membership contract with the Association.
- D. The Association agrees to indemnify and save the Board, their agents and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including dues erroneously deducted and all court or administrative agency costs that may arise out of or by reasons of action taken by the Board or any of its agents for the purpose of complying with this article, provided:
1. The employer gives timely notice of such action to the union and permits the union intervention as a party if it

so desires; and

2. The employer cooperates with the union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

ARTICLE 5

VACANCIES AND PROMOTIONS

- A. Whenever a permanent teaching or supervisory vacancy arises, the Superintendent shall post, within seven (7) calendar days, a notice of the vacancy in the main office. A copy of the notice shall be sent to the Dollar Bay E.A. President. Staff members shall be allowed to apply in writing for any vacancy or other desired position at any time and such application will be considered current until the following September 1. If a vacancy occurs in some position for which a staff member has applied, that staff member will be notified of the vacancy. Said positions will be filled on the basis of experience, competency and qualifications of the applicant. A registered letter addressed to the staff member at the staff member's home address and a copy to the DBEA President at the president's home address shall be considered proper notification. The staff member will have two weeks after notification in which to reply, if interested.
- B. The Board will cooperate with the Association in making available to the teachers such information as it may acquire concerning positions and opportunities in or under State and Federal educational programs. Teachers employed by the Board will be advised of summer school job openings, and will, if duly qualified, be given the opportunity to accept this employment before it is offered to any teacher not currently employed by the Board.
- C. Before new teachers are hired the Board will give full consideration to the qualification and certification of existing part-time teachers who wish to be placed on full time. Reasons will be given in writing to an applicant who is a part-time teacher and is not chosen to be full time.
- D. All extracurricular assignments will be made on a volunteer basis. These assignments will be based on the applicant's qualifications. In the event that there are no qualified volunteers for the said position from within the teaching staff, the vacancy will then be made known to other possible candidates.

ARTICLE 6

SICK LEAVE

- A. Allowance shall be ten (10) days per year with 140 days accumulation. Sick leave may be utilized subject to the following conditions:
1. Personal illness or disability of the employee or their spouse or child of the same household;
 2. A teacher may use sick leave for dental work, eye exam or diagnostic work for himself, spouse, or children which cannot be scheduled at any other time or is of an emergency nature. The Superintendent, upon request, may require a statement from the attending specialist or physician attesting to the above condition.
 3. A teacher may use ten (10) days of sick leave per year for illness of their immediate family other than the spouse or child. If the teacher should require more than 10 days of sick leave for the aforementioned condition, the teacher will present the Superintendent with a statement from the attending specialist or physician attesting to the need for the teacher's absence.
 4. Immediate family for the purposes of this article, shall mean husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law, or mother-in-law, grandparents, step-parents, step-children of an employee or an employee's spouse.
- B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation law, shall receive from the Board for the remainder of the school year, the difference between disability benefits provided by the Michigan Workmen's Compensation law and the sick leave benefits herein provided. To the extent that the Board makes payment to a teacher for that portion of his salary not reimbursed under the Workman's Compensation law, said partial payments shall be charged prorated against the teacher's accumulated sick leave days and said payment shall continue for the remainder of the school year after the teacher's sick leave days have been exhausted without the teacher incurring any debt from future years' sick leave.
- C. A teacher reporting for duty at the beginning of his work period who is forced to leave because of illness or accident any time after two hours of duty will be considered absent for sick leave purposed one-half day.

- D. The teacher shall, on request of the Board, present a doctor's certificate or other proof of illness or accident any time after two hours of duty will be considered absent for sick leave purposes one-half day.
- E. The Association agrees that abuse of sick leave or personal leave policy as stated herein, is not only contrary to professional behavior but may also subject a teacher to disciplinary action.
- F. When a teacher has reached the maximum accumulated days allowable in this article, the Board shall pay at the end of each school year, \$20.00 per day up to ten (10) for each unused sick day beyond the maximum accumulation.
- G. In the event of a snow day, if a teacher has requested a sick day, the teacher will not be charged with a sick day.
- H. In the event of a reorganization, consolidation or annexation of the Public Schools of Osceola Township, the Board shall make payment of accumulated sick leave to teachers within thirty (30) days of the last day of his/her contract year with the District, provided said teacher has been an employee of the District for a period of at least five (5) consecutive years prior to being terminated, and provided said teacher is not employed by the Osceola Township Schools or the receiving district(s) within thirty (30) days after the expiration of the contract after the effective date of said reorganization. Payable sick leave shall be capped at the maximum allowable accumulation and shall be paid at \$30.00 per day.

If a bargaining unit member is hired by a receiving district, the Board shall guarantee 50% of the member's accumulated sick leave at the rate of \$30.00 per day less the number of days granted by the receiving district on the first day of the member's employment.

