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MASTER AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF

THE LESLIE PUBLIC SCHOOLS

AND

INGHAM CLINTON EDUCATION ASSOCIATION

July 1, 1990 - June 30, 1993

Leslie Public Schools

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AGREEMENT

This Agreement made and entered into by and between the Board of Education of the Leslie School District, Leslie, Michigan, hereinafter called the "Board" and the Ingham Clinton Education Association, MEA/NEA, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board has recognized, as of May 23, 1978, the ICEA-MEA/NEA as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1: 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 Constitutions 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 occupational activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, 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 with respect to administrative and non-teaching activities, and the terms and conditions of employment;
 6. To establish school policies, copies of which shall be made available for reference to the Association and to the bargaining unit members in each building.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of 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 the State of Michigan, and the Constitution and laws of the United States.
- C. The Board recognizes the opportunities for improvement in operation through employee suggestions and recommendations and encourages the presentation of such to the properly designated administrative personnel.

ARTICLE 2: RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965,

for all certified professional personnel, including personnel on tenure and probation, classroom teachers, guidance counselors and librarians, employed or to be employed by the Board on a contract basis (whether or not assigned to a public school building), and certified professional personnel employed as long-term substitutes, but excluding supervisory and executive personnel and office and clerical employees..

1. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
 2. The term "long-term substitute" shall mean any teacher employed in one specific teaching position for sixty (60) days or more or who is contracted to replace a teacher on a leave of absence for that same period of time.
 3. The term "bargaining unit," where used in this Agreement, shall refer to the local affiliate organization of the Association, its officers and members as defined in Paragraph A above.
- B. The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual bargaining unit member from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, and provided that the Association has been given an opportunity to be present at such adjustment.
- C. The Employer shall offer long term substitute positions to laid off bargaining unit members first. The most senior member who is certified and qualified shall be offered said position first.
- D. A teacher employed as a substitute teacher with an assignment to one (1) specific position after sixty (60) days of service shall be granted leave time and other privileges granted to regular bargaining unit members under this Agreement, including a salary of not less than the minimum salary on the current salary schedule and membership in the Association.
- E. Teachers hired as full year replacements shall become members of the bargaining unit and subject to the dues deduction provisions provided in Article 4 of this Agreement.

ARTICLE 3: ASSOCIATION AND BARGAINING UNIT MEMBER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or

coerce any bargaining unit member in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States.

- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC), or a mediator from such public agency.
- C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, subject to the same policies affecting any other organization in the District.
- D. No bargaining unit member shall be prevented from wearing insignias, pins or other identification of membership in the ICEA-MEA/NEA on school premises.
- E. Space on bulletin boards in each building and use of school mail services, mail boxes and the intercom shall be made available to the Association and its members subject to the approval of the building administrator.
- F. Bargaining unit members may not attach or glue types of membership insignia to any part of the building structure.
- G. In response to reasonable requests from time to time, the Board agrees to make available to a designated officer of the Association all available information, subject to the Freedom of Information Act (MCLA 15.231 et seq., as amended), concerning the financial resources of the District, tentative salary requirements and allocations and such other financial information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the District together with records which may be necessary for the Association to process any grievance or complaint. If such records involve a bargaining unit member's personnel file, a written statement granting permission of access shall be required from the bargaining unit member.
- H. Nothing contained herein shall be construed to deny or restrict to any bargaining unit member, rights he may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- I. The Board agrees to consult with bargaining unit members concerning adequate provisions for the following facilities in future building:
 - 1. Faculty dining area.
 - 2. Faculty restroom and lavatory facilities.
 - 3. Faculty lounge in which smoking will be permitted.
 - 4. Faculty work area
 - 5. Team and individual planning rooms.
- J. Telephone facilities with a reasonable degree of privacy shall be available to bargaining unit members in each building.

- K. Parking facilities shall be made available for exclusive use by faculty and administrative personnel.
- L. Notwithstanding their employment, bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such bargaining unit members unless such action violates their oath to uphold the Constitution of the State of Michigan or of the United States. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Board unless it affects his job and image as a professional person.
- M. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or to membership in or activities connected with any employee organization.
- N. The Board of Education is committed to attempting to provide physical working conditions which do not endanger the health and safety of the staff. When mechanical conditions arise which unfavorably affect the normal school environment, temporary arrangements will be made which meet with the approval of the appropriate public regulating agencies.
- O. In recognition of the concept of progressive discipline, the Employer shall provide the bargaining unit member with written notification of any alleged delinquencies. Progressive discipline, both oral and written, shall consist of the following except when the nature of the delinquency warrants immediate disciplinary action:
1. An informal conference between the bargaining unit member and his immediate supervisor to discuss the alleged inadequacy.
 2. A clear statement of the type of behavior which is perceived as inadequate.
 3. A clear statement of the type of behavior which the supervisor believes would resolve the problem.
 4. A clear statement of the time in which the bargaining unit member is to meet the supervisor's requirement(s).
 5. A clear statement of the action that may be expected if the problem is not resolved.
- ~~P. Copies of documents of an evaluative and/or disciplinary nature which are to be inserted into the personnel file shall be forwarded to the bargaining unit member simultaneous to the inclusion of same in the personnel file. The bargaining unit member may, at his option, submit a written statement and have same attached to the file copy of such materials.~~
- Q. When a bargaining unit member is requested to sign materials to be placed in the personnel file, such signature shall be understood to indicate his awareness of the material, but shall not be interpreted to mean agreement with the content of the material.

- R. Reasonable complaints directed toward a bargaining unit member shall be called to the bargaining unit member's attention. Complaints which are called to the bargaining unit member's attention shall be reduced to writing with the names of the complainants and the administrative action taken, if any.
- S. No bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, including an adverse evaluation of a bargaining unit member's performance shall be subject to the grievance procedure herein set forth including arbitration. Upon request, the grounds forming the basis for disciplinary action shall be made available to the bargaining unit member and the Association in writing. Discipline may include any of the following: warning, written reprimand, suspension with pay, suspension without pay and/or dismissal.
- T. A bargaining unit member shall be entitled to have a representative of the Association present during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the unit member shall be advised of the right to representation under this provision.
- U. A bargaining unit member shall have the right to review his personnel file and to have an Association Representative accompany him in such review. Confidential credential materials shall be excluded from such review.

ARTICLE 4: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Bargaining unit members shall, as a condition of employment, pay a Service Fee in an amount established by the Association. Dues and Service Fees will be payroll deducted pursuant to MCLA 408.477; MSA 17.277(7). The Employer shall, at the bargaining unit member's option, either deduct the full amount of such dues/fees from the second regular paycheck in September or, deduct one-tenth (1/10) of such dues/fees from the second regular paycheck each month for ten (10) months beginning in September and ending in June of each year.
- B. Bargaining unit members who work less than full time shall be assessed on a pro-rata basis as determined by the number of hours they are normally scheduled to work. Bargaining unit members who are hired during the course of the school year will be assessed on a pro-rata basis as determined by their starting date and the months remaining in the school year.
- C. With respect to all sums deducted by the Employer pursuant to MCLA 408.477; MSA 17.277(7) whether for membership dues or the Service Fee, the Employer agrees to promptly remit said sums to the Michigan Education Association, 1216 Kendale Blvd., East Lansing, MI 48823, accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made categorizing them as to membership or non-membership in the Association, and indicating any changes in the list previously furnished. The Association agrees to advise the Employer of all members of the Association

in good standing and to furnish any other information needed by the Employer to fulfill the provisions of this Article, and not otherwise available to the Employer.

- D. The Association agrees to assume the legal defenses of any suit or action brought against the Employer, including individual Board members and their agents, regarding this Article of the collective bargaining agreement. The Association further agrees to indemnify the Employer for any costs, damages, or back pay which may be assessed against the Employer as the result of said suit or action subject, however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Employer or its agents.
 2. The Association, after consultation with the Employer, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the action or the defense which may be assessed against the Employer by any court or tribunal.
 3. Since the Association is obligated for all legal costs involved in enforcing this Article, it has the right to choose the legal counsel to defend any said suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Employer under this section.
- E. Should the provision for mandatory payroll deduction of dues or service fees, as referenced in section A above, be found contrary to law, the parties agree to negotiate procedures requiring the submission of written authorizations for the deduction of dues or service fees as a condition of continued employment within thirty (30) calendar days of such determination.
- F. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MESSA and MEFSAs programs as jointly approved between the Employer and the Association and any other plans or programs that may be jointly approved between the Employer and the Association.
- G. Annuity monies, whether authorized as a payroll deduction by the bargaining unit member or those that are provided by the Board as set forth in Article 18, sections B.2 and C.2, shall be remitted to the designated company(s) at least once in each month.