ARTICLE 7

PERSONAL AND ASSOCIATION LEAVE

- A. At the beginning of each school year each teacher shall be credited with three (3) personal business days. These days shall be used at the teacher's discretion and no reason need be given. A teacher planning to use a personal leave day or days shall notify his immediate supervisor at least two (2) days in advance, except in cases of emergency. A leave day before or after a holiday or vacation period will be granted only at the discretion of the administration. Any business days which are not used will accrue to sick leave accumulation. In the event of a snow day, if a teacher has requested a personal day, the teacher shall not be charged with a personal day.
- B. Any teacher called for jury duty during school hours or who is subpoenaed to testify during the school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid his full salary, less other pay received for such time spent on jury duty or giving testimony, except when a teacher is involved in any case between the Association and the Board in which event the losing party shall pay the teacher's salary. Teachers shall return to school within one hour after dismissal from jury duty.
- C. At the beginning of every school year, the Association shall be credited with seven (7) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association will be allowed to have two (2) teachers gone concurrently. Additional teachers shall be granted Association leave at the same time if substitute teachers are available. In the event that the seven (7) Association days are spent, officers or agents of the Association will be given an option to "buy" five additional Association days at a substitute teacher's daily rate of pay.
- D. In the event of death in the immediate family the teacher may take a maximum of five (5) days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father-in-law or mother-in-law, or grandparents, or any other relative living under the same roof and wholly dependent upon the employee for support. The teacher will be allowed one (1) day to attend the funeral of a friend or relative. One half of all time taken under Article 7, Section D, shall be charged against the teacher's sick leave.

ARTICLE 8

LEAVE OF ABSENCE

- A. Leave of absence without pay for periods of up to one year may, at the sole discretion of the Board, be granted a teacher without loss of salary increment and where proper replacements are available, for: studies relating to the teacher's field; studies to meet eligibility requirements for a license not held by a teacher; study, research or special teaching assignments involving advantage to the school system; or personal reasons. Upon the bargaining unit member's return he or she shall be restored to his or her former position or a position of a similar nature.
- B. Military leave of absence shall be granted without pay to any teacher who shall be inducted or be required to serve military duty in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefits of up to two (2) increments which would have been credited to them had they remained in active service in the school system.
- C. Upon written application, a leave of absence up to one year without pay shall be granted to any teacher for the purpose of child care. The administration shall be notified of such a leave at least thirty (30) days prior to commencement of the leave except in cases of extreme emergency. The object child shall be the natural or adopted child of the teacher. The leave request shall stipulate the date or the circumstances upon which the leave will commence and the length of the leave.
1. The reinstatement shall be to the teacher's former or a similar position. If the absence exceeds forty-five (45) school days in one semester, the Board reserves the right to withhold reinstatement until the start of the next semester.
 2. A pregnant teacher may request said leave, any time after confirmation of pregnancy by the doctor.
 3. In the event of miscarriage or death of the object child of the leave, the leave of absence may be terminated within one week after receipt of written request, except as in item 1 above.
 4. The granting of such leave shall in no way interrupt seniority and rights attendant thereto. Seniority time, experience credit or benefits of this contract will not be accrued or available during said leave except as stated in item 7 below.

5. Failure to return from a child care leave on the date specified shall be deemed a resignation, unless prior to the date specified as the end of the leave, the teacher requests additional child care leave and is granted such by action of the Board.
 6. The leave will be terminated prior to the specified ending date within one week after receipt of written request, except as stated in item 1 above.
 7. The Board agrees to pay full fringe benefits for the duration of the leave, provided that the leave does not exceed 60 days.
- D. It is the responsibility of the teacher on leave to inform the superintendent of his/her intent to return to work at least 60 days before September 1 of the ensuing school year. Failure to provide such notification will indicate termination of the contract.

ARTICLE 9

GRIEVANCE PROCEDURES

- A. A grievance is a claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been an alleged violation of the expressed terms of this Agreement. The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which are alleged to be a breach of contract, except that the following matters shall not be the basis of any grievance filed under the procedure outlined in the Article:
1. The termination of services of or failure to re-employ any probationary teacher;
 2. The placing of a non-tenure teacher on a third year of probation;
 3. Any claim or complaint for which there is a more appropriate procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of the Public Acts, Extra Session, of 1937 of Michigan, as amended). The court system is not included in this exclusion.
 4. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.
 5. Any teacher evaluation.
- B. The sole remedy available to any teacher for an alleged breach of this agreement or his right hereunder will be pursuant to the grievance procedures hereinafter outlined; provided, however, that nothing contained herein will deprive any teacher of any legal rights which he presently has provided further that if a teacher elects to pursue any statutory or legal remedy, such election will bar any further or subsequent proceedings under this article.
- C. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties; provided however, in the event it is agreed by the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

- D. Any individual employee at any time may present grievances to his employer and have the grievances adjusted without the intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, if the bargaining representative has been given the opportunity to be present at such adjustment.
- E. In no event shall any settlement be retroactive to a date prior to the commencement of the school year in which the grievance was filed.
- F. Step One: Within twenty (20) school days of the alleged contract misinterpretation, misapplication or misunderstanding, or the discovery thereof, the teacher shall hold a discussion with the teacher's immediate supervisor or principal, whereupon if a solution is not reached after an informal discussion with the supervisor or principal, the teacher shall file a grievance in writing with the principal on the grievance report form. (Appendix E) The principal or supervisor shall have ten (10) school days to reply in writing; otherwise the grievance shall automatically move to Step 2: however, if answered, the teacher shall appeal to the Superintendent within five (5) school days after receiving said answer or the grievance shall be considered abandoned.

Step Two: Upon a grievance reaching the Superintendent under the foregoing section, there shall, within five (5) school days, be a meeting thereon and, if no solution is reached, the Superintendent shall have five (5) school days in which to answer in writing, otherwise the grievance shall automatically move to Step Three: however, if answered, the teacher shall appeal within five (5) school days after receiving said answer to the School Board or the grievance shall be considered abandoned.

Step Three: Upon a grievance reaching the Board, it shall, within ten (10) school days of transfer or appeal, set the matter for hearing and hear the same as a Board or by committee and within five (5) school days decide the grievance as a Board and in writing.

Step Four: Within twenty (20) school days, if the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the Association may notify the Board of its intent to pursue the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding

except each party shall have the right to peremptorily strike not more than three from the list of arbitrators. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

- G. The powers of the arbitrator are subject to the following limitations:
1. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act on the grievance until he has first ruled on the arbitrability of the grievance, if the arbitrator rules that the grievance is not arbitrable it shall be referred back to the parties without decision or recommendation on its merits.
 2. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
- H. The cost of the arbitrator shall be borne equally by the parties except such party shall assume its own cost for representation including any expense of witnesses.

MISCELLANEOUS PROVISIONS

1. Any time limits set forth above may be waived by the parties because of particular circumstances, but such waivers must be in writing before the time limits expire.
2. Any party of interest may be represented at all meetings and hearings at any step by another person except that a teacher may in no event be represented by an officer, agent, or representative of any organization other than the Association.
3. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the teacher and information so separately filed shall be private, confidential and limited to the hearings on the grievance, except that the grievance filed and the decision at any step that results in a final decision may be transferred to the personnel file thereafter.

4. Decisions rendered at all steps excepting Step One shall be in writing and a solution at Step One may be reduced to writing except that any solutions at Step One or Two shall not operate as a precedent or be binding upon the Board or the step above it.
5. All written answers, solution or decisions shall be transmitted at once to all parties in interest.
6. The arbitrator shall be a member in good standing of the American Arbitration Association; unless otherwise mutually agreeable.

ARTICLE 10

CLASSROOM CONDITIONS

- A. Teachers shall not be required to report prior to the opening day of school or to remain after school ends for the school year without compensation therefore if all assigned work is completed.
- B. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility and will give full support and assistance to teachers with respect to the maintenance and control of discipline in the classrooms, except when it is evident that the teacher has conducted himself in a non-professional manner.
- C. The Board will reimburse a teacher up to \$1,000 for any malicious damage or destruction to clothing or personal articles arising out of the performance of his duties and so proven, if such loss is not covered by the individual's insurance.
- D. The Board will provide legal counsel, if required, for the defense of any teacher in any proceeding which arises out of any reasonable disciplinary action taken by the teacher against a student, providing that the action has been deemed justifiable by the Board.
- E. The Board recognizes the need in each school for adequate lunchroom, restroom, and private lavatory facilities and at least one room of adequate size appropriately furnished with facilities for refreshment which shall be used as a faculty lounge.

ARTICLE 11

TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the senior and junior high school will be 30 teaching periods and 5 unassigned preparation periods or 25 teaching periods and 5 supervised study periods and 5 unassigned preparation periods.
- B. The normal weekly teaching load in the elementary school will be 40 teaching periods. Assignments shall be made at the discretion of the administration and within the areas of teacher competence, teaching certificate, or their major or minor fields of study, except temporarily and/or for a good cause.
- C. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principal prior to August 1, if practicable. Such changes will be voluntary to the extent possible.
- D. In addition to the hours and periods referred to, each teacher will be allowed at least one-half hour period daily for lunch, which period will be duty free; any change in the present schedule shall be negotiated with the Association.
- E. Teachers shall serve as substitutes during their consultation periods only if it is agreeable with the teacher. The administration shall keep an accurate accounting of all such substitutes.
 - 1. High school faculty members who agree to substitute during a preparation period for a teacher who is absent may be paid at the rate of \$10.00 per class period, or may choose to accumulate one (1) period of personal leave time. After accumulation of seven (7) such periods, the teacher will be credited with an additional day of personal leave. Personal leave time so accumulated will not accrue to sick leave and must be used during the current school year. At the end of each school year, the teacher shall be paid for unused hours of personal leave time at the above rate.
 - 2. Elementary teachers who serve as a substitute during their regular class day shall be paid at the rate of \$10.00 (\$5.00 for 30 minute periods). Substituting will include instructing those classes ordinarily taught by "special" teachers - Music, Art, Physical Education and Library. Elementary teachers may also choose to

accumulate one (1) period of Personal Leave Time as stated in 11-1. The Administration shall keep an accurate accounting of all such substitutions.

F. Faculty attendance at the annual Open House, Parent-Teacher conferences and at activities for Professional Development in-service day is expected.

G. Independent Studies

1. All independent studies shall be scheduled by the high school principal with the agreement of the teacher involved.
2. Independent studies shall be given only in subjects offered in the secondary curriculum except upon agreement between the Association and Administration. Requirements for the independent study shall not differ greatly from those of the regular class. Only the teachers North Centrally qualified shall conduct the independent study.
3. Teachers conducting an independent study shall be paid 1% of the B.A. Base per student per semester. In order for payment to be made the length of the independent study must be more than one-half a semester.

(An independent study is a program of individualized instruction taking place outside the regular scheduled class time under the supervision of a staff member. It involves additional teacher time in preparation, instruction and evaluation.)