ARTICLE 5: SCHOOL CALENDAR

- A. The calendar(s) is attached to and incorporated into this Agreement as Appendix C.

- B. Parent-teacher conferences shall be scheduled and arranged in each building by the principal and the staff. Conferences at the K-7 level need not be scheduled at the same time as those in grades 8-12.
- C. The Employer agrees to hire a substitute teacher during the regularly scheduled fall and spring parent/teacher conference schedules for a bargaining unit member whose teaching assignment consists of a morning and/or an afternoon Kindergarten class.

ARTICLE 6: PROFESSIONAL COMPENSATION

- A. The salaries of bargaining unit members covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the term of this Agreement.
- B. The salary schedule is based upon an annual assignment for the periods designated in Appendix C which is attached to and incorporated in this Agreement. The bargaining unit member shall be entitled to appropriate additional compensation only for those additional responsibilities duly designated and identified in Appendix B which is attached to and incorporated in this Agreement. The bargaining unit member shall, at his discretion, be paid the established fee in addition to his base salary on a pro-rated basis as performed or in a lump sum when the responsibility has been completed.
- C. Experience acquired outside of the Leslie Public Schools may be credited up to a maximum of seven (7) years.
- D. With the exception of bargaining unit members employed in the District during the 1970-71 school year, any future credit for experience will be based on experience acquired while holding a Bachelor Degree and a provisional or permanent certificate. Non-degree experience will be recognized.
- E. Salary shall be remitted to all less than full time bargaining unit members on a pro-rated basis.
- F. The Board shall comply with U.S. and Michigan laws governing retirement.
- G. Compensation for any summer professional employment beyond the last contract day in June will be computed as a daily rate derived by dividing the number of contract days into the basic salary received for the prior school year.
- H. Horizontal advancement on the salary schedule, as a result of additional hours or degrees, shall be allowed the second payroll in September and second payroll period in January provided documentation demonstrating proof of hours and/or degrees has been submitted to the business office one (1) week prior to each of the aforementioned payroll periods. Adjusted salaries shall begin immediately.

- I. In appreciation for services to the District, a terminal leave payment of \$50.00 (fifty dollars) per year of service will be paid upon retirement provided the bargaining unit member shall have been employed in the District for ten (10) years.
- J. A bargaining unit member may elect to receive salary on a twenty (20) or twenty-six (26) week pay schedule. By notifying the bookkeeper by May 1 in any year, the unit member may receive the balance of his contract salary in the last paycheck issued in June.
- M. A bargaining unit member who must travel during the course of his employment responsibilities shall be reimbursed at the rate of 20.5/per mile.

ARTICLE 7: WORKING CONDITIONS

- A. The administration will determine the starting and ending times for the bargaining unit members' workday, within the following guidelines:
 - 1. Normally, the standard workday for each bargaining unit member shall be 7-1/4 hours with a duty-free uninterrupted lunch period of at least thirty (30) minutes within that time.
 - a. The normal reporting time shall be fifteen (15) minutes prior to the first class and the bargaining unit member shall remain at least fifteen (15) minutes after the last class except in the event of a prearranged conference or staff meetings.
 - b. Special requests to leave early on a per diem basis may be honored if such requests are for the purpose of doctor, lawyer, dentist, etc. appointments approved by the building principal.
 - c. Notwithstanding the foregoing, on Fridays and days before holidays and vacation periods, bargaining unit members shall be permitted to leave the building with the close of the student instructional day.
 - 2. In cases of assignments on split sessions (exclusive of extra-curricular assignments), the 7-1/4 hour workday (referred to above) may be exceeded by mutual consent of the Association and the Board provided Article 7 A(3) below is not violated.
 - 3. The normal daily load in grades K-12 shall not exceed five and one-half (5-1/2) hours of pupil-teacher contact time. Pupil-teacher contact time means classroom teaching time.
 - a. The normal daily load for classroom teachers in grades 7-12 shall include at least one (1) unassigned conference/preparation period of no less than fifty (50) consecutive minutes.
 - b. Classroom teachers in grades 1-6 shall be provided an average of 225 minutes of released preparation/conference time during the student instructional day each week. For purposes of calculating

the foregoing, time bargaining unit members spend on recess supervision (which is normally rotated) shall not be included in the weekly average. Averaging of the released preparation/conference time shall not exceed a normal two (2) week period.

- c. Bargaining unit members who teach a morning and an afternoon Kindergarten class shall be guaranteed an average of 185 minutes of released preparation time during the student instructional day each week. Bargaining unit members who teach one (1) Kindergarten class shall be guaranteed an average equal to one-half (1/2) of the above-mentioned released preparation time. For purposes of calculating the foregoing, recess periods shall not be included in the weekly average. Averaging of the released preparation time shall not exceed a two (2) week period.
 - d. Special area teachers will be provided an average of 25-30 minutes during each instructional day for preparation.
4. Responsibility for monitoring recess time for elementary pupils (grades K-7), shall be shared equally and on a rotating schedule among the building teachers whose pupils participate in recess.
 5. Bargaining unit members will be guaranteed a place to work during planning periods.
 6. On or before October 1 in each year, the building principal will notify bargaining unit members of the dates/days on which s/he has scheduled staff meetings throughout the school year.
 - a. Building principals shall be responsible for establishing a system whereby bargaining unit members can request items to be placed on the agenda of building level staff meetings.
 - b. Staff meetings shall normally adjourn by 5:00 p.m.
 7. No bargaining unit member shall be required to supervise students outside of the student instructional day for more than fifteen (15) minutes in any day nor for more than thirty (30) minutes in any two (2) week period.
- B. Chaperoning of dances and trips is to be distributed among the building staff with no reimbursement involved. The principal of the building shall notify the chaperons within seven (7) calendar days of these extra duties. Each year bargaining unit members shall serve at five (5) chaperoned activities excluding activities stated in Appendix B for which there is extra duty pay. Each bargaining unit member may volunteer for these assignments upon consultation with the principal.
- C. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class sizes should not exceed the following maxima:

- b. The form for issuing complaints will be developed by the Committee and made available in each building.
 - c. For a period of two (2) weeks following the first full week of student instruction in each semester, a teacher with a class overload may submit to the Committee, a form stating the nature of the problem and recommendation(s) to resolve the problem.
 - d. The Committee will meet with the teacher within five (5) working days of receiving the complaint. If the Committee believes the complaint has merit, it will issue a written recommendation for resolution to the Superintendent within five (5) working days of said meeting.
 - e. The Superintendent shall render a written decision on the Committee's recommendations within ten (10) working days of receipt of same.
- D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are tools of the teaching profession. Further, that efforts shall be continued to seek and use textbook and supplementary reading materials which contain the contribution of minority groups to the history, scientific and social development of the United States. The Board agrees to seriously consider all joint decisions made by its representatives and the Association and respond thereto in writing within a reasonable period of time. The Board agrees at all times to keep the schools equipped and maintained.
- E. The Board agrees to make available in each school, typing and duplicating facilities to aid teachers in the preparation of instructional material.
- F. The Board agrees to provide the following for the opening of the school year:
- 1. A lockable file cabinet in order to allow the bargaining unit member a place to store instructional materials with security.
 - 2. Closet space for each bargaining unit member to store coats, overshoes, and other personal articles.
 - 3. Attendance books, paper, pencils, pens, chalk, erasers, and other instructional materials necessary for daily teaching effectiveness as determined by the Administration.
 - 4. Copies, exclusively for teacher's use, of all texts (workbooks, etc.) used in each of the courses to which the bargaining unit member is assigned.
 - 5. A reputable desk dictionary in every room. For example: Websters Seventh New Collegiate Dictionary.
- G. When specialist teachers are absent, the Employer will hire substitutes provided appropriate substitutes are available.