H. Daily Schedule

		<u>Lunch</u>	
<u>K</u>	8:30 to 11:20 12:10 to 3:00 if applicable	<u>4, 5 & 6</u>	11:40 to 12:35
<u>1-6</u>	8:30 to 3:05	<u>1, 2 & 3</u>	11:50 to 12:35

Dismissal times at lunch will alternate monthly between grades 1-3 and 4-6.

Teachers will take their classes to the lunch line and remain until their class is served.

There shall be scheduled a 15 minute recess period for the elementary students each morning and each afternoon during

which the elementary teachers will normally have no assigned duty.

Junior-Senior High

8:30 to 12:02
12:32 to 3:10

Teachers are to be in the building ten (10) minutes before the scheduled start of school and in the vicinity of their classrooms five (5) minutes before their classes are scheduled to begin and are to remain in the building and in the vicinity of their classrooms five (5) minutes after students are dismissed.

- I. Teachers who agree to hall supervision (in the high school building) during the time scheduled for lunch each day shall be compensated at the rate of \$5.00 per lunch period plus a free lunch.
- J. Teachers shall not leave the school building during the school day, except during lunch hour, without notifying their principal's office.

ARTICLE 12

TEACHER EVALUATION AND PROGRESS

The parties recognize the importance and value of procedure for assisting and evaluating the progress and success of personnel. Therefore to this end, the following procedure has been agreed to, in an effort to accomplish the goals.

- A. Any teacher shall have the right, upon request, to review the contents of his/her file, except confidential papers, originating outside of our school system, such as college credentials. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Any material which is shown to be in error by the teacher and agreed to by the administrator which is contained in a personal file will be expunged. The administrator shall actively assist teachers in a positive manner where shortcomings have been noted in written evaluations. The teacher shall also be allowed an opportunity to file a response to any material or evaluation in the file and said response shall become a part of said file. Before additional responses are attached to the evaluation by the evaluator, a conference shall take place between the teacher and the evaluator in an effort to minimize written responses. When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate the employees' awareness of the material but shall not be interpreted to mean agreement with the content of the material.
- B. It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct observation of the teacher's work and providing written summaries of those observations together with any recommendations the administrator may have for the teacher. Probationary teachers shall be so observed at least three times per year. Tenured teachers shall be observed at least once per year. Formal observations shall not take place during the first or last fifteen school days. Formal observations shall be at least thirty minutes in length. A personal interview shall be held within ten calendar days of the observation. A written evaluation shall be placed in the teacher's personal file within fifteen calendar days of the observation with a copy to be furnished to the subject teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report which is to be placed in his personal file.
- C. Evaluation shall be conducted by the Principal or Superintendent.

- D. If an administrator believes a teacher is doing unacceptable work, the reasons for that belief shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administration. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- E. No employee shall be disciplined without just cause. The term "discipline" as used in this agreement includes written warnings, written reprimands and suspensions with or without pay. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member no later than five (5) working days after the discipline is imposed. Discipline of personnel under the provisions of this agreement will be conducted in accordance with the basic concepts of due process. A written complaint made against any employee shall be promptly called to his/her attention and a corrective procedure suggested to the employee.
- F. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will lead to disciplinary action by the employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the agreement.

ARTICLE 13

PAYMENT OF ITEMS

- A. It shall be the responsibility of teachers to pay for any items which they order without obtaining proper authorization and it shall be the responsibility of the teachers to pay for items which are kept beyond the examination period without authorization to do so.
- B. Teachers are to reimburse the school for any school materials which they use for their personal needs.

ARTICLE 14

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this agreement are set forth in Appendix A, which is attached to and incorporated in the Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All teachers shall be given full credit on the salary schedule set forth in Appendix A for up to six (6) years of teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by the recognized accrediting agency.
- C. Effective September 1, 1985, all employees shall be paid according to the number of student contact hours to which they are assigned. A full-time high school teaching assignment consists of six (6) student contact hours per day. Part-time teacher salaries shall be determined by the number of periods per day of student contact.

ARTICLE 15

EXAMINATION

- A. A teacher shall, if so requested in writing by the Board, submit to a general physical or mental examination. A physician mutually acceptable to both the Association and the Board shall be selected and the cost of the examination shall be the Board's responsibility.

ARTICLE 16

SEVERABILITY

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 17

SENIORITY AND LAYOFF PROCEDURE

- A. Seniority: New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act. Any teacher who is granted tenure shall have seniority from the last date of hire. Probationary teachers shall not have seniority.
- B. The term seniority as hereinafter used shall be length of continuous teaching service in the bargaining unit with the Public Schools of Osceola Township Board of Education during which service the employee has held a valid Michigan Teaching Certificate. Layoffs or leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. However,
1. Seniority shall not accrue while the teacher is on layoff or authorized leave without pay.
 2. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
 3. Anyone teaching four to six hours will accrue full seniority. Anyone teaching one to three hours will accrue 1/2 seniority.
 4. Any bargaining unit member who transfers or is promoted to a non-bargaining unit position within the district shall retain the seniority he/she has accrued in the bargaining unit. Seniority shall no longer accrue after said transfer or promotion but upon the non-bargaining unit member's return to the bargaining unit, seniority shall accrue from that point.
- C. It is hereby recognized that it is within the discretion of the Board to reduce its educational program, curriculum and staff. In the event that the Board decides to reduce the number of teachers through layoff or reduce the number of teaching hours of instruction in a given subject area, field, or program, or eliminate or consolidate positions the following procedure will be followed. For the purposes of this article, layoff shall include the reduction of positions in full or in part.
1. Probationary teachers shall be laid off first provided there are tenured teachers qualified to replace them. The order of reduction among probationary teachers shall

be according to the academic needs of the district, competency, certification and date of hire.

2. The order of reduction among tenured teachers shall be according to:
 - a. Seniority
 - b. Certification
 - c. Qualifications

An employee who is laid off pursuant to this article has the right to be placed in a position for which he/she is certified and qualified to fill and which is occupied by an employee with less seniority.

The administration shall determine who is qualified according to:

- a. Academic preparation
- b. Related recent work experience in the area of consolidation
- c. Formal evaluations

Effort will be made by the administration to adjust the schedule to maintain the current level of employment for the most senior members of the faculty providing the academic needs of the district are not jeopardized.

It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.

- D. Recall: Teachers shall be recalled in seniority order with the most senior on layoff, first. The Board shall make every reasonable effort to adjust the schedules of other teachers to make this possible. Recall shall be by certified return receipt mail sent to teacher's last known address.
- E. Employees who are notified of recall and fail to respond within ten (10) days or who fail to report for duty within fifteen (15) days of recall notice shall be considered as resigned. If the employee is bound by another contract when notified, he shall state within fifteen (15) days his intent to return to this school district at the beginning of the next semester or next school year.

- F. A laid off teacher, whose service to the district was satisfactory, shall upon application be granted priority status on the district substitute list. The teacher shall remain in priority status on the substitute list as long as the teacher's service remains satisfactory.
- G. A laid off teacher may continue his/her health and life insurance benefits for up to three years by paying monthly the normal per subscriber group rate premium for such benefits to the Board if acceptable to the applicable insurance company.
- H. A seniority list of all teachers shall be prepared by the Board and verified by the Association by October 15 of each year.

ARTICLE 18

EARLY RETIREMENT INCENTIVE

- A. A teacher who has served at least ten (10) years in the Public Schools of Osceola Township may seek early retirement provided he/she has reached age 55 during the previous school year or is eligible for retirement benefits from the Michigan Public School Employees plan.

The Board shall make a one time cash payment to said retiree subject to the following conditions:

1. Written notification of intent to retire must be given to the Superintendent at least 60 days prior to the retirement date intended.
2. Payment shall be 20% of the top step of the BA-BS schedule when the teacher is first eligible to retire.
3. Payment will be reduced for each year the employee delays retirement after becoming eligible according to the following:

2nd Year	75%*
3rd Year	55%
4th Year	35%
5th Year	15%

*Percent of the amount calculated in #2

- B. The annual early retirement stipend shall be paid to the affected bargaining unit member on a monthly basis in twelve (12) equal installments during the year for which the bargaining unit member qualifies for said stipend.

ARTICLE 19

REORGANIZATION

The Board of Education agrees that if it enters into an agreement to be annexed or otherwise reorganized, it will negotiate with the successor district(s) in a good faith effort to attempt to persuade the successor district(s) to hire any additional staff needed because of the influx of students from Osceola Township, from the laid off teachers of Osceola Township. The Dollar Bay Education Association shall have the right to designate an observer at formal negotiations with successor districts.

This article does not guarantee the successor district(s) hiring any of the laid off teachers from Osceola Township. The Board will attempt to place and/or assist its staff members in their professional relocation if they are not retained by a successor district.

ARTICLE 20

TEACHER PROTECTION

- A. As soon as possible following the ratification of this Agreement, the Dollar Bay EA President shall be furnished with a written copy of all Board policies and procedures which affect a teacher or the teaching staff generally. Updated materials shall be supplied to the Association when policies change or when new policies are added.
- B. No complaint arising from a teacher's performance of duties as an employee of the Osceola Township Public Schools by any parent or pupil shall become a part of the teacher's personnel file without adherence to the following procedures:
1. The complaint shall be submitted in writing to the administration and a copy shall be submitted to the involved teacher along with copies of any evidence submitted with the complaint. In the event the complaint arises in a public meeting it shall be referred to the administration and must be submitted in writing in order for said complaint to be acted upon.
 2. The administration shall conduct an investigation into the merits of the complaint, which shall include an investigative conference with the involved teacher and his/her Association representative.
 3. The teacher may issue a written response to the administration at any time.
 4. If the administration determines that the complaint is not valid it shall not be placed in the teacher's personnel file, unless the complaint is subsequently found to be valid by the Board pursuant to appeal of the administration's determination.
 5. If the administration determines that the complaint is valid and is to be included in the teacher's personnel file, a meeting involving the superintendent, involved teacher, Association representative, and the teacher's immediate supervisor, shall be convened for the purpose of communicating the administrative disposition of the complaint.
- D. Nothing in this article precludes a teacher from invoking relief through the grievance procedure.
- E. All reprimands, criticisms and evaluation conferences shall be conducted in private to the extent permissible under law.