ARTICLE 8: VACANCIES, ASSIGNMENTS, TRANSFERS

- A. A vacancy shall be defined as a position which is presently unfilled or a newly created position which the Employer intends to fill.
- B. Whenever any opening in any professional position in the District shall occur, the Board shall publicize the same by giving written notice of such opening to the bargaining unit and providing for appropriate posting in every building. No opening shall be permanently filled until such opening has been posted for at least five (5) working days. Working days shall refer to days when school is in session except that during the summer months, working days shall refer to Monday through Friday excluding holidays. Posting of vacancies shall not be required when said vacancy is to be filled by the recall of a laid off bargaining unit member.
- C. Any bargaining unit member may apply for a vacancy by submitting a written application to the Superintendent.
1. In reviewing said applications, the Board shall give due weight to the professional background and attainments of all applicants and the length of time each has been employed by the District.
 2. An applicant with no service or less service in the District shall not be awarded the vacancy unless his qualifications are substantially superior to applicants with greater service.
 3. A person temporarily assigned to fill a vacancy shall not be given preference for permanent assignment over any qualified applicant from within the bargaining unit.
 4. The Board shall support a policy of promotions from within its own staff, including promotions to supervisory and executive positions. However, this shall, in no manner, restrict the Board from selecting the candidate most suitable to the circumstance.
 5. For the purpose of this Agreement, service in the District shall be as defined in Article 9, Reduction and Recall.
- D. Bargaining unit members shall not be assigned outside the scope of their teaching certificates.
- E. All bargaining unit members shall normally be given written notice of their tentative assignments for the forthcoming year prior to the end of the current school year. In any event, notice of said tentative assignment shall be made no later than July 1.
1. Changes in said tentative assignment may be made until August 15 provided the affected bargaining unit member(s) are properly notified.
 2. Changes in tentative assignments made subsequent to August 15 which require substantially different preparation shall entitle a bargaining unit member to either two (2) days of compensatory time or compensation equal to two (2) days at his regular rate of pay for time spent in said preparation unless said change in tentative assignment

was made pursuant to the bargaining unit members'(s') request for same.

- F. Requests for a change of assignment may be made at any time and shall be submitted in writing to the Superintendent with a copy to the Association.
1. The form for such request shall be furnished by the Employer.
 2. The request shall set forth the unit member's certification, qualifications and the position sought.
 3. A request for change of assignment, once submitted, shall remain in force for one (1) year.
 4. Such requests shall be reviewed twice each year to assure active consideration by the Employer.
 5. The record of said request shall be made part of the unit member's personnel file.
 6. No bargaining unit member shall be discriminated against because of a request for change of assignment.
- G. In the event of an involuntary transfer from one building level to another, from one subject area to another in grades 7-12 or from one grade level to another at the elementary level, the principal will meet upon the bargaining unit member's request to discuss the reasons for the transfer. It is understood that the final determination regarding assignments rests with the administration.

ARTICLE 9: REDUCTION AND RECALL

- A. It is hereby specifically recognized that it is within the function of the Board of Education to alter or reduce the educational program and curriculum.
- B. Before official action on a layoff or reduction of staff is taken by the Board, it will give notice to the Association of the contemplated reduction and afford the Association an opportunity to discuss it with the Board. As soon as the names of the unit members to be laid off are known, a list of such names shall be provided to the Association.
- C. In the event it becomes necessary to reduce the number of bargaining unit members employed by the Board, such reduction shall be based upon seniority, certification and qualification for the remaining positions.
1. For purposes of this Agreement, seniority shall be defined as the number of continuous years of employment in the District.
 2. Certification shall be defined as holding a valid teaching certificate as recognized by the State of Michigan.

3. Qualifications shall be defined as possessing the requisite majors and/or minors in grades 8-12.
- D. The Board shall lay off last those qualified unit members with a valid teaching certificate having the greatest seniority in the bargaining unit; and shall provide written notice of layoff to the affected unit members and the Association President at least thirty (30) calendar days prior to the effective date of the layoff.
- E. In order to promote an orderly reduction in personnel, the following procedure will be used:
1. Probationary bargaining unit members will be laid off first, unless no tenured bargaining unit member is certified for the position.
 2. In the event it is necessary to further reduce staff, tenured bargaining unit members shall be laid off on the basis of seniority, certification and qualification.
 3. No new bargaining unit members shall be employed by the Board while there are bargaining unit members of the District who are laid off unless there are no laid off bargaining unit members who are certified and qualified to fill the remaining positions.
 4. In order for a less senior bargaining unit member to be retained in a position, the bargaining unit member shall have certification and a major or minor in the assigned area which the more senior bargaining unit member lacks or, if he shall retain tenure in position. Should such an occasion arise, the Employer shall endeavor to advise the Association President in advance of the number and category of such bargaining unit members.
 5. Effective with this Agreement, any unit member who is employed in a position other than as a classroom teacher shall not have tenure in such position, but upon satisfactory completion of the probationary period, all certificated personnel holding such positions will be granted continuing tenure as classroom teachers.
- F. The Employer shall develop a seniority list and make the appropriate revisions each semester. A copy of the seniority list shall be forwarded to the Association during the months of October and May of each year.
1. The bargaining unit member's seniority shall be his last date of hire and shall accrue with the first day of work.
 2. Any bargaining unit member who transfers or is transferred to a position in the District which is outside of the bargaining unit and then transfers back into the bargaining unit shall be granted seniority for the full time acquired prior to leaving the unit and up to an additional two (2) years for further service with the District outside of the bargaining unit.
 3. Days worked in any extra-curricular activity shall neither accrue seniority nor establish a date of hire.

4. Continuous years of employment in the District shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement and seniority shall continue to accrue.
 5. A bargaining unit member who has been laid off, whether in full or in part, shall accrue seniority as if he were employed full time.
 6. Should two (2) or more bargaining unit members share the same seniority, they shall be ranked using the following criteria and in the order stated:
 - a. Most advanced degree(s) held. Degrees shall be in the field of education and/or subjects taught in the Leslie Public Schools.
 - b. Hours beyond most advanced degree(s) held.
 - c. Extra-curricular assignment.
 - d. Outside teaching experience.
- G. Laid off bargaining unit members shall be recalled in the inverse order of layoff for new or reactivated positions for which they are certified and qualified as defined above.
1. It shall be the responsibility of each bargaining unit member to notify the Board of any change of address and any change of status as it relates to being considered for recall.
 2. Notice of recall shall be by certified, return receipt mail. A bargaining unit member shall indicate acceptance of recall by certified mail to the Superintendent within fifteen (15) calendar days from the postmarked date of Notice of Recall. Failure to do so shall cause forfeiture of all of said bargaining unit member's seniority unless an exception is granted in writing by the Superintendent.
 3. Bargaining unit members who receive written notice of recall and who have signed a contract to teach during the school year in question in another public school district in Michigan shall:
 - a. Notify the Board in writing that such a contract has been signed.
 - b. Furnish a written statement from the Superintendent of Schools with whom the contract was signed indicating that a release from said contract cannot be obtained.
- H. A bargaining unit member shall lose his right to recall when the District offers him a position equivalent to that occupied prior to the effective date of layoff and he refuses such position provided said bargaining unit member is not under contract with another Michigan public school district. If he is under contract with another said school district at the time of recall, he shall retain his right to recall to a position for which he is certified and qualified for the balance of said school year. The bargaining unit member shall not enter into a second contract with another Michigan public school without the written consent of the administration, a

copy of which shall be forwarded to the bargaining unit member and the Association. Should a bargaining unit member enter into a second contract with said school district without the written consent of the administration, he shall forfeit his seniority and recall rights under this Agreement.

ARTICLE 10: LEAVES OF ABSENCE

A. Paid Leaves

1. At the beginning of each school year, bargaining unit members shall be credited with twelve (12) days of sick leave to be used for absences caused by illness or physical disability to the bargaining unit member. The unused portion of such sick leave shall accumulate from year to year without limit.
 - a. The Board shall furnish a written statement at the beginning of each school year setting forth the total amount of accrued sick leave.
 - b. Any bargaining unit member who willfully violates or misuses sick leave or who misrepresents any statement or condition under sick leave may be subject to discipline.
 - c. The purpose of sick leave is to cover the period of illness or physical disability. Bargaining unit members utilizing same will be expected to return to work as soon as physically able to do so.
 - d. In the event a bargaining unit member is injured in the course of his employment and qualifies for Worker Compensation, the bargaining unit member may elect to have the Worker Compensation supplemented by his accumulated sick leave to the extent necessary to maintain his regular earnings. A pro-rata deduction from sick leave will be made.
 - e. Leaves of absence with pay chargeable against the bargaining unit member's sick leave shall be granted for the following reasons, but shall not exceed ten (10) days per year. Except in cases of emergency, whenever circumstances permit, a written request must be submitted in advance and approved by the Superintendent.
 - (1) A maximum of five (5) days per school year for each critical illness in the immediate family (spouse, children, parents, parents-in-law, sisters and brothers).
 - (2) Two (2) days when emergency illness in the family requires a bargaining unit member to make arrangements for necessary medical or nursing care.
 - (3) Exceptions to the maximum allowable days under "1" and "2" above may be made at the discretion of the Superintendent.