ARTICLE 21

SCHOOL IMPROVEMENT

- A. The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms, site-based decision making, school improvement, effective schools, as provided in Public Act 25 1990 or other similar plans.
1. Participation in the planning process by the employee is voluntary.
 2. Participation or nonparticipation shall not be used as a criterion for evaluation, discipline, or discharge.
 3. The Master Agreement may not be modified in whole, or in part, by the school improvement committee except by mutual, written agreement by the Association and the Board.

SCHOOL CALENDAR

1993-94

School Opens	August 30, 1993
Labor Day (Closed)	September 6, 1993
Inservice (Optional)	October 8, 1993
Thanksgiving Recess (Closed)	November 25-26, 1993
Christmas Recess (Closed)	December 22-January 2, 1994
Records Day (Optional)	January 14, 1994
Easter Recess (Closed)	April 1-10, 1994
Memorial Day (Closed)	May 30, 1994
Last Day of School	June 3, 1994

If the Osceola Township Schools are required by the State Legislature to make up instructional days cancelled because of inclement weather, they shall be made up on the secular days (Monday through Friday) in June following the end of the second semester.

Two (2) half days for parent/teacher conferences are to be negotiated within this calendar.

Teacher Record days are optional as long as teachers get their records done efficiently and promptly.

APPENDIX A

1993-94 SALARY SCHEDULE

(Index shall be applied against a base of \$19,648)

<u>Step</u>	<u>BA Index</u>	<u>BA Salary</u>	<u>*BA+ Index</u>	<u>BA+ Salary</u>	<u>MA Index</u>	<u>MA Salary</u>	<u>**MA+15 Index</u>	<u>MA+15 Salary</u>
0	**1	21,500	1.04	22,360	1.1	23,650	1.14	24,510
1	**1.06	21,500	1.1024	22,360	1.166	23,650	1.206	24,510
2	1.12	22,006	1.1648	22,886	1.232	24,207	1.272	24,992
3	1.18	23,186	1.2272	24,112	1.298	25,503	1.338	26,289
4	1.24	24,364	1.2896	25,338	1.364	26,800	1.404	27,586
5	1.3	25,542	1.352	26,564	1.43	28,097	1.47	28,883
6	1.36	26,721	1.4144	27,790	1.496	29,393	1.536	30,179
7	1.42	27,900	1.4768	29,016	1.562	30,690	1.602	31,476
8	1.48	29,079	1.5392	30,242	1.628	31,987	1.668	32,773
9	1.54	30,258	1.6016	31,468	1.694	33,284	1.734	34,070
10	1.6	31,437	1.664	32,694	1.78	34,973	1.82	35,759
11	1.66	32,616	1.815	35,661	1.915	37,626	1.955	38,412

*To qualify for payment the permanent or continuing certificate must be earned by the first day of school and must be turned in to the Superintendent by February 1.

**The index does not apply to these steps.

***To qualify for payment, credit must be earned prior to the beginning of the current school year and must be turned in to the Superintendent by September 1.

Experience shall be allowed for all full semesters of experience earned prior to the beginning of the current school year.

APPENDIX B

EXTRA DUTY COMPENSATION

Percentages are based on years of experience in the activity through the level equal to seven (7) years of experience on the B.A. salary.

<u>Activity</u>	<u>Percentage</u>
Camp Nesbitt	1.00
Cross-Country Track	3.00
Varsity Track	3.00
Jr. High Track	2.00
*Varsity Basketball (Boys - Girls)	12.00
*Junior Varsity Basketball (Boys - Girls)	7.00
Junior High Basketball (Boys - Girls)	3.00
Elementary Basketball (Boys - Girls)	1.50
Drama	1.00
Student Council Advisor	2.00
Senior Class Advisor	3.00
Junior Class Advisor	1.30
Band	9.00
Vocational Coordinator	2.00
SADD Advisor	1.00
Odyssey of the Mind	1.00
School Improvement Chairperson	2.00
Other Activities	\$10/Hr.

*There may be times when it is in the best interests of the program for one person to coach both the varsity and junior varsity basketball teams together. If this should happen, the combined coaching rate would be 16%. Mutual agreement is required for one person to coach both teams.

APPENDIX C

INSURANCE

- A. The employer shall provide without cost to the bargaining unit member Super Care I insurance with fully paid deductibles for the bargaining unit member and his/her entire family and other eligible dependents as defined by MESSA. The Employer will pay the deductible amount to the employee upon submission to the Superintendent's Office a receipt for payment or statement of account. No diagnostic information need be submitted.

The Employer will also pay Two Dollars (\$2.00) for each prescription filled. This will be paid upon submission of a receipt to the Superintendent's Office.

- B. The employer shall provide without cost to the bargaining unit member, MESSA/Delta Dental Plan A with orthodontic rider 006 (75/50/75), including internal and external coordinating of benefits (COB), for all bargaining unit members and their eligible dependents as defined by MESSA/Delta.
- C. Bargaining unit members not electing health insurance will receive the single member subsidy amount to be applied towards the MESSA non-taxable fixed options and/or MEALS as determined by the Association and the remainder toward the MESSA non-taxable variable options (Limit employer-paid \$50,000 term life on the bargaining unit member and \$2,500/\$1,250 term life on dependents) and/or MESSA's/MEA-sponsored tax-deferred annuity. Any amounts exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups. It shall be the responsibility of the district to notify each teacher electing the single subscriber option of an increase in rates. The teacher shall then notify the district of his or her choice for the option amount.
- D. The employer shall provide without cost to the bargaining unit member and their eligible dependents Vision Care Plan VSP-3+ insurance.
- E. All insurance coverage is for a full twelve (12) month period and is subject to the rules and regulations of the underwriter. Effective January 1, 1986, insurance coverage as outlined above shall be paid by the Board on a pro-rata basis for part-time staff hired after the effective date of this agreement. Employees hired prior to January 1, 1986, must work at least half time or more to receive insurance benefits fully paid by the Board.