- (4) Time necessary for medical and dental appointments when such appointments cannot be made at any other time.
- f. Pay for sick days used in excess of that accumulated, at the time of illness, may be recovered in a succeeding year or years as they are credited. Reimbursement will be equal to the per diem rate of pay that was current when the time and pay were originally lost.
2. At the beginning of each school year, each bargaining unit member shall be credited with two (2) days to be used for the bargaining unit member's personal business except for a school day preceding or following a vacation period. Personal business days may be used at the discretion of the bargaining unit member. A bargaining unit member planning to use a personal business day(s) shall notify his principal in writing at least three (3) days in advance, except in the case of any emergency. No more than three (3) bargaining unit members in a building will be granted personal leave on any given day except in cases of emergency. Personal days will be granted or denied upon application to the building principal. The principal shall not deny personal leave except as provided herein. Any unused personal business days will be credited to sick leave accumulation.
3. Recognizing that professional growth is important, professional leave days may be allowed selectively depending upon the principal's assessment of the need and value of each request. Professional leave days shall be used solely for the following:
- a. Observation of other instructional techniques or programs.
- b. Attendance at conferences, workshops, or seminars conducted by colleges, universities, the Michigan Department of Education and the Michigan Education Association and National Education Association and/or affiliate departments thereof. A bargaining unit member attending such conferences and meetings shall be granted sufficient time to attend without loss of compensation.
4. At the beginning of every school year, the Association shall be credited with eight (8) days to be used by bargaining unit members who are officers or agents of the Association; such use will 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 reimburse the District for the cost of a substitute.
5. A bargaining unit member shall be allowed up to a maximum of five (5) working days as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family is defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the teacher's household.
6. A bargaining unit member called for jury duty or to give testimony

before any Court of Law not in their own defense shall be compensated the difference between the regular pay and the pay received for the performance of such obligation.

7. Bargaining unit members who are in a reserve unit of the armed forces of the United States shall be granted up to ten (10) days of leave each year for active duty provided sufficient information is provided reflecting that no other alternatives were available in terms of scheduling the required duty. Such bargaining unit members shall be compensated the difference between their regular rate of pay and the pay received for the performance of such duty and shall retain all other rights and benefits during the leave period.
8. Bargaining unit members accepting substitute work during their planning period shall be credited with an equivalent amount of time to be utilized at the bargaining unit member's discretion, subject to the following limitations:
 - a. Said time is to be utilized only in one (1) day increments (i.e. bargaining unit members substituting on six [6] occasions will be entitled to [1] day off, etc.) and two (2) or more days may not be used in succession.
 - b. Utilization of a day off under these provisions is subject to the bargaining unit member's accumulation of sufficient credit to provide for same and providing at least one (1) week's notice.
 - c. No more than one (1) bargaining unit member may be absent under these provisions on any given day and no bargaining unit member shall be entitled to more than three (3) days in any school year.
 - d. Any unused credit shall be paid at the end of the school year in the bargaining unit member's last check at the rate established in the extra-duty schedule.
 - e. Such days may not be utilized to extend a vacation period.

B. Unpaid Leaves

1. A bargaining unit member shall be granted an unpaid maternity leave to commence at any time during pregnancy, provided that the beginning and ending of such leaves should coincide as nearly as possible with the starting and ending of semesters or marking periods. A bargaining unit member who works until physically unable to continue, based on a statement from the bargaining unit member's physician, shall be entitled to use sick leave for such time as the disability continues.
2. A bargaining unit member shall be granted up to one (1) year of child care leave immediately following the birth of the child. The application for such leave shall be received by the Superintendent no later than sixty (60) calendar days prior to the effective date of such leave and shall include the date on which the bargaining unit member wishes to commence the leave. A bargaining unit member on leave under these provisions, and wishing to return to duty, shall

file a written request with the Superintendent at least thirty (30) days prior to the end of the leave. This may be extended by mutual consent provided such request is submitted within the time schedule heretofore stated.

- a. For purposes of seniority, a bargaining unit member will be granted credit and experience on the salary schedule for any complete semester of work during the school year in which such leave is granted.
 - b. The provisions of this leave will also apply to a bargaining unit member who wishes a leave for adoption of a child or child care purposes.
3. The Board of Education may grant leaves of absence for reasons of health. Absence due to illness in excess of accumulated sick leave automatically places bargaining unit members on leave without pay for the additional days missed. In cases of prolonged illness (2 weeks beyond sick leave accumulation), the bargaining unit member must submit to the Superintendent, a written request for leave which states the probable date of return. Such leave shall be granted for the balance of the school year or for a maximum of one (1) school year. Upon exhaustion of said leave, as provided herein, the bargaining unit member shall either return or submit a medical statement indicating his current condition and a prognosis as to when the bargaining unit member will be able to return to his regular duties. Upon application from the bargaining unit member, the leave may be extended by the Board.
- a. Approval for a leave may be dependent upon a physician's statement (either a personal physician or one appointed by the Board or both) certifying the bargaining unit member's disability.
 - b. Upon acceptance of his application for return to work, the bargaining unit member shall be returned to a position for which he is certified and qualified provided said returning bargaining unit member possesses the seniority necessary to be placed in said position. Placement in such position shall occur at the beginning of a semester.
4. Military leaves without pay shall be granted to any bargaining unit member who shall be inducted or shall enlist in a branch of the armed forces of the United States. Bargaining unit members on a military leave shall be given the benefit of any increments up to four (4) years which would have been credited to them had they remained in active service to the District provided they receive an honorable discharge and give sufficient notice of departure and return dates.
5. Leave without pay will be granted for up to two (2) years to any bargaining unit member who joins the Peace Corps as a full time participant. Any period so served shall be treated as time taught for purposes of increments on the salary schedule. However, such a leave shall begin at the completion of the school year. Bargaining unit

members leaving and/or seeking reassignments in the District shall submit a written request at least six (6) months in advance.

6. Leave without pay may be granted upon application for the following purposes:
 - a. Study related to the bargaining unit member's licensed field.
 - b. Study to meet eligibility requirements for a related professional license other than that held by the bargaining unit member.
 - c. Study, research or special assignment involving probable advantage to the District. The regular salary increment shall be credited during such a period.

C. General Leave Provisions

1. A bargaining unit member on leave for one (1) year or less shall be returned to a comparable position for which he is certified and qualified. When the leave is for one (1) semester or less, the bargaining unit member shall be returned to the position from which the leave was taken. In either case, return from leave is subject to the absence of any intervening reduction in staff. If same has occurred, the provisions of Article 9, Reduction and Recall, shall apply.
2. Upon return from a medical or disability leave, a bargaining unit member shall submit a doctor's statement certifying his ability to perform his assigned duties.
3. A bargaining unit member returning to duty after an absence due to a contagious disease or a nervous or mental disorder shall present a statement from a physician affirming his ability to resume a position on a regular basis.
4. The Board may extend any leave of absence upon written application from the bargaining unit member.
5. Except as provided elsewhere, the bargaining unit member shall provide the Board with written notice of his intent to return from an unpaid leave of absence thirty (30) calendar days prior to the expiration of the leave.
6. Upon return from an unpaid leave of absence, a bargaining unit member shall resume all rights and benefits under this Agreement.
7. It is expressly understood that recreational pursuits and defense in court regarding a morals charge (unless found innocent) shall not be considered leave.

ARTICLE 11: EVALUATION

- A. It shall be the administration's responsibility to evaluate the performance of all bargaining unit members.
- B. Prior to any classroom observation, newly hired bargaining unit members will be apprised of the criteria upon which they will be evaluated.

In the event the administration changes evaluation criteria, all bargaining unit members will be notified.

- C. By December 15, a minimum of two (2) observations will be made and one (1) written evaluation will be provided by the building principal to non-tenured teachers. No later than March 15, a minimum of one (1) additional observation with a subsequent written evaluation will be provided to non-tenured bargaining unit members.

Any scheduled evaluation of tenured bargaining unit members shall be completed by March 15.

- D. Bargaining unit members who will not be recommended for continued employment in any year shall be notified in writing as shall the Association at least sixty (60) days prior to the last day of work.
- E. Bargaining unit members may attach a written reply to the evaluation within ten (10) working days after receipt of the evaluation.
- F. Documents of an evaluative and/or disciplinary nature shall first be signed and dated prior to inserting same into the personnel file. A bargaining unit member's signature shall not be interpreted to mean that s/he necessarily agrees with the content, but shall be interpreted to mean that s/he has reviewed said material.
- G. Written evaluations shall be submitted to the bargaining unit member within ten (10) work days of the final observation.
- H. Upon request and within ten (10) days following receipt of the principal's evaluation, the principal shall arrange a conference with the bargaining unit member to review the written evaluation.
- I. To the extent that needs for improvement are identified in an evaluation, written suggestions will be made to assist the bargaining unit member in that direction.
- J. Bargaining unit members not evaluated as provided herein shall be considered to have performed satisfactorily.

ARTICLE 12: JOB SHARING

- A. It is agreed between the parties that the Master Agreement shall be modified to allow for the employment of bargaining unit members in job sharing positions.

- B. For purposes of this Agreement, job sharing shall be considered a partial leave of absence for full time personnel. It is understood that bargaining unit members electing job-sharing positions are not eligible for unemployment compensation.
- C. The parties agree that job sharing arrangements shall be restricted to two (2) bargaining unit members sharing one (1) full time position.
1. Agreement to share a full time position shall commit the bargaining unit member(s) for one (1) year and shall expire with the last workday of each school year.
 2. Upon dissolution of the shared assignment, the less senior bargaining unit member shall be considered displaced.
 3. The junior bargaining unit member shall have the right to displace the bargaining unit member with the least seniority provided he has the necessary certification and qualifications.
 4. Should the junior bargaining unit member not possess the necessary seniority and certification to effect paragraph 3 above, he shall be subject to layoff.
- D. Job sharing situations shall be presented to the Superintendent by the Association prior to May 1 annually. The Superintendent shall approve or deny proposed job sharing situations no later than June 1 annually.
- E. Proposed job sharing situations shall include the following:
1. Schedule the work time and designate the responsibility of each for the workload, i.e. 2-1/2 days on, 2-1/2 days off; mornings and afternoons; first semester, second semester, class hours, etc.
 2. Provide a brief written description of how the assignment responsibilities are to be shared.
 3. Provide a brief written description of the process to be used in communicating with the immediate supervisor.
- F. Bargaining unit members in a shared job assignment shall substitute in the other's absence whenever possible; and shall be compensated in accordance with section 6 of Appendix B.
- G. Bargaining unit members in a shared assignment shall accrue seniority and salary schedule credit as if employed full time.
- H. Bargaining unit members in a shared assignment shall receive the pro-rata share of salary which reflects the fraction of time the position is shared and as provided in Appendix A of the Master Agreement.
- I. Sick leave, personal leave and fringe benefits shall accrue and be credited on a pro-rata basis.
- J. Employment in a job sharing position is subject to the terms and conditions

outlined in this Article and the Master Agreement negotiated between the Board and the Association.

ARTICLE 13: PROTECTION OF BARGAINING UNIT MEMBERS

- A. The Board recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom. It is likewise recognized that there may be cases where the service and/or authority of personnel not normally on the school payroll will need to be employed to serve the best interests of students.
- B. Any case of assault upon a bargaining unit member shall be promptly reported by the bargaining unit member to the building principal. The Board shall render all reasonable assistance to the bargaining unit member in connection with the handling of the incident by law enforcement and judicial authorities.
- C. In the event the bargaining unit member incurs medical expenses or loss of work time as a result of an assault while performing his duties with the District, Worker Compensation Insurance provides protection for these expenses and income considerations. Accumulated sick leave may be utilized at the bargaining unit member's option. Reduction of sick leave shall be pro-rated at the same rate as the District's proportion of salary payment.
- D. Bargaining unit members are expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- E. The Board shall reimburse the bargaining unit member for loss or damage to personal property used for instructional purposes, provided the bargaining unit member receives approval from the building principal prior to bringing such items to school.

ARTICLE 14: INSERVICE, WORKSHOPS AND CONFERENCES

- A. District-wide inservice days will be designated in Appendix C (calendar).
- B. A District-Wide Workshop and Conference Committee shall be comprised of three (3) bargaining unit members, one (1) each from the elementary, middle school, high school levels, and two (2) administrators. The Committee members shall be designated by the respective parties and each party shall designate one (1) Committee member as a co-chairperson.
- C. The Board will budget \$6,500 a year to the Committee to allocate conference and workshop funds subject to the following:
 - 1. Bargaining unit members will submit a written request with full

details on the date, time, location, cost and purpose of the conference to the Committee.

2. Absent approval from the Superintendent, no time off work may be authorized by the Committee.
 3. It is expressly understood that should the Section 97 funds be eliminated from the State Aid Act or be reduced below the annual appropriation received in the 1989-90 fiscal year, the Board will not be required to budget the \$6,500 referred to above, however, the issue of allocation will be subject to negotiations between the parties.
 4. The Committee retains the jurisdiction to pay all or a portion of the costs in conjunction with a bargaining unit member's request provided the total annual costs shall not exceed \$6,500.
 5. Action initiated by the Committee shall not be subject to the grievance procedure.
- C. The Workshop and Conference Committee will collectively develop plans for inservice programs. The expenses for such programs will not be deducted from the funds set forth under section B.
- D. The parties support the principle of continuous professional development. Participation by bargaining unit members in professional organizations in their areas of specialization is encouraged. Leaves for work on advanced degrees or special studies may be granted when it is mutually agreed that the benefits of such studies will be directly applicable to instructional responsibilities, whether existing or planned for implementation. A posting of such planned programs will precede any granting or approval of compensation by the Board.

ARTICLE 15: NEGOTIATION PROCEDURES

- A. This Agreement replaces all previous agreements between the parties. Prior to and during the negotiation of this Agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this Agreement, in whole or in part. The withdrawal of those proposals, in whole or in part, is as much a consideration for this Agreement as is the incorporation therein of matters agreed on. Each party hereto hereby waives any right to require the other to bargain on the subject matter of those proposals, or on any similar proposals or on any other matter that might have been included in or covered by this Agreement, but was not. It is the intention of the parties that this Agreement during its term shall cover all arrangements between the parties concerning wages, hours, and conditions of employment that are to be in effect during the term and that nothing shall be added to the Agreement or subtracted from it by amendment, supplemental agreement or otherwise, other than by subsequent written agreement between and executed by the Employer and the Association.

- B. No later than June 1 of the year in which the contract expires, the parties will begin negotiations for a successor Agreement.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each, shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of bargaining, subject only to such ultimate ratification.
- D. There shall be no less than four (4) signed copies of this Agreement. Two (2) such copies shall be retained by the Employer and two (2) such copies shall be retained by the Association.

ARTICLE 16: GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
 - 1. The termination of service of or the failure to re-employ any probationary bargaining unit member.
 - 2. The placing of a probationary bargaining unit member on a third year of probation.
 - 3. The termination of services or failure to re-employ any bargaining unit member to a position on the extra-curricular schedule, except in cases where the formal evaluation process has not been followed.
 - 4. Any matter involving the evaluation of a probationary teacher, except for the procedure as set forth in Article 11.
 - 5. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- C. In the event that a bargaining unit member or the Association believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal within five (5) days after the grievance occurs or within five (5) days of when the grievant could have been reasonably expected to have knowledge of its occurrence, either personally or accompanied by an Association Representative(s). Any grievance carried by the Association may be suspended at the request of the individual grievant.

- D. Within five (5) days of receipt of the grievance, the principal shall meet with the grievant/Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association and the grievant.
- E. If the grievant/Association is not satisfied with the disposition of the grievance or, if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Superintendent. Transmission to the Superintendent shall be within five (5) days of the response of the principal or his failure to respond within the time specified. Within seven (7) days, the Superintendent, or his designee, shall meet with the grievant/Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association and the grievant.
- F. If the grievant/Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) days of such meeting, the grievance may be transmitted to arbitration. Transmission to arbitration shall be within five (5) days of the response of the Superintendent or his failure to respond within the time specified. The rules for filing for arbitration shall be governed by the American Arbitration Association which shall likewise govern the arbitration proceeding.
- G. The decision of the arbitrator shall be final and conclusive and binding upon bargaining unit members, the Board and the Association. Any lawful decision of the arbitrator shall be forthwith placed into effect. The powers of the arbitrator are subject to the following limitations:
1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 2. He shall have no power to establish salary scales or to change any salary.
 3. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 4. He shall have no power to interpret state or federal law.
 5. He shall not hear any grievance previously barred from the scope of the grievance procedure.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its

best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

J. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

K. Miscellaneous

1. A grievance may be dropped at any level without prejudice.
2. The grievance discussed and the decision rendered at all levels shall be in writing.
3. No reprisals shall be taken by or against the Board, a bargaining unit member, or the Association merely for submitting a grievance.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a bargaining unit member or participating Association Representative is to be at his assigned duty station.
6. If any bargaining unit member's dismissal is reversed by court action, the individual bargaining unit member will be returned to the active payroll and reimbursed for any salary loss resulting from his dismissal. This will only be applicable, however, if the individual initiates such legal proceedings within ninety (90) days of the termination date.
7. The term "day," as used herein, shall mean working days. During the summer months, days shall refer to Monday through Friday, excluding holidays.

ARTICLE 17: CONTINUITY OF OPERATION

A. Nothing in this Article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by an Act of God. When schools are closed to all students due to the above conditions, bargaining unit members shall not be required to report to work.