APPENDIX D

LONGEVITY

YEARS OF TEACHING IN
THIS SCHOOL SYSTEM

LONGEVITY PAY

*13 to 16 years	5.5% of B.A. Base
17 to 20 years	8.0% of B.A. Base
21 to 24 years	10.0% of B.A. Base
25 + years	11.0% of B.A. Base

*13 to 16 means that at the end of the teacher's 13th year of teaching in this system the teacher will receive 5.5% of the B.A. Base in longevity pay for that year.

APPENDIX E

GRIEVANCE REPORT FORM

THE PUBLIC SCHOOLS OF OSCEOLA TOWNSHIP
GRIEVANCE REPORT

Name of Grievance _____ Date Filed _____

STEP 1

A. Date cause of grievance occurred _____

B. Part of contract allegedly violated: Article _____
Paragraphs _____

C. 1. Statement of grievance (giving specific alleged violation): _____

2. Relief sought: _____

Signature Date

D. Disposition by Principal _____

Signature Date

E. Position of grievant and/or Association _____

Signature Date

NOTE: If additional space is needed in reporting any sections above, please attach additional sheets

STEP 2

A. Date received by Superintendent or designee _____

B. Disposition of Superintendent or designee _____

Signature Date

C. Position of grievant and/or Association _____

Signature Date

STEP 3

A. Date received by Board of Education of designee _____

B. Disposition by Board _____

Signature Date

STEP 4

A. Date submitted to arbitration _____

B. Disposition and award of arbitrator _____

Signature of Arbitrator

Date of Decision

NOTE: All provisions of Article 9 of the Agreement will be STRICTLY OBSERVED IN THE STATEMENT OF GRIEVANCES.

In the event that during the life of this agreement, the Board finds itself unable to fulfill the conditions and terms herein due to financial circumstances even after exercising reasonable cost-saving measures, the Board may then petition the Dollar Bay Education Association-Copper Country Education Association to begin discussions which may lead to resumption of negotiations to reconsider those portions of this agreement that pertain to economic items (i.e. Appendix A and B).

DURATION OF AGREEMENT

This Agreement shall be in effect from August 31, 1993 to August 31, 1994. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Copies of this Agreement shall be provided to each employee by the Board.

Board of Education of the
Public Schools of Osceola Township

Copper Country Education Association

APPENDIX F

TELEINSTRUCTIONAL BROADCASTING

A. Purpose, Participation and Enforcement

1. The Copper Country Interactive Telecommunication Education System (CCITES) is an electronic educational network designed to provide an alternative means of instructional delivery for use by participating districts to provide educational resources to students in a cost effective and efficient manner.
2. Participation during the regular K-12 instructional day is limited to those districts which have, along with the district's recognized teacher bargaining agent, executed this document without modification at the local district level as an Appendix to the respective parties' master contracts.
3. As an Appendix to the master contract, enforcement relative to alleged violations of the terms and conditions of the Appendix shall be subject to the contract's grievance procedure.
4. Failure of a district or its recognized teacher bargaining unit's agent to ratify this document shall not preclude the use of the CCITES system by the district for purposes other than the delivery of K-12 instructional programs but does not preclude use for alternative or community education.

B. Staffing

1. The originating site district reserves the right of selection and assignment of teachers to teleinstructional classes subject to posting and seniority provisions of local contracts. An originating site district will attempt to find volunteers prior to implementing involuntary transfers.
2. Nothing in this Appendix shall be deemed to require the assignment of bargaining unit personnel as monitors in remote site districts' telecommunications classrooms. Should personnel be required to monitor in remote site districts.

C. Definition

1. "Teleinstructional teaching assignments" and the "telecommunications classes" are used interchangeably and refer to teaching K-12 students in an originating site

district during the K-12 instructional day via the CCITES system, whether or not the assignment contains one or more sections of teleinstructional teaching responsibilities.

2. "Teacher" for purposes of this Appendix shall refer to an individual assigned to a teleinstructional teaching assignment in an originating site district.
3. "Regular K-12 instructional day" shall refer to the daytime K-12 teaching staff workday in a particular district as determined by the master agreement.
4. "Originating site district" refers to a district in which teleinstructional teaching assignments are located and which transmits K-12 instruction to CCITES remote site districts during the regular K-12 instructional day.
5. "Remote site district" refers to a district in which CCITES programs are received during the regular K-12 instructional day.
6. "CCITES" shall refer to the Copper Country Interactive Telecommunications Educational System.
7. "District" refers to any district which, along with its recognized teacher bargaining agent, executes this Appendix.
8. "Recognized teacher bargaining agent" and "Association" are utilized interchangeably and refer to the bargaining agent recognized pursuant to the provisions of the Public Employment Relations Act as the exclusive bargaining agent for teaching staff employed by a district. "Recognized teacher bargaining agent" shall include, where appropriate, the Copper Country Education Association.
9. "CCITES Governing Council" refers to the representative council of delegates from participating districts who are responsible for the development of processes and procedures for the operation of the CCITES system, determining of course offerings, and the designation of, or change in, originating and remote site districts.