1. When school is closed for the above reasons, bargaining unit members will be notified by radio or telephone.
2. Effective with the 1985-1986 school year, emergency school closings will be considered as days not worked and therefore, not paid. Said days will be rescheduled to provide 178 days of student instruction. Bargaining unit members will be expected to report for work on said rescheduled days at their regular rate of pay.

3. Should it become necessary to reschedule a student instructional day(s), said day(s) shall be added to the end of the negotiated school calendar.
 4. A bargaining unit member who has, in accordance with standard procedures, indicated his intent to use a paid leave day(s) when school is closed for the reasons stated above, shall suffer neither loss of leave time nor loss of salary.
 5. Should the State Aid Act be amended during the term of this Agreement to permit "Act of God Days" without the requirement to reschedule same, the parties agree that when school is closed for the above reasons, bargaining unit members shall not be required to report for work and shall suffer neither loss of leave time nor loss of salary. Any other amendments to the State Aid Act during the term of this Agreement shall be subject to negotiation between the parties.
- B. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of the Agreement, it will not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

ARTICLE 18: MISCELLANEOUS PROVISIONS

- A. Bargaining unit members will be informed of telephone numbers and procedures for reporting their absence.
- B. Upon request, the Association shall be advised by the Board of fiscal, budgetary, and tax programs affecting the District.
- C. One hundred fifty (150) copies of this Agreement will be prepared with twenty-five (25) copies to the Board. The cost will be shared equally by the parties.
- D. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or group of bargaining unit members shall be found contrary to law or to administrative regulations required by the Department of Education in the State of Michigan, then such provisions or applications shall be deemed null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. This Agreement shall supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of the negotiated Agreement that has been entered into covering the same school year as the said individual contracts cover.
- F. Normally, individual employment contracts shall be issued within thirty (30) days of the conclusion of negotiations between the parties, or by

September 30, whichever is later. Normally, extra-duty contracts shall be issued on or before the first day that the bargaining unit member is scheduled to commence work in such assignment.

- G. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity for all pupils.

ARTICLE 19: INSURANCE BENEFITS

- A. The Employer shall provide without cost to the bargaining unit member MESSA PAK for a full twelve (12) month period for the bargaining unit member and his entire family.
- B. Bargaining unit members who do not elect MESSA PAK Plan A will select MESSA PAK Plan B.

1. Plan A

Super Care 1
Delta Dental Plan E-007 with internal and external COB
\$15,000 Life Insurance with AD & D
Vision Care, VSP-2
Long Term Disability Plan 2
90 calendar day modified fill wait period
66 2/3% of salary to a monthly maximum of \$2,500.00
Social Security Freeze
Alcoholism/Substance Addiction/Mental & Nervous with two (2)
year limit.

2. Plan B

\$90.00 per month toward any of the MESSA non-taxable health options and/or an annuity (\$95.00 per month effective 9/1/91 and \$100.00 per month effective 9/1/92)
Delta Dental Plan Auto +/004 with internal and external COB
\$20,000 Life Insurance with AD & D
Vision Care, VSP-3
Long Term Disability Plan as provided in Plan A

- C. The Employer shall provide without cost to the bargaining unit member, who works less than half time but more than one quarter time, said bargaining unit member's designation of one (1) of the following MESSA health options for a full twelve (12) month period.

1. Plan A

Single subscriber premium toward Super Care 1

2. Plan B

- a. \$15,000 Life Insurance with AD & D
Delta Dental Plan E-007 with internal and external COB
Vision Care, VSP-2
 - b. The balance of the single subscriber premium may be applied toward any of the MESSA non-taxable health options and/or an annuity.
 - c. Should a bargaining unit member receive dental and/or vision insurance through a spouse, he may waive his right to receive same in which case the appropriate portion of the single subscriber premium will be applied to the cost of the life insurance policy and the balance may be applied toward any of the MESSA non-taxable health options and/or an annuity.
- D. A bargaining unit member who is eligible for the insurance benefits including annuities, set forth herein shall be responsible for the completion of all necessary documents and for fulfilling any other requirements set forth by the insurance underwriters/administrators.
- E. A bargaining unit member shall report changes in family status to the Personnel Office within thirty (30) days of such change. The bargaining unit member shall be responsible for any overpayment of premiums made by the Board in his behalf for failure to comply with this provision.
- F. A bargaining unit member eligible for Medicare may enroll for Medicare benefits (Parts A & B) within thirty (30) days of his first eligibility date. The bargaining unit member shall be responsible for any overpayment of insurance premiums made by the Board for failure to comply with this provision.
- 1. Bargaining unit members eligible for Medicare benefits on and after January 1, 1983, must notify the Board of Education, in writing, of their primary program election. Bargaining unit members can either elect Medicare or the Board-provided plan as their primary program as required by T.E.F.R.A..
 - 2. To the extent permitted by law, premiums for Medicare supplement and Medicare Part B premiums shall be paid on behalf of the bargaining unit member's spouse and/or his qualified dependent(s) who is eligible for Medicare.
 - 3. ~~The Board of Education will not be liable for any penalties against the bargaining unit member by the insurance carrier as a result of his election.~~
- G. ~~Health care protection shall be provided for a full twelve (12) month period for each bargaining unit member who completes a full academic year of employment and shall otherwise be pro-rated.~~
- H. The health care protection is to be provided to the bargaining unit member's immediate family and other single eligible dependents as defined by the carrier.

- I. The Board agrees to provide the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
- J. An open enrollment period shall be provided annually during the month of September.
- K. In the event the cost of Plan A exceeds \$599.13 during the term of this Agreement, the amount in excess of \$599.13 will be payroll deducted from the bargaining unit member's salary once in each month.

ARTICLE 20: DURATION OF AGREEMENT

- A. This Agreement shall be effective upon ratification by the Board and shall remain in effect until June 30, 1993.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

INGHAM CLINTON EDUCATION ASSOCIATION

President

Christine M. Vashek

President

Secretary

Richard H. Samuel

Chief Negotiator

Superintendent

Chairperson - I.C.E.A.

Date

Date

APPENDIX A

1990-91 SALARY SCHEDULE

<u>Step</u>	<u>BA</u>	<u>BA + 20 Sem</u> <u>30 Term</u>	<u>MA</u>	<u>MA + 30 Sem</u> <u>45 Term</u>
1	\$21,494	\$22,138	\$22,353	\$22,784
2	22,353	22,997	23,426	23,857
3	23,640	24,717	25,794	26,866
4	24,932	26,061	27,294	28,425
5	26,328	27,457	28,962	30,035
6	27,726	28,907	30,467	31,703
7	29,176	30,415	32,133	33,419
8	30,680	31,973	33,852	35,194
9	32,241	33,584	35,625	37,022
10	33,852	35,032	36,968	38,471
11	35,519	36,968	39,118	40,190

1991-92

1	22,676	23,356	23,583	24,037
2	23,583	24,262	24,715	25,169
3	24,941	26,076	27,212	28,343
4	26,303	27,494	28,795	29,988
5	27,776	28,968	30,555	31,687
6	29,251	30,497	32,143	33,446
7	30,781	32,087	33,901	35,257
8	32,368	33,731	35,714	37,129
9	34,014	35,431	37,585	39,058
10	35,714	36,959	39,001	40,586
11	37,472	39,001	41,270	42,401

1992-93

1	24,036	24,757	24,998	25,479
2	24,998	25,717	26,198	26,679
3	26,437	27,641	28,845	30,044
4	27,881	29,144	30,523	31,788
5	29,442	30,706	32,388	33,588
6	31,006	32,327	34,072	35,453
7	32,628	34,013	35,935	37,373
8	34,310	35,755	37,856	39,357
9	36,055	37,557	39,840	41,402
10	37,856	39,177	41,342	43,022
11	39,721	41,342	43,746	44,945

1. Commencing September 1, 1975, the Board will pay retirement for the bargaining unit members to the Michigan Public School Employee Retirement System.
2. In addition to the salary schedule, experience in the Leslie Public Schools will be recognized by a supplement to salary at the following levels:

<u>Levels</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
12 - 14 years	\$ 388	\$ 409	\$ 434
15 - 17 years	774	817	866
18 - 20 years	1,162	1,225	1,299
21 - 23 years	1,497	1,579	1,674
24 - or more years	1,879	1,982	2,101

The bargaining unit member's employment anniversary date shall serve as the basis for calculating the respective supplement(s) to salary. Accordingly, when the anniversary date falls after the first but before the last work day in any school year, said supplement shall be a pro-rata portion of the full amount.

APPENDIX B

EXTRA DUTY COMPENSATION

1. ATHLETIC COMPENSATION

Football	
Head Varsity	11%
Assistant Varsity	9%
Junior Varsity Head	9%
Junior Varsity Assistant	7%
Ninth Grade Head	7%
Ninth Grade Assistant	6%
Cross Country	
Head Coach	11%
Boy's Basketball	
Head Varsity	11%
Head Junior Varsity	9%
Ninth Grade	7%
Eighth Grade	5%
Seventh Grade	5%
Girl's Basketball	
Head Varsity	11%
Head Junior Varsity	9%
Eighth Grade	5%
Seventh Grade	5%
(7.5% if combined practices for 7th and 8th)	
Wrestling	
Head Varsity	11%
Head Junior Varsity	9%
Eighth Grade	5%
Baseball	
Head Varsity	9%
Head Junior Varsity	7%
Ninth Grade	5%
Track	
Head Varsity	11%
Assistant Varsity	6%
Jr. High (7.5% if combined practices for both boys and girls)	6%
Golf	
Head Varsity	9%

Softball	
Head Varsity	9%
Head Junior Varsity	7%

Cheerleading	
Head Varsity	7%
Head Junior Varsity	5%
Ninth Grade	5%
Junior High	5%

Tennis	
Head Varsity	9%

Volleyball	
Head Varsity	9%
Head Junior Varsity	7%
Junior High	6%

Upper Elementary Intramurals	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Director of Intramurals, Grades 5-8	\$1,631.00	\$1,721.00	\$1,824.00
Games Director	1,631.00	1,721.00	1,824.00

2. NON-ATHLETIC

Band	
Director of Marching Bands	11%
Assistant Director of Marching Bands	6%

Vocal Music	
Director High School Vocal Music	11%
Musical Assistants (3)	3%
Upper Elementary Vocal Director	5%

High School Newspaper	2%
High School Yearbook	4%
High School Forensics	7.5%
High School Debate	3%
High School Dramatics	7.5%
Senior Class Sponsors (2)	3%
Junior Class Sponsors (2)	3%
Sophomore Class Sponsors (2)	2%
Freshman Class Sponsors (2)	2%
Eighth Grade Class Sponsors (2)	2%
High School Student Council	8%
National Honor Society	3%
Department Chairpersons	\$300.00
S.A.A.D.	
High School	\$264.00
Upper Elementary	\$158.00

3. The above percentages will be applied to the following schedule equal to

the person's experience in that area, unless otherwise stipulated. Experience in other schools will be recognized for transfer in the same manner as regular teaching experience credit may be transferred.

<u>STEP</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
1	\$21,189	\$22,248	\$23,472
2	22,036	23,138	24,410
3	23,307	24,472	25,818
4	24,579	25,808	27,228
5	25,955	27,253	28,752
6	27,335	28,701	30,280
7	28,762	30,200	31,861
8	30,246	31,759	33,505
9	31,786	33,375	35,210
10	33,371	35,040	36,967
11	35,015	36,766	38,788

4. Five percent (5%) of BA base will be paid to each bargaining unit member whose daily assignment involves duties in more than one (1) building.
 - a. Effective with the 1985-1986 school year, new employees shall be entitled to three percent (3%) of the BA base when their daily assignment involves duties in more than one (1) building.
 - b. Effective with the 1988-89 school year, bargaining unit members shall be entitled to \$369.00 when their daily assignment involves duties in more than one (1) building. This stipend will not apply to those bargaining unit members who received a stipend as provided above during the 1987-88 school year provided they remain assigned on an ongoing basis in more than one (1) building in subsequent years.
5. Teachers of Driver Education will be reimbursed at the rate of \$12.97 per hour during the 1990-91 school year and \$13.68 per hour during the 1991-92 school year and \$14.50 in the 1992-93 school year for both classroom and behind-the-wheel instruction.
6. Teachers will not be expected to substitute for one another except in cases of emergency. In the event that a teacher acts as a substitute, he will be compensated at the rate of \$15.37 in 1990-91, \$16.22 in 1991-92 and \$17.19 in 1992-93 per classroom hour unless compensatory time is elected under the provisions of Article 10, section A.7.

7. ADULT EDUCATION COMPENSATION: (per Semester per Class)

<u>Years</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
0	\$ 860	\$ 907	\$ 962
1	883	932	987
2	908	958	1,016
3	934	985	1,044
4	959	1,012	1,073
5	984	1,038	1,101
6	1,010	1,065	1,129

8. The parties recognize that the Board is not under any obligation to fill any position set forth in the schedule of extra duty compensation, Appendix B, of the Master Agreement. If during a period of financial difficulty the Board determines to offer any program on such schedule on a modified or reduced form, the parties will meet to negotiate the rate for that program.
9. The Board reserves the right to pay non-bargaining unit staff assigned to Appendix B positions at a rate which is less than that specified in Appendix B provided that said position(s) are posted within the bargaining unit each year and provided, further, that no qualified bargaining unit member applies for such position(s).

APPENDIX C
1990-1991 Calendar

	WK	M	T	W	TH	F	
AUGUST							30 - Teacher Orientation
SEPTEMBER	(1)		4	5	6	7	3 - Labor Day
	(2)	10	11	12	13	14	4 - 1st Day Students - 1/2 day Teacher Prep
	(3)	17	18	19	20	21	18 - Elem. Back to School Night 6:00-7:30 p.m.
	(4)	24	25	26	27	28	28 - Fourth Friday
OCTOBER	(5)	1	2	3	4	5	1 - In-Service 1/2 Day Students
	(6)	8	9	10	11	12	
	(7)	15	16	17	18	19	
	(8)	22	23	24	25	26	
	(9)	29	30	31			
NOVEMBER	(9)				1	2	2 - End 1st Qtr. = 44 days
	(10)	5	6	7	8	9	
	(11)	12	13	14	15	16	13-14, 16 - Conferences 1/2 Days*
	(12)	19	20	21			22-23 - Thanksgiving Recess
	(13)	26	27	28	29	30	
DECEMBER	(14)	3	4	5	6	7	
	(15)	10	11	12	13	14	
	(16)	17	18	19	20	21	Dec 24-Jan 2 - Winter Recess
JANUARY	(17)				3	4	
	(18)	7	8	9	10	11	
	(19)	14	15	16	17	18	18 - End 2nd Qtr. - 45 Days
	(20)	21	22	23	24	25	17-18 - Sem. Exams/Record Day 1/2 Days Students
	(21)	28	29	30	31		
FEBRUARY	(21)					1	
	(22)	4	5	6	7	8	
	(23)	11	12	13	14	15	
	(24)		19	20	21	22	18 - Presidents' Day
	(25)	25	26	27	28		
MARCH	(25)					1	
	(26)	4	5	6	7	8	
	(27)	11	12	13	14	15	20 - End 3rd Qtr. - 42 Days
	(28)	18	19	20	21	22	26, 28 - Conferences 1/2 Days*
	(29)	25	26	27	28		29 - Good Friday
APRIL	(30)	8	9	10	11	12	1-5 Spring Recess
	(31)	15	16	17	18	19	
	(32)	22	23	24	25	26	
	(33)	29	30				

MAY	(33)			1	2	3	
	(34)	6	7	8	9	10	
	(35)	13	14	15	16	17	24 - Grouping Day 1/2 Day Student
	(36)	20	21	22	23	24	
	(37)		28	29	30	31	27 - Memorial Day
JUNE	(38)	3	4	5	6		5-6 - Sem. Exams/Record Day 1/2 Days Students
							6 - Last Day Students End 4th Qtr. = 49 days
							7 - Records Day - used as 1/2 Day in event of snow day

180 Attendance Days

* Fall Conference Schedule:

- Tue., Nov. 13 - 1/2 Day Students (Teacher Prep.), Conf. 6:00-9:00 p.m.
- Wed., Nov. 14 - 1/2 Day Students, Conferences 12:00-3:00 p.m.
- Fri., Nov. 16 - 1/2 Day Students and Teachers

* Spring Conference Schedule:

- Tue., March 26 - 1/2 Day Students, Conferences 12:00-3:00 p.m.
- Wed., March 27 - Full Day Students, Conferences 6:00-9:00 p.m.
- Thu., March 28 - 1/2 Day students and Teachers