The participating district teacher associations shall designate, through the Copper Country Education Association, two voting representatives of the CCITES committee for purposes of providing input concerning the operations of the system.

D. Responsibilities of Originating and Remote Site Districts and Staff

1. The telecommunications class teacher will be responsible for the course content, material selection, instruction, testing and evaluation of the students at the originating site and at all remote sites consistent with the policies and procedures of the originating site district. Teachers assigned to telecommunications classes shall not be responsible for maintaining classroom discipline at remote sites. Such teachers will cooperate and provide necessary assistance to staff assigned to supervise remote site district classrooms.
2. Originating site districts will be responsible for establishing the necessary procedures to accommodate the transport of documents, homework, classwork, tests and other classroom materials.
3. Originating and remote site districts will be responsible for the assignment of regular personnel as monitors in remote site classrooms and for establishing the necessary processes and procedures to accommodate the transport of documents, homework, classwork, tests and other classroom materials.

E. Working Conditions, Class Size and Teacher Evaluation

1. Class size in teleinstructional teaching assignments shall be 25 students in combination of the remote and originating site.
2. In recognition of the differences in the beginning and ending times, as well as the number and length of classes in originating and remote site districts, daily schedules for teachers assigned to teleinstructional teaching assignments may deviate from the other classroom teacher in the originating site district, providing that the overall length of the teacher workday is unaffected.
3. The number of subject matter preparations for teachers in a teleinstructional teaching assignment shall be subject to any limitations contained in the originating site district master contract.
4. Any required travel in personal vehicles shall be reimbursed at the rate required under the bargaining unit member's master contract or Board of Education policy when the master contract does not specify a rate.
5. The evaluation of teachers in teleinstructional teaching assignments shall be consistent with the evaluation

procedures contained in the master contract and conducted by supervisors qualified to do such evaluations, taking into consideration any limitations of the system equipment. Videotapes will not be used in the evaluation process.

6. Teachers will be paid at the rate of \$15 per hour for required training in the use or implementation of the CCITES system for training outside the regular school day.
7. Teachers volunteering for teleinstructional teaching assignment shall receive a stipend of \$500 per semester or will be scheduled so as to limit the number of preps to one less than the previous year.

F. CCITES Equipment and System Use

1. The district shall be responsible for the repair and maintenance of telecommunications equipment. While teachers will not be held primarily responsible for the set-up or dismantling of equipment, teachers will be responsible for routine daily procedures necessary to activate and operate the system.
2. The use of the system is controlled and regulated by the CCITES Governing Council and the procedures established by participating districts.
3. Association requests for use of the system will be directed to the CCITES Governing Council. The cost of repair or damage resulting from negligence or misuse shall be incurred by the Association.
4. Except for purposes of K-12 instruction for student credit, districts shall not be restricted in the use of the CCITES system outside of the regular K-12 instructional day or school year.

G. Effect on Teacher Employment

1. The intent and purpose of the CCITES project is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts served by this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.
2. It is not the intent and purpose of the CCITES project to reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications via CCITES.

3. There will be no reduction in the total number of bargaining unit members employed by each individual district participating in the distance learning project during the 1993-94 pilot year. This provision shall not have any bearing on layoffs or reductions not related to the operation of the CCITES system. When the pilot project is completed, the parties agree to bargain the CCITES language prior to implementing as a continuing delivery system.
4. It is specifically understood that any local school district teacher presenting a K-12 telecommunications class shall be a member of the local bargaining unit.

H. Broadcast and Rebroadcast

1. Rebroadcast for students absent on a given day, remedial instruction. teacher use and for demonstration purpose is permitted.
2. Videotapes of teleinstructional classes are the property of the originating site district and may be jointly copyrighted by the originating site district and teacher.

I. Duration, Review and Future Negotiations

1. This Appendix shall be effective in a district upon ratification by the Board of Education and the recognized bargaining agent and shall remain in effect until June 30, 1994.
2. The parties agree it may be necessary to meet during the above stated period to discuss issues not contemplated or addressed in this Appendix.
3. Any changes in this Appendix during its term, and any changes resulting from the negotiations of a successor Appendix, are delegated solely to the representative bargaining committee of the CCITES Governing Council and the recognized bargaining agents. Any modifications or successor Appendices are subject to the respective parties' ratification procedures.
4. When the pilot project is completed, the parties agree to bargain the CCITES language prior to implementing as a continuing delivery system.

LETTER OF UNDERSTANDING

A Committee shall be established consisting of an elementary teacher, an administrator, and a board member. This committee will determine the definition of a gifted and talented student for the purpose of Article 11. The purpose of this committee shall be to determine the circumstances under which an elementary teacher shall be compensated for having a gifted and/or talented student in the classroom. It is agreed that compensation shall be the equivalent of that given for an independent study at the high school level.

Board of Education of the
Public Schools of Osceola Township

Copper Country Education Association