APPENDIX C
1991-1992 Calendar

	WK	M	T	W	TH	F	
AUGUST							28 - Teacher Orientation/ Teacher Prep.
							29 - 1/2 Day Inservice Full Teacher Work day
SEPTEMBER	(1)		3	4	5	6	2 - Labor Day
	(2)	9	10	11	12	13	3 - 1st Day Students 1/2 Day Teacher Prep
	(3)	16	17	18	19	20	17 - Elem. Back To School Night 6:00-7:30 p.m.
	(4)	23	24	25	26	27	27 - Fourth Friday
	(5)	30					
OCTOBER	(5)		1	2	3	4	
	(6)	7	8	9	10	11	7 - In-Service 1/2 Day Students
	(7)	14	15	16	17	18	
	(8)	21	22	23	24	25	
	(9)	28	29	30	31		
NOVEMBER	(9)					1	1 - End 1st Qtr. = 44 Days
	(10)	4	5	6	7	8	
	(11)	11	12	13	14	15	12-13, 15 - Conferences 1/2 Days*
	(12)	18	19	20	21	22	
	(13)	25	26	27			28-29 - Thanksgiving Recess
DECEMBER	(14)	2	3	4	5	6	
	(15)	9	10	11	12	13	
	(16)	16	17	18	19	20	Dec 23-Jan 3 - Winter Recess
JANUARY	(17)	6	7	8	9	10	
	(18)	13	14	15	16	17	
	(19)	20	21	22	23	24	24 - End 2nd Qtr. = 48 Days
	(20)	27	28	29	30	31	23-24 - Sem. Exams/Record Day 1/2 Day Students
FEBRUARY	(21)	3	4	5	6	7	
	(22)	10	11	12	13	14	
	(23)		18	19	20	21	17 - Presidents' Day
	(24)	24	25	26	27	28	
MARCH	(25)	2	3	4	5	6	
	(26)	9	10	11	12	13	
	(27)	16	17	18	19	20	
	(28)	23	24	25	26	27	27 - End 3rd Qtr. = 44 Days
	(29)	30	31				
APRIL	(29)			1	2	3	
	(30)	6	7	8	9	10	8, 10 - Conferences 1/2 Days*
	(31)	20	21	22	23	24	13-17 - Spring Recess (Good Friday is 4/17)
	(32)	27	28	29	30		

MAY	(32)					1	
	(33)	4	5	6	7	8	
	(34)	11	12	13	14	15	
	(35)	18	19	20	21	22	22 - Grouping 1/2 Day Students
	(36)		26	27	28	29	25 - Memorial Day
JUNE	(37)	1	2	3	4	5	
							5 - End 4th Qtr. = 44 Days
							4-5 - Sem. Exams/Record Day 1/2 Day Students
							5 - Last Day Students
							8 - Records Day - only if work not complete by 6/5 - additional snow days beyond 2 will follow master contract

180 Attendance Days

* Fall Conference Schedule:

Tue., Nov. 12 - 1/2 Day students (Teacher Prep.), Conferences 6:00-9:00 p.m.
 Wed., Nov. 13 - 1/2 Day Students, Conferences 12:00-3:00 p.m.
 Fri., Nov. 15 - 1/2 Day Students and Teachers

* Spring Conference Schedule:

Wed., Apr. 8 - 1/2 Day Students, Conferences 12:00-3:00 p.m.
 Thu., Apr. 9 - Full Day Students, Conferences 6:00-9:00 p.m.
 Fri., Apr. 10 - 1/2 Day Students and Teachers

APPENDIX C
1992-1993 Calendar

	WK	M	T	W	TH	F	
AUGUST							27 - Teacher Orientation/ Teacher Prep.
	(1)						28 - 1/2 Day Inservice Full Teacher Work day
							31 - 1st Day Students - 1/2 Day Teacher Prep.
SEPTEMBER	(2)		1	2	3		4 - No School
	(3)		8	9	10	11	7 - Labor Day
	(4)	14	15	16	17	18	
	(5)	21	22	23	24	25	22 - Elem. Back to School Night 6:00-7:30 p.m.
	(5)	28	29	30			
OCTOBER	(6)				1	2	2 - Fourth Friday
	(7)	5	6	7	8	9	5 - In-Service 1/2 Day Students
	(8)	12	13	14	15	16	
	(9)	19	20	21	22	23	
	(10)	26	27	28	29	30	
NOVEMBER	(11)	2	3	4	5	6	6 - End 1st Qtr. = 48 Days
	(12)	9	10	11	12	13	
	(13)	16	17	18	19	20	17-18, 20 - Conferences 1/2 Days*
	(14)	23	24	25			26-27 - Thanksgiving Recess
	(15)	30					
DECEMBER	(15)		1	2	3	4	
	(16)	7	8	9	10	11	
	(17)	14	15	16	17	18	Dec 21-Jan 1 - Winter Recess
JANUARY	(18)	4	5	6	7	8	
	(19)	11	12	13	14	15	
	(20)	18	19	20	21	22	22 - End 2nd Qtr. = 43 Days
	(21)	25	26	27	28	29	21-22 - Sem. Exams/Record Day 1/2 Day Students
FEBRUARY	(22)	1	2	3	4	5	
	(23)	8	9	10	11	12	
	(24)		16	17	18	19	15 - Presidents' Day
	(25)	22	23	24	25	26	
MARCH	(26)	1	2	3	4	5	
	(27)	8	9	10	11	12	
	(28)	15	16	17	18	19	
	(29)	22	23	24	25	26	24 - End 3rd Qtr. = 42 Days
	(30)	29	30	31			31 - Conferences 1/2 Days*
APRIL	(30)				1	2	2 - Conferences 1/2 Days*
	(31)	12	13	14	15	16	5-9 - Spring Recess
	(32)	19	20	21	22	23	(Good Friday is 4/9)
	(33)	26	27	29	29	30	

MAY	(34)	3	4	5	6	7	
	(35)	10	11	12	13	14	
	(36)	17	18	19	20	21	
	(37)	24	25	26	27	28	28 - Grouping 1/2 Day Students
	(38)	31					31 - Memorial Day
JUNE	(38)		1	2	3	4	
							4 - End 4th Qtr. - 47 Days
							3-4 - Sem. Exams/Record Day 1/2 Day Students
							4 - Last Day Students
							7 - Records Day - only if work not complete by 6/4 - additional snow days beyond 2 will follow master contract

180 Attendance Days

* Fall Conference Schedule:

Tue., Nov. 17 - 1/2 Day students (Teacher Prep.), Conferences 6:00-9:00 p.m.
 Wed., Nov. 18 - 1/2 Day Students, Conferences 12:00-3:00 p.m.
 Fri., Nov. 20 - 1/2 Day Students and Teachers

* Spring Conference Schedule:

Wed., Mar. 31 - 1/2 Day Students, Conferences 12:00-3:00 p.m.
 Thu., Apr. 1 - Full Day Students, Conferences 6:00-9:00 p.m.
 Fri., Apr. 2 - 1/2 Day Students and Teachers

APPENDIX D

GRIEVANCE REPORT FORM

Grievance # _____ Leslie Public Schools

GRIEVANCE REPORT

Submit to Principal in Duplicate

Distribution of Form

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

Building	Assignment	Name of Grievant	Date Filed
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STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature

Date

If additional space is needed in reporting Section B-1 & 2 of Step I, attach an additional sheet.

(Note: Continued)

D. Position of Grievant and/or Association _____

_____/_____
Signature Date

STEP II

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 III

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

_____/_____
Signature Date


LETTER OF AGREEMENT
between the
LESLIE BOARD OF EDUCATION
and the
INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA

The Board and the Association agree to establish a Student Discipline Committee in the 1990-91 school year. The Committee shall be composed of two (2) teachers each from the lower elementary, upper elementary and high school levels and an administrator from each of said levels.

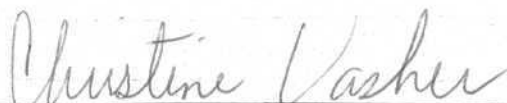
1. The purpose and function of the Committee will be:
 - a. To review and suggest modifications in the disciplinary procedures for students.
 - b. To create an atmosphere where bargaining unit members and administrators work together to solve student disciplinary problems.
 - c. To establish meaningful alternatives to corporal punishment.
 - d. To issue its final recommendation(s) to the Board and the Superintendent for implementation of District rules and modifications of Board policy with respect to student discipline.
2. On or before the last work day in the 1990-91 school year, the Committee shall report its final recommendations for student disciplinary procedures to the Board and the Superintendent.




For the Board of Education



Date



For the Association



Date

LETTER OF AGREEMENT

between the

LESLIE BOARD OF EDUCATION

and the

INGHAM CLINTON EDUCATION ASSOCIATION, MEA/NEA

Pursuant to the provisions of Article 14, section A of the Master Agreement, the parties agree that following the Board's concurrence with the dates that have been designated as district-wide inservice days for the term of the Master Agreement, said dates shall be reduced to writing and distributed to all bargaining unit members.

Tom Dove

For the Board

11-25-90

Date

Christine Vacher

For the Association

11-19-90

Date